

# Code of Practice

May 2014

[Amended February 2019]



# The NAFD Code of Practice

This Code of Practice is founded on the fundamental principle that, by virtue of their membership, category a) funeral business members of the NAFD agree to operate their business in a professional manner and to be responsible for the actions and decisions of their employees.

The Code of Practice sets out the high level of service that clients may expect in their dealings with a member of the Association, and the NAFD carries out regular monitoring of members' compliance with the Code.

## I. General

Members:-

- 1) shall act in a courteous, sensitive and professional manner;
- 2) will not pressurise or exploit clients in the difficult circumstances following a bereavement;
- 3) will respect and maintain the dignity of the deceased at all times;
- 4) shall, at all times, offer the best advice and provide the best possible service;
- 5) shall observe and respect the confidential nature of the information given to them;
- 6) shall disclose the ultimate ownership of their funeral business on their premises (including branch offices) in a visible position to the public, and on letterheads and publicity material;
- 7) shall do nothing liable to bring the funeral profession into disrepute.

## 2. Marketing and advertising

Members shall ensure that any marketing or advertising they undertake does not bring the Association, or the funeral profession, into disrepute and that such advertising:-

- 1) is legal, decent, honest and truthful and complies with all requirements of the Advertising Standards Authority and all other relevant legislation and Codes of Practice;

- 2) includes only third party endorsements or sponsorship which have been specifically approved by that third party.

### **3. Dealings with clients**

Members:-

- 1) will respect consumers' rights and abide by, and comply with, all consumer legislation relative to their dealings with their clients;
- 2) shall provide clients with full and detailed information, including prices, on the range of funeral services available;
- 3) shall make available to clients price lists, Code of Practice and Funeral Arbitration Scheme leaflets and information about other services available, wherever the funeral arrangements are being made;
- 4) shall have on display in premises price lists and Code of Practice and Funeral Arbitration Scheme leaflets;
- 5) shall use best endeavours to ensure that the client understands the range of services offered, the prices and also any known disbursements, these being the fees to be paid on behalf of the client to doctors, ministers, cemetery or crematoria authorities and other third parties involved;
- 6) shall inform the client in writing, either at the time of making the arrangements or with the estimate, of the terms and conditions on which services will be provided. These terms and conditions must be drawn up in line with the Unfair Terms and Consumer Contracts Regulations;
- 7) shall give guidance to the client with regard to registration of the death and the availability of relevant Government benefits.

### **4. Information to be made available**

- 1) Within their price lists, which should be on display and available, members shall list the itemised charges and descriptions of the constituent elements of their services, which should include professional services, removal charges, coffins or caskets available, embalming, hearses, limousines and other services available.
- 2) Members shall make copies of their price lists available to be taken away by clients or prospective clients.

- 3) Members shall ensure that all literature detailing coffins and/or caskets available includes prices, and that coffins or caskets displayed on the premises are accompanied by the price.

## **5. Estimates and confirmations**

- 1) Members shall, in all cases, provide a written confirmation of the funeral arrangements and a written itemised estimate of all funeral charges consistent with the price list, and all disbursements known at the time of making the arrangements. The estimate shall make it clear that the client has accepted, and signed, to the effect that they have accepted personal responsibility for the funeral charges that will complete the contractual arrangements for the funeral. ("Estimate" includes a quotation and is an offer to carry out the specified funeral for the specified price).
- 2) In circumstances where disbursements may not be known in advance of the funeral, the member shall give a best estimate of such disbursements on the written estimate. The actual amount of such disbursements shall be detailed and shown in the final account.
- 3) If the client amends the instructions, the member shall endeavour to inform the client of any possible changes to the original estimate and, where possible, obtain written consent to any variation from the initial agreement.
- 4) In the event of a funeral being cancelled the member shall, within thirty days of the date on which the funeral was to be performed, repay to a client any advance payment or deposit made by the client, less any amounts which were paid by the funeral firm to third parties (ie cremation fees) pursuant to the funeral contract and for which the client has received goods or services.

## **6. Final accounts**

Members shall provide the client with a detailed itemised final account that is comparable with the estimate provided.

## **7. Publicity**

- 1) Members shall display, so as to be clearly visible to the public from the outside of the premises, the logos of the National Association of Funeral Directors and the Funeral Arbitration Scheme.
- 2) Members shall prominently display in a public area of their premises a current NAFD Membership Inspection Certificate.
- 3) Members are encouraged to display the NAFD logo on stationery and promotional material.

## **8. Monitoring**

The Association will monitor the compliance of its members with their obligations under this Code of Practice through education, inspection, independent conciliation and arbitration. The Association will annually publish a report on members' compliance with this Code of Practice, which will also include the annual report of the Independent Chairman of the Disciplinary Committee on the workings of this Code of Practice.

## **9. Professional conduct**

- 1) The choice of a funeral firm to carry out a funeral should always be the prerogative of the family concerned. When two members are called at the same time to attend a bereavement, both shall show a willingness to withdraw, leaving the choice with the family.
- 2) ... [amended February 2019].
- 3) Members shall provide employees with training, including the provisions of the Code and legal obligations to consumers, and written guidance which ensures that clients are given sufficient information to make informed decisions about entering into funeral arrangements.
- 4) Members shall have arrangements in place for dealing with all reasonable consumer enquiries before, during and after the funeral service has been completed.

## 10. Complaints

- 1) Members shall appoint a designated senior person to deal with complaints from clients and have a formal written procedure for handling such complaints.
- 2) The vast majority of funerals are carried out to the satisfaction of clients. Through its Funeral Arbitration Scheme, the National Association of Funeral Directors provides a dedicated procedure for clients who feel they have not received the service they desired. To use this service a complaint must be made within twelve months of the date of the funeral. The first stage is for the client to contact the member to resolve the issues they have about the service received. If the client is unable to reach a resolution of the issues with the member they should contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, which provides independent conciliation and arbitration through IDRS Ltd (the Centre for Effective Dispute Resolution).
- 3) By virtue of the Rules of the Association, members are required to co-operate in the client redress procedures and to participate in the independent conciliation and arbitration scheme. Members are bound by an arbitrator's decision.
- 4) Members also agree to abide by the decisions of the Disciplinary Committee on any matter referred to them alleging a breach of the Rules and Guidelines of the Association and this Code of Practice.
- 5) When submitting the final account, members shall invite the client to offer any comments they may have about the service received. A contact name shall be provided for this purpose, to whom any concerns about the service may be raised.
- 6) Members are required to co-operate at all times with Trading Standards Offices, Citizens Advice Bureaux, consumer support groups and any other organisation representing clients in the resolution of complaints or disputes.
- 7) A complaint under this procedure must be made within twelve months of the date of the funeral.