

## TERMS & CONDITIONS

### Please read these terms and conditions.

As we can accept to carry out the funeral service and make a legally enforceable agreement without further reference to you, you must read and these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything just phone us on 0161 962 3456

### APPLICATION

1. These terms and conditions will apply to the purchase of the services and goods by you (The individual or company requesting to use our services)
2. We are Herbert Murray Funeral Directors Ltd a company registered in England and Wales under number 11037280 whose registered office is at 29 Green Lane, Asht-on-On-Mersey, Sale, M33 5PN. With email address office@herbertmurrayfunerals.co.uk; telephone number 0161 962 3456 (the supplier or us or we).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these terms and Conditions.

### INTERPRETATION

4. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. Contract means the legally-binding agreement between you and us for the supply of the Services;
6. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the order;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the order;
8. Order means the Customers order for the Services from the Suppliers as set out in the Customers order or in the Customers signed acceptance of the supplier's quotation;
9. Services means the services, including any good, of the number and description set out in the order.

### SERVICES

10. The description of the Services and any Goods is set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.
11. In the case of services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All services are subject to availability.
13. We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
- Customer Responsibilities
14. The order is personal to you the customer and you shall not assign or transfer or put aside to any person any of your rights or obligations or sub-contract any of your obligations under the Agreement without Our prior written consent.
15. You hereby acknowledge and confirm that you have authority to enter into the Agreement with Us for the provision of our services. You confirm that you are personally responsible for the payment of all invoices concerning the services rendered. In the event a dispute occurs, you hereby agree to indemnify us in full against the liability, loss, damages, costs and expense (including legal expense), awarded against or incurred or paid by us as a result of or in connection with your confirmation that you have authority to enter into the agreement.
16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with the access to any premises under your control as required, provide us with all information required to perform the Services and obtain and necessary licences and consents (unless otherwise agreed)
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

### BASIS OF SALES

18. The description of the Services and any Goods in our website, catalogues, brochure or other form of advertisement does not constitute contractual offer to sell the Services or Goods.
19. When an order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
20. A Contract will be formed for the Services ordered, only upon the Supplier sending an email or letter to the customer confirming the details of the service or, if earlier, the Suppliers delivery of the service to the customer.
21. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 28 days from its date, unless we expressly withdraw it at an earlier time.
22. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and Supplier in writing.
23. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Suppliers business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Suppliers and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation right pursuant to consumer protection law. Business premises means immovable retail premises, on a usual basis.

### FEES AND PAYMENT

24. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
25. Fees and charges include VAT at the rate applicable at the time of the order.
26. Payment for Services must be made in full without set-off or deduction within twenty eight (28) days of the date of the invoice.
27. In the event of any payment due to from you to us is not made on the due date, We shall be entitled to receive interest on the late payment from the date the payment fell due until the date of actual payment (both before and after judgement) at an annual rate of interest equivalent to 1.5% above the base lending rate from time to time of the Royal Bank of Scotland plc to be calculated on a daily basis.

### WITHDRAWAL AN CANCELLATION

28. You shall be entitled to terminate this Agreement on not less than 48 hours' written notice to Us.
29. In the event of you terminating this Agreement, you will be liable for any costs incurred to the date of the termination that We may have incurred as a direct result of your order.
30. We shall be entitled to terminate this Agreement at any time with written notice going to you.
31. The right to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of any breach. The termination of this Agreement however caused shall be without prejudice to any other obligation or right of either of the parties which shall have occurred prior to termination.

### CIRCUMSTANCES BEYOND CONTROL OF EITHER PARTY

32. In the event of any failure by a party because of something beyond its reasonable control:
  - a. The party will advise the other party as soon as reasonably practicable; and
  - b. Each party has the option to cancel or suspend the Agreement or so much of it as is thereby rendered impossible to perform provided always that if each party selects a different option then your option shall prevail.Conformity
33. We have a legal duty to supply the goods in conformity with the Contract, and will not have conformed if it does not meet the following obligations:
  - a. That the quality, quantity and description of the good and services shall, subject as provided in these conditions, be as expressly specified in the order and or in any applicable specification supplied by you to us and or agreed in writing and signed by the parties.
  - b. We shall comply with all applicable regulations or other legal requirements concerning the manufacture and delivery of the goods and the performance of the service.Data Protection
34. We will obtain personal information regarding you and the Deceased and any other persons for whom you supply details at the time of making the funeral arrangement's or ordering products ("information"). Follows is an explanation how we handle the information and when we will disclose it to third parties
  - a. We will process and pass information to our suppliers such as florists, ministers, and Funeral Car providers. At times, we may need to pass sensitive personal information on to cater for special needs for example wheelchair assistance.
  - b. If arranging a repatriation, information may be transferred to countries outside the EEA where it may not be subject to the same legal protection.
35. We will never sell the information to third parties for marketing purposes.
36. We may use the information for the purpose of administration, customer service, business management, market research and analysis. We may also monitor and or record telephone calls for security purposes and to improve our customer service levels.
37. We may provide the information to public authorities, such as the police and department of work and pensions, if required by them or as required by law. In the event of non-payment by You, we may send your personal information to third parties to recover the debt owing.

### GOVERNING LAW, JURISDICTION AND COMPLAINTS

38. The contract (including and non-contractual matters) is governed by the law of England and Wales.
39. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts respectively Scotland or Northern Ireland.
40. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. This should be carried out within 28 days of Us providing the service, otherwise you are deemed as have accepted the service as complying with these terms and conditions.

### PAYMENT OPTIONS

Credit / Debit Card – We accept most major credit/debit cards excluding American Express and Diners  
Cheque - Please make all Cheques Payable to Herbert Murray Funeral Directors Ltd  
Cash - Only accepted in the office, please do not post  
BACS – Please contact the office for our details.