

## Terms and Conditions

### June 2023

#### 1. Defined terms and basis of the contract

1.1 In these conditions:

**Cancellation Notice:** means a formal notice served within the 14-day cooling-off period, as outlined in these Terms and Conditions, with the intention to discontinue any work associated with the agreed contract.

**Ceremony Date:** the specified date on which the ceremony itself is to occur.

**Charges:** means the estimated contract price with Tapper shall from time to time levy the client.

**Client:** means any person engaging Tapper on the terms in this Contract and includes, unless the context otherwise indicates, that person's principals, agents, employees and sub-contractors, attorneys, executors and personal representatives.

**Collection Point:** means the place notified to Tapper as the place from which the Deceased is to be collected.

**Contract:** means the contract between the Client and Tapper.

**Deceased:** means the body of the deceased.

**Delivery Date:** the specified date on which the Deceased is to be transported.

**Deposit:** means 50% of the overall estimated costs as set out in the Estimate.

**Destination:** means the place to which the Client has requested Tapper to carry the Deceased to include (for the avoidance of doubt) any church, mortuary, crematorium, hospital, burial ground or other place where the Deceased is to be handed over or buried.

**Director:** means a member of the board of directors of Tapper & Son (Poole) Limited as may from time to time be appointed by the shareholders of Tapper & Son (Poole) Limited.

**Estimate:** refers to the written itemised approximation of costs provided by Tapper to the client. The Estimate includes an assessment of the anticipated expenses, charges, and fees associated with the goods, services, or work to be provided under the contract. The Estimate is subject to adjustment and may be revised based on subsequent information, changes to the scope of work, or any other relevant factors agreed upon by the parties.

**Final Account:** refers to the comprehensive invoice encompassing all fees and disbursements accrued in the provision of services to you.

**In Transit:** means the time beginning with collection of the Deceased from the Collection Point and ending with delivery of the Deceased at the Destination.

**Tapper:** means Tapper & Son (Poole) Limited (registered number 814967) whose registered office is at 32/34 Parkstone Road, Poole, Dorset BH15 2PG, trading as Tapper Funeral Service, Alan Rice & Tapper Funeral Service, Colin Hayley & Tapper Funeral Service, Harbour View Woodland Burial Ground, Barrow Bros & Tapper Funeral Service, Woods Funeral Services and Living Stones Memorials.

**Urgent Timescale:** means a situation where there is a critical need for the services to be performed promptly, typically due to factors such as imminent events, emergencies, time constraints, or specific client requirements.

1.2 The Contract shall be entered into between Tapper and the Client by the Client requesting, whether verbally or in writing (electronic or paper based), that Tapper perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the terms of this Contract shall be effective. By entering into the contract, the Client agrees that these conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Director of Tapper. No verbal warranties, representations, agreements or assurances will bind Tapper, other than where provided for in this Contract or by law.

1.3 Subject to the terms of this Contract and in consideration of the payment of Tapper's Charges and of any other monies which may become due under this Contract Tapper shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its reasonable endeavours to deliver the Deceased to the Destination at the time requested by the Client. Tapper shall use all reasonable skill and care when performing its obligations under the Contract.

1.4 In these conditions except where the context otherwise required, the singular shall include the plural and vice versa; any reference to a gender shall include all the other genders; words denoting persons including bodies corporate and unincorporated associations and partnerships and vice versa.

## **2. Control of Procedure**

2.1 Tapper shall have absolute discretion as to the means, route and procedure to be followed in the handling and carriage of the Deceased while in transit.

## **3. Estimate**

3.1 Tapper will furnish the Client with a written confirmation of the instructions and the Estimate as soon as possible after initial contact.

3.2 To formalise the contractual agreement, the Client is required to provide acceptance of the Estimate using the online method of acceptance detailed in the letter accompanying the Estimate.

3.3 In situations where the exact amount of disbursements cannot be determined before the ceremony date, Tapper will provide an estimated value of such disbursements on the Estimate. The final amount of these disbursements will be itemised in the Final Account.

3.4 Should you make any amendments to the instructions, Tapper will make reasonable efforts to inform you of any potential changes to the Estimate as a result.

## **4. Tapper's Charges**

4.1 Tapper's Charges are in respect of its services as funeral undertakers only and the Client acknowledges that all other necessary arrangements with third parties (such as with Ministers, Cemeteries, Crematoria and Newspapers) will be made by Tapper acting exclusively as agent for the Client. The Client acknowledges that they shall be responsible for any third party charges. Tapper undertakes to disburse third party charges on behalf of the Client and will recover this disbursement from the Client. All disbursements made by Tapper on behalf of the Client will be shown on Tapper's invoice at the third party's normal rate.

4.2 Tapper's Charges are payable by the Client without any right of set off within 30 (thirty) days after receipt of Tapper's invoice.

4.3 Tapper is entitled to charge interest at the rate of 2% above the base rate of Lloyds Bank plc from time to time on any sums due to Tapper which remain unpaid at the expiry of 30 days from the date on which they became due and continuing both after and before any judgement.

4.4 In addition to the above, Tapper may pass on to the client the cost of any third party charges or fees (such as but not limited to Court and solicitor's fees) that it has incurred in the collection of a debt.

4.5 Tapper requires the payment of the Deposit in cleared funds at least one business day prior to the scheduled Ceremony Date or Delivery Date.

4.6 By issuing instructions to Tapper, you assume sole responsibility for the full payment of all fees and disbursements incurred to Tapper, without any set off or deduction.

4.7 Tapper retains the right to utilise funds held on account to offset any outstanding debts or amounts owed.

4.8 The Client remains liable to Tapper until payment of the Final Account is received by us in cleared funds.

## **5. Indemnity**

5.1 The Client indemnifies Tapper in full and holds Tapper harmless from all expenses and liabilities they may incur (directly or indirectly including financing costs, and including legal costs on a full indemnity basis) following any breach by the Client of any of their obligations under these conditions.

This means that the Client is liable to Tapper for losses Tapper incurs because the Client does not comply with these conditions. For example, Tapper may charge the Client an administration fee where they receive a cheque from the Client which is subsequently not honoured or if Tapper write to remind the Client that an account is overdue. If Tapper instructs debt collection agents they may also recover from the Client the fees they incur. Further details regarding these fees are available on request. Tapper may claim those losses from the Client at any time and, if Tapper have to take legal action, they will ask the Court to make the Client pay their legal costs.

## **6. Cancellation Notice**

6.1 While we strive to deliver a prompt and exceptional level of service, there may be circumstances beyond Tapper's control that prevent us from fulfilling our obligations on the specified Ceremony Date or Delivery Date. In such cases:

- a. We will contact the Client in advance (or in cases of emergency as soon as possible) and propose alternative arrangements.
- b. If the alternative arrangements fail to meet the Client's satisfaction and Tapper are unable to offer any other suitable arrangements, Tapper will reimburse the Client within thirty days of the ceremony date for any advance payment, deposit, or pre-payment made, excluding disbursements and fees incurred.
- c. These terms and conditions serve as a supplement to the Estimate, further clarifying the rights and obligations of both parties.

## **7. Cooling off period**

7.1 The Client acknowledges and agrees that a cooling off period of 14 days shall apply to any contract or agreement entered into with Tapper for funeral services.

7.2 To exercise the right to cancel within the cooling off period, the client must provide a written cancellation notice to Tapper. The notice should clearly state the intent to cancel and include the client's name, contact information, and details of the contract or agreement being cancelled.

7.3 The written cancellation notice should be delivered to Tapper's address specified in the contract or agreement or sent via certified mail or email to the designated contact person, as provided by Tapper.

7.4 Upon receipt of the cancellation notice within the cooling off period, Tapper shall promptly confirm the cancellation in writing to the client, acknowledging the cancellation and confirming that no further obligations or charges shall apply.

7.5 If any payments have been made by the client to Tapper prior to the cancellation, Tapper shall refund the full amount within 14 days of receiving the cancellation notice. The refund shall be processed using the same payment method used by the client for the original transaction, unless otherwise agreed upon by both parties.

7.6 If the Client chooses to request the immediate commencement of services, the Client retains the right to cancel; however, the Client will be responsible for compensating Tapper for the value of the services rendered until the cancellation point.

7.7 If the services are fully provided within the 14-day period with your agreement, your right to cancel shall be forfeited.

7.8 The cooling off period is not applicable to services delivered under an Urgent Timescale.

7.9 In the event of any dispute or disagreement regarding the cancellation or application of the cooling off period, both parties agree to make reasonable efforts to resolve the matter amicably through negotiation and, if necessary, seek mediation or other alternative dispute resolution methods before pursuing legal action.

## **8. Termination of Contract**

8.1 This agreement may be terminated before the services are delivered: (1) by Tapper if the Client fails to honour their obligations under these Terms and (2) by the Client communicating to Tapper in writing, terminating their instructions.

8.2 If Tapper or the Client terminate instructions, the Client may be asked to pay a reasonable amount based upon the work carried out up to the time their termination is received.

## **9. VAT**

9.1 All fees, charges, and disbursements will be subject to VAT in compliance with VAT regulations, or they may be exempt from VAT as per the applicable provisions. If VAT is chargeable, Tapper will provide a VAT invoice.

## **10. Limitation of Liability**

10.1 The Deceased together with any jewellery or personal effects forming part of the Deceased's estate shall be carried at the Client's sole risk in all respects, subject to clause 10.6.

10.2 Subject to clause 5.1 and the limits on its liability in clauses 10.3, 10.4 and 10.6, Tapper shall only be liable to the Client where it causes by its negligence or wilful misconduct delay in the delivery of the Deceased to the Destination.

10.3 Tapper shall not be liable to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond Tapper's reasonable control. The following events shall be regarded as examples of causes beyond Tapper's reasonable control but shall not act to limit the general nature of this clause: - Act of God, explosion, flood, tempest, fire, accident, civil disturbance, Acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

10.4 Tapper shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

10.5 Subject as expressly provided in this Contract and except where the supply of the service is to a person dealing as a consumer (within the meaning of the Unfair Contract terms Act 1977), all warranties, conditions, representations, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.6 The maximum aggregate liability of Tapper to the Client, for any sentimental or direct loss arising out of one or a series of linked events or omissions; and more specifically the loss theft or destruction of any of the jewellery or personal effects forming part of the Deceased's estate shall be limited to the value of Tapper's Charges.

## **11. Client's Warranties and Indemnities**

11.1 The Client warrants the accuracy of all descriptions, addresses and other particulars furnished to Tapper and the Client undertakes to indemnify Tapper against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Client.

11.2 The Client undertakes to indemnify Tapper against the claims of any third party which may arise out of the loss damage or distribution of any of the jewellery or personal effects forming part of the Deceased's estate.

## **12. Collection of Ashes**

12.1 The client undertakes to arrange for collection of the cremated remains/ashes of the Deceased within 60 days following cremation of the Deceased unless formal instructions have been agreed for burial/scattering or other disposition.

12.2 In the event that the ashes have not been collected within the time referred to in Clause 12.1 and where no other agreements have been reached with regard to the ashes then the Client authorises Tapper to dispose of the ashes without any further notice to the Client.

12.3 The Client undertakes to indemnify Tapper against any claims of any third party which may arise out of the disposal of the ashes as contemplated in Clause 12.2 resulting from Tapper distributing the same on the Client's instructions.

### **13. Insolvency of the deceased's Estate and Payment of Charges**

13.1 In the event of the insolvency of the Deceased's estate the Client undertakes to bind himself in his personal capacity as co-principal debtor in respect of any debt arising from this contract which may be due and owing by the Deceased's estate to Tapper.

### **14. Complaints, Governing Law and Jurisdiction**

14.1 The Contract shall be governed by the laws of England in every particular including formation and interpretation and shall be deemed to have been made in England.

14.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England.

14.3 The submission of the parties to such jurisdiction shall not limit the right of Tapper to commence any proceedings arising out of the contract in any other jurisdiction it may consider appropriate.

14.4 A complaint against the Company for whatever reason or purpose and against any individual associated with the Company must be made in writing to the Directors, c/o the Registered Office in Parkstone Road, Poole. Any complaint should be made as promptly as is reasonably possible to do in the circumstances to enable the Directors to consider all matters.

14.5 The Company is a member of the National Association of Funeral Directors (NAFD). If a complaint is not resolved to the satisfaction of a Client, the Client may refer the complaint to the NAFD. In such circumstances, the Company will work with the Client and the NAFD in one attempt to resolve a complaint however the Company may, in its entire discretion, not accept the competency and/or the decision/findings of the NAFD to deal with such matters.

14.6 In any matter, the Company reserves the right to refuse jurisdiction by NAFD and require the Client to seek recourse through a court (subject to 14.2).

### **15. Severability**

15.1 Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.