

James McMullan & Son – Terms and Conditions

These Terms and Conditions are the terms for the provision of services by us, James McMullan & Son, a company registered in Northern Ireland under company number NI629035, whose registered office address is 22 High Street, Ballymoney, County Antrim, Northern Ireland, BT53 6AG to you, the Client.

We are a member of the National Association of Funeral Directors and subscribe to its 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. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Client**” means you the individual who is named on the Contract,

“**Contract**” means the contract for the provision of the Services, as explained in Clause 2;

“**Disbursement**” means a payment made to third parties on your behalf, including but not limited to, minister and church fees, doctors’ fees, cemetery fees or regulatory fees;

“**Estimate**” means a written indication of the charges likely to be incurred for professional fees and Disbursements and may be subject to change in accordance with clauses 3.1 and 3.2;

“**Final account**” means the total price payable for the Services; and

“**Services**” means the services which are to be provided by us to you.

1.1 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by us and will form the basis of the Contract between us and you. A legally binding contract between us and you will be created upon your written acceptance of the Estimate. Before signing our Contract, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 You expressly agree that you have the authority to enter into such agreement and that any amendments or variations must be requested only by you. In the event you enter into this agreement without the correct authority, knowingly or not, we reserve the right to terminate immediately and shall enter into an agreement with the relevant, authorised person.

3. Estimates

3.1 We will provide an estimate of sums due. The estimate provided sets out the Services we agree to supply. This estimate 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 where circumstances occur outside of our control and where your requirements change.

3.2 We make certain assumptions when creating our Estimate with regard to the deceased’s body size, should this exceed our reasonable estimates, additional goods and services may be required which shall be chargeable as extra.

3.3 We may not know the amount of Disbursements in

advance of the funeral; however, we will 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.

3.4 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.

4. Payment

4.1 Disbursements may be required to be paid for in advance where agreed.

4.2 We reserve the right to ask for full payment in advance before providing any of our services.

4.3 Final Account invoices will be sent within 7 days after the date of the funeral and are due for payment within 30 days of our invoice, unless otherwise agreed by us in writing.

4.4 Please inform us if it is intended to make a claim for assistance for funeral expenses payment under the Social Fund. The rules for eligibility are complex, however in most circumstances they will not cover the entire Fees due.

4.5 Please inform us if a solicitor ask that the invoice is forwarded to them directly.

4.6 If you do not make payment to us by the due date, we may charge you interest on the overdue sum at the rate of 2.5% per month and any associated debt recovery costs where applicable. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We may recover the cost of taking legal action to enforce payment.

4.7 The provisions of sub-Clause 4.6 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

4.8 If you do not pay us for any Disbursements that are due in advance, we may suspend the Services until you have paid any outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under sub-Clause 4.6.

5. Providing the Services

5.1 All Services will be provided by us in accordance with all relevant laws, rules and regulations.

5.2 We will not undertake any Services that are in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.

5.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates specified in the Estimate. We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 7 for events outside of our control.

5.4 All clothing shall be removed and held for seven days (excepting nightwear, underwear and soiled clothing which will be dealt with appropriately) after which time (if they have not been collected) without further notice they are disposed of by any means we see fit. All valuables left with the deceased person at the time of collection are recorded and dealt with in accordance with your wishes.

5.5 Unless arising from a negligent action or breach of the contract by us, and we shall not be liable for loss of any jewellery, clothing or personal effects of the deceased.

5.6 If we require any information from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.

5.7 If the information you provide is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required

from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided, we may charge you a reasonable additional sum for that work.

6. Our Liability

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6.3 Furthermore, nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

7. Events Outside of Our Control (Force Majeure)

- 7.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

8. Cancellation & Cooling-Off Period

- 8.1 If you are a Consumer in the United Kingdom, you have a legal right to a "cooling-off" period within which you can cancel the services for any reason within 14 days of the day the Contract was formed.
- 8.2 Please note that you will lose your legal right to cancel under this clause 8 if:
- 8.2.1. The Contract was formed at James McMullan & Son's premises as detailed above.
 - 8.2.2. The Services have already been completed within the first 14 days which you expressly agreed to.
- 8.3 Should you choose to cancel the Contract outside of the cooling off period or having given your written authority to commence work during the cooling off period, you will be charged for any Services already provided and/or Disbursements incurred.
- 8.4 We may cancel the Contract in writing at any time before we begin providing the Services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control occurs.

9. Communication and Complaints

- 9.1 In certain circumstances you must contact us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). If you wish to contact us with questions or complaints, you may contact us at the address above or via email at office@mcmullanfunerals.com.
- 9.2 We are members of the National Association of Funeral Directors and comply with their Code of Practice, of which a copy is available upon request.
- 9.3 We maintain a full complaints procedure, to which any complaint should first be addressed to us, which will be acknowledged by us within 14 days of receipt. We will endeavour to resolve your complaint within 56 days of receipt. If the matter is unable to be resolved to your satisfaction you may refer it to NAFD Resolve of the

Funeral Conciliation and Adjudication Scheme who can be contacted by email at: resolve@nafd.org.uk or by telephone on: 0121 711 1636.

10. How We Use Your Personal Information (Data Protection)

- 10.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and the General Data Protection regulations.
- 10.2 We may use your personal information to provide our Services to you and process your payment for the Services.
- 10.3 We will not pass on your personal information to any other third parties without first obtaining your express permission excepting where this is necessary to perform our obligations under the Contract.

11. Other Important Terms

- 11.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.
- 11.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 11.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 11.4 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

12. Governing Law and Jurisdiction

- 12.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Northern Ireland.
- 12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of Northern Ireland.