



Terms and Conditions of Business

We are a member of the National Association of Funeral Directors and subscribe to their current Code 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

Our estimate overleaf is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of 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 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.

Disbursements (payment to third parties) are required to be paid prior to the funeral by way of a deposit.

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.

We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

2 Payment arrangements

Payments of Disbursements are required three days before day of funeral. Direct and Simple Funerals to be paid in full three days before funeral.

The funeral account is due for payment within 30 days of our account, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we may charge you interest:

- at a rate of 4% above our bank's base rate from time to time in force;
- calculated (on a daily basis) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any judgment (unless a court orders otherwise).

We may recover (under clause 3) the cost of taking legal action to make you pay.

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 the fees we incur from you. 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 we will ask the court to make you pay our legal costs.

4 Data Protection

Words shown in *italics* are defined in the 2018 GDPR Regulations. The personal data provided by you is controlled by Middleton & Wood Ltd., 10-12 Rugeley Road, Burntwood, Staffordshire, WS7 9BA.

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, processing credit card/debit card payments and to contact you regarding these funeral arrangements, and other related 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 2018 GDPR Regulations you have the right to know what data we hold on you and can, by applying to us to in writing and paying a fee, receive copies of that data.

5 Termination

We reserve the right to terminate our services if you fail to honour your obligations under these Terms. We are under no obligation to accept your termination until we receive your instruction in writing.

If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay for any goods or services we have already provided.

6 Cooling off Period

"The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013" gives you the right to terminate this agreement in the cooling off period of fourteen days. In the event that you exercise this right you will be required to pay for the goods and services already provided.

7 Conduct

The National Association of Funeral Directors' 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 designated senior person. If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, which provides independent conciliation and arbitration through IDRS Ltd.

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 held, and advise you of alternative arrangements.

The Company does not accept responsibility for any loss or damage to any memorial removed; any memorials stored by the Company until replacement, are stored entirely at the client's risk and are not insured by the Company.

The Company does not accept responsibility for any loss of or damage to any valuables or items on display for private viewing which will be entirely at the clients risk and are not insured by the Company.

The Company does not accept responsibility for any loss of or damage to any cremated remains which will be entirely at the clients risk and are not insured by the Company.

8 Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms and Conditions of Business.

Any waiver or variation of these Terms is binding in honour only unless:

- made (or recorded) in writing;
- signed by one of our Funeral 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
- 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

English law is applicable to any contract made under these Terms. The English and Welsh courts have non-exclusive jurisdiction