

11. **Complaints and their Redress**

- 11.1 Members must have an internal written complaint procedure formally in place.
- 11.2 All recommendations and decisions relating to complaints must be approved and sanctioned by a director or senior manager.
- 11.3 Members, should within their literature and correspondence, make it clear to clients to whom they should complain and the address to which complaints should be sent together with the procedure for handling complaints.
- 11.4 Initially all complaints should be put in writing by the complainant to the member, who must acknowledge its receipt promptly, investigate it and give a written response and where appropriate, an apology and/or offer of compensation and/or other form of redress as soon as practically possible to the complainant.
- 11.5 If the complainant is dissatisfied with the response, then the member must make them aware of the following options and procedures. The matter can be referred either to:
- a) the Chairman of the Society's Standards Committee for investigation and an amicable resolution between the parties; or
 - b) the Independent Consumer Arbitration Service, administered by IDRS Ltd. A completed signed application for arbitration is required for each case.
 - c) All correspondence should be addressed to either the Standards Chairman or The Independent Consumer Arbitration Service, as appropriate, at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire. CM21 9DB
 - d) The Independent Consumer Arbitration Service consists of two stages, conciliation and arbitration. The first stage, which consists of an informal process of conciliation, can be bypassed if one or both of the parties expressly opt to proceed directly to arbitration.
 - e) If the parties do not settle the dispute within six weeks of the Conciliator's appointment, the dispute may be referred to arbitration. If at any stage the Conciliator considers conciliation inappropriate the matter may be referred to arbitration under the rules of the scheme.
 - f) The award of the Arbitrator will be generally final and legally binding on both parties. If however, either Party considers the Award is one that no reasonable Arbitrator should have reached on the basis of the documents presented, any payment ordered should still be made, but they may write requesting that the matter be referred to review.
 - g) An application for Review by the Appellant will only be considered if:

1/ IDRS Ltd receives it within 21 days of the date that the Award was dispatched to the Parties by IDRS Ltd.
2/ It is accompanied by a copy of the Arbitrator's Award together with a statement setting out the reasons why the Award is one that no reasonable arbitrator should have reached on the basis of the documents presented.
3/ A fee, known as the "Review Fee," is sent with the respective paperwork to "IDRS Ltd." (For current day fee contact SAIF office.)
 - h) Once the Review Procedure has been completed, no further steps can be taken by any Party under these Rules. Any Party considering the possibility of an appeal to the courts, if indeed such an appeal is legally possible, is strongly advised to seek legal advice.

A complete copy of the Independent Consumer Arbitration Service scheme rules is freely available from the Society at the address referred to on this leaflet.

12. **Definitions**

- 12.1. 'Client' means a client or potential client.
- 12.2. 'Coffin' includes a casket, unless the latter is specifically referred to.
- 12.3. 'Estimate' includes a quotation and means an offer by the member to provide the specified services for the price specified.
- 12.4. 'Member' means a member of the National Society of Allied and Independent Funeral Directors.
- 12.5. A 'Simple (basic) funeral' comprises:
- Making all necessary funeral arrangements and providing professional advice.
 - Removal of the deceased to a suitable resting place allowing 10 running miles within normal working hours.
 - Provision of a simple, veneered coffin and conveyance by hearse direct to a local cemetery or crematorium.
 - Providing the funeral director and all necessary staff.
 - All necessary disbursements.

Presented by:

The National Society of Allied and Independent Funeral Directors

Code of Practice 2009



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1. **General Conduct and Presentation**
 - 1.1 Members must conduct themselves in a totally professional manner, and behave sensitively, with courtesy and complete dignity at all times, both privately and professionally.
 - 1.2 Members shall provide the highest professional standards in all elements of the service they provide to each individual client(s).
 - 1.3 Members shall treat as confidential all information obtained in relation to their clients and carry out their duties with total regard for the laws of privacy and data protection.
 - 1.4 Members must establish and interpret client needs without exploiting their vulnerability or exerting any pressure on them.
 - 1.5 Members will be responsible for all the decisions and actions taken by their staff in relation to the provision of funeral services and the ancillary services they offer.
 - 1.6 Members shall conduct themselves in a courteous and professional manner in all dealings with clients, taking into account their religious and cultural needs.
 - 1.7 Members shall not try to persuade clients to choose an expensive or elaborate funeral when a less expensive funeral is more appropriate to their circumstances.
 - 1.8 No member shall act in any way whereby a conflict of interest may arise with the Society or its objects.
 - 1.9 No members shall do anything that might prejudice the good name and reputation of the Society.
2. **Marketing of Funeral and Associated Services.**
 - 2.1 *Advertising and Promotions.*
All advertising and promotional activities must comply with the following Codes of Practice at all times:
The British Code of Advertising Practice.
The British Code of Sales Promotion Practice.
Ofcom - Office of Communications. The Independent regulator and competition authority for the UK communications industries.
Any other relevant Codes or Legislation.
 - 2.2 *Soliciting for Business.*
Members shall not solicit or offer any inducement of any nature for instructions for funeral services or any other associated services (i.e: pre-paid funeral plans, memorials etc); nor shall they engage or reward any other party - whether an individual, a partnership, a company or other formal or informal association or group - to do so on their behalf.
 - 2.3 *Public Image.*
Members must ensure they convey a wholly professional image to the general public both through the delivery of the services they offer and by ensuring that all public relations activities are appropriate and sensitive in regard to their professional responsibilities.
 - 2.4 *Transparency of Ownership.*
Members must prominently display details of the ultimate ownership of their business both outside and inside each premises and on all literature, business stationery and on all advertising and promotional material.
 - 2.5 *Displaying the Society's Logo*
Members must prominently display at all of their branches the Society's logo to indicate to the public adherence to the Code of Practice. Copies of the Code must also be available at all of their premises for clients to inspect and/or take away.
3. **Communication on Funeral Matters Relevant to 3rd Parties**
 - 3.1 Members should ensure that all literature and information relevant to other related services such as the local Registrar and bereavement associations are readily available to their clients.
 - 3.2 Members should communicate and co-operate with the relevant authorities, institutions, professions and voluntary organisations so they themselves can advise their own contacts/clients or patients on funeral matters.
4. **Information and Choice.**
 - 4.1 Members will provide a choice of at least four coffins at varying prices, one of which will be an inexpensive and plain type, which must be shown in a brochure and displayed in a showroom wherever practicable.
 - 4.2 Members must explain their full range of services relevant to the particular client, including the availability of a simple funeral before giving them a written estimate.
 - 4.3 Clients must receive full advice on all the actions, including registration, they need to take in relation to the death and the funeral.
5. **Prices and Price Lists.**
 - 5.1 Prices must be fair and reasonable in relation to the particular goods or services supplied, thereby ensuring clients receive fair value at all times. Price lists, detailing all the services offered must be prominently displayed, so they can easily be seen by all visitors to the premises.
 - 5.2 Such price lists must also be available for clients to take away with them or to be presented and left with them when a home visit is made.
6. **Provision of Estimates and Invoices**
 - 6.1 *Terms and Conditions*
Members shall make clients aware of their Terms and Conditions of Trading, which ideally should be printed on the estimate given to them. Alternatively, copies should be sent to clients or made available for clients to inspect.
 - 6.2 *Provision of the Estimate.*
 - 6.2.1 Clients must be provided with a detailed written estimate at the time of arranging the funeral, or, if that is not achievable then as soon as practicable afterwards. Members should make sure that clients confirm their acceptance of the estimate formally, as long as possible before the funeral takes place.
 - 6.2.2 All estimates must at least give the following details of the Funeral Director's charges:
Professional fees.
Removal of the deceased.
Coffin or Casket (including fittings and interior).
Embalming/Hygienic Preparation.
Hearse(s). Limousine(s).
 - 6.2.3 All estimates must also itemise each disbursement cost, including:
Cemetery/Crematorium fees.
Doctors' fees.
Minister of Religion or Officiant.
Church and associated fees.
Where only an approximate cost can be given, it must be made clear that this may vary. The 'confirmed' cost must be supplied to the client as soon as possible.
 - 6.2.4 Any additional items, which arise or are instructed after the estimate has been issued, must be authorised by the client prior to them being charged to their account.
 - 6.2.5 A revised estimate, showing the changes made and the alterations to costs must be issued wherever practicable, where the client varies their original instructions, and again the client should formally confirm their acceptance of such changes.
 - 6.3 *Issuing the Invoice.*
 - 6.3.1 A fully itemised invoice, which should mirror the estimate whenever practicable, is to be provided to the client either after carrying out the funeral services as specified or as agreed with the client before the funeral. The total amount charged should be as per the original or revised estimate as agreed with the client.
Where approximate costs were given for disbursement items then the final cost, together with the reason for any variation should be shown.
 - 6.3.2 If it is part of the member's Terms and Conditions that interest be charged for late payment of the account, then this must be explained, together with details of the prevailing rates to the client both when arranging the funeral (and before a contract is entered into) and when the invoice is issued.
7. **Premises**
 - 7.1 Premises must be acceptable, in all respects for the provision and delivery of funeral services.
 - 7.2 Members must fully comply with all health and safety regulations, related legislation and Codes of Practice and shall display the appropriate certificates as required by law.
 - 7.3 Members must provide adequate facilities for clients in terms of reception areas, arranging rooms and toilet facilities.
 - 7.4 There must be well-appointed and well-maintained areas and facilities for the preparation of the deceased and the holding of bodies.
 - 7.5 A Chapel of Rest and/or suitable viewing rooms must be available, so family and friends can see the deceased and pay their respects in suitably tranquil and private surroundings.
 - 7.6 The deceased must be treated with the utmost respect at all times.
8. **Vehicles and Equipment**
 - 8.1 All vehicles must comply with all relevant legislation and be maintained and presented to the highest practical standards at all times.
 - 8.2 All equipment associated with the preparation and provision of funeral services must be properly maintained to the standards specified by the manufacturer and/or supplier.
9. **Other Services**
Members should offer and provide either directly or through suitable agents or sub-contractors, floral, catering, monumental and pre-paid funeral planning services. Members shall ensure that such agents and sub-contractors are bound by all the relevant provisions of this Code while providing such services for the member's clients.
10. **Employees**
 - 10.1 Members shall properly train all staff employed, taking full account of the sensitive nature of the service provided.
 - 10.2 Members should take every opportunity to encourage their staff to develop through all relevant forms of training and to obtain formal qualifications where appropriate.
 - 10.3 All employees should be fully aware of and comply with the contents of this Code of Practice, including the complaints and redress provisions, throughout the performance of their duties.
 - 10.4 Staff conduct must always reflect the sensitive nature of their employment.

