

## Terms and Conditions - International Repatriation, (Amended November 2015)

### 1. Estimates and expenses

Our estimate, however given, is an indication of the 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 have used the following weight to estimate the flight charge :-

Deceased repatriated in a standard coffin - 130kg

Deceased repatriated in a Casket or Last Supper Coffin - 150kg

Any additional weight will be charged at £9.50/kg on our final account which is payable prior to any flight.

We may not know the amount of third party charges in advance of the repatriation; however we will give you a best estimate of such charges on the written estimate. 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.

For our private clients our account will not attract VAT. For our trade clients VAT will be added to our charges where applicable, currently at the rate of 20%. Our account must be paid in full prior to the confirmation of any flight details. Or a bank guarantee in writing as to their intention to settle our account.

### 2. 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 did 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 or solicitors we may also recover the fees incurred. 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 will ask the court to make you pay our legal costs.

### 3. Data protection.

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 Overseas Agents, Airlines, H.M Coroners and mortuaries. The third parties aforementioned, who are performing some of the services for you, may contact you directly.

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#### 4. Conduct

Our Code of Practice requires that we provide a high quality service in all aspects. If however, you have any questions or concerns about the service we provide to you, please raise them in the first instance with our Managing Director, Mr Steven Mears Dip FD. If that does not resolve the problem to your satisfaction then please contact the National Association of Funeral Directors who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators. All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed and **the account paid in full**. 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 and advise you of alternative arrangements.

#### 5. Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business. Any waiver or variation of these terms is binding in honour only unless made or recorded in writing and signed by one of the Directors, and expressly stating an intention to vary these terms. 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 it would be enforceable if amended, it will be treated as so amended. English law is applicable to any contract made under these terms. The English & Welsh Courts have non-exclusive jurisdiction.

#### 6 Repatriation back to the UK and also between other Countries

Mears Repatriation, their agents or servants will not, under any circumstances whatsoever accept liability for loss, expense, damage or distress caused by or arising out of any of the following factors whether caused by negligence or otherwise:

- The failure to identify
- the improper identification
- the mistaken identification

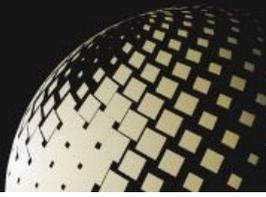
of the remains of any person or persons whom Mears Repatriation have contracted to transfer from one State to another or indeed one Country to another.

#### 7 Damage to Coffin

Whilst all parties are committed to ensuring that any coffin, casket or shipping container reaches the repatriation destination without damage, no absolute warranty is given to this. Some damage can occasionally occur during the repatriation process.

For outgoing only repatriations Mears Repatriation will warranty that the coffin, casket or shipping container will be presented to the Airline handling agent without damage.

In addition no guarantee is given that the coffin, casket or shipping container can be used by the receiving Funeral Director during the ultimate funeral. This is due to different regulations being in force in the UK and other countries.



# Mears Repatriation



## **8 Payment arrangements.**

Payments by credit cards and debit cards are accepted as well as BACS payments to our bank.

We do not accept American Express.

Our account must be settled once the flight has been booked unless we request payment at an earlier date.

We reserve the right to recover any congestion charge incurred in the performance of our duties. If you fail to pay us in full on the due date we reserve the right to charge interest at the rate of 1.5% per month on the outstanding balance. We may recover (under clause 2) the cost of taking legal action to make you pay.

## **9 Acceptance of terms and conditions**

By signing our quotation acceptance form or instructing us to carry out the repatriation by email you agree that you have received these terms and conditions.