Disclosure of Interests

Ownership

Paul Pender & Son trades as a Limited Company number 07590083 registered in England & Wales at The Shakespeare, 226 Braunstone Lane, Leicester, LE3 3AS.

The Directors of the Company are Paul Pender and Jack Pender who are also the owners of the company.

None of the directors have a beneficial interest in any other funeral related business, price comparison website, crematoria or group.

Donations, Contributions and Gratuities

We are legally required to disclose any donations, contributions or gratuities which amount to £250.00 or more over a 12-month period that have been paid to a third party connected with the funeral sector which do not relate to a cost incurred or service provided.

We can confirm that no payments have been made in relation to the above statement.

Terms of Business

1. General

Throughout these terms and conditions, the "Company" is Paul Pender and Son Independent Funeral Directors trading as Paul Pender and Son Limited. We acknowledge that the Company's obligations and responsibilities should be clearly defined in writing to our clients, who should also be aware of the level of protection offered to them and of their obligations to the Company.

The Company has no independent means of establishing who has the legal right to arrange a particular funeral and will therefore contract with any person that presents themself to have the authority to arrange the funeral whether as Next of Kin, Executor of the Estate, acting on the instructions of at least one of those individuals (or in the absence of such an individual), in their own capacity to arrange the funeral. Herein called the "Client".

The Company employs experienced and capable staff who use their best endeavours to ensure that the requests of its clients are met. During the period of the contract the Company representative may not be aware of individual family circumstance and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances the Company will assist in making alternative arrangements but does not accept any liability for additional costs or losses that may arise as a result.

2. Changes to Funeral Timings, Additional Services or Failures

Dates and times of funerals cannot be guaranteed until final bookings are made and confirmation received from all third parties involved. From time to time, even after confirming details to its client, the Company is forced to make other minor changes to arrangements and timings due to reasons beyond its control therefore timing is not the essence of this contract. Wherever possible any changes will be notified to the Client in advance however the Company accepts no liability for delays caused by a third-party supplier or any other factor outside of its control and in such circumstances the Company's charges remain payable in full.

The company always attempts to contact its Client to agree changes, however that is not always possible. If the Company cannot contact the Client, it assesses the situation and acts in what it believes to be the best interests of the Client.

3. Estimation of Cost Following the Arrangement Meeting

At the end of the arrangement meeting the Company will provide an itemised cost estimate of the goods and services it has agreed to supply, both directly and through third party suppliers and a reasonable indication of charges likely to be incurred. It is the Client's responsibility to advise the Company if any of the instructions do not reflect their wishes.

4. Clothing & Personal Effects

The Company transfers the deceased person to its premises as presented at the point of collection unless expressly requested otherwise. All underwear, socks, nightwear and/or soiled outer garments, are treated as waste and disposed of in an appropriate manner. All other garments are removed and held for 7 days after which time, if not collected (and without further notice) will be disposed of in any way deemed appropriate by the Company. All valuables or keepsakes with the deceased person at the time of collection are recorded and dealt with in accordance with instruction of the Client. When jewellery or any other keepsake item is provided to us for placement into the coffin and left with or on the deceased person during visits to the chapel of rest, the Company is not responsible for its safekeeping and accepts no liability in the event of loss or damage.

5. Size of the Deceased Person

The company's preferred method of movement during a funeral is to shoulder carry a coffin, but under current Manual Handling Regulations a risk assessment is carried out prior to each movement. If this assessment indicates there may be an avoidable risk which is unacceptable, the Company will deploy the use of either a wheeled bier or additional staff or both.

6. Termination and Your Right to Cancel the Contract

Under the Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013 any Client signing a contract with the Company in their home or their place of work, a right to cancel within a period of 14 days (day one being the day the contract is signed).

If the Client wishes to cancel this contract, the cancellation must be received by telephone call in the first instance followed by a written confirmation (e-mail is acceptable) addressed to:

The Director, The Shakespeare, Paul Pender and Son, 226 Braunstone Lane, Leicester LE3 3AS.

e-mail addresses:

karen@paulpenderandson.co.uk andy@paulpenderandson.co.uk

7. Deposit

The Company does not require any deposit payment in advance of the funeral date unless there are specific circumstances (e.g. hiring of a Specialist Vehicle, Specialist Casket, Coffin or Grave purchases).

8. Final Account

The Company will usually produce its final account 7 days after the date of the funeral. It will itemise the applicable charges that make up the final account and note aggregated payments already made (except where covered by a pre-paid fund). The final account may vary from the estimate as it will include any goods or services instructed since the estimate was generated. Any values of third-party costs may be updated to their usual gross price if different to the estimated value.

9. Payment and payment terms

The Company will forward the final account to another person if instructed by the Client. However, the Client is personally responsible for the full payment of all charges and disbursements. Re-directing the final account does not discharge that responsibility. The Client remains responsible until payment is received in full. This includes any outstanding balance remaining if either are not paid or covered in full (if applicable) by the person to whom the final account was re-directed, the Department of Works and Pensions or the administrator of the deceased person's estate. In any case the Client is responsible for ensuring payment within the payment terms set out below:

a. The Company retains the ownership of all goods, service and third-party supplies for a specific contract until payment for the full and final invoiced amount is received.
b. The Company does not make a surcharge for payments made by debit or credit card, however, we cannot accept American Express or Reward Credit Cards.
c. The final account is due for payment in 21 days from the date of issue unless otherwise agreed in writing. If the Client or other person to whom the account has been passed, fails to pay us, the Company may charge interest. Interest will be charged from the first day of the calendar month following the date the final account is due. At a rate of 2%, added on that first calendar day, plus a further 2% to any outstanding balance of the first day of each calendar month thereafter until paid in full.
d. If, at its absolute discretion, The Company, deems it necessary, the account will be passed on to a Solicitor, Collection Agency or Court and add all associated charges and fees to the outstanding balance for settlement by the Client.

10. Complaints

The Company is a member of the National Society of Allied and Independent Funeral Directors (Member 2384) and subscribe to its current Code of Practice, a copy of which is available upon request. The Company acts in a professional manner and provides a courteous and sensitive service to you. If the Client has a complaint or concern about the service provided, please contact the Company in writing addressed to: The Director; Mr. Paul Pender or Mr. Jack Pender in the first instance. If that does not resolve the issue to your satisfaction, please direct your concern to: Professional Standards Chairman, SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB. This is a simple, free and independent service for effective dispute resolution, further details of which can be found online at https://saif.org.uk/about-saif/complaints/ or ask for an information leaflet.