



**Sheppard**  
FUNERAL DIRECTORS

# Terms of Business

January 2025

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[www.sheppardfunerals.co.uk](http://www.sheppardfunerals.co.uk)



**F Woodruff**

SHEPPARD FUNERAL DIRECTORS



**HG Harris**

SHEPPARD FUNERAL DIRECTORS



**L&J Gulwell**

SHEPPARD FUNERAL DIRECTORS

Austin Sheppard Funeral Directors are a member of the National Association of Funeral Directors (NAFD) and the National Society of Allied and Independent Funeral Directors (SAIF) and subscribe to their 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 services we agree to supply. This estimate is an indication of the charges likely to be incurred based on 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 estimate. The actual amount of the charges will be detailed and shown in the final account. We may need to make an extra charge in accordance with prices published in our current price list.

### **2. Payment Arrangements.**

On acceptance of our written estimate of funeral costs, payment of the £1,500 deposit is required at least 3 days in advance of the date of the funeral. We reserve the right to request 100% of the total cost of the written estimate, regardless of the type of funeral selected, under certain circumstances.

The balance on the funeral account is due for payment within thirty days of our invoice, unless otherwise agreed by us in writing. If the funeral account is to be handled by a solicitor or other party then we ask to be notified who is acting on your behalf.

Invoices not paid by the due date, where we have not approved any delay in payment will be passed to our Collection Agency or solicitors, without further reference to you. All costs incurred in the recovery of overdue invoices will be met by you. We reserve the right to charge interest on all outstanding balances from the invoice date at a rate of 2% per calendar month.

### **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 on 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 an administration fee where we receive a cheque from you which is subsequently not honoured or 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. 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 & GDPR 2018.**

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 to us in writing and paying a fee, receive copies of that data. The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

**5. Cooling-Off Period.**

The Cancellation of Consumer Contracts made in the Consumer’s Home or Place of Work etc Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of 14 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.

**6. Termination.**

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

- 6.1. by us if you fail to honour your obligations under these Terms
- 6.2. and, 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 NAFD's and SAIF's Code of Practices require that we provide a high-quality 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 our designated senior person. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors (NAFD) provide a free dispute resolution service through NAFD Resolve, as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road, Solihull, West Midlands B91 1AA. NAFD Resolve, and how it can be accessed, is explained in the leaflet entitled "NAFD Resolve" made available to you and on display on our premises. NAFD Resolve is fully funded by the NAFD, with conciliation and adjudication services provided by qualified professionals from the Centre for Effective Dispute Resolution (CEDR). 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 overleaf, and advise you of alternative arrangements. We cannot be responsible for the performance of all third parties which may include, but not specifically; Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

## 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 restricts or limits our liability for death or personal injury. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.



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- 9. Cremated Remains Policy.** Instructions regarding cremated remains are to be issued by the person authorising the cremation and remain their ownership. Unless otherwise agreed, we are unable to release ashes without consent from the person who authorised the cremation.
- 10. Disposal of Clothing and Items Found in the Coffin.** Any unclaimed items of clothing / effects will be discreetly disposed of after 14 days of date of death.  
Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- 11. Additional Bearers.** If additional bearers are required, due to the size of Coffin or difficult access to the place of service then we reserve the right to charge and additional cost of £30 per bearer.

**Disclosure of interests**

The ultimate business owner of HG Harris, F Woodruff and L&J Gulwell is:

Name: Austin Sheppard Funeral Directors Ltd.

Registered Office: Cavendish House, 2A Victoria Street, Staple Hill, BS16 5JS

Company Registration Number: 14599341

There is no business or material financial interest in a price comparison website.



## Complaints Policy

It is important to us that we provide the right guidance, support and care at your time of need. Please help us to do this by letting us know at any point if you require further information or advice. We welcome thoughts on how we can improve our services and ask that you let us know if you have any concerns so that we can address them accordingly.

Despite our best efforts and intentions there will be times when we fall short of expectation. It is important to us that every complaint no matter the severity is brought to our attention, as it is a fundamental way to continually improve and evolve our service to our clients and the community at large.

### Initial Complaint

Please address your complaint to the Funeral Director's main office or our designated complaints contact as below:

Max Sheppard (Managing Director)  
Austin Sheppard Funeral Directors Ltd.  
2A Victoria Street  
Staple Hill  
BS16 5JS  
Email: [info@sheppardfunerals.co.uk](mailto:info@sheppardfunerals.co.uk)

Please provide clear details of the complaint, including the nature of the issue, the date, and any relevant supporting documentation. Please also include your contact information for correspondence.

We aim to resolve all complaints within 28 working days from the date of the initial complaint unless there are exceptional circumstances.

### External Mediation or Arbitration

You may also refer your complaint to our trade associations to seek further recourse if you are not satisfied with our response:

The Society of Allied & Independent Funeral Directors (S.A.I.F)  
Phone: 0345 230 6777  
Email: [standards@saif.org.uk](mailto:standards@saif.org.uk)

National Association of Funeral Directors (N.A.F.D)  
Phone: 0121 711 1636  
Email: [complaints@nafed.org.uk](mailto:complaints@nafed.org.uk)

All information regarding a complaint will be handled confidentially and sensitively, informing only those who need to know, and will follow any relevant data protection requirements.

All correspondence will be copied and retained on file.

