

TAPPER¹⁹⁰⁴

FUNERAL SERVICE

Terms and Conditions – Tapper Funeral Service April 2021

1. Interpretation and basis of the contract

1.1 In these conditions:

Deceased: means the body of the Deceased.

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.

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.

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.

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.

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 and Barrow Bros & Tapper Funeral Service.

- 1.2 This 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.

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 gender include all 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. Tapper's Charges

3.1 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 he 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.

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

3.3 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. 3.4 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. Limitation of Liability

4.1 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 4.6.

4.2 Subject to the limits on its liability in clauses 4.3, 4.4 and 4.6, 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.

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

5. Client's Warranties and Indemnities

- 5.1 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.
- 5.2 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.

6. Collection of Ashes

- 6.1 The Client undertakes to arrange for the collection of the ashes of the Deceased within 60 days following cremation of the Deceased.
- 6.2 In the event that the ashes have not been collected within the time referred to in Clause 6.1 then the Client authorises Tapper to dispose of the ashes without any further notice to the Client.
- 6.3 The Client undertakes to indemnify Tapper against the claims of any third party which may arise out of the disposal of the ashes as contemplated in Clause 6.2.

7. Insolvency of the deceased's Estate and Payment of Charges

- 7.1 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.

8. Complaints, Governing Law and Jurisdiction

- 8.1 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.
- 8.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Poole, Dorset.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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 8.2).

9. Severability

- 9.1 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.