

Terms of Business

We are a member of the **National Association of Funeral Directors (NAFD)** and subscribe to its current **Codes of Practice**, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1. Estimates and Expenses – The estimate sets out the service we agree to supply. This estimate is an indication of 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 in the written agreement. The actual amount of the charges will be detailed and shown in the final account. If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

2. Payment Arrangements – The funeral account balance is due payment within thirty days of our account, unless otherwise agreed by us in writing. If you opt for one of our fixed cost, simplified or standardised funerals, the deposit requirements and payment terms are much shorter.

Fixed Cost Direct Funerals – Payment in full before funeral date. Simplified Funerals – 50% deposit required with balance due within 30 days of our invoice. Standard Price & Traditional Funerals – A discretionary deposit may be required dependent on circumstances.

If you fail to pay us in full on the due date, we may charge you interest:

- at a rate of 4% per annum over base rate
- 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 Judgment (unless a Court orders otherwise)

We may recover (*under Clause 3*) the cost of taking legal action to make you pay. Unless required by law, we may delay the release of any documents relating to purchases made on behalf of the client e.g: Grave Deeds, which will remain the property of **R. Pepperdine & Sons Ltd** until the funeral expenses have been paid in full.

3. 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 costs in a full indemnity basis) following any breach by you of any of your obligations under these **Terms**. This means that you are liable to us for losses we incur because you do not comply with these **Terms**. For example, we will charge you a £25.00 administration fee where we receive a cheque from you which is subsequently not honoured, or £15.00 if we write to remind you that an 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 those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

4. Data Protection – Words shown in *italics* are defined in the **Data Protection Act 1998 (“The Act”)**. We respect the confidential nature of the information given to us and, where you provide us with **Personal Data (“data”)**. We will ensure that the data will be held securely, in confidence and *processed* for the purpose of carrying out our services. In order to provide our services, we may need to pass such data to ‘**Third Parties**’ and those ‘**Third Parties**’, who are performing some of the services for you, may contact you directly. Under the **Act**, you have the right to know what data we hold on you and you can, by applying in writing and paying a fee, receive copies of that data.

5. Cooling-Off Period – The **Cancellation of Consumer Contracts** made in the **Customer’s Home** or **Place of Work**, etc, **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 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.

6. 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 **(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.

7. Standards of Service – The **National Association of Funeral Directors (NAFD) Codes of Practice** requires that we provide a high quality service in all aspects. If you have any questions or concerns about the service we provide you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction, the **National Association of Funeral Directors (NAFD)** through the **NAFD Resolve Scheme** provides a simple, independent free resolution service. You can contact **NAFD Resolve** at **618 Warwick Road, Solihull, West Midlands, B91 1AA**. The **NAFD Resolve Scheme**, and how it can be accessed, is explained in a leaflet made available to you and is on display on our premises. All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. 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 or time specified. Where this is the case, we will attempt to contact you in advance, using the details provided and advise you of alternative arrangements.

In order to protect staff, the families we serve, and the community, it is company policy when dealing with the funeral of a person who has died from an infectious disease (Inc: **Coronavirus**) for us to adopt sensible operational procedures. In such cases, we aim to minimise direct contact with the deceased. Upon receiving the deceased into our care, we will immediately place the deceased into a coffin which would be sealed as soon as all the relevant certificates have been issued allowing the funeral to take place. No formal dressing of the deceased, preparation for viewing, or embalming will be permitted. However, attendance beside the closed coffin in our premises would be allowed and indeed encouraged to those who would gain comfort from this.

8. Agreement – Your continuing instructions will amount to your continuing acceptance of these **Terms of Business**. Your instructions will not create any right enforceable (**by virtue of the Contracts Rights of Third Parties Act 1999**) by any person not identified as our client.

If any of these **Terms** are unenforceable as drafted:-

- it will not affect the enforceability of any other of these **Terms**; and
- if it would be enforceable if amended, it will be treated as so amended

Nothing in these **Terms** restrict or limits our liability for death or personal injury.

9. Additional Legal Requirements – Any deemed inappropriate items found in a coffin during our final closing of the coffin procedure will be discreetly disposed of by us.

10. Unclaimed items – Any unclaimed items of clothing or personal effects will be discreetly disposed of by us after 14 days of the date of death.

11. Cremated Remains – Instructions regarding cremated remains are to be issued by the cremation applicant and remain their ownership unless otherwise agreed.