



# UK FUNERAL DIRECTOR CODE IN PRACTICE

Guidance, Tools and Templates for NAFD  
Members

National Association of Funeral Directors

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# UK FUNERAL DIRECTOR CODE

## INTRODUCTION

Following the introduction of a statutory Funeral Director Code in Scotland on 1 March 2025, the NAFD is pleased to launch a refreshed and unified UK Funeral Director Code for all members.

The Scottish Government's decision to implement a statutory Code followed extensive consultation and reflected the need to provide clarity, consistency, and public assurance.

In parallel and building on the commitment made at our Annual General Meeting in Windsor in 2024, the NAFD agreed with SAIF a shared foundation for a Code. At its core, this represents a unified approach, with both Associations agreeing a common foundation based on the statutory Code introduced in Scotland. Each Association agreed to then develop its own addendum to the Code reflecting its specific membership requirements and governance.

This collaboration marks a significant step forward for the sector, helping to create greater consistency across all nations of the UK, while strengthening public confidence and professional alignment.

As a result, the new NAFD UK Funeral Director Code is now structured in two parts:

## PART ONE: THE CORE CODE

This is the core standard and is word for word identical to the statutory<sup>1</sup> requirements and enhanced expectations that go beyond the minimum legal and regulatory standards. It reflects current best practices and anticipates the evolving needs of clients, families, and society. It also supports continual improvement within the profession by encouraging transparency, feedback, and robust governance.

The principles, rules, and outcomes described in this Code apply across all areas of funeral service, from first contact with a client to aftercare following the funeral.

## PART TWO: THE MANDATORY ENHANCED REQUIREMENTS OF THE UK FUNERAL DIRECTOR CODE

This section builds on the principles of the core Code and introduces a set of mandatory enhancements which all NAFD members must follow. These requirements reflect the high standards of care, accountability and transparency expected from those who choose to be part of the NAFD. They also prepare our members to meet and exceed future regulatory standards.

These Enhanced Requirements do not replace the core Code. They must be read and applied alongside it. Their purpose is to strengthen key areas of practice through clearer expectations and the introduction of detailed procedures. This includes improvements in areas such as client information, record keeping, mortuary care and staff training. Importantly, this section reflects learning from the Fuller Inquiry Phase 2 report and draws on best practice models such as the Human Tissue Authority Code, to ensure our members are fully equipped for whatever form regulation may take in the future.

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<sup>1</sup> Currently in Scotland only. Whilst some elements of the UK Funeral Director Code are statutory in Scotland, members operating in other jurisdictions should treat these provisions as recommended practice.

By adopting this new Code in full, NAFD members are making a clear commitment to professionalism, leadership and public trust. It sets a benchmark for funeral directors across the country and signals to families, regulators and the wider public that NAFD members are not only meeting standards but exceeding them.

## HOW WE WILL SUPPORT YOU

We understand that adapting to a new Code requires guidance and clarity. The NAFD is here to support you at every step. We will provide:

1. At a Glance – a summary to each Part<sup>2</sup> of the code (not necessarily each individual clause)
2. In Practice – an overview of what each Part of the Code means in practice for each member. Where appropriate we have included individual Clauses<sup>3</sup> to the Code.
3. During Inspection – an overview of what the NAFD Standards and Quality Managers (SQMs) may look for during premises inspections.

This Code is not just a document of rules. It is a framework for excellence and a tool to help you continue to deliver compassionate, dignified and professional services to the families you support.

We thank you for your continued commitment and partnership as we move forward together with confidence, clarity and shared purpose.

## PRINCIPLES

Members must:

1. Act in the best interests of each client, and prospective client.
2. Provide the best possible level of care to bereaved people, keeping in mind the specific needs of each client and family.
3. Respect and maintain the dignity of deceased people in your care at all times.
4. Act transparently, with honesty and integrity.
5. Provide clients with full and fair information about services, products and associated prices.
6. Behave in a way that promotes and maintains public trust in their business, the funeral directing profession and related industries.
7. Comply with all legal and regulatory obligations and deal with their regulators in an open, timely and cooperative manner.
8. Run their business effectively and in accordance with proper governance and sound risk management principles.
9. Run their business in a way that encourages equality of opportunity and respect for diversity.

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<sup>2</sup> Part refers to each section of the UK Funeral Director Code

<sup>3</sup> Clause refers to individual requirements within a Part of the UK Funeral Director Code

10. Run their business in a way that encourages a culture that values and welcomes both negative and positive feedback as a way of putting things right and continuously improving service and
11. Conduct appropriate due diligence in relation to all third-party contractual relationships that have the potential to negatively impact clients.

## OUTCOMES

The Code aims to achieve the following outcomes:

- Ensure minimum standards of care of the deceased.
- Establish and promote a common understanding of good practice in relation to care of the deceased.
- By doing so it will also help increase transparency of choice of goods and services to help people to make informed decisions.

### 1. Accountability and compliance

- 1.1. The Code does not negate the responsibility of the funeral director to adhere to and take account of other legislation and guidance. It is the responsibility of each funeral director to ensure that they are operating in accordance with all relevant legislation.

### 2. Engagement of the funeral director and transfer of the deceased

- 2.1. It is expected that all funeral directors are transparent about the goods and services they offer. If the funeral director does not offer the goods or services about which a person has enquired or requested, it is expected that the funeral director makes that clear and makes the person aware that those services can be accessed elsewhere. All written and verbal communication must be clear and in plain language, avoiding jargon. The funeral director must act in accordance with the instructions of the client, as far as reasonably practicable. The funeral director must act in accordance with the requirements of this Code.

#### 2.2. First contact

- 2.2.1. When the funeral director is contacted in relation to the death of a person initial details must be gathered from the client (or other person who makes contact with the funeral director on behalf of the client or while the person who will be the client is not yet determined). The funeral director at first contact must, whenever practicable, obtain and record the following minimum information:

- a. The full name, address and telephone number of the person making contact with the funeral director.
- b. The full name and address of the deceased.
- c. The date of birth and age of the deceased, if known.
- d. The current location and address of the deceased, if different to the above address.

- e. Confirmation that a suitably trained registered healthcare professional has confirmed or verified the death or pronounced life extinct (PLE).

## 2.3. Transfer of the deceased into the funeral director's care

- 2.3.1. In the event that the funeral director has been contacted by someone other than the client, the funeral director must make all reasonable enquiries to establish the identity and contact details of the client at this stage and to establish contact with the client as soon as possible.
- 2.3.2. The funeral director must inform the client that they adhere to the Code and provide the client with a copy or web link if requested.
- 2.3.3. Once the funeral director has been instructed, they must take the deceased into their care at the earliest possible opportunity.
- 2.3.4. Before transferring the deceased into their care the funeral director must ensure that:
  - a. The equipment to be used is suitable for the transfer of the deceased; taking into account the deceased's body type – and is clean, in good condition and well-maintained.
  - b. The staff involved in the transfer of the deceased are trained to do so.
  - c. The vehicle used to transfer the deceased must be specifically equipped and used for that purpose; and is clean and well-maintained.
  - d. The deceased are treated with care and dignity.
  - e. Consideration is given to any bereaved persons present.
- 2.3.5. At the location from where the deceased is to be collected, the funeral director must:
  - a. Confirm the identity of the deceased.
  - b. Obtain signed authorisation from the client or the person the client has nominated to represent them for the transfer of the deceased into their care; or, where the client has yet to be identified, signed authorisation from the person requesting the transfer (e.g. hospital or care home staff).
  - c. Advise that person in writing (or by e-mail) of the location where the deceased is being transferred to including an address and contact number for the location.
  - d. At the earliest opportunity inform the client of all locations where the deceased will be cared for (and all addresses of the premises where the deceased will be kept).
  - e. Make or obtain a record of the deceased's personal effects the funeral director will take into their care and a record of any personal effects which have been returned to the person signing the record at the time of transfer. The funeral director must ensure that this record is checked and signed (on paper or electronically) by the client or the person the client has nominated to represent them, before leaving with the deceased. If the client has yet to be identified or is unavailable at the time of the transfer the personal effects record must be counter-signed by another person such as a member of staff of the hospital mortuary or care home before the funeral director departs with the deceased.

- f. Securely attach to the deceased a completed identity tag (e.g. to the wrist).

### **3. Care of the deceased and premises used by the funeral director**

- 3.1. The funeral director should familiarise themselves with the Health and Safety Executive's guidance on managing infection risks when handling the deceased. It covers the safe handling, storage and examination of bodies and pathological specimens in hospitals, mortuaries and post-mortem rooms. It also provides guidance for those involved in funeral services (including embalmers).
- 3.2. It is expected that funeral directors clearly and sensitively describe their services for care of the deceased to the client and must keep a record of having done so.
- 3.3. It is important that no client is pressured or exploited, and advice should be given to them by experienced and/or trained staff in a clear manner using plain language. The funeral director should always be mindful of the difficult circumstances the client is likely to be experiencing.
- 3.4. The client must be told the location(s) where the deceased will be cared for/kept.
- 3.5. Where the funeral director is using the services of another provider for any part of the care of the deceased a written Service Level Agreement (SLA) must be in place with that provider. Each SLA must be reviewed regularly and at least once per year. A SLA is not required for singular ad hoc arrangements (e.g. repatriation); in such a case a written agreement is sufficient.
- 3.6. Where aspects of care of the deceased are being carried out by a third party the funeral director must clearly and sensitively inform the client which aspects of the care of the deceased these are and keep a record of having done so.
- 3.7. All care of the deceased must take place in a location(s) specifically chosen for that purpose and the funeral director must ensure that their care facility or mortuary is fit for purpose. This requires that:
  - 3.7.1. the premises are lockable, and accessible by authorised persons only.
  - 3.7.2. the premises are clean, well-maintained and regularly inspected to ensure high standards of cleanliness.
  - 3.7.3. the location of, and access to and from, the care facility or mortuary is suitable for the designated purpose.
  - 3.7.4. the funeral director has access to equipment that can accommodate all body types and care services offered by the funeral director and the equipment must be well maintained.
- 3.8. The funeral director must carry out regular visual checks of the condition of the deceased and a further check immediately before the coffin is closed or immediately prior to the funeral service if no coffin is being used.
- 3.9. The funeral director must retain a comprehensive record of all deceased persons who have been in their care. The record must be sufficiently detailed to record what actions have been carried out in relation to the deceased (e.g. first offices, washing, dressing – where, when and by whom, time of deceased's arrival and departure at funeral director's premises). The record must be stored in an accessible form, in secure conditions and is to be retained for a minimum of 5 years. Where a record contains data about any person who is still living, funeral directors are required to

comply with all relevant legislation (e.g. UK General Data Protection Regulation, the Data Protection Act 2018 etc.).

### 3.10. Care practices

- 3.10.1. The funeral director must be able to demonstrate that they have assessed the activities undertaken by every staff member whose role includes duties relating to the care of the deceased. A record of each assessment, the outcome of the assessment and training requirements/training undertaken must be kept by the funeral director and made available to inspectors on request.
- 3.10.2. At all times during their care the dignity of the deceased must be maintained and appropriate shrouds, clothes and/or modesty covers used.

### 3.11. First offices

- 3.11.1. First offices is a process of caring for the deceased to assist with preservation and to make them presentable for viewing.
- 3.11.2. When requested the funeral director must describe their services for first offices in a way that is sensitive to the client to ensure that the client has an understanding of how the deceased will be cared for by the funeral director.
- 3.11.3. Where it is possible to do so first offices must take place in every case unless the client has specifically requested that first offices are not to take place. First offices must be carried out in a manner that maintains the dignity of the deceased, treats them with care (including moving the deceased in ways which avoid damage) and, at a minimum, includes cleaning and washing the body, dressing them, closing the eyes and mouth and arranging the hands.
- 3.11.4. Where first offices have not taken place the funeral director must keep a record of the reason/s for this.

### 3.12. Embalming

- 3.12.1. Embalming is defined as the preservation of a body from decay through injection of a chemical embalming fluid. The preservative solution (the embalming fluid) replaces the blood as well as treating the body cavity and organs<sup>4</sup>.
- 3.12.2. Embalming is not a requirement for burial or cremation.
- 3.12.3. There is no requirement for the funeral director to offer embalming as a service.
- 3.12.4. The funeral director must provide clear information to the client about embalming in order that the client can make an informed decision about whether or not to instruct embalming.
- 3.12.5. The funeral director must obtain the client's informed and written permission before embalming can take place.
- 3.12.6. It is the responsibility of the funeral director to ensure that those performing embalming on behalf of their business are adequately trained/qualified to do so and are meeting the necessary health and safety requirements.

### 3.13. Emergency invasive procedures

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<sup>4</sup> P.41 Managing infection risks when handling the deceased, Health and Safety Executive, TSO (The Stationery Office), 2018

- 3.13.1. An invasive procedure is any procedure that involves the breaking of skin or the opening of bodily cavities.
- 3.13.2. In some circumstances it may be necessary for the funeral director to perform an emergency invasive procedure with the intent of preserving the deceased to a good standard.
- 3.13.3. In the event of these circumstances occurring the funeral director must make reasonable attempts to contact the client and explain the circumstances in advance of performing the procedure.
- 3.13.4. It is the responsibility of the funeral director to ensure that those performing emergency invasive procedures are adequately trained/qualified to do so and are meeting the necessary health and safety requirements.
- 3.13.5. In every case the funeral director must keep an accurate record of the circumstances and the procedure carried out. This record must be made available to inspectors on request.

#### 3.14. Refrigeration

- 3.14.1. Refrigeration is a critical element of caring for a deceased person in a dignified, appropriate and respectful manner.
- 3.14.2. The funeral director must have on their premises, or have access to, clean and appropriate refrigeration facilities to store the deceased in their care. Where refrigeration is provided by a third party a SLA must be in place. Each SLA must be reviewed regularly and at least once per year. Where refrigeration is being carried out by a third party the funeral director must clearly and sensitively inform the client of that fact.
- 3.14.3. Refrigeration can be a purpose-built refrigeration unit or temperature controlled cold room. Refrigeration units and cold rooms must be kept between 4 – 7 degrees Celsius.
- 3.14.4. The required refrigeration capacity that a funeral director must have on their premises, or have access to through a SLA, should be sufficient to accommodate persons received into the funeral director's care. A funeral director must review their refrigeration capacity at least once per year.
- 3.14.5. Each deceased person must be stored individually in separate compartments (e.g. a separate rack shelf or drawer) within the unit or cold room.
- 3.14.6. Refrigeration units must be in a locked and secure location. Cold rooms must be locked and in a secure location.

#### 3.15. Viewing of the deceased

- 3.15.1. The funeral director must provide clear information to the client about whether they provide viewing of the deceased as standard. This will enable the client to make an informed decision about whether or not they would wish to view the deceased.
- 3.15.2. If viewing is not normally offered as part of a service, for example where the funeral director only offers direct cremation, the funeral director must make it clear to the client, before the client engages their services, that viewing is not included as standard. If the client subsequently requests to view the deceased the funeral director is to take steps to facilitate a viewing where possible, for

example by agreement with another funeral director to use their viewing facilities. Any additional costs for facilitating viewing should be made clear to the client before that service is provided, in accordance with the Competition and Markets Authority (CMA) Funeral Markets Investigation Order 2021.

- 3.16. Viewing areas must be fit for purpose, private, clean, regularly inspected and well-maintained.
- 3.17. Prior to any viewing the funeral director must ensure that the identity of the deceased is checked to ensure that the correct deceased person is shown to the visitor and that regard is given to requests made by the client such as: make-up application, if the coffin is closed or left open, who can be permitted to view the deceased, etc.
- 3.18. The funeral director must ensure that bereaved persons are afforded privacy when viewing the deceased. The funeral director or another trained and competent member of their staff must remain near and 'on hand' to answer any questions or requests.
- 3.19. In some circumstances viewing the deceased may not be recommended by the funeral director or some restrictions may have to be put in place such as viewing behind glass.
- 3.20. In circumstances where the funeral director advises against viewing entirely the funeral director must provide the client with sensitively worded advice setting out their reasons and make every effort to support the wishes of the client in relation to that advice. The funeral director must keep a record of this advice.
- 3.21. Where the funeral director has advised against viewing but the client does not accept that advice the funeral director must keep a record of this.

#### **4. Planning the funeral service according to the wishes of the deceased and the bereaved**

- 4.1. Deceased and client identification and who can be involved in making arrangements
  - 4.1.1. The funeral director must ensure that they and their staff are sufficiently knowledgeable and experienced to explain to the client the goods and services they offer and how the deceased is cared for. This must include an ability to describe, both orally and in writing, the range and location of options for burial and cremation if requested.
  - 4.1.2. The funeral director must provide the client with clear and comprehensive descriptions of their goods and services, and how the deceased is cared for by them in the provision of those goods and services.
- 4.2. Estimates and confirmations
  - 4.2.1. To enable the client to make an informed decision about the goods and services they would like, funeral directors are already required to comply with the requirements set out in the CMA Funerals Market Investigation Order 2021 and any other relevant legislation.
  - 4.2.2. Once the client has made a decision about the goods and services they would like, the funeral director should:

- a. Provide written or electronic confirmation of the funeral arrangements and a written or electronic itemised estimate of all funeral charges including third party fees (disbursements) where known.
  - b. Provide the client with a written or electronic itemised final account that is comparable with the estimate provided.
- 4.3. All changes from estimate to final bill should be clearly described, prior notified and agreed to by the client. The funeral director should be able to account for any changes via an audit trail.

## 5. Delivery of the funeral

- 5.1. The funeral director is responsible for managing the delivery of the funeral according to the wishes of the client, including:
  - 5.1.1. When instructed to do so by the client making bookings, for example of the requested venues, church, celebrant and catering.
  - 5.1.2. Ensuring that the client has completed the required statutory forms and that these forms are sent to the appropriate statutory authorities in good time.
  - 5.1.3. Keeping and updating records and documentation and ensuring that the client's requests for goods and services are recorded accurately including any changes made to the client's requests or instructions.
  - 5.1.4. Ensuring that the deceased is presented in accordance with the wishes and instructions of the client as far as reasonably practicable.
  - 5.1.5. Managing donations appropriately, transparently, and as requested by the client.
  - 5.1.6. All funeral directors must have a written policy in place for managing donations which is understood/known by staff and is readily accessible to the client.
- 5.2. The funeral director must keep the following records which are accessible by authorised personnel only:
  - 5.2.1. A record of all the funerals provided including requested services, estimates and invoice.
  - 5.2.2. A record of the advice given to clients in relation to viewing the deceased and the outcome of the advice.
  - 5.2.3. A record of the management and handling of any ashes.
- 5.3. Ashes
  - 5.3.1. The funeral director must have a written ashes management policy in place setting out how they will arrange for return or disposal of ashes.
  - 5.3.2. The funeral director must ensure the careful and appropriate storage, handling, recording and dignified management of ashes.
  - 5.3.3. All records relating to ashes must be kept by the funeral director. Where a record contains data about a client who is still living these must be kept in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018.
  - 5.3.4. At a minimum an ashes management policy must cover:

a. Procedures for:

- ashes storage in a designated, locked, clean, dry and well maintained location.
- ashes and the cremation certificate to be stored together.
- recording each individual set of ashes.
- splitting of ashes including the transfer of ashes from one container to another.
- transfer or release of ashes including procedures for contacting the client and obtaining identification prior to the release of ashes to the client.
- reporting lost or damaged ashes to appropriate management.
- keeping a record of the scattering or interment of ashes if undertaken by the funeral director, and
- keeping a written audit trail of all actions taken with the ashes.

b. The following matters:

- a clear description of the options available to the client e.g. scattering, interment, retention in an urn.
- adequate safeguards to ensure ashes cannot be combined with other(s) i.e. only preparing one set of ashes at a time.
- provision for a change of instruction by the client in respect of ashes.

## 6. Complaints

- 6.1. The funeral director must have a written complaints procedure. The complaints procedure must be available on the funeral director's website where this exists or must be made available as soon as reasonably practicable in paper or electronic form on request.
- 6.2. In the event of a complaint the complaints procedure must be followed and must include:
  - 6.2.1. Advice for the client on how to make a formal complaint.
  - 6.2.2. The funeral director's procedures for dealing with a complaint and timescales for response.
  - 6.2.3. A requirement that any complaint resolution or answer will be provided in writing to the client.
- 6.3. In the event of a complaint made against the funeral director the client may
  - 6.3.1. Raise a complaint with the funeral director directly. The funeral director must genuinely attempt to seek a resolution in a reasonable amount of time.
  - 6.3.2. Raise a complaint with a trade association to which the funeral director belongs if applicable.

## **7. Business continuity and managing risks**

- 7.1. The funeral director must prepare and maintain a written contingency plan which contains provisions about:
  - 7.1.1. Dealing with any unexpected increase in the number of deaths.
  - 7.1.2. Contingency arrangements for any unexpected disruption to or loss of services.
- 7.2. When drafting and reviewing this plan, where possible, the funeral director must engage with third parties such as: local crematoriums and burial grounds, other funeral directors and their relevant NHS Board.

# MANDATORY ENHANCED REQUIREMENTS OF THE UK FUNERAL DIRECTOR CODE

## INTRODUCTION

The following NAFD Enhanced Requirements are designed to complement and build upon the foundational standards set out in the core Funeral Code above. While the core Code establishes essential principles and minimum expectations for safe, respectful, and lawful funeral service delivery, the Enhanced Requirements represent a higher standard of professional conduct, care, and accountability expected from members of the NAFD.

These enhanced measures do not replace the core Code but are to be read alongside it. They mirror the structure and themes of the core Code, extending its provisions with added safeguards, clarity, and rigour. Where applicable, they introduce detailed practices that improve transparency, client protection, and dignity for the deceased. By adopting these Enhanced Requirements, funeral director members of the NAFD demonstrate a commitment to excellence and leadership in the profession.

Moreover, enhanced requirements serve to build public trust and confidence in member organisations by ensuring transparency, quality, and respect in every interaction. They will distinguish members as leaders in the sector and prepare organisations to meet future regulatory expectations with resilience and professionalism.

Wherever you see an asterisk (\*) followed by a red number, it refers to the corresponding clause of the Code displayed above.

### **\*2. Engagement of the funeral director and transfer of the deceased**

#### 2.1. Transfer of the deceased into the funeral director's care

- 2.1.1. Before taking a deceased person into your care you must establish that your contractual client has authority to instruct you and that your contractual client has given consent for you to act.
- 2.1.2. Each deceased person must be identified using at least three unique identifiers e.g. full name, date of birth, date of death, the address from where the deceased will be transferred from or your reference number. This information should be recorded and affixed to the deceased person via, for example a wristlet.

### **\*3. Care of the deceased and premises used by the funeral director**

- 3.1. Each deceased person must be stored appropriately and in a way that takes into account Health and Safety Executive (HSE) Guidance – Managing Infection Risks when Handling the Deceased: Guidance for the mortuary, post-mortem room and funeral premises, and during exhumation.
- 3.2. The exterior of all buildings and the interior and exterior of all vehicles shall be clean, well maintained and appropriate for the provision of funeral services.
- 3.3. You have access to suitable facilities and equipment to enable you to care for deceased people you take into your care. All care of the deceased must take place in a location(s) specifically chosen and accessible for that purpose.

- 3.4. You have access to sufficient space to appropriately store every deceased person you take into your care.
- 3.5. Each deceased person must be identified using at least three unique identifiers e.g. full name, date of birth, date of death, the address from where the deceased will be transferred from or your reference number. This information should be recorded and affixed to the deceased person via, for example a wristlet.
- 3.6. You have suitable systems in place to ensure all deceased people in your care can easily be identified by any inspector without any assistance from staff.
- 3.7. In addition, the Funeral Director must keep the following records which are accessible by authorised personnel only:
  - 3.7.1. A record of all the funerals provided including requested services, estimates and invoice.
  - 3.7.2. A record of the advice given to clients in relation to viewing the deceased and the outcome of the advice.
  - 3.7.3. A record of the management and handling of any ashes.
- 3.8. Care practices
  - 3.8.1. To maintain dignity and confidentiality, personal mobile phones, cameras, and recording devices must not be used or taken into areas where the deceased are stored or cared for, unless expressly authorised by the business (the Member) and with appropriate records maintained to ensure no impropriety has occurred. This extends to videos and photographs and the sharing of such on unsecured networks.
  - 3.8.2. Those responsible for physically caring for the deceased people in your care are appropriately trained and competent to do so.
  - 3.8.3. You must maintain an incident escalation protocol including reporting, tracking, investigation, and resolution of events affecting dignity or care of the deceased.
- 3.9. First offices
  - 3.9.1. You seek to understand your client's preference in relation to first offices at the earliest opportunity.
- 3.10. Emergency invasive procedures
  - 3.10.1. If there is insufficient time to seek the consent of your client in advance of any invasive procedure, a clear record of the circumstances and procedure carried out must be kept and made available to inspectors on request, and the client informed at the earliest opportunity.
    - a. In the event of these circumstances occurring, you must make reasonable attempts to contact the client and explain the circumstances in advance of performing the procedure.
    - b. You maintain a written or electronic record of the reason(s) why the client's consent was not obtained.
- 3.11. Refrigeration
  - 3.11.1. A temperature monitoring routine must be in place for all on site refrigeration, and the results must be documented.

## **\*5.Delivery of the funeral**

- 5.1. You treat your clients and prospective clients fairly, with respect and dignity, keeping in mind that some will be vulnerable.
- 5.2. You have the resources, skills and procedures to carry out any instructions you accept.
- 5.3. The service you provide to clients is competent, delivered in a timely manner and takes into account each client's needs and circumstances.
- 5.4. Donations should be stored securely when in your care.
- 5.5. You give your clients and prospective clients sufficient information to allow them to make informed decisions about the services they need and the options available to them.
- 5.6. Your full pricing information (including an explanation of third-party costs) is made available clearly at both your funeral home(s) and, where you have a website, online.
- 5.7. Your clients receive full and clear information, both at the time of engagement and when appropriate as their funeral arrangement progresses, about the likely overall cost of the funeral.
- 5.8. Prospective clients are made aware that they are personally responsible for ensuring they are legally entitled to make the funeral arrangements.
- 5.9. You take all reasonable steps to avoid becoming embroiled in family disputes and conflict situations.
- 5.10. The pricing information for your business is complete and up to date.

### **5.11.Ashes**

- 5.11.1.Cremated remains/ashes are never withheld for the purposes of securing payment for goods or services.
- 5.11.2.You should report lost or damaged ashes to appropriate management, your client, trade body and any other regulator.

## **\*6.Complaints**

- 6.1. Your client must be provided with details of a certified Alternative Dispute Resolution (ADR) body and a commitment to use that ADR body to resolve any client complaints that cannot be resolved locally.
- 6.2. Client complaints are dealt with promptly, fairly, openly and effectively.
- 6.3. There must be a formal policy of openness with clients regarding serious incidents or mistakes, in line with professional and legal obligations.
- 6.4. There must be a documented process to handle discrimination complaints.

## **\*7.Business continuity and managing risks**

- 7.1. You have a clear and effective governance structure and reporting lines.
- 7.2. You have effective systems and controls in place to achieve and comply with all the principles rules and outcomes of this Code.

- 7.3. You train individuals working in the business to maintain a level of competence appropriate to their work and level of responsibility.
- 7.4. You have adequate and appropriate professional indemnity insurance cover for you, your practice and your employees.
- 7.5. You identify, monitor and manage risks to comply with all the principles, rules and outcomes of this Code, if applicable to you, and take steps to address issues identified.

## **8. Publicity and the ethical procurement of business**

- 8.1. Your publicity in relation to your business is accurate and not misleading and is not likely to diminish public trust in the funeral directing profession and/or related services.
- 8.2. Your publicity relating to charges is clearly expressed and identifies whether disbursements are included.
- 8.3. You do not make unsolicited approaches in person, by telephone or through a third-party agent to members of the public in order to publicise your business (e.g. through selling funeral plans) or another business.
- 8.4. Clients are informed of any financial or other interest which an introducer has in referring the client to you.

## **9. Training and professional development**

- 9.1. You and your/their staff keep a personal development record and take responsibility for your continued learning.
  - 9.1.1. Any staff or subcontractors responsible for caring for bereaved people are equipped with the skills and knowledge necessary to do this.
  - 9.1.2. Any staff or sub-contractors responsible for caring for deceased people are equipped with the skills and knowledge necessary to do this.
  - 9.1.3. Any staff responsible for ensuring compliance with legal and conduct obligations are equipped with the knowledge necessary to do this.

## **10. Equality, diversity and inclusion**

- 10.1. You and your staff do not discriminate unlawfully or victimise or harass anyone in the course of your professional dealings.
- 10.2. You make reasonable adjustments to ensure that disabled clients, employees or managers are not placed at a substantial disadvantage compared to those who are not disabled, and you do not pass on the costs of these adjustments to these disabled clients, employees or managers.
- 10.3. Complaints of discrimination are dealt with, promptly, fairly, openly and effectively.

## **11. Confidentiality and data protection**

- 11.1. You comply with data protection obligations under the General Data Protection Order.
- 11.2. You keep the affairs of clients confidential unless disclosure is required or permitted by law or the client consents.

- 11.3. You keep the affairs of deceased people for whom you have cared confidential unless disclosure is required or permitted by law or the relevant client consents.
- 11.4. You have effective systems and controls in place to enable you to identify risks to client confidentiality and to mitigate those risks.

## **12. Working with your regulators**

- 12.1. You notify the relevant regulators promptly of any material changes to relevant information about you including, the opening of a new branch or operational premises, the closure of an existing branch or operational premises, any action taken against you by another regulator, including non-sector specific regulators such as the ISO and HSE and any serious failure to comply with or achieve the principles of this Code.
- 12.2. You co-operate fully with your regulators at all times, including in relation to any investigation into your compliance with this Code.
- 12.3. You comply with any written notice from your regulator and any independent organisation overseeing complaints against you.
- 12.4. You co-operate with your regulators' inspection and compliance monitoring processes and grant access to all areas of your business premises necessary for the carrying out of regular announced and unannounced inspections.
- 12.5. You co-operate with your regulators' self-reporting requirements and ensure that all information provided is full and accurate to the best of your knowledge.

## **13. Standard Operating Procedures**

- 13.1. Members must be able to demonstrate clear procedures and documentation for the following areas:

### **13.1.1. Staff and Personnel**

- 13.1.1.1. A register of authorised personnel responsible for collecting, transporting, and preparing the deceased, and for assisting during viewings.
- 13.1.1.2. Records of any casual or temporary staff engaged in removals and transfers, including signed confidentiality agreements.
- 13.1.1.3. Up-to-date out-of-hours rotas, with a log of any staffing changes affecting removals and transfers.
- 13.1.1.4. Written lone-working policies and procedures.
- 13.1.1.5. Written employee whistleblowing policy and procedures.

### **13.1.2. Visitors and Contractors**

- 13.1.2.1. All visitors and contractors should state the purpose of each visit.
- 13.1.2.2. All visitors and contractors should be accompanied at all times.

### **13.1.3. Mortuary and Chapel Security**

- 13.1.3.1. A system to identify and flag deceased individuals with identical or similar names.

13.1.3.2. Defined processes outlining who may enter the mortuary or chapels of rest and under what circumstances.

13.1.3.3. Secure doors and access points to chapels of rest.

13.1.4. Embalming, Audit, and Risk Management

13.1.4.1. Comprehensive records should be maintained for all embalming procedures, including the date each procedure was carried out. Where a trade embalmer is used, their full details must also be recorded.

13.1.4.2. Documented evidence of regular internal audits and comprehensive risk assessments, which include evidence of robust security measures to safeguard and protect the deceased.

These measures collectively ensure transparency, accountability and the highest standards of care across all aspects of the operations of members of the National Association of Funeral Directors

## **Introduction**

This Supplementary Practical Guide to the UK Funeral Director Code is one that has been developed to support members of the National Association of Funeral Directors (NAFD) in applying the UK Funeral Director Code and its Enhanced Mandatory Requirements with clarity, confidence, and consistency.

The Guide provides a comprehensive, practical interpretation of the Code setting out what each section means in practice, what Standards and Quality Managers (SQMs) will expect to see during inspection, and how members can evidence compliance through their policies, records, and day-to-day operations. It is designed to turn the Code's principles into clear, achievable actions, ensuring that every NAFD member can demonstrate professionalism, transparency, and compassion in all aspects of their work.

To make implementation easier, this edition of the Guide includes a range of useful template documents, including sample policies, forms, and procedures that can be adopted or adapted to suit your business. These templates reflect best practice in key operational areas such as client engagement, care of the deceased, staff training, record-keeping, complaints handling, and business continuity planning. Together, they form a practical toolkit to help members evidence compliance and maintain the highest professional standards.

The UK Funeral Director Code, its Enhanced Mandatory Requirements, and this Supplementary Practical Guide are all part of NAFD's commitment to promoting public trust in the profession, ensuring the dignity and respectful treatment of every deceased person, and protecting the interests of bereaved families. By following these standards, members demonstrate integrity, accountability, and leadership within a sector that plays a unique and vital role in society.

All NAFD members will have full access to:

- The UK Funeral Director Code in full
- This Practical Supplementary Guide
- The suite of downloadable templates and sample policy documents
- Frequently Asked Questions

Keep in touch through [ukfuneralcode@nafd.org.uk](mailto:ukfuneralcode@nafd.org.uk) and let us know what other ways we can support you. For example, there might be a template you would find useful that's not already included or you have a question that's not already included the FAQ section. Whatever it is, the document is a living guide and we will add as appropriate, always advising you when something new has been included.

These resources will be made available exclusively through NAFD Inspire, providing members with a central, easily accessible platform for compliance support, training, and professional development. Inspire will also host further learning modules and updates to ensure that members remain aligned with the latest regulatory expectations and industry best practice.

By using this Guide alongside the Code, members can ensure that their practices not only meet but exceed required standards, fostering a culture of continuous improvement, transparency, and excellence across the membership.

# PRACTICAL SUPPLEMENTARY GUIDE UK FUNERAL DIRECTOR CODE AND MANDATORY ENHANCED REQUIREMENTS

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The Guide provides a comprehensive, practical interpretation of the Code setting out what each section means in practice, what Standards and Quality Managers (SQMs) will expect to see during inspection, and how members can evidence compliance through their policies, records, and day-to-day operations.

The UK Funeral Director Code is statutory in Scotland meaning that our Scottish members must comply with them by law. In England, Wales and Northern Ireland it is not statutory but remain as our core standards that NAFD expect its members to follow as best practice. However, we recognise best practice does not mean a one size fits all approach and that demonstrating that your policies, processes and behaviours deliver the same level of safety, transparency and dignity that the statutory standard is designed to achieve.

This Guide also turns the Code's principles into clear, achievable actions, ensuring that every NAFD member can demonstrate professionalism, transparency, and compassion in all aspects of their work.

To make implementation easier, this edition of the Guide includes a range of useful template documents, including sample policies, forms, and procedures that can be adopted or adapted to suit your business. These templates reflect best practice in key operational areas such as client engagement, care of the deceased, staff training, record-keeping, complaints handling, and business continuity planning. Together, they form a practical toolkit to help members evidence compliance and maintain the highest professional standards.

The UK Funeral Director Code, its Mandatory Enhanced Requirements, and this Supplementary Practical Guide are all part of NAFD's commitment to promoting public trust in the profession, ensuring the dignity and respectful treatment of every deceased person, and protecting the interests of bereaved families. By following these standards, members demonstrate integrity, accountability, and leadership within a sector that plays a unique and vital role in society.

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## Understanding the Guide

This guide provides an overview of the UK Funeral Director Code and the NAFD Mandatory Enhanced Requirements, in clear terms for NAFD Members. We have broken each section of the Code into three parts:

1. At a Glance – a summary to each Part<sup>1</sup> of the code (not necessarily each individual clause).
2. In Practice – an overview of what each Part of the Code means in practice for each member. Where appropriate we have included individual Clauses<sup>2</sup> to the Code.
3. During Inspection – an overview of what the SQMs may look for during premises inspections.

The guide follows the order of the Code and Mandatory Enhanced Requirements, using practical language and examples for ease of reference.

## Part 1 - Accountability and Compliance

### At a Glance

In simple terms, the Code is not a substitute for the law. You are expected to know and follow the laws on health and safety, handling human remains, data protection, employment, etc. This clause reminds you that meeting legal obligations is the foundation of your business.

### During Inspection

The SQMs will check that you understand your legal duties and have measures in place to follow them. How they will do that – they may:

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<sup>1</sup> Part refers to each section of the UK Funeral Director Code

<sup>2</sup> Clause refers to individual requirements within a Part of the UK Funeral Director Code

- ask about how you keep up with legislation (for example, adherence to Health and Safety Executive guidance, data protection rules, etc.).
- review training records or policies to ensure you operate within the law.

Essentially, they will want to see that you treat the Code as an addition to – not a replacement for – statutory requirements.

## **Part 2 - Engagement of the Funeral Director and Transfer of the Deceased**

This section covers your first contact with the client and bringing the deceased into your care. Transparency and clear communication are key.

### *Clause 2.1 - At a Glance*

Funeral directors must be clear and honest about what they can and cannot provide. If a service isn't available, they should explain this and, where possible, suggest other providers. All communication should be in simple, jargon-free language, and families' instructions should be followed wherever reasonably possible, while always complying with the Code.

### *In Practice*

- Be clear about what you can and can't do e.g., if you don't offer a certain type of coffin, say so up front instead of giving the impression that you can.
- Point people in the right direction – if you can't provide something, it's good practice to tell them where they might find it (e.g., "We don't provide horse-drawn hearses ourselves, but there are specialist companies who do, and we can give you their details.").
- Use plain English – avoid jargon or technical terms that families may not understand. For example, instead of saying "hygienic treatment of the deceased," explain simply "we can provide embalming if you wish, which means...".
- Follow the family's wishes where possible. If a client requests something within your ability, you should try to meet it. If there's a reason you can't (legal, safety, or Code compliance), explain that reason clearly.

### *During Inspection*

The SQMs will expect to see evidence of transparent communication with clients. For example, they may:

- review your price lists, brochures, or arrangement/form document.
- check that staff know how to explain to families any products or services that cannot be offered and how to direct them elsewhere.
- ask staff to explain services to gauge if they avoid jargon and give clear information.

### *Clause 2.2 and 2.1. Mandatory Enhanced At a Glance*

Self explanatory

### *In Practice*

- Gather the basics straight away – note down who is contacting you (their name, address, phone number).

- Record details of the deceased – full name, address, date of birth/age (if known), and where they are currently located (e.g., hospital, care home, private address).
- Check that the death has been confirmed – make sure a trained healthcare professional has verified or pronounced life extinct (PLE).
- Identify the client – if the person contacting you is not the person arranging the funeral, make sure you also record the actual client's details once they are known.

### During Inspection

SQMs may ask to see:

- Your first call template.
- An example of a completed first call record to check that each record contains the required information as outlined in the UK Funeral Director Code.

### Clause 2.3 and 2.2. Mandatory Enhanced at a Glance

When a funeral director is first asked to transfer a deceased person into their care, it is important to confirm who the client is and to establish their authority as soon as possible. The client must be informed that the business adheres to the Code, and a copy or link should be provided on request. Once instructed, the deceased should be taken into the funeral director's care at the earliest reasonable opportunity.

Before carrying out a transfer, the funeral director must ensure that suitable equipment and a properly equipped vehicle are used, that staff involved are trained, and that everything is clean, well maintained and fit for purpose. Throughout the process, the deceased must always be treated with dignity and care, and sensitivity shown to any bereaved people who are present.

At the place where the deceased is collected, the funeral director must confirm the deceased's identity and obtain signed authorisation from the client or their representative to transfer the deceased person into their care. If the client has not yet been identified, authorisation should be obtained from the person requesting the transfer, such as hospital or care home staff. That person must also be given written confirmation of the location to which the deceased is being transferred, and the client must be informed of all premises where the deceased will be kept as soon as possible.

A careful record must be made of any personal effects taken into the funeral director's care, and of those returned to others, with the record signed by the client, their representative or, if necessary, by responsible staff at the place of collection. In addition, an identity tag must be securely attached to the deceased, and at least three unique identifiers recorded (such as name, date of birth, date of death, or collection address).

### In Practice

Confirm who the client is – if the first call came from someone else (e.g., nursing home staff), find out quickly who the actual client is (the person with authority to give instructions) and make contact with them as soon as possible.

Where the call to transfer is made by a care home or hospital out of hours, consent may already be recorded within their documentation and we always recommend that verification of death must be confirmed by a suitably qualified professional before transfer.

Be transparent from the start – let the client know you follow the UK Funeral Director Code and provide them with a copy or web link which can be included on any documentation you leave with them.

Act promptly once instructed – collect the deceased at the earliest possible opportunity after receiving instruction to do so.

#### **Before the transfer:**

- Make sure equipment (stretchers, trolleys, etc.) is appropriate for the person's body type, clean, safe, and well maintained.
- Use trained staff for the transfer.
- Ensure the vehicle is specifically designed for transporting the deceased, clean, and well maintained.
- Treat the deceased with dignity and respect at all times.
- Be sensitive to family or others who may be present.

#### **At the place of collection:**

- Confirm the deceased's identity.
- Get signed authorisation for the transfer:
  - From the client (or their representative), or
  - From staff (hospital/care home) if the client isn't yet identified.
- Give written confirmation (letter/email) of where the deceased is being taken, with full address and contact details.
- Tell the client, as soon as possible, where the deceased will be cared for (all premises addresses).
- Record personal effects taken into your care and what was left behind or returned.  
Have this signed by:
  - The client or their representative, or
  - If they aren't available, another responsible person (e.g., hospital or care home staff).
  - If a member of the hospital or care home is unwilling to countersign, please record this fact together with their name and position.
- Record at least three unique identifiers for the deceased (e.g., full name, date of birth, date of death, address, or your case reference number).
- Make sure the identifiers are recorded and physically attached (e.g., wristlet).

#### **Identification:**

- Confirm your contractual client has the authority and has consented for you to act.

#### **During Inspection**

SQMs may ask to see:

#### **Records & Documentation**

- Written confirmation (paper or email) provided to the person authorising transfer, showing the location and contact details of where the deceased is taken.
- Personal effects log signed by the client or representative at the point of transferring the deceased into our care.

## Policies & Procedures

- Written procedures covering:
  - How a client's identity and authority to instruct are verified.
  - How transfers are carried out with dignity and consideration for the bereaved.
- That all identity checks recorded at least three unique identifiers logged (e.g., full name, date of birth, date of death, transfer address, reference number)
  - Identity tags securely attached to the deceased, cross-checked with transfer records.
  - How staff are expected to handle and record personal effects.

## Training & Competence

- Staff training records confirming competence in safe, dignified transfer of the deceased.
- Evidence of refresher training on use of equipment and vehicles.
- Facilities & Equipment
  - Records of vehicle servicing/cleaning schedules showing vehicles are maintained.
  - Evidence of equipment inspections/cleaning logs to show stretchers, trolleys, and lifting devices are fit for purpose and maintained.

## Client Communication

- Records that clients were provided with a copy or link to the UK Funeral Director Code (if requested).
- Notes of initial contact showing efforts to establish and confirm who the contractual client is.

## Part 3 - Care of the Deceased and Premises used by the Funeral Director

### At a Glance

This section of the Code sets out clear expectations for how funeral directors must care for the deceased, ensuring dignity, safety and transparency at every stage. Funeral directors are required to follow official Health and Safety Executive guidance to manage infection risks and handle the deceased safely. They must be able to explain their care services clearly and sensitively to clients, without pressure or jargon, and keep a record of these conversations. Clients must also be informed of where the deceased will be cared for, and if any part of the care is carried out by a third party, written agreements must be in place and regularly reviewed.

Care facilities such as mortuaries must be secure, private, clean and well maintained, with suitable equipment to accommodate all body types. Funeral directors must carry out regular checks on those in their care and record every action taken, storing these records securely for at least five years. All staff involved in care must be properly trained and assessed, with their competence documented, and the dignity of the deceased must always be maintained through the use of appropriate clothing and coverings.

Specific practices such as first offices, embalming and refrigeration are also addressed. First offices – the process of preparing the deceased for viewing – should normally take place unless the client has specifically requested otherwise and must be carried out in a respectful way. Embalming is not required, but if offered, clients must be given clear information and provide written consent before it takes place, with only trained staff permitted to carry it out. Where emergency invasive procedures are necessary to preserve the deceased, funeral directors must try to contact the client beforehand, ensure the procedure is carried out by qualified staff, and keep a full written record.

Refrigeration is recognised as critical to dignified care, and funeral directors must have access to suitable facilities that are secure, clean and maintained at the correct temperature (4–7°C). Capacity must be sufficient and reviewed annually, with each deceased person stored individually. Viewing of the deceased should be explained clearly to clients, with facilities kept private, clean and fit for purpose. The deceased's identity must always be confirmed before viewing, and the client's wishes respected. Where viewing is not advised, the reasons must be explained sensitively and recorded.

Finally, funeral directors must ensure that their premises and vehicles are always clean and appropriate for funeral services, and that robust systems are in place to identify every deceased person, store personal effects securely, and maintain accurate records of all actions and advice given. Care areas must be treated with respect, which means no unauthorised use of phones or cameras, and incident reporting procedures must be in place. All refrigeration equipment must be subject to routine temperature checks, with results documented.

Overall, this section emphasises that funeral directors are expected to combine professionalism, transparency and compassion with rigorous standards of safety, record-keeping and dignity in the care of every deceased person entrusted to them.

### In Practice

- Follow infection control guidance – Be familiar with HSE rules on handling the deceased. Staff must work safely to protect themselves and others from infection.
- Explain your services clearly. When meeting with families, describe (sensitively, in plain English) how you will care for the deceased. Keep a written note that you have done this.
- Never pressure clients. Families should be supported, not pushed. All advice should be given calmly, in a way they can easily understand, bearing in mind their grief.
- Tell families where their loved one is. Always inform clients where the deceased will be kept, and if they are moved, explain why and where to.
- Third-party care providers. If another business helps with care (e.g., embalming or refrigeration), you must:
  - Have a written Service Level Agreement (SLA), reviewed annually.
  - Tell the client which parts of care are provided by the third party.

- Care facilities must be fit for purpose – Mortuaries/care rooms must be:
  - Lockable and secure and accessible only by authorised personnel.
  - Clean, well-maintained, and inspected regularly.
  - Equipped to handle all body types.
- Checks on the deceased. Carry out regular checks on condition, plus one final check before closing the coffin or holding the funeral.
- Keep detailed records. For every deceased person, log what care was given, when, where, and by whom. Records must be secure, accessible, kept for at least 5 years, and compliant with data protection law.
- Staff training. Assess staff who care for the deceased. Keep records of training and competency.
- Maintain dignity. Always use appropriate covers or shrouds or clothing to ensure respect.
- First offices (initial care of the deceased):
  - Normally carried out unless the client instructs otherwise.
- Include cleaning, washing, dressing, closing eyes and mouth, arranging hands.
- Record reasons if not carried out.

### **Embalming:**

- Not legally required or mandatory for funeral directors to offer.
- Must be explained clearly, with written client consent obtained if chosen.
- Only trained, qualified staff should carry out embalming.
- While the Code primarily applies to funeral directors' own premises, client choice remains paramount, even though embalming in a private home would be extremely rare. If a family requests this:
  - Explain that the premises must be inspected to ensure the room is fit for purpose, safe, and hygienic.
  - Obtain full written consent from both the client and the homeowner (if different).
  - Conduct and record a thorough pre-procedure inspection of the space to confirm it meets the necessary standards for safe and compliant embalming.
  - Proceed only if all safety, hygiene, and Code requirements can then be met.

### **Emergency invasive procedures:**

- Examples include aspiration for tissue gas or gastric swelling. Pacemaker removal is not considered an emergency invasive procedure but a standard care requirement where cremation is planned.
- Try to get client's consent first; if not possible, record why and inform them as soon as possible.

- Must only be done by trained staff.

### **Refrigeration:**

- Must have access to clean, secure refrigeration (on-site or via SLA).
- Units must run at 4–7°C, be lockable, and hold each deceased separately.
- Capacity must be reviewed at least once a year.
- Keep temperature monitoring records.

### **Viewing the deceased:**

- Tell clients if viewing is included.
- If not standard (e.g., direct cremation), make this clear early.
- Try to facilitate viewing if requested, even if via another funeral director (any extra costs must be explained).
- Viewing rooms must be private, clean, well-maintained.
- Always confirm identity of the deceased before viewing.
- Respect client wishes about presentation (make-up, coffin open/closed, who may attend).
- Staff should be nearby during viewings to support the family.
- If viewing isn't advised or must be restricted, explain sensitively and record the advice.

### **Security and identification:**

- Mortuary access strictly controlled, with out-of-hours log kept.
- Each deceased must be identified by at least three unique identifiers (e.g., name, date of birth, date of death, address or reference number).
- Identification should be affixed (e.g., wristband).
- Systems should allow inspectors to identify the deceased without staff help.
- Personal effects must be logged and securely stored.
- Records to be kept (secure, authorised access only).
- Funerals provided (services, estimates, invoices).
- Advice to clients about viewing and the outcome.
- Appropriate handling and management of ashes.

### **Care practices:**

- No personal phones or cameras allowed in care areas unless authorised and logged.
- Only trained and competent staff may handle the deceased.
- Have an incident reporting and escalation system in place.

## During Inspection

The SQMs may look for:

- Knowledge of HSE Guidance (3.1):
  - Training records showing staff have been briefed on Managing Infection Risks when Handling the Deceased.
  - Copies of the HSE guidance held on-site and included in staff induction manuals.
- Explaining services and recording it (3.2–3.4):
  - Copies of client records showing services explained and confirmation of location(s) where the deceased will be cared for.
- Use of third parties (3.5–3.6):
  - Written Service Level Agreements (SLAs) with any third-party providers (e.g. refrigeration, embalming etc.).
  - Evidence of annual SLA reviews.
  - Records confirming clients were told which aspects of care were provided externally.
- Care facilities (3.7):
  - Inspection of mortuary facilities (lockable doors, cleanliness, equipment maintenance logs).
  - Cleaning schedules and maintenance records.
  - Evidence of suitable equipment for different body types (stretchers, lifts, fridges).
- Visual checks of the deceased (3.8):
  - Care logs showing dates, times, and outcomes of visual checks, including before coffin closure.
- Comprehensive deceased records (3.9):
  - Secure record system (manual or digital) logging:
    - Arrival/departure times.
    - Care actions (washing, dressing, embalming, first offices etc.).
    - By whom and when.
  - Data protection measures (secure storage, limited access, retention policy for 5 years).
- Staff assessments & training (3.10):
  - Training records and competency assessments for all staff involved in care.
  - Records of refresher training and outcomes.
- Dignity of the deceased (3.10.2):
  - Policy documents on use of shrouds/clothing/modesty covers.
  - Evidence from observation and care logs.

- First offices (3.11):
  - Client records noting discussions about first offices.
  - Logs showing when and how first offices were performed.
  - Written reasons kept if not carried out.
- Embalming (3.12):
  - Written client consent forms for embalming.
  - Training/qualification certificates for embalmers (if appropriate).
  - Health & safety risk assessments for embalming practice.
- Emergency invasive procedures (3.13):
  - Written records of any such procedures, reasons why, and attempts to contact client.
  - Training/qualification evidence for staff carrying them out.
- Refrigeration (3.14):
  - Temperature monitoring logs (showing 4–7°C range).
  - Evidence of annual capacity review.
  - SLAs with external providers if refrigeration is outsourced.
  - Secure access logs for refrigeration units.
- Viewing of the deceased (3.15–3.21):
  - Policies explaining whether viewings are included.
  - Records of advice given to clients about viewing (or not).
  - Logs of any viewings facilitated, including client requests (e.g. make-up, coffin open/closed).
  - Facility inspection to check privacy, cleanliness, and suitability.
- General facilities and records (3.1–3.11):
  - Cleanliness and maintenance logs for premises and vehicles.
  - Security logs for mortuary access (including out-of-hours entries).
  - Records of identification measures used (wristlets, tags, reference numbers).
  - Records of personal effects securely stored and returned.

## Part 4 - Planning the Funeral Service according to the Wishes of the Deceased and the Bereaved

### At a Glance

When planning a funeral, arrangements should always reflect the wishes of the deceased and their family. Funeral directors and their staff must be knowledgeable enough to explain clearly the services they provide, as well as how the deceased will be cared for. This includes being able to describe, both verbally and in writing, the different options available for burial and

cremation if the family asks. Clients should always receive clear, comprehensive information about the services on offer and what each involves.

Families must also be given enough detail to make informed choices. This means funeral directors must follow the requirements of the CMA Funerals Market Investigation Order 2021 and any other legal obligations. Once the family has made their decisions, the arrangements should be confirmed in writing or electronically. An itemised estimate, including third-party costs where known, must be provided, followed later by a final account that matches the estimate so far as possible.

If anything changes between the estimate and the final bill, these changes must be explained clearly to the client in advance, agreed with them, and recorded. The funeral director should be able to demonstrate, through an audit trail, why the changes were made.

#### In Practice

- You and your staff must know your services well enough to explain them clearly to families, not just verbally, but also in writing.
- You should be able to describe exactly how you will care for the deceased (e.g. refrigeration, preparation, viewing facilities).
- If asked, you must be able to explain the range of burial and cremation options, including location and availability.
- Clients should always receive clear, straightforward explanations of what you offer, without jargon.
- You must follow the CMA Order 2021 and any other relevant laws when providing information about prices and services.
- Once the family has chosen their preferred arrangements, you should:
  - Give them written or electronic confirmation of what has been agreed.
  - Provide a detailed, itemised estimate of charges, including third-party costs (disbursements) where known.
  - Provide a final invoice that matches the original estimate, so the client can easily compare.
- If costs or services change after the original estimate, you must tell the client beforehand and get their agreement.
- Any changes should be clearly described and justified.
- Keep an audit trail (notes, emails, signed confirmations) so you can show exactly why and when changes were made.

#### During Inspection

The SQMs may look for:

- Evidence of staff training in explaining goods, services, and care of the deceased.
- Written materials (brochures, website) describing services clearly.
- Records confirming who acted as client and what authority they held.
- Written or electronic estimates and confirmations, including itemised breakdowns.
- Final accounts that match the estimate, with clear justification for any differences.

- Compliance with CMA Order 2021 requirements.
- Audit trail documenting changes between estimate and final bill.
- Written evidence that clients were notified of, and agreed to, changes.
- Comparison of estimates to final accounts to confirm transparency.

## Part 5 – Delivery of the Funeral

### At a Glance

The funeral director is responsible for ensuring that the funeral is delivered smoothly, respectfully, and in line with the wishes of the client. This involves making bookings for venues, officiants, or catering when asked, and ensuring all necessary legal paperwork is completed and submitted on time. Accurate records must be kept, including any changes to instructions, so that the client's wishes are properly documented. The deceased should always be presented with dignity, according to the family's instructions.

Funeral directors must also manage donations in a transparent and secure way. This includes having a clear, written policy that staff understand and that clients can access if they wish. Records must be kept of all funerals, services provided, costs, advice about viewing the deceased, and how ashes are handled.

Special care must be taken with ashes. Funeral directors must have a written ashes management policy that sets out exactly how ashes are stored, recorded, transferred, and returned or scattered. Ashes should always be stored securely, together with the cremation certificate, in a clean, dry, and locked location. Each set of ashes must be kept separate, properly labelled, and an audit trail kept of all actions taken. Clients must be clearly informed of their options (such as interment, scattering, or keeping ashes in an urn), and changes to instructions must be allowed for.

More broadly, funeral directors are expected to treat every client with fairness, dignity, and respect, recognising that many families are vulnerable. They must only accept instructions for which they have the skills, staff, and resources to carry out, and services must be delivered competently and on time. Clients should always receive full, clear, and up-to-date information about pricing (both in the funeral home and online) including third-party costs. Clients also need to be reminded that they are personally responsible for having the legal right to arrange the funeral and to make payment of the funeral account.

Funeral directors should take reasonable steps to avoid being caught up in family disputes and ensure that pricing information is kept current. Finally, ashes must never be withheld as a way of securing payment, and any loss or damage of ashes must be reported promptly to management, the client, and, if relevant, trade bodies or regulators.

### In Practice

- Manage the whole funeral professionally. Make all necessary bookings (service location, officiant, catering etc) when the client asks you to.
- Ensure statutory paperwork is done correctly and check that all required forms are completed and sent to the right authorities on time.
- Keep accurate records. Log every service requested, estimates, invoices, and any changes to the client's instructions.

- Present the deceased appropriately ensuring the person is cared for and presented in line with the client's wishes (where possible and safe).
- Handle donations properly and follow a clear written policy (known by staff, available to clients) so money is managed securely, transparently, and as the family requests.

### **Record Keeping:**

- Records of all funerals, including requested services, estimates, and invoices.
- Notes on advice given to families about viewing the deceased, and the outcome.
- Detailed records on the management and handling of ashes.

### **Ashes Management:**

- Have a written ashes management policy, covering:
  - Secure, clean, and designated storage of ashes with the cremation certificate.
  - Procedures for recording each set of ashes and preventing mix-ups.
  - Handling of splitting ashes, transfers, or release of ashes (including client ID checks).
  - Keeping an audit trail of all actions.
  - Recording scattering or interment of ashes (if you carry it out).
- Clearly explain the family's options (scattering, interment, urn retention).
- Respect changes in client instructions about ashes.
- Never combine ashes from different people unless specifically requested by the client /family following, say, a husband and wife funeral or ashes have been retained at the request of the client for them to be mingled following a subsequent death.
- Report lost or damaged ashes immediately to management, the client, your trade body, and any regulator.
- Never withhold ashes to secure payment.

### **Client Care and Information:**

- Treat all clients fairly, respectfully, sensitively and remembering some may be vulnerable.
- Only accept instructions you have the resources and skills to carry out.
- Provide a competent, timely service tailored to each family's needs.
- Give clear, full pricing information (in the funeral home and online) including third-party costs.
- Make sure clients understand the overall cost as the arrangements progress.
- Remind clients they are personally responsible for being legally entitled to make funeral arrangements and make payment of the funeral account.
- Avoid getting caught up in family disputes.

- Keep your pricing information complete and up to date.

### During Inspection

The SQMs may look for:

- Bookings & statutory forms (5.1.1–5.1.2)
  - Records of bookings made (venues, officiants, catering, transport).
  - Copies of statutory forms (cremation/burial forms, the Registrar's Certificate for Burial or Cremation (Green etc.) showing they were completed and submitted on time).
  - A system or log showing forms are tracked and deadlines met.
- Records & documentation (5.1.3)
  - Client files with detailed notes of instructions given and any changes.
  - Signed confirmation of changes (e.g., amended estimates or updated emails).
  - Audit trail showing version control (a system for tracking changes to documents over time) or updates.
- Presentation of the deceased (5.1.4)
  - Written procedures for preparing and presenting the deceased.
  - Checklists signed off by staff for each case.
  - Records of specific family wishes (e.g., clothing, personal items, viewing requests).
- Donations management (5.1.5–5.1.6)
  - A written donations policy accessible to staff and clients.
  - Donation handling logs (showing amounts received, stored, passed on).
  - Evidence that donations are kept securely (e.g., safe or locked cashbox).
  - Staff training records confirming awareness of the policy.
- Funeral records (5.2.1–5.2.3)
  - A register or database of all funerals provided.
  - Copies of estimates and final invoices for each funeral.
  - Records of advice given on viewing (with notes of client decision).
  - Documentation on ashes management for each case.
- Ashes management policy (5.3)
  - A written ashes management policy covering:
    - Secure storage (designated, locked, clean, dry location).
    - Recording each set of ashes and keeping with cremation certificate.
    - Procedures for splitting, transferring, or releasing ashes.

- Client ID checks before ashes release.
  - Audit trails for all ashes-related actions.
  - Reporting lost/damaged ashes.
  - Ashes log book or digital register.
  - Evidence of staff following the policy (sign-off sheets, training records).
- Fair treatment & transparency (5.1–5.11)
  - Policies showing respect and dignity for clients, especially the vulnerable.
  - Staff training records on communication, equality, and dealing with vulnerable people.
  - Transparent pricing information displayed in the funeral home and online.
  - Copies of estimates and invoices showing clear breakdown of third-party costs.
  - Leaflets or client information packs given at arrangement meetings.
  - Records showing clients were advised of their legal responsibilities to arrange the funeral (business terms and conditions).
  - Evidence of steps taken to avoid involvement in family disputes (e.g., notes in case files, correspondence).
  - Confirmation pricing information is up to date and publicly available.
  - Logs showing ashes are stored securely and never withheld for payment.

## Part 6 – Complaints

### At a Glance

Every funeral director must have a written complaints procedure that is easy for clients to access, either online or on request. When a complaint is made, the procedure must be followed, setting out clearly how to complain, how the matter will be handled, and when the client can expect a response. All outcomes must be provided in writing. Clients can complain directly to the funeral director, who must make a genuine effort to resolve the issue, or through the NAFD (or SAIF if a joint member). If the issue cannot be resolved locally, details of an independent dispute resolution body must be given and used if necessary. Complaints must always be dealt with fairly, openly and promptly, and funeral directors must be transparent about serious mistakes or incidents. They must also have a formal process for handling discrimination complaints.

### In Practice

- Have a written complaints procedure that sets out how clients can complain and how you handle complaints.
- If you have a website, it must be published there.
- If not, you must be able to give it to clients quickly (electronically or on paper) if they ask.
- Your complaints procedure must cover:
  - How a client can make a formal complaint.
  - How you will respond (steps, who handles it, and timelines).
  - That any final outcome/response is always given in writing.
- How to deal with complaints in practice:
  - Try to resolve issues directly with the client quickly and fairly.
  - Advise your client that as a member of the NAFD they are able to escalate complaints to us.

- If unresolved, you must give clients details of NAFD Resolve (the Alternative Dispute Resolution (ADR) service available as a benefit of membership)<sup>3</sup>
- Standards for handling complaints:
  - Treat all complaints promptly, fairly, openly, and effectively.
  - Be transparent with clients if serious mistakes or incidents occur.
  - Have a documented way to deal with complaints about discrimination.

### During Inspection

The SQMs may look for:

- A copy of the written complaints policy.
- Evidence of where it is published (e.g., on the company website, in brochures, or client information packs).
- How you keep printed or electronic copies available for clients on request.
- How clients are informed about how to make a complaint (e.g., a leaflet, website section, or contract wording).
- Internal procedure documents that set out how complaints are logged, investigated, and resolved, including clear timescales.
- Examples of template response letters or emails to show that written replies are standard practice.
- Your complaints log (with anonymised entries) to evidence genuine attempts to resolve complaints promptly and fairly.
- Correspondence showing escalation routes to your trade association, if applicable.
- What learning or corrective actions were taken following complaints.
- Evidence that ADR details are given to clients — for example, in contracts, on the website, or within complaint acknowledgment letters.
- How complaint outcomes were communicated openly and in writing.
- Records of how complaints were resolved (including timelines).
- Your documented process for handling discrimination complaints.
- Evidence of staff awareness/training on equality and diversity obligations.

## Part 7 – Business Continuity and Managing Risks

### At a Glance

Every funeral director should have a clear plan in place for dealing with unexpected situations. This means writing and keeping up to date a contingency plan that explains how the business would cope if there were a sudden rise in deaths, or if normal services were disrupted or unavailable. When preparing this plan, it is important to work with local crematoria, burial

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<sup>3</sup> If you are a joint member of both SAIF and NAFD, you will need to refer a complainant to one or the other but not both.

grounds, other funeral directors, and the NHS Board where possible, so that the arrangements are realistic and co-ordinated.

Beyond contingency planning, funeral directors should make sure their business is well managed and resilient. This includes having a clear governance structure with defined reporting lines, robust systems and controls to ensure compliance with the Code, and training so that staff are competent for their roles and responsibilities.

Professional indemnity insurance should be in place to protect the business, its employees, and its clients. Finally, funeral directors must actively identify, monitor, and manage risks and take action where issues are found to ensure they can continue to deliver services to a high standard and in line with the Code.

### In Practice

- Have a written contingency plan that sets out:
  - How you will cope if there's a sudden rise in deaths (e.g., pandemic, local incident).
  - What you'll do if key services are disrupted (e.g., vehicles break down, mortuary facilities fail, staff shortages).
- Work with others when planning. Where possible, consult local crematoria, cemeteries, other funeral directors, and your NHS Board so your plan is realistic and joined up.
- Put proper governance in place. Make sure your business has clear reporting lines (everyone knows who is responsible for what).
- Use effective systems and controls including record-keeping, staff rotas, compliance checks, and policies that ensure you meet Code standards.
- Train your staff properly. All staff should have training appropriate to their role and responsibilities so they can perform competently and safely.
- Maintain insurance cover to ensure you have adequate professional indemnity insurance that protects the business, your staff, and your clients. As a member of the National Association of Funeral Directors, this is a benefit of your membership.
- Manage risks actively by regularly identifying and reviewing potential risks to your services and take action to address them (e.g., staff cover plans, equipment servicing, emergency suppliers).

### During Inspection

The SQMs may look for:

- A written contingency plan (dated and reviewed regularly) that:
  - Sets out how the business will handle a sudden rise in deaths (e.g., additional vehicles, temporary staff, refrigeration capacity).
  - Covers how services will continue if disrupted (e.g., power cuts, vehicle breakdowns, staff illness, IT failures).
- Records or correspondence showing engagement with third parties (e.g., meeting notes with crematoria or burial grounds, mutual aid agreements with other funeral directors, contact with NHS Board).
- Evidence that the plan is reviewed and updated (e.g., version control, signatures, or annual review notes).

- An organisational chart or written description of reporting lines.
- Evidence of internal audits or compliance checks.
- Training records (staff induction, refresher training, CPD logs).
- Certificates from courses attended (health and safety, data protection, bereavement care, manual handling, etc.).
- A risk register (document listing key risks, likelihood, impact, and mitigation measures).
- Evidence of monitoring and updating the register (e.g., quarterly reviews).
- Records of action taken when issues were identified (e.g., incident reports, corrective actions).

## Mandatory Enhanced Requirements

### Part 8 – Publicity and Ethical Procurement of Business

#### At a Glance

Funeral directors must present themselves honestly and respectfully in all publicity. Any advertising or communication should be accurate, transparent, and never misleading, as public trust in the profession depends on integrity. When charges are advertised, they must be clearly explained, with it made obvious whether or not third-party costs (disbursements) are included.

Funeral directors must not actively seek business through unsolicited approaches (whether in person, by phone, or through third parties) such as selling funeral plans directly to members of the public. If a client has been referred by an introducer, the funeral director must always explain if that introducer has any financial or other interest in making the referral, so the client can make an informed choice. This clause does not preclude a mail drop (posting leaflets or brochures through letterboxes) is not an “approach in person” and not a direct personal contact, it's classed as general marketing or advertising. UK direct marketing and data protection law (PECR and UK GDPR) only restrict targeted marketing using personal data (like named letters, emails, or phone calls). Mail drops that are untargeted (e.g. generic leaflets delivered door-to-door without using personal information) are fully lawful and compliant with both legislation and the Code's intent.

#### In Practice

- Be honest in advertising. All brochures, websites, signage, and social media must give a truthful, clear picture of your services and prices. Don't exaggerate or make claims that could damage trust in the profession.
- Show charges clearly. When mentioning prices, explain whether disbursements (third-party costs like crematorium or burial fees) are included or not, so families are not misled.

- No cold-calling or doorstep selling. You must not approach people directly, in person or by phone, to try to sell funeral services or funeral plans. Business should come from client choice, not pressure.
- Be transparent about referrals. If someone (like a care home) refers a client to you and they benefit financially (or otherwise) from doing so, the client must be told.

#### **During Inspection**

The SQMs may look for:

- Copies of adverts, brochures, and website content to show accuracy.
- Examples of published price lists (e.g., displayed in branch, online).
- Completed itemised estimates and invoices that clearly state whether disbursements are included.
- Written policy confirming the business does not cold-call, doorstep-sell, or use third-party agents in this way.
- Training records showing staff are instructed not to engage in unsolicited sales.
- Sample letters or client information sheets where introducer interests are disclosed.
- Contracts/agreements with introducers showing transparency.

## **Part 9 – Training and Professional Development**

#### **At a Glance**

Funeral directors and their staff are expected to take responsibility for their own learning and keep a personal development record. Anyone working directly with bereaved families must have the right skills and knowledge to provide appropriate support. Likewise, anyone caring for the deceased must be properly trained and competent in their duties. Staff with responsibility for ensuring legal compliance or professional standards must also have the necessary knowledge to carry out these obligations.

#### **In Practice**

- Everyone keeps learning. You and your staff should maintain a personal development record (like a training log or CPD file) and update it regularly. You can do this through NAFD Inspire – a benefit of your membership.
- Ongoing responsibility. Each person is responsible for their own professional growth, not just the employer.
- Bereaved care skills. Anyone dealing directly with families must have the right interpersonal skills, empathy, and knowledge to support grieving clients appropriately.
- Deceased care skills. Anyone handling the deceased must have the correct technical training, competence, and respect for carrying out that role safely and professionally.
- Compliance knowledge. Anyone with responsibility for following the law (health & safety, data protection, CMA rules, this Code, etc.) must be trained and confident in those areas.

#### **During Inspection**

The SQMs may look for:

- Certificates of training or qualifications, e.g., health & safety, manual handling, bereavement care, infection control, care of the deceased, or compliance training. This might be through NAFD Inspire and/or the business's own internal learning management systems.
- Induction records for new staff, showing they were trained before undertaking duties.
- Attendance sheets or completion records for in-house training sessions, workshops, or external courses.
- Policies/procedures showing how ongoing training needs are identified and addressed.
- Role-specific training evidence, e.g.:
  - For staff supporting the bereaved → training in communication, grief awareness, cultural sensitivity.
  - For staff caring for the deceased → training in safe handling, hygiene, infection control.
  - For staff ensuring compliance → training in GDPR, health & safety law, and Code requirements.

## Part 10 – Equality, Diversity and Inclusion

### At a Glance

Funeral directors and their staff must treat everyone with fairness and respect. This means never discriminating against, harassing, or victimising anyone during professional dealings. Where clients, employees, or managers have a disability, reasonable adjustments should be made so they are not disadvantaged and importantly, the costs of these adjustments should not be passed on to them. If any complaints of discrimination arise, they must be handled quickly, fairly, openly, and effectively.

### In Practice

- Treat everyone fairly. You and your staff must not treat clients, families, or colleagues differently because of protected characteristics such as age, race, religion, sex, disability, or sexual orientation.
- Do not harass or victimise anyone. Bullying, offensive behaviour, or unfair treatment must not occur in any dealings with clients, staff, or third parties.
- Support disabled people. Make reasonable adjustments so that disabled clients and staff can access services or carry out their work without unnecessary barriers, such as step-free access, large-print documents, or flexible working arrangements.
- Do not charge extra for adjustments. The cost of these adjustments must not be passed on to disabled clients, employees, or managers.
- Handle complaints properly. If someone raises a concern about discrimination, investigate it promptly, fairly, and openly, and take appropriate action.

### During an Inspection

SQMs may look for:

- Written policies on equality, diversity and inclusion that are up to date and shared with staff.

- Training records showing staff have received EDI training (e.g. induction or refresher sessions).
- Examples of reasonable adjustments made for disabled clients or staff (such as accessible entry into the funeral home).
- A complaints procedure that includes discrimination issues, with records showing any complaints were logged and handled promptly, fairly and openly.

## Part 11 - Confidentiality and Data Protection

### At a Glance

Funeral directors must handle all personal information with care. This means complying fully with data protection laws and keeping the affairs of clients private unless the law requires disclosure or the client has given consent. The same duty of confidentiality extends to the deceased, and information about them must not be shared unless legally required or agreed by the client. Funeral directors should also have reliable systems and controls in place to identify any risks to confidentiality and take steps to reduce those risks.

### In Practice

- You must follow the requirements of data protection law including the General Data Protection Regulation.
- Information about clients must always be kept private unless the client has given permission or the law requires you to share it.
- Information about the deceased must also be kept private unless the client has agreed or the law requires you to share it.
- You should have systems in place to spot any risks to confidentiality and processes to reduce those risks, such as secure storage of records and controlled access to information.

### During Inspection

The SQMs may look for:

- A written data protection policy that shows compliance with UK GDPR requirements.
- Staff training records confirming that employees have received guidance on confidentiality and data protection.
- Examples of privacy notices given to clients explaining how their data is used and protected.
- Secure systems for storing client and deceased records, such as password-protected databases or locked filing cabinets.
- Evidence of consent forms or written permissions where client or deceased information has been shared.

## Part 12 – Working with your Regulators

### At a Glance

You must keep your regulators informed about any significant changes to your business, such as opening or closing a branch, or if another regulator takes action against you. This includes

both sector regulators such as the Financial Conduct Authority (FCA) and wider bodies like the International Standards Organisation (ISO) or the Health and Safety Executive (HSE). If there is a serious failure to comply with the Code, you must also notify them.

At all times you are expected to co-operate fully with your regulators. This means engaging openly with any investigations into your compliance with the Code and following any written notices from them or from independent organisations that oversee complaints.

Whilst the NAFD is not a regulator in the traditional sense, members are required to allow access to their premises during inspections (whether announced or unannounced) and to provide any information necessary for assessing compliance. When self-reporting is required, members must ensure that all information submitted is complete, accurate and provided promptly.

### In Practice

- If there are important changes in your business, you must tell your regulator quickly. Examples include opening or closing a branch, or if another regulator such as ISO or the Health and Safety Executive takes action against you.
- If you fail in a serious way to follow the UK Funeral Director Code, this should also be reported.
- You must always co-operate with your regulator, including if they are investigating your compliance with the UK Funeral Director Code.
- If your regulator or an independent complaints body issues a written notice, you must follow it.
- You must allow regulators to carry out both planned and unplanned inspections and give them access to all areas of your premises that they need to see.
- You must meet any requirements to self-report and make sure that the information you provide is complete and accurate to the best of your knowledge.

### During Inspection

The SQMs may look for:

- Records of notifications sent to regulators (incl. NAFD) about changes (for example, emails or letters confirming the opening or closure of premises).
- Their ease of access to the business.
- Policies or procedures outlining how the business maintains ongoing communication and co-operation with regulators.

## **Part 13 – Standard Operating Procedures**

### At a Glance

Members must keep clear written procedures and accurate records. This includes knowing which staff are authorised to handle the deceased, keeping logs for visitors and contractors, and ensuring security in mortuaries and chapels of rest. Embalming must be fully documented, and regular audits and risk assessments should show that strong safeguards are in place to protect the deceased.

## In Practice

- Keep a register of authorised staff who can collect, transport, prepare the deceased, or help during viewings.
- Maintain records of all casual or temporary staff who assist with removals or transfers.
- Keep out of hours rotas up to date and record any staffing changes that affect removals and transfers.
- Have written lone working policies and procedures.
- Have a written whistleblowing policy and procedure for employees.
- Use a sign in and sign out log for all visitors, showing the purpose of each visit.
- Keep records of how contractors are supervised when they are on site.
- Have a system to identify and highlight deceased individuals with the same or similar names.
- Set clear rules for who may enter the mortuary or chapel of rest and under what circumstances.
- Ensure that all doors and access points to the chapel of rest are secure.  
If the funeral home has a single chapel, access should be controlled through the main entrance, which can remain locked at all times to ensure the entire premises, including the chapel of rest, remains secure.
- Keep a register of all viewings that take place.
- Keep detailed records for every embalming procedure, including the date and, if a trade embalmer is used, their full details.
- Maintain documented evidence of regular internal audits and risk assessments. These must include proof of strong security measures to protect the deceased.

## During an Inspection

The SQMs may look for:

- A register listing all authorised staff who collect, transport, or prepare the deceased, and those who assist with viewings.
- A written lone-working policy and procedure available for review.
- A written whistleblowing policy and procedure accessible to staff.
- A visitor log book or electronic record showing names, times, and purpose of visits.
- Records of contractor supervision protocols and completed supervision logs.
- A system (paper or digital) that flags cases where deceased individuals have identical or similar names.
- Written procedures stating who is permitted access to mortuary and chapels, under what circumstances.
- Evidence of secure entry points (e.g. key control system, door locks).
- A viewing register showing names, dates, and times of visitations.
- Embalming records for each procedure, including dates and details of the embalmer (with external trade embalmer details recorded if used).
- Written reports or files of internal audits.
- Documented risk assessments, including security measures for safeguarding the deceased.

# FREQUENTLY ASKED QUESTIONS

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## **Why did NAFD add Enhanced Mandatory Requirements to the core code? Was anything wrong with the core code?**

No. The core code remains sound. The sector is evolving, client expectations are changing, and standards will continue to develop. The enhanced requirements build on the statutory foundation and reflect learning from the Scottish process and previous NAFD codes, to ensure we continue to move standards forward.

## **What exactly is the “core code” and what is NAFD adopting?**

The core code mirrors the Scottish statutory code word for word, with Scottish-specific references removed. This gives the UK a single shared foundation. NAFD and SAIF agreed to this joint approach so members can work to one professional standard across the UK.

## **So what are the Enhanced Mandatory Requirements?**

They are NAFD’s additions that sit on top of the core code. They reflect existing NAFD standards and raise expectations in areas such as transparency, record keeping, care of the deceased, training and governance. They are mandatory for NAFD members and demonstrate going beyond the baseline.

## **When does the new UK Funeral Director Code take effect for members?**

There is a transition through the end of the year. From 1 January next year, the UK Funeral Director Code will be the single code that applies, with a twelve-month bedding-in period to support implementation.

## **Why base a UK-wide code on the Scottish statutory code?**

Scotland is the only part of the UK with a statutory code and so provides an opportunity for a UK wide standard to be developed providing confidence and transparency for consumers and consistency for member businesses.

## **Does “fully trained” have a defined level?**

Not yet at a single fixed level. Training should be appropriate to the specific role. NAFD provides programmes, qualifications and CPD via NAFD Inspire, and will share further guidance as it develops.

## **How will compliance be policed, and do we have enough inspectors?**

Inspection will continue as now. NAFD has three Standards and Quality Managers (SQM), with a fourth joining toward the end of November to complete the team. The approach is supportive and collaborative.

**During the bedding-in period, what happens if we are not yet fully compliant?**

Inspections will flag advisories and any non-compliance, and SQMs will work with you on reasonable timescales to resolve issues. It is a supportive process, not a punitive one.

**Are the Enhanced Mandatory Requirements only for NAFD members?**

Yes. The core code applies as the foundation. The Enhanced Mandatory Requirements are part of NAFD membership expectations.

**Will visits be scheduled or unannounced?**

No change from current practice. Most will be unannounced. If a visit is scheduled, there will be a specific reason.

**Are template policies, procedures and forms available?**

Yes. A suite of Word templates will be available, along with a supplementary practical guide to the Code and these FAQs. All will be hosted on NAFD Inspire. If you need help accessing Inspire, National Office will assist.

**Is there a supplementary practical guide to help us evidence compliance?**

Yes. The guide includes the Code in full, practical guidance on evidencing each section, and a summary of what SQMs will inspect against. It is designed for day-to-day use.

**What is the position on personal mobile phones in mortuary or care areas?**

No personal phones or recording devices should be used in care areas unless specifically authorised by the business within its policy. Business-authorised CCTV is compatible with the Code, provided GDPR controls are in place.

**Are cold rooms acceptable, or must we have cabinet refrigeration?**

Cold rooms are acceptable. While the core code refers to refrigeration, it is not limited to cabinet units. A properly managed cold room is compliant.

**Do we need refrigeration space for every person in our care?**

No. You must have sufficient appropriate refrigeration for those who require it. Embalmed individuals resting in suitable, dignified spaces do not require refrigeration and should not be counted in a simple “per person” fridge capacity tally. The key is not exceeding dignified capacity.

**Must each person have an individual bay if we use a cold room?**

A cold room with appropriate racking and individual trays is compliant. Each person must have a dignified, clearly identified resting place within the refrigerated unit.

### **What counts as an emergency invasive procedure versus normal first offices?**

First offices, including suturing and feature setting, are considered part of day-to-day care with appropriate consent and records. Emergency invasive procedures are different; examples include aspiration for tissue gas or gastric swelling.

### **Is pacemaker removal an emergency invasive procedure?**

The view expressed was that pacemaker removal is not an emergency invasive procedure. It is one of the tasks that may need to be undertaken as part of normal care and legal compliance before cremation.

### **What if a person has a hazardous implant and the client refuses the removal of it?**

Cremation cannot proceed if a hazardous implant remains in place and the crematorium is aware of it. This may affect the planned cremation until the issue is resolved.

### **What identifiers must we use when taking someone into care?**

Use at least three unique identifiers, for example full name, date of birth, date of death, or collection address, and ensure they are securely attached and recorded, such as via an identification wristlet.

### **How do we handle authority and consent for transfer, especially out of hours from care homes?**

The Code requires establishing client authority and consent before transfer. Where a nursing home makes the call at night, there may already be recorded consent on file. NAFD will provide further clarification on this point and members are invited to send specifics so the guidance reflects real-world scenarios.

### **Do we need verification of death before transfer?**

Yes. Verification should be by a suitably qualified professional. Many firms already ask about verification before bringing someone into care and collect evidence at collection. We also recognise that this might not be the same across the whole of the profession and whilst we consider it best practice, guidance will be sought elsewhere on this issue.

### **What are the expectations around ashes management?**

You must have a written ashes management policy, maintain secure storage with the cremation certificate, keep a full audit trail, and provide clear options and information to families. If ashes are ever lost or damaged, inform the client and relevant parties promptly and manage the incident transparently.

### **If ashes are damaged or lost in our care, should we also inform the crematorium?**

For our Scottish members, there is a requirement to inform the crematorium. Following the guidance provided by the Federation of Burial and Cremation Authority (FBCA) for England, Wales and Northern Ireland there would be no obligation to inform the crematorium, although it would be useful for the member to advise them if there is to be a burial or scattering of ashes. If ashes require drying out (such as those that have been exhumed), they

are usually dried out in the empty cremator overnight in a tray prior to being placed in a container.

### **What about complaints handling and Alternative Dispute Resolution?**

You must have a clear written complaints procedure, act promptly and fairly, confirm outcomes in writing, and give clients information about an approved Alternative Dispute Resolution (ADR) body, demonstrating a genuine commitment to use ADR if needed. Openness about serious mistakes is required.

### **What governance and risk controls does the Code expect?**

Businesses should have a clear management structure, defined reporting lines, robust systems and controls, suitable professional indemnity insurance, and proactive risk management. Training must maintain competence for each role.

### **What are the rules on advertising and public information?**

All publicity must be accurate, clear and never misleading, with transparent pricing that makes third-party fees explicit. No unsolicited approaches to promote services or plans. Clients must be told if an introducer has any financial interest.

### **What about equality, inclusion and data protection?**

There must be no discrimination, harassment or victimisation. Reasonable adjustments must be made and must not incur extra costs to those affected. GDPR compliance and confidentiality safeguards are essential, with systems to identify and reduce risks to personal information.

### **What are the expectations for premises access and security?**

Keep clear records of authorised staff and rotas, have loan-working and whistle-blowing policies, and tightly control mortuary and chapel access. Keep detailed records for all invasive procedures and evidence of audits and risk assessments. Visitors and contractors must declare their purpose and be accompanied.

### **Is there a requirement to co-operate with regulators and report significant changes?**

Yes. You must notify regulators of significant changes, cooperate with investigations and inspections, provide access when required, and ensure any self-reporting is complete and accurate.

### **What about preparedness and resilience for disruption or surges?**

Maintain a written contingency plan so essential arrangements continue with dignity even during crises. Collaboration with local crematoria, burial grounds, other funeral businesses and health boards is encouraged. NAFD will continue sector work on contingency, including through programmes like Project Pegasus.

**Will NAFD and SAIF launch the code together publicly?**

Yes. Membership communications are handled by each association, but any external launch will be collaborative and unified.

**Can an SQM visit a one-person business to help get ready?**

Yes. SQMs will assist and guide any member, including one-person firms, through becoming compliant with new procedures.

**What about firms outside any trade association?**

NAFD sets high standards for its members to ensure that their clients can always feel confident about the service they will receive and the care provided for their loved ones. It is our opinion that all those providing funeral services should be expected to operate to the same high standards we expect of our members. This should be achieved by the introduction of a statutory code of practice, compulsory registration, and oversight by a competent regulatory body. The shared UK Code is a significant first step toward a regulatory oversight regime that works for everyone.

**Where will all supporting materials be available?**

The supplementary practical guide, templates and these FAQs will be available on NAFD Inspire. If you need registration help or your unique code, contact National Office.

## **Important Notice - Use of Template Policies and Documents**

The templates and example documents provided within this Guide are intended solely as illustrative tools to assist NAFD members in developing their own policies, procedures, and supporting documentation that align with the UK Funeral Director Code and Enhanced Requirements.

They are not prescriptive and must not be adopted without review or adaptation. Every funeral business is unique in its structure, size, services, and local operational practices. Members are therefore strongly advised to read each template carefully and amend the content to reflect their own business model, internal procedures, and practical ways of working.

While these templates have been prepared with due care to reflect good practice and compliance with the Code, they do not constitute legal advice, nor do they guarantee compliance with all applicable laws and regulations. Members remain individually responsible for ensuring that their own documents and processes meet relevant legal, regulatory, and contractual obligations.

In particular, members should ensure that:

- Terms and Conditions, Service Level Agreements, and any other documents creating binding obligations are reviewed and approved by a suitably qualified legal representative before use.
- Any policies or procedures are kept up to date and reflect the current laws, industry standards, and the business's actual practices.
- Staff are trained on how to apply and follow these documents correctly in their day-to-day work.

By using these templates, members acknowledge that the NAFD accepts no liability for any loss, claim, or action arising from the use, non-use, or modification of the templates or their contents. The responsibility for ensuring the adequacy and accuracy of all business documentation lies with the individual member.

# STANDARD OPERATING PROCEDURE

## EMBALMING, AUDIT AND RISK MANAGEMENT

### Document Control

| Version | Date Issued | Prepared by | Approved by | Review Date | UK Funeral Director Code Reference |
|---------|-------------|-------------|-------------|-------------|------------------------------------|
| 1.0     |             |             |             |             | Enhanced:<br>13.1.4                |

### Purpose

To make sure that embalming is carried out safely and respectfully, that complete and accurate records are kept, and that regular audits and risk assessments are completed. This Standard Operating Procedure also confirms that there are strong security measures in place to safeguard and protect the deceased.

### Scope

This applies to all embalming carried out at any site operated by the business, whether by in house embalmers or by a trade embalmer. It also applies to audits and risk assessments that relate to embalming, the care facility, and the security of the deceased.

### Responsibilities

- Senior management: approve this Standard Operating Procedure, provide resources, and review audit results.
- Managers and site managers: ensure records are kept, audits are carried out, risks are assessed and controlled, and actions are completed.
- Embalmers and preparation staff: follow procedures, complete records, use required controls, and report incidents or near misses.
- Trade embalmers: comply with this procedure and site rules, provide qualifications and insurance, and complete all required records.
- Health and safety lead: maintain the risk register, support risk assessments, and track corrective actions.

### Principles

- Correct identity always comes first.
- No person enters a mortuary or chapel without authorisation and a valid purpose.
- Doors and access points remain closed and secure except when in active use.
- Records must show who entered, why they entered, and when they left.
- The mortuary location and access routes must be fit for purpose and safe.

- Personal mobile phones, cameras, and any recording devices are not used or carried into areas where the deceased are stored or cared for, unless expressly authorised and recorded.

## Procedure

### Embalming records

#### **What must be recorded for every case**

Create and store an embalming record for each deceased person. Records must be complete, legible, and stored securely.

- Minimum content:
  - Identification details.
  - Unique reference number.
  - Full name, date of birth or age, date and place of death or collection location.
  - Wrist tag or identifier applied and checked before the procedure.
  - Confirmation of consent or authority to embalm and who provided it.

#### **Authorisation and personnel**

- Name and signature of the embalmer.
- Name and signature of the assisting person if present.
- If a trade embalmer is used, record full details: legal name, trading name, company or self employed status, address, phone, email, qualifications, professional membership if any, public liability and professional indemnity insurance details, and confirmation of induction and confidentiality agreement.

#### **Dates and times**

- Date the procedure was carried out.
- Time started and time finished.
- Location of the procedure.

#### **Clinical and technical information**

- Pre procedure checks and condition on receipt.
- Vessels used for injection and drainage.
- Fluids used with brand, product name, batch numbers, and volumes.
- Strengths and mix ratios.
- Cavity treatment and chemical volumes.
- Restorative treatments carried out.
- Any special measures taken for infection control.
- PPE worn and equipment used.
- Spills, exposure, needlestick or other incidents and actions taken.

#### **Security and integrity checks**

- Identity verification steps before, during, and after the procedure.
- Storage location after the procedure and person who confirmed it.

- Confirmation that all doors were secured and all labels were in place.

### **Outcomes and follow up**

- Presentation outcome and any limitations explained to the family.
- Further treatment planned if any.
- Sign off by the embalmer and the manager.

Retention: keep embalming records for at least five years after the funeral or in line with the company retention policy, whichever is longer.

### *Trade embalmer register*

Maintain a separate register for all trade embalmers used. Include:

- Full contact details, qualifications, training records, insurance certificates, and right to work where applicable.
- Induction date and areas covered, including infection control, device policy, and access rules.
- Signed confidentiality agreement and acceptance of site rules.
- Review date and outcome of performance review or case audits.

No trade embalmer may work on site until these details are verified and recorded.

### *Internal audits and risk assessments*

#### **Audit programme**

- Frequency: carry out a documented internal audit of embalming and related care areas at least once every quarter. Carry out a full annual audit each year.
- Scope: records completeness, consent evidence, identity checks, storage and security, chemical control, equipment maintenance, waste control, cleanliness, PPE use, viewing readiness, and compliance with this Standard Operating Procedure.
- Method: use a standard audit checklist. Review a sample of recent cases, observe practice, and interview staff where needed.
- Findings and actions: grade each finding, agree actions, assign an owner and a due date, and verify completion.
- Evidence: keep the completed checklist, notes, action plan, and proof of completion such as photos of corrected issues or maintenance reports.
- Reporting: share results with the manager and senior management. Persistent or serious findings require a formal improvement plan with agreed and signed timelines.

### *Risk assessment programme*

- When to assess: on first set up of the care facility, after any change in layout or equipment, after any incident or near miss, and at least once each year.
- Method: identify hazards, who may be harmed, existing controls, risk rating for likelihood and severity, further actions, owner, and due date. Record the residual risk after actions.
- Topics to cover:

- Manual handling of the deceased and equipment.
- Chemical hazards including formaldehyde and other fluids and compliance with control of substances rules.
- Ventilation, exposure monitoring if needed, and spill response.
- Sharps and invasive procedures.
- Infection prevention and control and use of body bags.
- Lone working and emergency call out.
- Fire safety, electrical safety, and equipment maintenance.
- Security of access routes, doors, keys, and alarms.
- Control of personal devices and cameras in care areas.
- Vehicle movements at loading bays and garages.
- Welfare facilities, lighting, and slips and trips.

Records: store risk assessments and the risk register on the shared drive with version control. Keep review dates and completion proof for actions.

### Security measures to protect the deceased

Document and maintain strong security controls:

- Secure doors, locks, and controlled access systems for mortuary and chapel areas.
- Key and card issue log with prompt update for lost or returned items.
- Visitor and contractor log with escort at all times.
- Alarm and where fitted CCTV for entrances and corridors only, with storage in line with the privacy policy.
- Daily opening and closing checks recorded on a checklist.
- Device control in care areas: personal phones and cameras are not permitted unless expressly authorised in writing with a device use record.

### Before embalming

- Confirm identity with the unique case number and at least two other identifiers.
- Check that consent or lawful authority to embalm is on file.
- Review case notes for any infection risks or special requests.
- Prepare the room, equipment, PPE, and fluids.
- Check spill kit and sharps containers.
- Confirm access control and that doors are secure.
- If a trade embalmer will carry out the procedure, confirm they are on the register and have signed in and read the job sheet.

### During embalming

- Use safe handling and infection control at all times.
- Record vessels used, fluids, batch numbers, and volumes as you proceed.
- Maintain dignity and privacy.
- Manage waste in line with clinical waste procedures.
- Record any incident or unexpected finding at once.

### After embalming

- Complete the record, including outcome and storage location.
- Clean, disinfect, and restock the room and equipment.
- Secure the room and update the movement or storage log.
- File the record and flag any actions needed for presentation or restorative work.
- For trade embalmers, obtain manager sign off that records are complete.

## Records and Documentation

| Document                                  | Purpose                                | Location  | Retention   |
|---|--|---|---|
| Embalming record per case                 | Legal and clinical record of procedure | Deceased management system and/or paper records | 5 years minimum                                   |
| Trade embalmer register                   | Vetting and compliance record          | Operations                                      | Keep current and last 3 years                     |
| Chemical inventory and batch log          | Traceability and safety                | Preparation room file                           | Current year plus 3 years                         |
| Equipment maintenance and calibration log | Safety and quality                     | Operations                                      | Current year plus 3 years                         |
| Audit checklist and report                | Assurance and improvement              | Operations                                      | 3 years   |
| Risk assessments and risk register        | Hazard control and review              | Operations                                      | Live plus 3 years                                 |
| Security logs and daily checks            | Safeguard and access control           | Operations                                      | 1 year minimum or longer if linked to an incident |
| Incident and near miss reports            | Learning and compliance                | Operations                                      | 3 years or as policy                              |

## Monitoring and audit

- Managers review access and movement logs weekly.
- Carry out a quarterly audit of the name flag system, labels, storage, and device controls.
- Test door locks, alarms, and access systems at least every six months.
- Review the facility suitability record at least annually.
- Record findings and actions and report to senior management.

## Training and Awareness

- Induct staff (internal and external) on this procedure.
- Refresh training each year.
- Keep records of training.

## **Review and Audit**

This Standard Operating Procedure must be reviewed annually or sooner if changes occur in legislation or operational practice.

Internal audits must confirm that registers, records, and policies are complete, accurate, and current.

# STANDARD OPERATING PROCEDURE

## MORTUARY AND CHAPEL SECURITY

### Document Control

| Version | Date Issued | Prepared by | Approved by | Review Date | UK Funeral Director Code Reference   |
|---------|-------------|-------------|-------------|-------------|--------------------------------------|
| 1.0     |             |             |             |             | Mandatory and Enhanced: 3 and 13.1.3 |

### Purpose

To protect the dignity and identity of the deceased, safeguard families and staff, and keep mortuary and chapel areas secure. This Standard Operating Procedure includes controls to identify and flag similar names, manage access, secure all doors and entry points, confirm the suitability of the mortuary location and access routes, and control the use of personal devices to maintain dignity and confidentiality.

### Scope

Applies to all sites and all staff, agency and casual staff, contractors, and visitors who may enter the mortuary or chapels of rest, including any temporary viewing rooms or satellite locations.

### Responsibilities

Managers: approve and monitor access, ensure systems work, confirm facility suitability, enforce controls on personal devices, review security logs, and lead incident response.

Mortuary and chapel staff: follow identification and access rules, maintain the name flag system, secure areas, and uphold the device policy.

Reception and first point of contact: control visitor entry, issue badges, call the escort and brief on the device policy.

All staff: challenge unknown persons politely, report any concern at once, and comply with the device policy.

Contractors and visitors: follow site rules, remain accompanied, and sign in and out.

### Principles

- Correct identity always comes first.
- No person enters a mortuary or chapel without authorisation and a valid purpose.
- Doors and access points remain closed and secure except when in active use.
- Records must show who entered, why they entered, and when they left.
- The mortuary location and access routes must be fit for purpose and safe.

- Personal mobile phones, cameras, and any recording devices are not used or carried into areas where the deceased are stored or cared for, unless expressly authorised and recorded.

## Procedure

### Standard identifiers

- Record for every deceased person at least three identifiers:
- Full name as recorded by the informant
- Date of birth or age if date is not known
- Date and place of death or collection location
- Unique case number generated by the case system

### Name flag procedure

- Initial entry: when creating a record for a deceased person, run a name check against all other deceased records.
- Trigger for flag: any identical full name, similar first name or initial with same surname, or same name with the same date of birth or close age.
- Flag action:
  - Add a clear alert on any electronic or paper deceased record.
  - Use the unique case number and an extra identifier on all labels, wrist tags, and tray or storage labels.
- Verification at movement: match the case number and two other unique identifiers between file, wrist tag, and anywhere else that identification is listed prior to the deceased person being moved e.g. between funeral homes.
- Documents: show the case number and two other unique identifiers on release forms, preparation worksheets, and viewing sheets.
- Audit: managers review name flags weekly and remove flags only when the deceased record is closed.

### Labelling rules

Labels (wrist tags and/or toe tags) must be clear and legible.

Replace any damaged or unclear label at once and record the action.

### Who may enter and when

#### **Access categories**

- Authorised staff: mortuary and chapel staff, funeral directors, and managers trained and listed on the access register.
- Accompanied visitors: family members for viewings and faith representatives by prior arrangement.
- Contractors: engineers and cleaners with a current work order and always accompanied.

Prohibited: the public without a booked appointment

#### Entry rules

- Sign in and purpose: record name, purpose, areas to be accessed, and escort in the log.
- Identification: staff wear visible staff badges. Visitors and contractors wear visitor badges.
- Escort and supervision: visitors and contractors are escorted at all times.
- Privacy: do not enter a chapel when a family is present unless you are the escort or a manager has agreed it is necessary.
- Dress and conduct: clean clothing, closed footwear, and respectful behaviour.
- Photography and recording: not permitted without written manager approval, family consent where relevant, and full record keeping as set out below.
- Capacity limits: follow posted limits. Plan larger groups into smaller sets or use larger rooms.

#### Secure doors and access points

- Physical security standards
- Fit solid core doors with reliable locks to all mortuary and chapel entrances.
- Keep doors closed and locked when rooms are not in active use.
- Use door viewers, intercoms, or controlled entry at public facing entrances.
- Fit privacy blinds or film to windows that overlook chapels or care areas.
- Keep keys in a controlled cabinet or use an electronic access system.

#### Access control process

- Access register: maintain a list of staff authorised to hold keys or access cards.
- Key and card issue: record issue, return, and any lost key or card at once.
- Code control: change keypad codes when staff leave, after any security incident, and at least every six months.
- Out of hours: maintain an on call contact list and a secure method to open for urgent cases. Record every out of hours entry and exit with time, purpose, and staff names.
- Contractors: issue temporary access only for the duration of the task and collect all keys or cards before sign out.

#### Daily security checks

- Opening: confirm doors, alarms, and access systems work.
- During the day: check unattended doors are closed.
- Closing: lock all doors, secure fridges and storage, and set alarms.
- Record checks on the daily security checklist.

#### Alarm and CCTV

- Set intruder alarms when areas are closed where fitted.
- Check any alarms or CCTV are in good working order.
- Ensure any data is stored in line with GDPR.

### Suitability of mortuary location and access

- The mortuary must be suitable for its purpose with safe and respectful access to and from the facility.
- Planned review: managers complete a suitability review at least once a year and after any change to the building or site. The review covers access routes for stretchers and trolleys, lighting, door widths, lift access if present, parking for transfer vehicles, privacy screens, and segregation from public areas.
- Barriers and controls: use signage, barriers, and staff presence to keep routes clear during transfers.
- Temporary arrangements: where works or events affect normal routes, set a temporary safe route with clear signs and brief all staff and contractors. Record the change and the risk assessment.
- Corrective actions: record and fix any issues such as trip hazards, poor lighting, broken locks, or blocked access.

### Control of personal devices to protect dignity and confidentiality

- Personal mobile phones, cameras, and recording devices must not be used or carried into areas where the deceased are stored or cared for. This includes the mortuary, body stores, preparation rooms, and any holding or transfer spaces.
- This ban includes videos and photographs and the sharing of such content on unsecured networks, social media, or messaging platforms.
- Signage and briefing: display clear signs at entrances to care areas and include the rule in staff induction and visitor briefings.
- Storage: provide secure lockers or a safe location at the entrance to care areas for personal devices.
- Express authorisation: if an image or recording is required for a lawful and legitimate reason, the manager may authorise it in writing before the recording takes place. The authorisation must state the purpose, the person responsible, what will be recorded, how it will be stored, who may access it, and how long it will be kept.
- Record keeping: complete a device use record for every authorised instance, including date, time, purpose, case number, consent if relevant, storage location, and the name of the approving manager.
- Secure storage and transfer: store authorised images or recordings on a secure company device or encrypted drive only. Do not store on personal devices. Do not share on personal messaging or email.
- Audit: managers review the device use register monthly. Any breach is a disciplinary matter and may be a reportable incident.

## **Records and Documentation**

- Access register: names of authorised staff, roles, training, and dates of approval.
- Visitor and contractor log: date, time in and out, purpose, escort, and signatures.
- Mortuary movement log: location changes, identity checks, and staff signatures.
- Name flag register: list of flagged cases, reason, controls applied, and reviews.
- Key and card issue log: issue, return, lost or stolen reports, and actions.

- Daily security checklist: opening, daytime, and closing checks.
- Facility suitability review record: annual and ad hoc reviews of mortuary location and access routes, actions, and completion dates.
- Device use register: all authorised photography or recording events, purpose, approvals, storage, and disposal details. Retention: keep access, movement, key, suitability review, and device use records for at least three years. Keep visitor logs for at least one year or longer if linked to an incident.

## **Monitoring and audit**

- Managers review access and movement logs weekly.
- Carry out a quarterly audit of the name flag system, labels, storage, and device controls.
- Test door locks, alarms, and access systems at least every six months.
- Review the facility suitability record at least annually.
- Record findings and actions and report to senior management.

## **Training and Awareness**

- Induct staff on this procedure.
- Refresh training each year.
- Keep records of training.

## **Review and Audit**

This Standard Operating Procedure must be reviewed annually or sooner if changes occur in legislation or operational practice.

Internal audits must confirm that registers, records, and policies are complete, accurate, and current.

# STANDARD OPERATING PROCEDURE

## STAFF AND PERSONNEL

### Document Control

| Version | Date Issued | Prepared by | Approved by | Review Date | UK Funeral Director Code Reference |
|---------|-------------|-------------|-------------|-------------|------------------------------------|
| 1.0     |             |             |             |             | Enhanced:<br>13.1.1                |

### Purpose

The purpose of this procedure is to ensure that all staff involved in the collection, care, transport, and preparation of the deceased are properly authorised, recorded, and supported. It also ensures that there are clear written procedures covering confidentiality, lone working, and whistleblowing.

### Scope

This procedure applies to all permanent, casual, and temporary staff involved in any part of the funeral service process, including the collection, transfer, preparation, and viewing of the deceased.

### Responsibilities

- Business owner(s) are responsible for maintaining registers, records, policies, and rotas.
- Managers are responsible for ensuring staff follow the procedures outlined in this document.
- All staff are responsible for following the confidentiality, lone working, and whistleblowing policies and for reporting any breaches or risks.

### Procedure

#### Register of Authorised Personnel

Maintain a register of all authorised staff responsible for collecting, transporting, and preparing the deceased, and assisting during viewings.

Include full name, job title, date of authorisation, and authorising manager.

Only those listed are permitted to perform these duties.

Review and update the register every six months or whenever staffing changes occur.

Keep the register securely and make it available to management and regulators if required.

#### Records for Casual and Temporary Staff

Keep a record of all casual or temporary staff engaged in removals or transfers.

Each record must include name, contact details, dates of work, and duties undertaken.

Ensure that every casual or temporary staff member signs a confidentiality agreement before starting work.

The agreement must confirm that the individual understands and accepts their duty to maintain confidentiality at all times.

Store these records securely and retain them for a minimum of three years.

#### *Out of Hours Rotas and Staffing Changes*

Maintain an up to date rota for staff providing out of hours cover.

The rota must include names, contact numbers, and shift times.

Log all staffing changes affecting removals or transfers immediately, noting the reason and authorising person.

The rota and log must be available to relevant staff and checked weekly by management.

#### *Lone Working Policy and Procedures*

Maintain a written lone working policy to ensure the safety of staff who work alone, including during removals and out of hours duties.

The policy must include guidance on maintaining communication, reporting location, and requesting help if needed.

All staff must receive training and sign to confirm they understand the procedure.

Carry out regular risk assessments to identify and reduce any risks related to lone working.

#### *Whistleblowing Policy and Procedures*

Maintain a written whistleblowing policy allowing staff to report concerns about misconduct, poor practice, or breaches of procedure.

The policy must explain how to raise a concern, who to contact, and how confidentiality will be protected.

Staff must be assured they can raise concerns without fear of victimisation.

Record, investigate, and resolve all concerns promptly and in line with the policy.

Review and update the policy annually and make it accessible to all employees.

### **Records and Documentation**

| Document                           | Location               | Retention Period |
|------------------------------------|------------------------|------------------|
| Register of authorised personnel   | HR or Operations File  | Ongoing          |
| Casual and temporary staff records | HR File                | 3 years          |
| Out of hours rota and change log   | Operations File        | 1 year           |
| Lone working policy and records    | Health and Safety File | Ongoing          |
| Whistleblowing policy and records  | Management File        | Ongoing          |

## **Training and Awareness**

- Induct staff on this procedure.
- Refresh training each year.
- Keep training records.

## **Review and Audit**

This Standard Operating Procedure must be reviewed annually or sooner if changes occur in legislation or operational practice.

Internal audits must confirm that registers, records, and policies are complete, accurate, and current.

# STANDARD OPERATING PROCEDURE

## VISITORS AND CONTRACTORS

### Document Control

| Version | Date Issued | Prepared by | Approved by | Review Date | UK Funeral Director Code Reference |
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| 1.0     |             |             |             |             | Enhanced:<br>13.1.2                |

### Purpose

To make sure all visitors and contractors are managed safely and respectfully, and that the purpose of each visit is known, recorded, and overseen. This protects the dignity of the deceased, the privacy of families, and the safety of staff and visitors.

### Scope

This procedure applies at all sites, including the funeral home, preparation and mortuary areas, garages, chapels of rest, and offices. It covers all visitors and all contractors such as maintenance staff, delivery drivers who need access beyond reception, service engineers, cleaners, and builders.

### Responsibilities

- Managers: approve access, keep records, and ensure staff follow this SOP.
- Reception or first point of contact: check identity, record the purpose of the visit, issue a badge, and alert the escort.
- Escort: stay with the visitor or contractor at all times, make sure they follow site rules, and sign them out.
- Contractors: follow site rules, use the required personal protective equipment, and work only in the agreed areas.
- All staff: challenge unknown persons politely and report concerns at once.

### Principles

- No unaccompanied visitors or contractors on site at any time.
- The purpose of each visit must be known, appropriate, and recorded before access is given.
- Access to care areas and confidential records is restricted and only allowed when needed for the visit.
- Respect, privacy, and dignity are maintained at all times.

## Procedure

### Before arrival

- Where possible, ask contractors to book visits in advance with a clear description of the work.
- Check competence and insurance where relevant.
- Prepare any permits or risk assessments that may be needed for higher risk work.

### Arrival and sign in

- Greet the visitor or contractor at reception or the first point of contact.
- Ask for the name, company if relevant, and check photo identification when appropriate.
- Ask for the purpose of the visit and the area they need to access. Record this in the visitor log.
- Ask the person to read the visitor rules and sign to confirm understanding.
- Issue a visitor or contractor badge that must be worn and visible at all times.
- Contact the named host or manager to act as the escort.

### Visitor log must record

- Date and time in
- Full name
- Company
- Contact number
- Escort name
- Purpose of visit
- Areas to be accessed
- Time out
- Signature of escort
- Signature of visitor/contractor

### Safety and conduct briefing

- Give a short site briefing. Cover fire alarm signals, fire exits and assembly point, first aid contact, no smoking rule, photography restrictions, and the need for respect and quiet near care areas and chapels of rest.
- Confirm required personal protective equipment and provide it if needed.
- Confirm any restricted areas and any hazards that may be present.

### Escort and supervision

- The escort must stay with the visitor or contractor at all times.
- Do not allow access to care areas when a family is present for a viewing unless agreed by a manager and the family.
- For contractors, take them to the work area, confirm the task and limits, and check that equipment and controls are safe.
- If the escort must leave, another trained person must take over at once. Do not leave the visitor or contractor alone.

### Working rules for contractors

- Work only on the agreed task and in the agreed area.
- Keep a clean and safe work area. Use barriers or signs if there is a risk to others.
- Stop work during a funeral service, a family visit, or any moment that requires quiet and privacy, unless the work is urgent for safety.
- Follow the permit to work process for higher risk tasks such as hot work, electrical work on live systems, work at height, or work in confined spaces.
- Report any incident, near miss, spill, or damage at once to the escort and manager.

### Data protection and confidentiality

- Do not allow visitors or contractors to view case files, personal data, or the deceased unless this is necessary for the purpose of the visit and approved by a manager.
- Ask contractors to sign a simple confidentiality agreement if their work may expose them to personal or sensitive information.
- Do not allow photography or recording without written approval from a manager.

### Completion and sign out

- When the visit is complete the escort checks the work area is safe and clean.
- Collect any loaned badges or keys.
- Record time out and the escort signature in the visitor log.
- For contractors, record any follow up actions or defects and the person responsible.

### Emergencies and evacuation

- In an emergency the escort leads the visitor or contractor to the nearest exit and the assembly point.
- The escort confirms at the assembly point that the visitor or contractor is present and reports this to the fire marshal.
- After the incident, update the visitor log, record any issues, and restart work only when it is safe.

### **Exceptions**

- Delivery drivers who remain at the goods door may be signed in by the receiving staff member and do not need a full site briefing. If they must enter beyond the goods area they must follow the full procedure and be escorted.

### **Records and Documentation**

Keep these documents in the site operations file or the central register:

- Visitor and contractor log with purpose of visit and sign in and sign out times
- Copies of permits to work and risk assessments where used
- Confidentiality agreements where used
- Contractor competence and insurance checks where relevant
- Any incident or near miss reports related to visitors or contractors

Retention: keep logs for at least one year, or longer if part of an incident record.

## **Training and Awareness**

- Induct staff on this procedure.
- Refresh training each year.
- Keep training records.

## **Review and Audit**

This Standard Operating Procedure must be reviewed annually or sooner if changes occur in legislation or operational practice.

Internal audits must confirm that registers, records, and policies are complete, accurate, and current.

# LONE WORKING POLICY AND PROCEDURES

| Applies To | Owner | Approved By | Effective Date | Review Date | Version |
|------------|-------|-------------|----------------|-------------|---------|
|            |       |             |                |             |         |

## Policy statement

We are committed to protecting the health, safety, and welfare of anyone who works alone while carrying out funeral service duties. We will identify and control risks, provide training and equipment, and make sure that working alone only takes place when it is safe to do so. No task is so urgent that it cannot be done safely. Anyone has the right to stop work that is unsafe.

## Scope

This policy covers all work where a person works by themselves without close or direct supervision, at any time of day or night, on site or off site. It applies to permanent staff, part time staff, agency and casual staff, volunteers, and contractors.

Typical roles include funeral directors, arrangers, bearers and drivers, mortuary and preparation room staff, out of hours transfer and removal teams, chapel of rest attendants, administrative staff, and staff who carry out home visits or transfers from private residences, care homes, hospitals, hospices, public mortuaries, and any public locations.

## Roles and Responsibilities

### Senior Management

- Approve this policy and provide resources to implement it.
- Make sure that suitable and sufficient risk assessments are completed and reviewed.

### Managers and Branch Managers

- Maintain rotas and the lone worker register.
- Authorise lone working only when controls are in place.
- Ensure training, supervision, equipment, and communication systems are provided and used.
- Investigate incidents and near misses and take action to prevent a repeat.

### Supervisors and On Call Managers

- Monitor lone workers and operate the escalation procedure.
- Carry out spot checks and confirm that controls remain effective.

### Employees and other workers

- Follow this policy and all procedures, use equipment as trained, and take reasonable care of themselves and others.
- Complete dynamic risk assessments and refuse to work if unsafe.
- Report hazards, incidents, near misses, and faults at once.

### Contractors and agency staff

- Comply with this policy and all site rules.
- Provide evidence of competence where required.

## **Risk Assessment**

### How we assess risk relating to lone working

- Identify tasks where people may work alone.
- Identify hazards, who may be harmed, and how.
- Evaluate the risk and decide on control measures.
- Record the findings and the safe system of work.
- Implement controls and train staff.
- Review after incidents, changes, or at least annually.

**All risks should be included on the business full risk assessment.**

## **Controls and Safe Systems of Work**

### Planning and authorisation

- Lone working must be planned. Use the lone worker checklist before each shift.
- Confirm the task, location, expected start and finish times, and travel route where relevant.
- Ensure the worker is competent, trained, and fit for duty.
- Check weather, local conditions, and any known risks at the destination.
- Confirm that emergency contact details are current.

### Communication and monitoring

- Lone workers must carry a charged mobile phone or an approved lone worker device.
- Set planned contact times at the start, at agreed points during the task, and at task completion.
- Use the buddy system or an approved monitoring app.
- If a check in is missed by five minutes, the buddy sends a reminder call or message.
- If a check in is missed by ten minutes, start the escalation process.

### Escalation process

- Try to contact the lone worker by phone and message.
- Contact the last known location or the family contact if appropriate.
- Notify the on call manager.
- If still no contact and there is a concern for welfare, dispatch a nearby team member or request a welfare check by the police.
- Record all steps taken.

### Security and site controls

- Keep doors and gates locked where appropriate.
- Do not admit unknown visitors outside published visiting times.
- Use peepholes, intercoms, or external lighting if working the front desk alone.
- Use two person rules for cash handling and for late evening viewings where risk is higher.

### Dealing with aggression or distress

- Maintain a calm and respectful approach.
- Keep a safe distance and an exit route available.
- End the visit or move to a public area if you feel unsafe.
- If at a private residence, use the agreed distress system if staff member becomes very concerned. Contact the office (this can be done in front of the client) and use the agreed distress phrase e.g. "could you take a look in the red folder for..." prompting action by a member of staff or manager.
- Call the police if there is a threat of violence.
- Record the incident and flag future risk on the case file.

### Viewings and chapel of rest

- Confirm viewing times in advance and record expected visitors.
- For evening viewings arrange a second person on site where possible.
- Keep a phone at hand and position yourself near an exit.
- End the viewing if behaviour becomes unsafe.

### Home visits and arrangements

- Check the address, parking, and any known risks.
- Share estimated arrival and departure times with the buddy.
- On arrival, assess the situation at the door. If you feel unsafe, do not enter.
- Sit with a clear exit path and keep valuables concealed.
- Avoid accepting cash at a first visit when alone unless necessary and safe.

### Travel between sites

- Share route and estimated times.
- Stop in well lit public places if you need a break.
- Do not use a phone while driving.
- Report breakdowns at once and stay in a safe place.

### After the task

- Check back in with the buddy and confirm finish time.
- Record any issues, hazards, or improvements in the log.
- Restock and clean equipment.

## **Training and Competence**

- Induction covers this policy in full.
- Refresher training takes place at least every 12 months or after an incident.
- Training records to be kept.

## **Incident Reporting**

- Report any incidents to the manager as soon as possible.

- Managers must review, investigate, and put controls in place to prevent a repeat.
- Where required by law, the company will make external reports to the relevant authority.

## **Records and Documentation**

Keep the following records for the retention period stated in the records policy:

- Lone worker register and authorisations.
- Risk assessments and safe systems of work.
- Training and competence records.
- Rota, buddy logs, and check in records.
- Incident reports and investigation notes.

## **Audit and Review**

- Managers will carry out quarterly checks on compliance with this policy.
- The policy will be reviewed at least once every year, and after any significant change, incident, or audit finding.

## **Equality and Inclusion**

We will make reasonable adjustments for workers who may need them. Lone working authorisation will consider individual needs and abilities.

**Signed by Manager** \_\_\_\_\_

**Signed by Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

# MANAGEMENT OF ASHES POLICY AND PROCEDURES

| Applies To | Owner | Approved By | Effective Date | Review Date | Version |
|------------|-------|-------------|----------------|-------------|---------|
|            |       |             |                |             |         |

## Policy statement

We will manage ashes with care, dignity, respect, and clear records at every stage. We will arrange the return or disposal of ashes in line with the client instructions, law, and good practice. We will never withhold ashes to secure payment.

## Scope

This policy applies to all staff, agency and casual staff, and contractors involved in the receipt, storage, handling, transfer, release, scattering, interment, or recording of ashes at any of our sites or when off site.

## Purpose

This document sets out how we store, handle, record, release, transfer, scatter or inter, and audit ashes. It also sets out how we protect personal data and respond to any incident.

## Roles and Responsibilities

- Management: approve this policy, provide secure storage, ensure staff training, and review audits and incidents.
- Ashes lead or site manager: keep the register, check storage conditions, sign off releases and transfers, and maintain the audit trail.
- All staff: follow this policy and the procedures, keep accurate records, and report any issue at once.

## Expectations

### Client options and information

- We will explain options in clear terms and record the client choice. Options include return to the client, scattering, interment, retention for a defined period, and splitting of ashes if requested.
- We will provide written information about each option, fees, timescales, permissions needed, and any limits.

### Change of instruction

The client may change their instruction at any time before the ashes are released, scattered, or interred. We will confirm any change in writing, update records, and stop any planned action until verified.

### Safeguards to prevent mixing of ashes

Only one set of ashes is prepared or handled at any time. Work surfaces are cleared and cleaned between cases. Containers are opened and sealed one case at a time. Labels and paperwork remain with the ashes throughout.

### Confidentiality and data protection

All records that include personal data will be kept in line with UK GDPR and the Data Protection Act 2018. Data will be accurate, limited to what is needed, stored securely, and kept only as long as needed. Access is limited to authorised staff.

## **Procedure**

### Receipt of ashes from a crematorium

- Check the outer label and cremation certificate match.
- Allocate a unique internal reference or use the case number.
- Record the receipt in the ashes register with date and time, crematorium, client name, deceased's name, case number, and staff signature.
- Place the cremation certificate in a clear wallet and the ashes in the designated container (either provided by the crematorium or one chosen by the client).
- Move the ashes and certificate directly to the designated store and log the location.

### Storage

- Store ashes in the designated locked, clean, dry, and well maintained location.
- Keep the cremation certificate together with the ashes at all times.
- Use fixed shelf locations or numbered lockers to prevent misplacement.
- Carry out a weekly visual check of the store and record checks and any actions taken.

### Recording each individual set of ashes

The register records the unique case number, deceased name, date received and source, storage location, container description, client details, current instruction and date given, every movement or action with date and time and staff initials, and the final outcome with evidence.

### Splitting of ashes or transfer between containers

- Confirm the client instruction in writing and check any permissions needed.
- Prepare a clean work area and gather the required containers and labels.
- Verify identity from the cremation certificate and case number.
- Handle only one case at a time.
- Record the amount placed in each container and the container descriptions.
- Seal and label each container with case number, deceased name, and date.

- Update the register and attach the client instruction to the record.
- Return the cremation certificate to the main container unless a certified copy is requested.

#### Contacting the client and arranging release or transfer

- Contact the client when ashes are ready and again if no response within a reasonable period such as four weeks.
- Keep a contact log with dates, methods, and outcomes.
- For transfer to another provider, obtain written instruction and confirm handover details.

#### Identification before release

- Arrange a collection appointment.
- Ask the client to bring photo identification or two other forms of identification.
- At collection confirm identity and confirm the instruction.
- Ask the client to check the label and confirm the deceased's name.
- Both staff and client sign the release form with date, time, identity confirmed, container description, and advice given.
- File the signed release form with the register.

#### Courier or postal release

- Use only a service that accepts ashes and meets all carriage rules.
- Pack with shock protection and leak prevention. Include a copy of the cremation certificate.
- Record tracking details and confirm delivery with the client.

#### Scattering or interment carried out by us

- Confirm the location, permission, and any fee or permit. Confirm any faith or family requirement.
- Verify identity and record the container description before travel.
- Attend with dignity, follow venue rules, and record the exact location or plot reference.
- Update the register with date, time, location, plot reference if any, and who was present. Keep any permit or receipt.

#### Lost or damaged ashes

- Treat any concern about missing or damaged ashes as a serious incident. Inform management at once.
- Stop related activity, search and check the register and store, and secure the area.
- Inform the client without delay and explain the steps being taken.
- Report to the trade body and any other regulator as required.
- Record the incident, findings, and corrective actions. Review the risk assessment and update controls.

## Audit trail

- Record every action with date, time, reason, location, staff initials, and any supporting document.
- Keep a clear chain of custody from receipt to final outcome.
- Carry out a monthly sample audit and a full annual audit of all open cases.

## **Records**

We keep the ashes record.

Retention: keep ashes records for at least ten years after the final outcome, or longer if required by company policy. Records that include personal data will be kept and disposed of in line with UK GDPR.

## **Training and Competence**

- Induction covers this policy in full.
- Refresher training takes place at least every 12 months or after an incident.
- Training records to be kept.

## **Communication with clients**

We will provide clear written information about options, timescales, and any fees. We will use plain language and give the client time to decide. We will confirm instructions and any changes in writing.

## **Financial matters**

Ashes are never withheld to secure payment for goods or services. We will honour the client's lawful instructions.

## **Audit and Review**

- Managers will carry out quarterly checks on compliance with this policy.
- The policy will be reviewed at least once every year, and after any significant change, incident, or audit finding.

## **Equality and Inclusion**

We will make reasonable adjustments for workers who may need them. Lone working authorisation will consider individual needs and abilities.

# NO SOLICITING POLICY AND PROCEDURES

| Applies To | Owner | Approved By | Effective Date | Review Date | Version |
|------------|-------|-------------|----------------|-------------|---------|
|            |       |             |                |             |         |

## Policy statement

We will not make any unsolicited approaches to members of the public to publicise our services or to sell funeral plans or related services. We will advertise and communicate in a way that is accurate, not misleading, and that maintains public trust in the funeral profession. Where referrals are used, we will be open about any financial or other interest. These rules apply to all staff, representatives, and subcontractors.

## Scope

This policy applies to all locations and to all people who act for us in any capacity, including employees, casual and agency staff, contractors, introducers, and any third parties who promote our services. It covers all marketing, advertising, referrals, and introductions.

## Purpose

This policy sets the standards for how we win and accept business. It explains prohibited activities, expected conduct, and how we train, monitor, and respond to any breach. It supports our duties under applicable competition and consumer rules and under the financial rules that apply to funeral plans.

## Principles

- No unsolicited approaches: Staff, representatives, and subcontractors must not make unsolicited approaches to the public to promote funeral services or funeral plans.
- No cold calling for funeral plans: Cold calling and other unsolicited sales communications about funeral plans are prohibited.
- No commission or inducements: We will not enter or continue any arrangement that could be seen as an inducement for referrals or introductions.
- Transparency: We will tell clients about any financial or other interest that an introducer has in making a referral.
- Accurate advertising: All publicity and price information must be clear, accurate, and not misleading, and must not conceal additional costs.
- Act in the client's best interests: We will not use incentives, pressure, or misleading information to win business.

## Roles and Responsibilities

- **Senior management:** Approve this policy, allocate resources, and review audit results and breaches.
- **Managers:** Ensure local procedures, staff training, and supervision reflect this policy; check advertising and referral activity; act on any breach.
- **All staff and representatives:** Follow this policy; declare any potential conflicts; report concerns at once.
- **Compliance or policy lead:** Maintain this policy, keep a register of introducers, and coordinate monitoring and reporting.

## Procedure

### Acceptable marketing and communications

- Use only approved materials and channels that provide clear, accurate information about services and prices.
- Ensure any digital or printed price information is complete and does not hide fees or extras.

### Prohibited activities

- Do not make unsolicited approaches to members of the public in person, by telephone, or through third parties to promote funeral services.
- Do not engage in cold calling or any unsolicited sales communication about funeral plans.
- Do not offer or accept commissions, referral fees, or other inducements for introductions. End any such arrangements in place.

### Introducers and disclosures

- Keep a list of approved introducers. Ensure there are no inducements or commissions.
- Where a client is referred to us, tell the client clearly and in writing about any financial or other interest the introducer has in making the referral. Record that this disclosure was made.

### Advertising and publicity sign off

- All ads and publicity must be checked by a manager before use to confirm accuracy, clarity, and compliance. Keep a copy and the approval record.

### Handling concerns and complaints

- Record any complaint or concern about solicitation, pressure selling, misleading information, or undisclosed interests.
- Investigate without delay. Where a breach is confirmed, take corrective action and consider whether regulatory reporting is needed.

## Training and Competence

- Induction covers this policy in full.
- Refresher training takes place at least every 12 months or after an incident.
- Training records to be kept.

## **Monitoring, audit, and enforcement**

- Carry out regular checks of advertising, website content, social media, and referral activity.
- Include checks in internal audits. Record findings and actions.
- Any breach will be handled under our disciplinary procedures and regulatory reporting duties as required

## **Audit and Review**

- Managers will carry out regular checks on compliance with this policy.
- The policy will be reviewed at least once every year, and after any significant change, incident, or audit finding.

## **Equality and Inclusion**

We will make reasonable adjustments for workers who may need them. Lone working authorisation will consider individual needs and abilities.

# WHISTLEBLOWING POLICY AND PROCEDURES

| Applies To | Owner | Approved By | Effective Date | Review Date | Version |
|------------|-------|-------------|----------------|-------------|---------|
|            |       |             |                |             |         |

## Policy Statement

We are committed to high standards of conduct, care, and integrity. We encourage anyone working with us to report concerns about misconduct, poor practice, or breaches of procedure. We will listen, take concerns seriously, and act on them. You can raise a concern without fear of victimisation. We will protect confidentiality as far as possible and we will not tolerate retaliation of any kind.

## Purpose

This policy explains:

- What whistleblowing is and what types of concern you can raise
- How to raise a concern and who to contact
- How your confidentiality will be protected
- How we will record, investigate, and resolve concerns
- How we will support you and protect you from victimisation
- When and how you may raise concerns with an external body

## Scope

This policy applies to all employees, agency and casual staff, volunteers, and contractors at any site operated by the business. It covers concerns about:

- Criminal conduct or suspected criminal conduct
- Breaches of health and safety or risk to the public or to colleagues
- Poor professional practice in the care, preparation, or transport of the deceased
- Breaches of company policy or procedures, including record keeping and price transparency
- Bullying, harassment, discrimination, or abuse of position
- Fraud, theft, bribery, or improper financial practice
- Data protection breaches or misuse of confidential information
- Attempts to conceal any of the above

This policy is not for personal employment grievances such as pay, annual leave, or performance issues unless the issue also raises a public interest concern. Personal grievances should follow the businesses internal grievance policy.

## Principles

- Safety first: If there is an immediate risk to life or safety, call the emergency services.
- Speak up early: Concerns should be raised as soon as possible, even if you only have reasonable suspicion.
- Good faith: Raise concerns honestly and with the intention of protecting the public, the deceased, colleagues, and the business.
- No victimisation: You will not be treated unfairly for raising a concern in good faith.
- Fair process: All concerns will be reviewed and investigated in a timely and impartial way.
- Confidentiality: We will protect your identity as far as we can.
- Feedback: We will provide appropriate feedback on the outcome within legal and privacy limits.

## Procedure

### How to raise a concern

You can raise a concern verbally or in writing. You may use the Whistleblowing Report Form in Appendix A.

### Internal contacts

Choose the most appropriate person from the list below:

- Your line manager
- Another manager if your concern involves your line manager
- Designated whistleblowing contact **[Insert name, role, phone, and email]**
- Senior manager or director **[Insert contact details]**
- Confidential mailbox **[Insert dedicated email or phone line]**

If the concern involves a senior manager, go directly to the designated contact or the managing director.

### Information to include

- What happened, when, and where
- Who was involved and who witnessed it
- Why you are concerned and what risk you believe exists
- Any evidence you have such as dates, documents, or photos
- Whether you reported it before and any response received

You do not need proof. A reasonable belief that wrongdoing may have occurred, is occurring, or is likely to occur is enough.

### Confidentiality and anonymity

- We will keep your identity confidential as far as we can and will only share it with those who need to know to manage the concern.
- You may raise a concern anonymously. Anonymous reports will be reviewed, but investigation and feedback may be harder.
- We will discuss any limits to confidentiality with you at the start.

## Protection from victimisation

- No one who raises a concern in good faith will suffer dismissal, demotion, loss of hours, harassment, or any other disadvantage.
- Any retaliation or attempt to identify and target a whistleblower will result in disciplinary action which may include dismissal.
- If you believe you are being treated unfairly after raising a concern, report this at once to the designated contact or to a senior manager.

Malicious or knowingly false allegations may lead to disciplinary action. Honest mistakes will not.

## Recording, investigation, and resolution

### **Acknowledgement**

- We will acknowledge receipt of your concern within five working days and confirm the next steps and a point of contact.

### **Initial review**

- The designated contact or a manager will review the concern, assess risk, and decide the appropriate route.
- Immediate safety or security issues will be addressed at once.

### **Investigation**

- An investigator who is independent of the matter will be appointed.
- The investigation may include interviews, review of documents, site visits, and consultation with subject experts.
- We aim to complete investigations within twenty working days where possible. Complex matters may take longer; we will keep you informed.

### **Outcome**

- Findings will be recorded with evidence and conclusions.
- Outcomes may include no case to answer, local resolution, training, changes to procedure, management action, or formal disciplinary action.
- You will receive confirmation that the investigation has concluded and, where appropriate, a summary of the outcome. We may not share confidential details about individuals.

### **Record Keeping**

- We will keep a secure record of all concerns, actions, and outcomes in a central log.
- Records will be retained in line with our retention schedule and privacy policy.

### **Escalation and External Reporting**

We encourage you to raise concerns internally first so that we can put things right. If you believe your concern has not been addressed, or you feel unable to raise it internally, you may contact an appropriate external body. Examples include:

- The police for criminal conduct or immediate risk
- The Health and Safety Executive for serious health and safety risks

- The Information Commissioners Office for data protection concerns
- Local authority or relevant public health body for public health risks
- A professional or trade association if you are a member
- If the business provides regulated funeral plans, the Financial Conduct Authority or the Financial Ombudsman Service for relevant matters

This list is not exhaustive. Choose the most appropriate body for the concern. You should not disclose confidential personal data unless necessary to explain the issue.

## Support for Whistleblowers

- You may seek confidential advice from a trade union or an independent advice service.
- We will offer appropriate wellbeing support if the process causes distress.
- Reasonable time will be allowed during working hours to raise and discuss concerns.

## Roles and Responsibilities

- **Board or owner:** approves this policy, monitors trends, and ensures resources are available.
- **Designated whistleblowing contact:** receives concerns, oversees investigations, ensures confidentiality, maintains the central log, and reports themes to senior management.
- **Managers:** foster a speak up culture, act on concerns, and protect staff from victimisation.
- **All workers:** raise concerns promptly and cooperate with investigations.

## Training and Awareness

- All staff will receive an induction that explains this policy and how to speak up.
- Annual refresher training will be provided.

## Monitoring and Review

- We will review this policy at least once a year and after any significant incident or legal change.
- The designated contact will review the central log quarterly to identify themes and lessons learned.
- We will update procedures and training where improvements are identified.

## Data Protection and Privacy

- We will process information about concerns fairly and lawfully.
- Access to records will be limited to those who need to know.
- We will share information with external bodies only where required or where it is necessary to address the concern.

## **Communication of Outcomes and Learning**

- We will share learning from upheld concerns with staff in a way that protects personal privacy.
- Changes to procedures will be communicated clearly.

## **Equality and Inclusion**

We will make reasonable adjustments for workers who may need them. Lone working authorisation will consider individual needs and abilities.

**Signed by Manager** \_\_\_\_\_

**Signed by Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

# Appendix A: Whistleblowing Report Form

|                           |  |
|---------------------------|--|
| Your name                 |  |
| Job Title                 |  |
| Preferred Contact Details |  |
| Date                      |  |

## Summary of Concern

- What happened and when

---

- Where it happened and who was involved

---

- Why you are concerned and the risk you believe exists

---

- Any evidence or witnesses

---

- Have you raised this before and with whom

---

Do you request confidentiality: Yes / No  
Are you raising this anonymously: Yes / No

Signature \_\_\_\_\_

Date \_\_\_\_\_

# ASHES RECORD

|  |   |   |
|--|---|---|
| Name of Deceased                               | Date of Cremation   | Ashes Released on:<br>Date.....<br>By.....  |
| Client Instruction                             |   | Type of Container.....<br>Signature.....  |
| Crematorium                                    | Ashes Delivered to Branch by.....<br>.....<br>Type of Container.....<br>Date..... |   |
| Cremation Ref. No.                             |   |   |
| Full name and address of authorised recipient: |   | Authority Checked:<br>Client in person <input type="checkbox"/><br>Client written permission <input type="checkbox"/> |
| Telephone number:                              |   |   |

## Contact Record

Date/Time contact made with client:

1.

\_\_\_\_\_

2.

\_\_\_\_\_

3.

\_\_\_\_\_

4.

\_\_\_\_\_

5.

\_\_\_\_\_

6.

\_\_\_\_\_

Additional Notes

## Final Arrangements

Interment at \_\_\_\_\_

On (date) \_\_\_\_\_

Ref/plot no etc \_\_\_\_\_

Ashes prepared/casket sealed by: \_\_\_\_\_

Signed \_\_\_\_\_

Scattered at \_\_\_\_\_

On (date) \_\_\_\_\_

Ref etc \_\_\_\_\_

Scatter tube etc prepared by: \_\_\_\_\_

Signed \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Signature of Funeral Director \_\_\_\_\_

# DAILY CLEANING RECORD

Date: \_\_\_\_\_

| Time | Equipment Cleaned | Areas Cleaned | Signed |
|------|-------------------|---------------|--------|
|      |                   |               |        |
|      |                   |               |        |
|      |                   |               |        |
|      |                   |               |        |
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|      |                   |               |        |
|      |                   |               |        |
|      |                   |               |        |
|      |                   |               |        |

Any Additional Notes:

# COMPLAINT LETTER

Dear [Client's Name],

Thank you for reaching out and bringing your concerns to our attention. I want to sincerely apologise for the experience you had and any inconvenience it may have caused. At [Your Company Name], we strive to provide the highest level of service, and it's clear we fell short in this instance.

We take all feedback seriously, and I want to assure you that your complaint has been thoroughly reviewed. [Briefly acknowledge the issue – e.g., “We understand that the delay in delivery was frustrating and not in line with your expectations or our standards.”]

As a result, we are taking the following steps to address the issue:

- [List any actions taken: investigation, resolution steps, staff training, compensation, etc.]
- [Optional: Offer a goodwill gesture or compensation if appropriate.]

Please know that your satisfaction is very important to us, and we are committed to making things right. If there is anything further, we can do to assist you or if you have any additional concerns, don't hesitate to reach out to me directly at [Your Phone Number] or [Your Email Address].

Once again, thank you for your feedback. We value your business and appreciate the opportunity to improve.

Warm regards,

[Your Full Name]

[Your Position]

[Company Name]

[Contact Information]



| COMPLAINT ID | DATE RECEIVED | COMPLAINANT NAME | CONTACT INFO |
|--------------|---------------|------------------|--------------|
|--------------|---------------|------------------|--------------|

| Complaint Log |                     |                |
|---------------|---------------------|----------------|
| Funeral Date  | Nature of Complaint | Staff Involved |
|               |                     |                |

| Case Status Report - Q3 2024 |                 |         |
|------------------------------|-----------------|---------|
| Action Taken                 | Resolution Date | Status  |
| Review initiated             | 2024-07-15      | Pending |

# CONTINGENCY PLAN

## What Is a Contingency Plan?

A contingency plan is essentially a “plan B” designed to address potential future events or circumstances that could disrupt normal operations. It outlines specific actions to take in response to various unexpected situations, ensuring that any business can continue to function or quickly recover from disruptions.

For example, businesses often create contingency plans for scenarios like natural disasters, data breaches, or sudden loss of key personnel.

## Contingency Planning vs. Risk Management

Contingency planning and risk management are closely related but different processes. Contingency planning addresses the “what if” situations and develops a plan that will work around those situations. Risk management is a proactive approach that a business might use to prevent loss or disasters. So rather than being reactive like a contingency plan, a risk management plan looks to stop adverse events from happening in the first place.

## Benefits of Contingency Planning

Businesses need to be agile to remain successful in a variety of market and work conditions. Here are some benefits of contingency planning that you should consider:

- Saves time: Management is not stopping to develop a plan. All they need to do is assess the situation and implement the contingency plan.
- Saves money: Downtime for a business is costly. Contingency plans limit the costs of being forced on the sideline.
- Quick recovery time: Contingency plans redirect everyone so what they are doing is productive despite the adverse incident.
- Minimises damages: A contingency plan can reduce the effects of a disastrous situation that would otherwise lead to massive damages to the business’s property and equipment.
- Avoid negative press: When things go wrong, negative publicity may follow. Contingency plans keep the business running with minimal impact on operations.

Creating a contingency plan for a funeral directing business is crucial to ensure that services can continue smoothly even in the face of unexpected disruptions. Here are some key components to consider when developing your own contingency plan:

*Risk Assessment:*

- Identify potential risks such as another pandemic, or sudden increases in the number of deaths.
- Assess the impact of these risks on your operations and plan accordingly.

*Staffing:*

- Develop a plan for staff shortages, including cross-training employees to handle multiple roles.
- Have a list of temporary staff or partner with other funeral homes for support.

*Supply Chain Management:*

- Ensure you have backup suppliers for essential items like coffins or caskets, embalming fluids, and other funeral supplies.
- Maintain a stockpile of critical supplies to avoid shortages.

*Communication:*

- Establish clear communication channels with staff, clients, and suppliers.
- Use multiple methods (phone, email, social media) to keep everyone informed during a crisis.

*Technology:*

- Invest in technology for virtual meetings and online memorial services to accommodate restrictions on gatherings.
- Ensure your IT systems are secure and have backup plans for data protection.

*Health and Safety:*

- Implement health and safety protocols to protect staff and clients, especially during health crises.
- Regularly update these protocols based on the latest guidelines.

*Financial Planning:*

- Set aside emergency funds to cover unexpected expenses.
- Review insurance policies to ensure they cover potential risks.

*Client Services:*

- Develop flexible service options to accommodate different client needs and preferences.
- Offer alternatives like webcasting or delayed memorial services.

A blank template is available on the following page that you might find helpful.

## Contingency Plan

**Date of Next Review:**

# DECEASED CARE RECORD

## \*Deceased Tracking

|                            |  |
|----------------------------|--|
| Deceased Surname           |  |
| Deceased Forename(s)       |  |
| Date of Death              |  |
| Age                        |  |
| Gender                     |  |
| Religion                   |  |
| Post Code                  |  |
| Place of Death             |  |
| Brought into Our Care From |  |
| Date                       |  |
| By Who                     |  |
| Address                    |  |
| Town                       |  |
| Post Code                  |  |

\* Refer to First Call Sheet for caller details and authority to transfer.

## Transfer of Deceased between Funeral Home Locations

|                    |   |          |  |          |
|--------------------|---|----------|--|----------|
| From               |   | To       |  |          |
| Date               | Print Name of Employee Approving Transfer | Initials | Print Name of Employee At Receiving Branch | Initials |
| Client Informed By | Time of Call                              |          |  |          |
| From               |   | To       |  |          |
| Date               | Print Name of Employee Approving Transfer | Initials | Print Name of Employee At Receiving Branch | Initials |
| Client Informed By | Time of Call                              |          |  |          |
| From               |   | To       |  |          |
| Date               | Print Name of Employee Approving Transfer | Initials | Print Name of Employee At Receiving Branch | Initials |
| Client Informed By | Time of Call                              |          |  |          |

## Jewellery and Personal Effects

| Description of item | Client Instruction | Date Action Taken | By Who |
|---------------------|--------------------|-------------------|--------|
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |

## CLOTHING

| Description of item | Client Instruction | Date Action Taken | By Who |
|---------------------|--------------------|-------------------|--------|
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |
|                     |                    |                   |        |

**Dressed By****Instructions Checked****Own Clothes / Gown**

| Date of Dressing | Name of Person who Dressed Deceased | Signed |
|------------------|-------------------------------------|--------|
|                  |                                     |        |
|                  |                                     |        |
|                  |                                     |        |
|                  |                                     |        |

**DECEASED ENCOFFINED BY**

|  |                            |                 |                 |
|--|----------------------------|-----------------|-----------------|
| <b>Name of Person who Encoffined Deceased:</b> | <b>Date:</b>               |                 |                 |
| <b>Signed:</b>                                 | <b>CHECKS COMPLETED</b>    | <b>Initials</b> | <b>Initials</b> |
| <b>Name of Person who Encoffined Deceased:</b> | Identification of Deceased |                 |                 |
|  | Jewellery/Personal Effects |                 |                 |
|  | Coffin Type/Size           |                 |                 |
| <b>Signed:</b>                                 | Coffin Name Plate          |                 |                 |
| <b>Name of Person who Encoffined Deceased:</b> | Special Instructions       |                 |                 |
| <b>Signed:</b>                                 |                            |                 |                 |
| <b>Name of Person who Encoffined Deceased:</b> |                            |                 |                 |
| <b>Signed:</b>                                 |                            |                 |                 |

## COFFIN CLOSED / SEALED BY

|             |                              |          |          |
|-------------|------------------------------|----------|----------|
| Signed:     | Date:                        |          |          |
| Print Name: | <b>CHECKS COMPLETED</b>      | Initials | Initials |
|             | Identification of Deceased   |          |          |
| Signed:     | Jewellery / Personal Effects |          |          |
|             | Coffin Type / Size           |          |          |
| Print Name: | Coffin Name Plate            |          |          |
|             | Special Instructions         |          |          |

## FINAL CHECKS BY

|             |                              |          |          |
|-------------|------------------------------|----------|----------|
| Signed:     | Date:                        |          |          |
| Print Name: | <b>CHECKS COMPLETED</b>      | Initials | Initials |
|             | Identification of Deceased   |          |          |
| Signed:     | Jewellery / Personal Effects |          |          |
|             | Coffin Type / Size           |          |          |
| Print Name: | Coffin Name Plate            |          |          |
|             | Special Instructions         |          |          |

# EMBALMING CONSENT

**Please read the following information carefully before providing your consent.**

## 1. Embalming Process

- The procedure involves using chemical solutions to disinfect and preserve the body and usually involves a small incision to allow the solutions to be injected (or similar).
- This is a temporary preservation technique and will not permanently prevent nature taking its course.

## 2. Health & Safety Considerations

- The procedure is carried out by trained professionals in a respectful and dignified manner, adhering to health and safety regulations.
- All precautions will be taken to ensure the protection of both your loved one and our staff.

## 3. Viewing and Presentation

- Embalming can help improve the presentation of the deceased, but it does not guarantee a specific appearance. We will ensure that your loved one is presented in the best possible way.

## 4. Right to Decline

- You are under no obligation to consent to embalming. If you choose not to proceed with the procedure, we will discuss alternative options with you, including immediate burial or cremation without embalming.
- Please be aware that if the body is to be transported internationally, embalming may be a legal requirement.

## Consent to Embalming Procedure

Please complete the form below to indicate your decision regarding the embalming of your loved one.

Name of the Deceased

---

Your Name (Client)

---

Relationship to the Deceased

---

Date

---

Decision (please tick as appropriate):

- I give consent for the embalming procedure to be carried out.
- I do not give consent for the embalming procedure and request alternative arrangements be discussed.

Signature \_\_\_\_\_

---

#### Declaration

By signing this form, I confirm that I have been provided with detailed information regarding the embalming procedure, and I understand the purpose, process, and implications. I also understand that I can withdraw my consent at any time before the procedure is carried out by notifying [**INSERT YOUR BUSINESS NAME HERE**].

For any further questions or concerns, please do not hesitate to contact us at [**Phone Number**] or [**Email Address**].

Thank you for entrusting us with this sensitive responsibility. We are committed to providing the utmost care and respect for your loved one during this time.

# EMBALMING LOG

*All embalmers to complete (employed or trade).*

## Case and Identity Details

|  |   |
|--|---|
| Unique case number   |   |
| Full name of the deceased  |   |
| Date of birth and age  |   |
| Identity confirmed before procedure  | <input type="checkbox"/> Yes <input type="checkbox"/> No If no, stop and inform a manager   |
| Any deceased with an identical full name, similar first name or initial with same surname, or same name with the same date of birth or close age | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, what have you done and with which colleague to ensure you are embalming the correct deceased? |
| Body bag used on receipt   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |

## Consent and Authority

|   |   |
|---|---|
| Consent to embalm received?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If no, cease operation until consent received |
| Name of person who provided consent or authority                              |   |
| Is all appropriate paperwork in place e.g. evidence of registration of death? |   |
| Date consent or authority recorded  |   |
| Special requests or restrictions noted  |   |

## Personnel

|  |  |
|--|--|
| Embalmer name  |  |
| Embalmer signature   |  |
| Mortuary Assistant present   | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name and signature: |
| Trade embalmer used  | <input type="checkbox"/> Yes <input type="checkbox"/> No                             |
| Trade embalmer details (company and address, phone, email, qualifications, professional membership, insurance) |  |

## Dates and times

|                            |  |
|----------------------------|--|
| Date procedure carried out |  |
| Time started               |  |
| Time finished              |  |
| Location of procedure      |  |

## Before the Procedure

|  |   |
|--|---|
| Anything to note re condition of deceased? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes, record here _____<br><br>_____                                      |
| Infection risk noted                       | <input type="checkbox"/> None known <input type="checkbox"/> Suspected <input type="checkbox"/> Confirmed<br><br>Details _____<br><br>_____ |
| PPE available and worn                     | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes list details of PPE here _____<br><br>_____                          |

|  |  |
|--|--|
|  | _____  |
| Ventilation and equipment checked        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Sharps container available               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Access secure and door controls in place | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Clinical waste bin available             | <input type="checkbox"/> Yes <input type="checkbox"/> No |

### Record of Any Incident(s) in Procedure

|   |  |
|---|--|
| Any spill, exposure, needlestick, or other incident | <input type="checkbox"/> No <input type="checkbox"/> Yes<br><br>If yes, describe and record actions taken _____<br><br>_____ |
| First aid given or medical advice sought            | <input type="checkbox"/> No <input type="checkbox"/> Yes<br><br>If yes, describe and record actions taken _____<br><br>_____ |
| Incident form completed and manager informed        | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>Date and time _____  |

## Security and integrity checks

|  |  |
|--|--|
| Identity re checked after the procedure (reference number and two other identifiers) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Labels and wrist tag present and legible   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Storage location after procedure   |  |
| Movement or storage log updated  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Room secured after use   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## Outcome and Follow Up

|   |   |
|---|---|
| Presentation outcome                                    |   |
| Limitations explained to the Funeral Director/Arranger? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Notes _____ |
| Further treatment planned                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Notes _____ |

## Data and Retention

Store this record securely. Retention: at least five years after the funeral or in line with the retention policy, whichever is longer.

# FIRST CALL SHEET (ABBREVIATED)

|                  |     |               |      |                          |
|------------------|-----|---------------|------|--------------------------|
| Date             |     |               | Time |                          |
| Deceased Details |     |               |      |                          |
| Deceased Name    |     |               |      |                          |
| Date of Birth    |     | Date of Death |      |                          |
| Age              |     | Gender        |      |                          |
| Transfer From    |     |               |      |                          |
| Usual Address    |     |               |      |                          |
| Death Verified   | Yes | No            | Proc |                          |
| Verified By Who  |     |               |      |                          |
| Client           |     |               |      |                          |
| Name             |     |               |      | Relationship to Deceased |
| Contact Number   |     |               |      |                          |
| Address          |     |               |      |                          |
| Nominated Person |     |               |      |                          |
| Name             |     |               |      | Relationship             |
| Contact Number   |     |               |      |                          |

# FIRST CALL SHEET (FULL)

|                  |     |               |      |                          |
|------------------|-----|---------------|------|--------------------------|
| Date             |     |               | Time |                          |
| Deceased Details |     |               |      |                          |
| Deceased Name    |     |               |      |                          |
| Date of Birth    |     | Date of Death |      |                          |
| Age              |     | Gender        |      |                          |
| Transfer From    |     |               |      |                          |
| Usual Address    |     |               |      |                          |
| Death Verified   | Yes |               | No   |                          |
| Verified By Who  |     |               |      |                          |
| Client           |     |               |      |                          |
| Next of Kin Name |     |               |      | Relationship to Deceased |
| Contact Number   |     |               |      |                          |
| Address          |     |               |      |                          |
| Nominated Person |     |               |      |                          |
| Name             |     |               |      | Relationship             |
| Contact Number   |     |               |      |                          |

|  |  |          |  |
|--|--|----------|--|
|  |  |          |  |
| Transfer Details   |  |          |  |
| Staff #1   |  | Staff #2 |  |
| Staff #3   |  | Staff #4 |  |
| Staff #5   |  | Staff #6 |  |
| Transfer to  |  | Time     |  |
| Personal Effects   |  |          |  |
| Notes  |  |          |  |
| <p>I _____ can confirm that the details above are correct to the best of my knowledge, and I authorise<br/> <b>(Company Name)</b> to transfer the deceased. I can confirm that the personal effects listed above are correct.</p> <p>Signature _____</p> |  |          |  |

# MONTHLY MAINTENANCE OF EQUIPMENT RECORD

Signed By:

**Date of Next Review:**

# DAILY OUT OF HOURS MORTUARY ACCESS LOG

Date: \_\_\_\_\_

| Time In | Time Out | Staff Member(s) | Reason for Access | Initials |
|---------|----------|-----------------|-------------------|----------|
|         |          |                 |                   |          |
|         |          |                 |                   |          |
|         |          |                 |                   |          |
|         |          |                 |                   |          |
|         |          |                 |                   |          |
|         |          |                 |                   |          |
|         |          |                 |                   |          |

# OUT OF HOURS ROTA

## Purpose

To provide a clear record of all staff assigned to out of hours duties, ensuring that appropriate cover is maintained at all times for removals, transfers, and urgent calls.

Manager Responsible \_\_\_\_\_

Week Commencing \_\_\_\_\_

## Out of Hours Rota

| Date | Day       | Staff Member on Duty | Role/Responsibility | Contact Number | Start Time | End Time | Notes/Comments |
|------|-----------|----------------------|---------------------|----------------|------------|----------|----------------|
|      |           |                      |                     |                |            |          |                |
|      | Monday    |                      |                     |                |            |          |                |
|      | Tuesday   |                      |                     |                |            |          |                |
|      | Wednesday |                      |                     |                |            |          |                |
|      | Thursday  |                      |                     |                |            |          |                |
|      | Friday    |                      |                     |                |            |          |                |
|      | Saturday  |                      |                     |                |            |          |                |
|      | Sunday    |                      |                     |                |            |          |                |

## Change Log

| Date of Change | Name of Person Changed | Reason for Change | Approved By (Name & Signature) |
|----------------|------------------------|-------------------|--------------------------------|
|                |                        |                   |                                |
|                |                        |                   |                                |
|                |                        |                   |                                |
|                |                        |                   |                                |

### Notes

- The rota must be updated weekly or whenever a staffing change occurs.
- All changes must be approved by a manager and logged in the change log.
- Contact details must be accurate and checked regularly.
- A copy of the rota must be available to all relevant staff and kept securely for at least one year.

# PAYING LAST RESPECTS

## (NOT ADVISED)

We understand that paying your last respects to a loved one following their death plays an integral part in the grieving process, and indeed, under usual circumstances, we would always encourage it. However, there may be occasions when we strongly advise against this due to the significant detrimental impact we believe this may have on a person's emotional health and well-being.

In completing this declaration, you confirm that you are visiting the deceased person noted below against our professional advice. In signing this declaration, you are indemnifying us from any responsibility whatsoever for any detriment to your emotional health and well-being because of viewing the deceased person.

|                               |  |
|-------------------------------|--|
| Name of deceased              |  |
| Date of death                 |  |
| Date of visit                 |  |
| Name of the funeral director  |  |
| Name of person viewing        |  |
| Reason viewing is not advised |  |

### Declarations

1. I understand and fully acknowledge that I have been advised against viewing the deceased person named above by the funeral director responsible for the arrangements

**Please tick to indicate that you understand that you have been advised not to view the deceased**

2. I understand that the condition and presentation of the deceased person named above has deteriorated to such an extent that, in the professional opinion of the funeral director, viewing is not advisable

**Please tick to indicate that you understand the reason why viewing is not advised**

3. I confirm that I have spoken with the funeral director named. I understand that it is the advice of the funeral director and, that I do not view the deceased person

**Please tick to confirm that you have spoken with the persons named above**

4. I confirm that I have made those responsible for the funeral arrangements aware of my decision and wish to view the deceased person and they have consented and agreed to me doing so

**Please tick to indicate that all those responsible for the arrangements have consented**

5. I indemnify **(Name of Funeral Service)**, its partners and employees from any action following my decision to view. I understand that I am acting against professional advice given to me by them

**Please tick to indicate that you indemnify **(Name of Funeral Service)**, from any subsequent action**

Signed \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

# DAILY REFRIGERATION/TEMPERATURE RECORD

Date: \_\_\_\_\_

| Unit No/Reference | Time | Temperature | Initials |
|-------------------|------|-------------|----------|
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |
|                   |      |             |          |

# REGISTER OF AUTHORISED PERSONNEL

## (Incl. Temporary and Casual Workers)

### Purpose

To maintain an up-to-date record of all personnel authorised to collect, transport, prepare, and assist with the care of the deceased. This register ensures that only qualified and approved individuals carry out these duties.

Manager Responsible \_\_\_\_\_

Date Created \_\_\_\_\_

| No. | Full Name | Job Title | Date of Authorisation | Authorised Duties (tick all that apply)  | Approved By (Name & Signature) | Review Date | Status (Active/Inactive) |
|-----|-----------|-----------|-----------------------|--|--------------------------------|-------------|--------------------------|
| 1   |           |           |                       | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |                                |             |                          |
| 2   |           |           |                       | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport  |                                |             |                          |

|   |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
|   |  |  |  | <input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance  |  |  |  |
| 3 |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 4 |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 5 |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 6 |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |

|    |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|
| 7  |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 8  |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 9  |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |
| 10 |  |  |  | <input type="checkbox"/> Collection<br><input type="checkbox"/> Transport<br><input type="checkbox"/> Preparation<br><input type="checkbox"/> Viewing Assistance |  |  |  |

### Notes

- The manager must authorise all new personnel before they carry out any duties involving the deceased.
- The register must be reviewed at least every six months.
- Any changes in employment status, role, or authorisation must be recorded immediately.
- Historical entries must be retained for a minimum of three years after the staff member's departure.

# JEWELLERY AND PERSONAL EFFECTS CONFIRMATION OF RETURN

Name of deceased \_\_\_\_\_

Date of death \_\_\_\_\_ Age \_\_\_\_\_

Account/reference no \_\_\_\_\_

## Jewellery

| Item | Description | Client Signature / Initials |
|------|-------------|-----------------------------|
|      |             |                             |
|      |             |                             |
|      |             |                             |
|      |             |                             |
|      |             |                             |
|      |             |                             |
|      |             |                             |

## Personal Effects

| Item | Description | Client Signature/Initials |
|------|-------------|---------------------------|
|      |             |                           |
|      |             |                           |
|      |             |                           |
|      |             |                           |
|      |             |                           |
|      |             |                           |
|      |             |                           |

I hereby confirm that I have received, into my possession, the items listed above and that I am the client and duly authorised to receive them.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signed on behalf of the company \_\_\_\_\_

Date \_\_\_\_\_

# SERVICE LEVEL AGREEMENT

## Parties

This Service Level Agreement is between:

The Funeral Director: [legal name], [company number], [registered address]

The Supplier: [legal name], [company number], [registered address]

Together, the Parties.

Effective date: [insert date]

Term: From the Effective date until ended in line with the Termination section.

## Purpose and Scope

This SLA sets out the services the Supplier will provide, the standards to be met, and how performance will be measured and managed.

Services covered: A detailed description is in Schedule 1 Services.

## Definitions

Business hours: [for example 09:00 to 17:00 Monday to Friday excluding bank holidays].

Out of hours: Any time outside business hours.

Incident: An event that disrupts or risks disrupting the services or the dignity and safety of any person.

Service credit: A financial credit or other agreed remedy applied when a service level is not met.

## Services and Deliverables

- The Supplier will provide the following services [insert here] with skill and care, in line with all laws and relevant codes of practice, and in a manner that protects dignity, privacy, and safety.
- Deliverables, locations, volumes, and any special requirements are set out in Schedule 1.

## Service Hours and Response Times

- Availability: Services are available during business hours unless agreed otherwise.

- Response: The Supplier will acknowledge requests within [x] business hours and, where applicable, attend within [y] hours.
- Planned work: The Supplier will confirm bookings within [x] business hours.
- Any specific turnaround times are listed in Schedule 2 Service levels.

## Service Levels and Key Performance Indicators

Measured at the intervals stated in Schedule 2. Examples you may use:

- On time attendance at [x]% or above
- Records complete and accurate at [x]% or above
- Security and access rules followed at [x]% or above
- Client or family feedback at average [x] out of 10
- Equipment or facility readiness at [x]% or above

Remedies or service credits for missed targets are set out in Schedule 2.

## Ordering, Scheduling, and Changes

- Orders and booking requests will be placed by email or system message to the contacts in Schedule 5.
- The Supplier will confirm each request and any special requirements before work starts.
- Changes or cancellations must be agreed in writing. Any related costs must be stated in Schedule 3 Pricing.

## Staff, Training, and Conduct

- The Supplier will be and will use competent and suitably trained people and if appropriate will supervise them as needed.
- All Supplier personnel must act with respect and discretion, wear clean and suitable clothing, display identification when on site, and follow site rules.
- Where the role needs checks or licences, the Supplier will make sure these are in place and in date.

## Health, Safety, and Safeguarding

- The Supplier will follow the Funeral Director policies for health and safety, incident reporting, infection control where relevant, lone working where relevant, and fire safety.
- Risk assessments and safe systems of work will be in place for tasks carried out and reviewed at least once each year or after any change.
- Any injury, near miss, spill, exposure, threat, or safeguarding concern must be reported the same day to the contacts in Schedule 5.

## Security, Access, and Identity

- Access to restricted areas is by prior agreement only.
- Visitors sign in and are accompanied at all times.

- Personal mobile phones, cameras, and recording devices are not to be used or carried into care areas unless the Funeral Director gives written permission in advance and a record is kept.
- Where the service involves any handling or movement of the deceased, identity must be checked using the unique case number and at least two other identifiers before any movement or procedure.

## **Records and Information Management**

- The Supplier will keep clear and legible records of work done, dates and times, identity checks where relevant, and any incidents.
- Records requested by the Funeral Director will be provided within [x] business days and kept for the period stated in Schedule 4 Records and retention.

## **Confidentiality**

- Each Party will keep confidential all information about the other Party, families, clients, and the deceased, and will use it only to deliver the Services.
- Confidential information may be shared with personnel or subcontractors who need to know it to deliver the Services and who are bound by a duty of confidence.
- Disclosure is allowed where required by law, a regulator, a court, or the police, and then only to the extent required.
- These duties continue after this SLA ends.
- On request or on ending this SLA, the Supplier will return or securely destroy confidential information, except for records it must keep by law.

## **Data Protection**

- The Parties will comply with UK GDPR and the Data Protection Act 2018.
- Where one Party processes personal data for the other, a data processing schedule will set out roles, instructions, security, and retention.
- Personal data will be kept secure, accurate, and only for as long as needed.

## **Information Security**

- The Supplier will use reasonable technical and organisational measures to protect information.
- Email accounts must be protected with strong passwords and not shared.
- Portable devices used for the Services must be encrypted.
- Any data breach must be reported to the Funeral Director within 24 hours with details and actions taken.

## **Audit and Inspection**

- On reasonable notice the Funeral Director may audit the Supplier records and, where relevant, facilities to check compliance with this SLA.

- The Supplier will cooperate and will address findings within agreed time frames.

## **Subcontracting**

- The Supplier will not subcontract without prior written consent.
- If consent is given, the Supplier remains responsible for the acts and omissions of its subcontractors.

## **Insurance**

The Supplier will maintain at all times insurance appropriate to the Services, including as applicable:

- Public liability of at least £[amount] per claim
- Professional indemnity of at least £[amount] per claim for professional services
- Employers liability where required by law

Evidence of cover will be provided each year and on request.

## **Pricing, invoicing, and payment**

- Prices are in Schedule 3 Pricing.
- Invoices will be issued [monthly in arrears] unless agreed otherwise and will be paid within [30] days of receipt of a valid invoice.
- Charges that are not in line with this SLA or not supported by records may be queried or rejected.

## **Service Credits and Remedies**

- If a service level is missed, remedies or service credits in Schedule 2 will apply unless agreed otherwise.
- Service credits are without prejudice to other legal remedies.

## **Changes and Continuous Improvement**

- Changes to scope, service levels, or rates must be agreed in writing.
- The Parties will review performance at least [quarterly] and agree improvements.

## **Termination and Suspension**

- Either Party may end this SLA for any reason with [30] days written notice.
- Either Party may end this SLA immediately if the other Party commits a serious breach that is not fixed within [10] days of notice, becomes insolvent, or loses required insurance or approvals.
- The Funeral Director may suspend the Services where there is a safety or security concern.

## **Exit and Handover**

On ending this SLA the Supplier will complete agreed work in progress, return property and access items, supply final records within [5] business days, and cooperate to ensure continuity and dignity.

## **Liability**

- Nothing in this SLA limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or in any way that would be unlawful.
- Subject to the above, each Party excludes indirect or consequential loss and limits liability for all other loss to £[amount] per claim and £[amount] in total in any twelve month period. Statutory rights are not affected.

## **Force Majeure**

Neither Party is liable for delay or failure caused by events beyond reasonable control. The affected Party will take reasonable steps to reduce impact and will inform the other Party at once.

## **Notices**

- Formal notices must be in writing and sent by hand delivery, recorded post, or email to the contacts in Schedule 5.
- A notice is received on delivery, two business days after posting, or when a delivery confirmation for email is received.

## **General**

- Entire agreement: This SLA and its Schedules form the entire agreement for the Services.
- No partnership: The Parties are independent.
- Assignment: Neither Party may assign without the other Party's written consent.
- Third party rights: No person who is not a Party has any right to enforce any term under the Contracts Rights of Third Parties Act 1999, the Contracts Rights of Third Parties Northern Ireland Order 1999, or the Contract Third Party Rights Scotland Act 2017.
- Severability: If any term is invalid or unenforceable, the rest remains in force.
- Governing law and jurisdiction: This SLA is governed by the law of England and Wales or Scotland or Northern Ireland depending on whether the either the Funeral Director trades and/or the supplier trades.

## Schedule 1: Services

|  |  |
|--|--|
| <b>Service description</b>               |  |
| <b>Locations</b>                         |  |
| <b>Days and hours</b>                    |  |
| <b>Expected notice period</b>            |  |
| <b>Deliverables and records required</b> |  |
| <b>Special requirements or controls</b>  |  |

## Schedule 2: Service Levels and Remedies

| KPI name | Target | Measurement method and data source | Service credit or other remedy |
|----------|--------|------------------------------------|--------------------------------|
|          |        |                                    |                                |
|          |        |                                    |                                |
|          |        |                                    |                                |
|          |        |                                    |                                |
|          |        |                                    |                                |

## Schedule 3: Pricing and Expenses

|  |  |
|--|--|
| Rates and fees                             |  |
| Out of hours uplift                        |  |
| Mileage and expenses policy                |  |
| Cancellation and short notice change rules |  |
| Invoicing method and timing                |  |

## Schedule 4: Records and Retention

| Record type | How to submit to the Funeral Director | Retention period |
|-------------|---------------------------------------|------------------|
|             |                                       |                  |
|             |                                       |                  |
|             |                                       |                  |
|             |                                       |                  |

## Schedule 5: Contacts

|   |  |
|---|--|
| Funeral Director contract manager (name and role) |  |
| Funeral Director phone and email                  |  |
| Funeral Director address for notices              |  |
| Supplier contract manager (name and role)         |  |
| Supplier phone and email                          |  |
| Supplier address for notices                      |  |

# TERMS AND CONDITIONS (ENGLAND AND WALES)

We are a member of the National Association of Funeral Directors and subscribe to the 'UK Funeral Director Code' a copy of which is available on request from the office. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

## Estimates and Expenses

The estimate sets out the services we agree to supply. The estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third party charges in advance of the funeral; however we give you a best estimate of such charges. The actual amount of the charges will be provided to you as soon as known and will be detailed in the final account. If you amend your instructions we may require your written confirmation of the changes. We may need to make an extra charge in accordance with our published price list. We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

## Payment Arrangements

Any client selecting the Standardised Price List option will be required to pay the full amount of the funeral prior to the funeral service. If not, the following applies:

- We reserve the right to request a deposit of 50% of the total estimated costs, or 100% of the estimated disbursements at the time of making the arrangements.
- The funeral account will be sent to you within 7 days of the funeral taking place
- The funeral account is due for settlement within 28 days of receipt (unless agreed in writing by us)
- If you fail to pay us in full, by the due date, we may charge you interest:
  - At a rate of 4% above our bank's Base Rate from time to time in force, calculated (on a daily basis) from the date of our account until payment.
  - Compounded on the first day of each month and before and after any judgement (unless a Court orders otherwise)
  - We may recover the cost of legal action to make you pay.

## Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal cost) following a breach by you of any of your obligations under these Terms and Conditions. This means that

you are liable to us for losses we incur because you do not comply with these Terms and Conditions. For example we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you the account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim these losses from you at any time and, if we take legal action, we will ask the court to make you pay our legal costs.

### **Data Protection (GDPR)**

We are the data controller under UK GDPR and the Data Protection Act 2018. We process personal data only where lawful, including to perform our contract with you, meet legal duties, pursue our legitimate interests, or with your consent. We keep data secure, accurate, and only for as long as needed, then delete or archive it safely. We share data only with trusted parties where required to deliver our services or by law, with safeguards in place. You can request access, correction, erasure, restriction, portability, or object to processing, and you may withdraw consent at any time. To exercise your rights, contact [insert contact]. You may also complain to the Information Commissioners Office.

### **Cooling-off period**

The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

### **Termination**

This agreement may also be terminated before the services are delivered:

1. by us if you fail to honour your obligations under these Terms and Conditions and
2. by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### **Standards of Service**

The National Association of Funeral Directors UK Funeral Director Code requires that we provide a high quality of service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with the designated senior person – [name of person] at [name of business]. If that does not resolve the problem to your

satisfaction the National Association of Funeral Directors provides an independent conciliation and adjudication scheme, 'NAFD Resolve', as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road, Solihull, West Midlands, B91 1AA.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed in writing to you in the final funeral confirmation.

Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date and time specified. Where this is the case we will contact you in advance, and advise you of alternative arrangements.

## **Agreement**

Under the Contracts Rights of Third Parties Act 1999 by continuing to give us instructions after you receive these Terms and Conditions, you agree to be bound by them.

### *Third party rights*

No person other than our client has any right to enforce any of these Terms and Conditions under the Contracts Rights of Third Parties Act 1999.

### *Severability*

If any term is or becomes invalid or unenforceable, the rest of the Terms will continue in full force. If a term would be valid with a minor change, it will apply with that change to the minimum extent needed.

### *Liability*

Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or in any way that would be unlawful. Your statutory rights are not affected.

### *Governing Law and Jurisdiction*

These Terms and any dispute or claim are governed by the law of England and Wales.

# TERMS AND CONDITIONS (NORTHERN IRELAND)

We are a member of the National Association of Funeral Directors and subscribe to the 'UK Funeral Director Code' a copy of which is available on request from the office. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

## Estimates and Expenses

The estimate sets out the services we agree to supply. The estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third party charges in advance of the funeral; however we give you a best estimate of such charges. The actual amount of the charges will be provided to you as soon as known and will be detailed in the final account. If you amend your instructions we may require your written confirmation of the changes. We may need to make an extra charge in accordance with our published price list. We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

## Payment Arrangements

Any client selecting the Standardised Price List option will be required to pay the full amount of the funeral prior to the funeral service. If not, the following applies:

- We reserve the right to request a deposit of 50% of the total estimated costs, or 100% of the estimated disbursements at the time of making the arrangements.
- The funeral account will be sent to you within 7 days of the funeral taking place
- The funeral account is due for settlement within 28 days of receipt (unless agreed in writing by us)
- If you fail to pay us in full, by the due date, we may charge you interest:
  - At a rate of 4% above our bank's Base Rate from time to time in force, calculated (on a daily basis) from the date of our account until payment.
  - Compounded on the first day of each month and before and after any judgement (unless a Court orders otherwise)
  - We may recover the cost of legal action to make you pay.

## Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal cost) following a breach by you of any of your obligations under these Terms and Conditions. This means that

you are liable to us for losses we incur because you do not comply with these Terms and Conditions. For example we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you the account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim these losses from you at any time and, if we take legal action, we will ask the court to make you pay our legal costs.

### **Data Protection (GDPR)**

We are the data controller under UK GDPR and the Data Protection Act 2018. We process personal data only where lawful, including to perform our contract with you, meet legal duties, pursue our legitimate interests, or with your consent. We keep data secure, accurate, and only for as long as needed, then delete or archive it safely. We share data only with trusted parties where required to deliver our services or by law, with safeguards in place. You can request access, correction, erasure, restriction, portability, or object to processing, and you may withdraw consent at any time. To exercise your rights, contact [insert contact]. You may also complain to the Information Commissioners Office.

### **Cooling-off period**

The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

### **Termination**

This agreement may also be terminated before the services are delivered:

1. by us if you fail to honour your obligations under these Terms and Conditions and
2. by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### **Standards of Service**

The National Association of Funeral Directors UK Funeral Director Code requires that we provide a high quality of service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with the designated senior person – [name of person] at [name of business]. If that does not resolve the problem to your

satisfaction the National Association of Funeral Directors provides an independent conciliation and adjudication scheme, 'NAFD Resolve', as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road, Solihull, West Midlands, B91 1AA.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed in writing to you in the final funeral confirmation.

Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date and time specified. Where this is the case we will contact you in advance, and advise you of alternative arrangements.

## **Agreement**

Under the Contracts Rights of Third Parties Northern Ireland Order 1999 by continuing to give us instructions after you receive these Terms and Conditions, you agree to be bound by them.

### *Third party rights*

No person other than our client has any right to enforce any of these Terms and Conditions under the Contracts Rights of Third Parties Northern Ireland Order 1999.

### *Severability*

If any term is or becomes invalid or unenforceable, the rest of the Terms will continue in full force. If a term would be valid with a minor change, it will apply with that change to the minimum extent needed.

### *Liability*

Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or in any way that would be unlawful. Your statutory rights are not affected.

### *Governing Law and Jurisdiction*

These Terms and any dispute or claim are governed by the law of Northern Ireland.

# TERMS AND CONDITIONS (SCOTLAND)

We are a member of the National Association of Funeral Directors and subscribe to the 'UK Funeral Director Code' a copy of which is available on request from the office. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

## Estimates and Expenses

The estimate sets out the services we agree to supply. The estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third party charges in advance of the funeral; however we give you a best estimate of such charges. The actual amount of the charges will be provided to you as soon as known and will be detailed in the final account. If you amend your instructions we may require your written confirmation of the changes. We may need to make an extra charge in accordance with our published price list. We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

## Payment Arrangements

Any client selecting the Standardised Price List option will be required to pay the full amount of the funeral prior to the funeral service. If not, the following applies:

- We reserve the right to request a deposit of 50% of the total estimated costs, or 100% of the estimated disbursements at the time of making the arrangements.
- The funeral account will be sent to you within 7 days of the funeral taking place
- The funeral account is due for settlement within 28 days of receipt (unless agreed in writing by us)
- If you fail to pay us in full, by the due date, we may charge you interest:
  - At a rate of 4% above our bank's Base Rate from time to time in force, calculated (on a daily basis) from the date of our account until payment.
  - Compounded on the first day of each month and before and after any judgement (unless a Court orders otherwise)
  - We may recover the cost of legal action to make you pay.

## Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal cost) following a breach by you of any of your obligations under these Terms and Conditions. This means that

you are liable to us for losses we incur because you do not comply with these Terms and Conditions. For example we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you the account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim these losses from you at any time and, if we take legal action, we will ask the court to make you pay our legal costs.

### **Data Protection (GDPR)**

We are the data controller under UK GDPR and the Data Protection Act 2018. We process personal data only where lawful, including to perform our contract with you, meet legal duties, pursue our legitimate interests, or with your consent. We keep data secure, accurate, and only for as long as needed, then delete or archive it safely. We share data only with trusted parties where required to deliver our services or by law, with safeguards in place. You can request access, correction, erasure, restriction, portability, or object to processing, and you may withdraw consent at any time. To exercise your rights, contact [insert contact]. You may also complain to the Information Commissioners Office.

### **Cooling-off period**

The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

### **Termination**

This agreement may also be terminated before the services are delivered:

1. by us if you fail to honour your obligations under these Terms and Conditions and
2. by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### **Standards of Service**

The National Association of Funeral Directors UK Funeral Director Code requires that we provide a high quality of service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with the designated senior person – [name of person] at [name of business]. If that does not resolve the problem to your

satisfaction the National Association of Funeral Directors provides an independent conciliation and adjudication scheme, 'NAFD Resolve', as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road, Solihull, West Midlands, B91 1AA.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed in writing to you in the final funeral confirmation.

Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date and time specified. Where this is the case we will contact you in advance, and advise you of alternative arrangements.

## **Agreement**

Under the Contract Third Party Rights Scotland Act 2017 by continuing to give us instructions after you receive these Terms and Conditions, you agree to be bound by them.

### *Third party rights*

No person other than our client has any right to enforce any of these Terms and Conditions under the Contract Third Party Rights Scotland Act 2017.

### *Severability*

If any term is or becomes invalid or unenforceable, the rest of the Terms will continue in full force. If a term would be valid with a minor change, it will apply with that change to the minimum extent needed.

### *Liability*

Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or in any way that would be unlawful. Your statutory rights are not affected.

### *Governing Law and Jurisdiction*

These Terms and any dispute or claim are governed by the law of Scotland.

| Date | Embalmer ID | Cases audited | Findings | Actions |
|------|-------------|---------------|----------|---------|
|------|-------------|---------------|----------|---------|

| Due date | Status | Reviewer |
|----------|--------|----------|
|----------|--------|----------|

# UK GENERAL DATA PROTECTION REGULATION

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In line with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 **name of business** are required by law to inform all our clients of the methods and course of action taken by ourselves regarding any personal data which may be held in our records and/or passed on to third parties. The following outlines our procedures and how we use your personal data.

## What is this data used for?

All information retained by **name of business** i.e. client names, addresses, email addresses etc. are stored on a business specific software database which can only be accessed by authorised persons and colleagues employed by **name of business** by way of a secure password. Policies and procedures are in place to protect your identity and to ensure that the information obtained by us is not misused by any other commercial third party.

## What information do we hold?

When dealing with **name of business** (i.e. arranging a funeral, a memorial, sundry item or a pre-paid funeral plan) we will record your name, address, telephone number/s and email address/es. We will also request details in relation to the deceased person. Payment or financial details such as bank card details or bank accounts numbers are only kept in order to process transactions such as bank payments.

## How do we use the information gathered?

Once the funeral, memorial, sundry or pre-paid funeral plan has been arranged your data is inputted in to our business specific software database. Confirmation letters, general notes and paperwork are generated by the software and printed. Both electronic and hard copies of our paperwork are retained for future reference only. After the funeral has taken place relevant data is kept for a reasonable period of time. If we use any third parties your name and email address may be used to identify you. Third parties are also subject to the new GDPR rules. Your details will not be passed to any third party company or organisation other than those required to carry out your requests.

### *List of external third parties who we may have to pass on personal data to carry out your requests:*

|                               |                     |                             |
|-------------------------------|---------------------|-----------------------------|
| Care Homes                    | Religious Ministers | Solicitors                  |
| Nursing Homes                 | Celebrants          | Funeral Plan Administrators |
| General Practitioner's (GP's) | Printers            | Debt Collection Agencies    |
| H M Coroner                   | Registrar's Office  | Caterers                    |
| Police                        | Charities           |                             |

## Third party data protection

If we need to pass your personal data and information onto a 'Third Party' in relation to organising the funeral arrangements, masonry, sundry or pre-paid funeral plan, we are not liable, and we do not accept responsibility for their own Data Protection Policy. It is the 'Third Party's own responsibility on how they securely use and store your personal data and information. You are within your rights to liaise with the 'Third Party' to obtain their Data Protection Policy

## How does GDPR affect me?

Under the regulations you now have the right to request that we show you all of the details that we may hold about you upon request. You also have the legal right to request that any information we do hold can be edited, changed and/or deleted at any time. We can only act on instructions of that person's data by the person themselves. Should the details of a deceased person need to be edited, adjusted or erased this can only be authorised by the person acting as the informant, in the first instance, at the time of making the arrangements.

## In summary

GDPR is there to protect our clients and whilst the information that we hold will be minimal, your right to confidentiality is of paramount importance to us as a business. You can be assured that any information we do hold will only be used for the purposes of a funeral, memorial, sundry arrangement and pre-paid funeral plans and that your privacy will be upheld and respected at all times. Should you wish to discuss the matter of GDPR in more detail please feel free to contact our **name of person responsible within the business for GDPR queries** at **email address/telephone number**.

## Additional information

If you feel that your personal data has been compromised or you suspect a breach of data confidentiality there are people to whom you can address your concerns. In the first instance please contact our **name of person responsible within the business for GDPR queries** at **email address/telephone number**.

## Future correspondence

From time to time we may contact you regarding a review, survey, Christmas memorial service and any other service or item related to funerals, this will either be by post or electronic mail.

By signing this form you give us consent to capture special category data and use your data for marketing purposes:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Our reference: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# VISITOR AND CONTRACTOR LOG

Record all visitors and contractors. Confirm purpose of visit, areas to be accessed, and the host or escort. Visitors and contractors must be accompanied at all times. Sign out and return badges on exit. For GDPR purposes, you should only use **one** log sheet per visitor or contractor.

|  |  |
|--|--|
| <b>Date</b>                            |  |
| <b>Time in</b>                         |  |
| <b>Time Out</b>                        |  |
| <b>Full Name of Visitor/Contractor</b> |  |
| <b>Company</b>                         |  |
| <b>Contact Number</b>                  |  |
| <b>Escort Name</b>                     |  |
| <b>Purpose of Visit</b>                |  |
| <b>Areas to be Accessed</b>            |  |
| <b>Escort Signature</b>                |  |
| <b>Visitor or Contractor Signature</b> |  |

# GUIDANCE

## DISPOSAL OF ASHES

### Purpose

To provide funeral firms with a consistent approach and guidelines ('best practice') for the disposal of cremated remains where ownership is either not known or non traceable. Whilst this situation has to be addressed, due to the sensitivity of the issue it is imperative that funeral firms take all reasonable steps to establish ownership prior to disposal.

### Action to be taken Prior to Scattering

The funeral firm should satisfy itself that all reasonable efforts have been made to identify and trace the legal owner of the cremated remains.

- All company records should be researched and reviewed in an attempt to establish ownership.
- Every reasonable attempt should be made to contact the family, ie the last known address of the deceased or signatory of the cremation papers should be visited if practicable.
- The signatory/person who arranged the funeral (if known) should be advised in writing via Royal Mail Recorded Delivery that, unless instructions are given to the funeral firm within twenty-eight days, the cremated remains will be scattered at the firm's discretion or returned to the nearest crematorium.
- An appropriately worded advertisement should be placed in local newspapers giving twenty-eight days' notice of scattering.

### Scattering – The Options

- The ashes must have been in the funeral firm's possession for a **minimum of five years**, with all previous attempts of repatriation having proved unsuccessful.
- Return the ashes to the local crematorium for scattering in the garden of remembrance (if possible) or, alternatively, within curtilage of the funeral home, if appropriate.
- Purchase a single plot in the local cemetery/churchyard for interment.
- Scatter the ashes at local beauty spot, with landowner's permission.
- The funeral firm should seriously consider whether or not to achieve positive PR by publicising any subsequent 'scattering event' and involving local media.

### Overview

- In order to avoid a recurrence of untraceable ownership of cremated remains it is essential that, for the future, comprehensive documentation is maintained, clearly stating details of ownership and giving instructions for disposal/retention.
- Always obtain a signature for the instructions.

Whilst the National Association of Funeral Directors (NAFD) recommends that these guidelines be followed, it cannot take responsibility in the event of any action being brought against a member company or individual.



GENERAL DATA  
PROTECTION REGULATION | NAFD  
GDPR FREQUENTLY ASKED QUESTIONS

## What is the difference between Data Controllers and Data Processors?

The Information Commissioner's Office (ICO) defines controllers and processors as:

- A controller determines the purposes and means of processing personal data. For funeral plans, this will typically be the plan provider.
- A processor processes personal data on behalf of a controller. For funeral plans, this will generally be the funeral director.
- If you are a processor, UK GDPR places specific legal obligations on you, such as maintaining records of processing activities. You are legally liable for breaches.
- If you are a controller, you remain responsible for ensuring that your contracts with processors comply with UK GDPR.
- If you offer pre-paid funeral plans, you are a data processor for your plan provider but a data controller for your own business.

## What does it cost to register with the Information Commissioner's Office (ICO)?

The ICO registration fee depends on the size and turnover of your business. As fees are subject to change, visit the ICO website ([www.ico.org.uk](http://www.ico.org.uk)) for the most up to date information.

## Who is responsible for enforcing UK GDPR?

The ICO enforces UK GDPR. Individuals can complain to the ICO if they feel their data is not being handled correctly.

## How does UK GDPR affect marketing communications?

Under UK GDPR, marketing requires clear, freely given, and unambiguous consent:

- Pre-ticked boxes for consent are not valid.
- Individuals must be able to withdraw consent easily.
- Consent should be recorded, including name, date, and time.
- Funeral directors must obtain explicit consent before using data for marketing purposes.

## Subject Access Requests (SARs)

- Individuals can request access to their personal data at any time.
- Businesses must respond within one month (extensions allowed for complex cases).
- Fees cannot be charged unless the request is excessive or repetitive.
- For more details, visit [www.ico.org.uk](http://www.ico.org.uk).

## Data Retention Policies

UK GDPR requires businesses to have a clear retention schedule for different data types. For example:

- Funeral records: Retain based on operational needs.
- Employee records: Retain according to employment law.
- Next of kin (NOK) details: Retention must be justified (e.g., for exhumation notices).
- Retention policies must be documented and made available in privacy notices.

## Can funeral directors pass customer data to third parties?

Yes, but only if:

- The third party is UK GDPR compliant.
- A data processing agreement is in place.
- Data is used only for the agreed purpose and securely deleted afterward.

## Can funeral directors contact families after a funeral for bereavement services?

Yes, but explicit consent is required under UK GDPR. Bereavement services, even if non-commercial, can still be considered marketing if they promote a business's brand. Consent must be:

- Freely given, specific, and informed at the time of arranging the funeral.
- Recorded properly (date, time, nature of consent).
- Withdrawable at any time, with an opt out mechanism provided.

## Can funeral directors include marketing materials with invoices?

No, unless explicit consent has been obtained from the recipient beforehand. Under the Privacy and Electronic Communications Regulations (PECR) and UK GDPR, sending unsolicited marketing materials requires prior opt-in consent. An alternative approach is to:

- Ask for consent at the point of funeral arrangement.
- Offer a clear opt-in option for receiving promotional material.

## Can funeral directors use old data to market to clients?

No, unless they have previously obtained valid GDPR compliant consent. If consent was not recorded or was collected before UK GDPR enforcement, it may not be valid. In this case:

- Re-consent must be obtained before using the data.
- The business should review its data retention policy to ensure old data is still necessary and relevant.

## Can funeral directors share funeral attendee lists with the family?

Only if the attendees were informed about this use of their data at the time of collection. To ensure compliance:

- The funeral director should inform attendees in advance and obtain consent.
- The attendee list should not be used for any other purpose without further consent.
- Sensitive details (e.g. phone numbers, addresses) should not be shared without explicit permission.

## Can Next of Kin (NoK) details be shared with charities for donation tracking?

Only with explicit consent. If donations are being forwarded to a charity, NOK details must not be shared without prior approval from the NOK.

Funeral directors should:

- Include a data sharing clause in their Privacy Notice.

- Allow NOK to opt-in to share their details with charities.
- Ensure that charities handling this data are also UK GDPR compliant.

### Can funeral directors pass customer data to third parties (e.g., celebrants)?

Yes, but they must:

- Ensure third parties are GDPR compliant.
- Limit data use to the specific purpose agreed (e.g. conducting a funeral service).
- Establish a Data Processing Agreement (DPA) if data processing is ongoing.
- Ensure the third party deletes personal data once no longer needed.

### Are funeral directors responsible for ensuring that third parties delete data?

Yes. Under UK GDPR, data controllers must ensure that processors handle data responsibly. Funeral directors should:

- Include deletion clauses in contracts with third parties.
- Periodically review compliance with agreed data handling practices.
- Ensure third parties have proper data security measures in place.

### Can client data be stored on cloud platforms (e.g., Dropbox)?

Yes, but only if the platform is UK GDPR compliant. The following steps must be taken:

- Use cloud providers with strong security measures (e.g., encryption, access controls).
- Check that data is stored within the UK or in a jurisdiction with adequate protections.
- Ensure staff are trained on how to handle data securely in cloud environments.

## What happens if a family requests deletion of data that must be retained legally?

Under UK GDPR, businesses can refuse a data deletion request if they have a legal obligation to retain it. Examples include:

- Tax records (held for 7 years as per HMRC regulations).
- Contracts or service agreements.
- Records necessary for future legal claims.

However, unnecessary data should be deleted, and the business must inform the family why certain data cannot be erased.

## How should funeral directors record the destruction of personal data?

A data destruction log should be maintained, including:

- What data was deleted.
- Date and method of deletion.
- Justification for deletion.
- Person responsible for deletion.

Businesses may also obtain certificates of destruction if using a third-party shredding/disposal service.

## Data Security and Storage

- Businesses must implement appropriate security measures (e.g., encryption, access controls).
- Data stored online (e.g., in Dropbox) must be hosted on UK GDPR-compliant platforms.
- Data breaches must be reported to the ICO within 72 hours if they pose a risk to individuals.

## Data Transfers Outside the UK

- Transfers outside the UK require adequate safeguards (e.g. Standard Contractual Clauses, adequacy decisions).
- UK-to-EU data transfers remain permitted, but additional safeguards may be needed for transfers to other countries.

## Privacy and Electronic Communications Regulations (PECR)

- PECR applies to electronic marketing (e.g. emails, SMS).
- Businesses must ensure compliance with both UK GDPR and PECR.

## What are the penalties for UK GDPR breaches?

Fines for non-compliance can reach £17.5 million or 4% of annual turnover, whichever is greater.

For more details, visit [www.ico.org.uk](http://www.ico.org.uk).

## Does UK GDPR affect funeral pre-payment plan providers?

Yes. Plan providers are data controllers, while funeral directors processing data for them are data processors. Ensure you understand your responsibilities under UK GDPR.

## Data Processing Documentation

- Funeral directors should maintain a data processing map.
- A privacy notice must be available to customers (online and in business terms).
- Data breach, retention, and subject access request policies must be documented.
- Guidance documents are available from the ICO. Please visit [www.ico.org.uk](http://www.ico.org.uk) for more information.
- A GDPR Policy template is also included.

This document is intended to be used by funeral directing firms only. It is not intended for use by customers.

This guidance is provided for information purposes and is general and educational in nature and does not constitute legal advice.

It should not be considered a substitute for seeking professional help in specific circumstances.

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The information provided in this guidance may become out of date and may not constitute best market practice. FAQs produced April 2018.

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## PRODUCED BY



National Association  
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# GUIDANCE

## THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

### Consumer Contracts Regulations

#### What these rules cover and why they matter

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 set out what information you must give clients, when a right to cancel applies, how to confirm contracts, and what extra charges are not allowed. These duties apply whether you make the contract in your premises, in a client's home or another place, by phone, by email, or through your website. If you do not follow the rules, the contract can be unenforceable in parts and there can be offences for some off-premises situations.

The full Regulations can be found here:

[The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

Schedule 1 of the above Regulations advise that when you arrange a contract in your premises and the total value is over £42, you must give or make available specific information clearly and comprehensibly before the client is bound by that contract. Any later change to that information is only effective if the client expressly agrees.

Schedule 1 itself lists the items you must cover. In short, you need to tell the client:

- what you are providing e.g. a funeral service
- who you are e.g. your business trading name
- what it will cost e.g. completion of an estimate of funeral expenses at the point of making the funeral arrangements
- how and when you will deliver the service e.g. submission of a confirmation of funeral arrangements outlining date, time of funeral, meeting point etc.
- how problems will be handled e.g. your complaints policy
- total price including any VAT
- how and when payment will be received
- any after-sales help or guarantees.

If you build these points into your printed estimate or confirmation that you hand over in branch, you will usually meet the Schedule 1 duty, provided the information is clear, complete and given before the client is committed.

Many funeral businesses will explain to the client their right to cancel within 14 days even if the client arranges the funeral home (on site).

Schedule 2 requires you to advise your client when making arrangements **off-site** (e.g. the client's home), prior to them signing any contract, the following additional information:

- what you are providing e.g. a funeral service
- who you are e.g. your business trading name
- what it will cost e.g. completion of an estimate of funeral expenses at the point of making the funeral arrangements
- how and when you will deliver the service e.g. submission of a confirmation of funeral arrangements outlining date, time of funeral, meeting point etc.
- how problems will be handled e.g. your complaints policy
- total price including any VAT
- how and when payment will be received
- any after-sales help or guarantees.

If the client asks you to start work within the 14-day period, get a dated request that acknowledges they may have to pay reasonable costs if they later cancel.

If the contract is made online, by email or other electronic means immediately before the order is placed, show prominently:

- the main characteristics of the service to be provided
- total price

Make the order button say "order with obligation to pay" or an equally clear phrase. If you do not, the client is not bound.

If the contract is made by phone, at the start of the call, state your identity, who you are calling for if different, and that the purpose is to conclude a contract.

After the contract is agreed, send a confirmation in a letter, email or PDF that includes the Schedule 1 and 2 information. Do this promptly, and in any case no later than delivery of any goods and before you start the service.

### *The three settings and what you must do in each*

#### **1. On-premises contracts (in your branch)**

Before the client is bound by a contract made in your premises and where the total is over £42, give or make available the Schedule 1 information in a clear and comprehensive way as outlined above. Changes to this information are only effective if the client expressly agrees.

## 2. Off-premises contracts (for example, in a family home)

Before the client is bound, you must give the Schedule 2 information as outlined above and a cancellation form (see example below). Provide this in writing either by letter or by email, if agreed by the client. You must also give either a copy of the signed contract or a confirmation that includes the Schedule 2 information above within a reasonable time.

**Right to cancel:** off-premises contracts carry a 14-day cancellation period from contract conclusion. If you start work within that period at the client's request, the client may still cancel but may have to pay reasonable costs for work done up to the point of cancellation. The model cancellation instructions and form are provided for you to use.

## 3. Distance contracts (phone, email, web)

Before the client is bound by the contract, give or make available all Schedule 1 and Schedule 2 information in a way that suits the channel used, and provide the cancellation form where the right to cancel exists. You must then send confirmation of the contract in writing within a reasonable time.

**Special website rules:** if the order places the client under an obligation to pay, right before they place the order you must make the total price and other key details plain, and the order button must be labelled only with "order with obligation to pay" or an unambiguous equivalent. If you do not do this, the client is not bound by the order. Your site must also show at the start of the checkout if there are delivery restrictions and which payment methods are accepted.

**Telephone sales:** at the start of the call say who you are, if you are calling on someone else's behalf, and that the purpose is to conclude a contract.

### The 14-day cancellation period: how to handle it well

The cancellation window runs for 14 days from when the contract is concluded. Use the model wording and form so clients know how to cancel. If the client asks you to start work during the cancellation period, get a clear dated request to start work. If the client then cancels, you may charge reasonable costs for work done to that point but must reimburse other sums without undue delay and within 14 days of the cancellation notice. Use the same payment method for reimbursement unless agreed otherwise.

**Good practice:** include the model "request to start work" alongside your estimate so there is no doubt that services were started at the client's request.

### Extra charges: what is not allowed

You must not rely on pre-ticked boxes or silence to charge for extras. There is no valid consent if the client has to opt out of a default charge.

### What to confirm and when

For off-premises and distance contracts, send either a copy of the signed contract or a confirmation containing the Schedule 1 and Schedule 2 information as outlined above. Do this within a reasonable time, but in any event by delivery of any goods and before you begin the service. Make sure confirmations are clear and in writing.

### Ready-to-use documents you already have

Your attachments include plain wording for the client information page, the cancellation notice, and the client's request to start work. Adopt these templates into your paperwork and website so the

legally required content is always present. They are designed to sit with your sales contract and estimate.

## Quick checks for Funeral Directors and Arrangers/Administrators

### Before the client is bound by the contract

Make sure you have given all Schedule 1 information in branch, or all Schedule 2 information off-premises or at a distance. If off-premises or distance, include the model cancellation instructions and the cancellation form.

### If work will start within 14 days

Obtain the signed or recorded “request to start work” and explain that reasonable costs may be charged if the client cancels later.

### For web orders

Show delivery restrictions and accepted payment methods at the start of checkout. Place the full price and key details right before the order. Label the button “order with obligation to pay” or an equivalent that is just as clear.

### After the contract is formed

Send a legible confirmation on a durable medium that includes the required information. Do this promptly, and no later than delivery of any goods and before service begins. A simple way to comply is:

- once the family agrees to proceed, send a confirmation email with the estimate and terms as a PDF, or hand them a printed confirmation in branch, and record the date and time you sent or gave it.

### If a client cancels

Acknowledge the cancellation, stop work, calculate reasonable costs where a start-work request exists, and refund the balance within 14 days using the same payment method unless agreed otherwise.

### Charges and helplines

Remove any pre-ticked extras. Ensure helpline numbers for existing contracts do not cost more than the basic rate.

A model form can be used as laid out below on your own letterhead etc:

# Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

## Important Information for Customers

### **YOUR RIGHTS**

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details are given above.

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 0845 404 0506 or [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

### **CANCELLATION – YOUR RIGHTS**

You have a right to cancel this contract and further information is given below.

### **YOUR RIGHT TO CANCEL**

You have a right to cancel this contract without giving any reason within 14 days of entering into this contract with us. However, if the service of this contract has been fully performed, i.e. completed, this contract cannot be cancelled.

To exercise your right to cancel, you must inform us of your decision by a clear statement (i.e. a telephone call, letter sent by post, fax or email). You may use the attached cancellation form, but you do not have to, but you are advised to obtain proof that you have informed us.

To meet the cancellation deadline, you should let us know that you wish to cancel before the cancellation period has expired. If you want to put this in writing, this can be sent to us at the above address or by email.

### **EFFECTS OF CANCELLATION**

If you cancel this contract, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. To do this, we will need a specific request from you because of the cancellation period. This will mean that you will still have a right to cancel, but:

- you will have to pay our costs for the work that we have done up to the point when you inform us of your decision to cancel.

We will make the reimbursement without undue delay and not later than 14 days after the cancellation notice has been received.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

## **PART B - CANCELLATION NOTICE**

**Complete and detach this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.**

To: \_\_\_\_\_

*(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)*

I hereby give notice that I wish to cancel the contract for the funeral of:

\_\_\_\_\_ with the above named business.

Signed (client): \_\_\_\_\_

Print Name: \_\_\_\_\_

## **PART C - REQUEST TO START WORK**

To: \_\_\_\_\_

*(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)*

I hereby ask you to start work on our contract on a date that we have already agreed.

I understand that I have a right to cancel this contract, as described above, within the cancellation period which ends 14 days after the date on which this form is signed. I also understand that, following cancellation, I may have to pay certain costs or have some reduction of our reimbursement, as above.

Signed (client): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_