

# Our terms & disclosure of interests

From the outset, our primary concern is to deliver a professional and dignified service to you and your family and those entrusted to our care. The principles of providing value for money, quality of service and sensitive professionalism are the hallmarks of Mortons. We are a family firm with an ethos which places these values above achieving material gain. Whilst it is our wish that we do not burden you with unnecessary Terms we do recognise our responsibilities and appreciate the confidence and trust you have placed in us; therefore, it is sensible to make certain matters clear. If, at any stage, you have any concerns please do let us know immediately; for everyone here, the determination to ease your burden is a priority.

## 1. These Terms

**1.1 What these terms cover.** These are the terms and conditions on which we will supply our goods and services to you.

**1.2 Why you should read them.** Please read these terms carefully before you sign the Arrangement Form with us. These terms tell you who we are, how we will provide our goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 2. Information About Us and How to Contact Us

**Who we are.** We are V. Morton & Sons Limited, trading as Morton Funeral Directors. We are a company registered in England and Wales. Our company registration number is 01900548 and our registered office is at 705 Bristol Road South, Northfield, Birmingham, B31 2JT. Our registered VAT number is 812316074. The Ultimate Owners are father and daughter, Derek and Sarah Case. We confirm that we have no material financial interest in any price comparison websites which compares Funeral Director Services and/or Crematoria Services and their respective prices.

**2.1 How to contact us.** You can contact us by telephoning Derek Case or his daughter Sarah Case on 0121 476 9111 or in emergencies on 07812 960449 (Derek) or 07837 010070 (Sarah) or by writing to us at Derek@mortonsfunerals.co.uk or Sarah@mortonsfunerals.co.uk and at 705 Bristol Road South, Northfield, Birmingham, B31 2JT.

**2.2 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

**2.3 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

**2.4 All incoming and outgoing landline calls** are recorded for training and monitoring purposes.

## 3. Our Contract With You

**3.1 Who we will deal with.** We may ask you to demonstrate to us that you have the authority to arrange a particular funeral. Once we are satisfied that you are, in our view, authorised to make the arrangements we will only accept instructions from you. We will not accept instructions from other individuals who may have equal authority to arrange the funeral.

**3.2 How we will accept your order.** Our acceptance of the arrangements made by you will take place when you sign our completed Arrangement Form or Estimate of Funeral Charges at which point a contract will come into existence between you and us.

## 4. Our Services

**4.1 What we will provide.** We will provide the services and additional items set out in our Arrangement Form and Estimate of Funeral Charges. Where we are arranging for a third party to provide services (such as monumental masons, horse drawn hearses, release of doves or other professional services) by signing our Estimate of Funeral Charges and entering into this contract, you are authorising us to enter into contracts with third party suppliers for such goods and/or services in your name and on your behalf. You will be bound by the terms and conditions of any such third-party supplier.

**4.2 Timing of services.** We will use our best endeavours to ensure that all timing is achievable. Cemeteries, Crematoria and others will impose fines for late arrival and or over running the allocated service time. Where such a fine or penalty is imposed, this will be added to your account. We also reserve the right to charge for any additional costs we incur as a consequence.

**4.3 Care of the deceased.** When the deceased is transferred into our care we will, unless otherwise instructed, remove all personal items which (other than clothing which is disposed of clinically) will be available for you to collect. If you do not collect or give us your instructions as to the disposal of any items within 28 days of our notification to you, we shall donate such items to a charity of our choice.

**4.4 Jewellery and Personal effects.** If you wish us to remove and return any Jewellery or Personal effects, we will only do so with your signed written instruction. Without your signed written instruction, all such items will remain in the coffin.

**4.5 Coffins and Caskets.** Often the dimensions of the coffin or casket required will not be known at the time of making the Funeral Arrangements. For the purpose of obtaining "best value", coffins are produced in standard sizes and in the vast majority of cases are suitable for those we serve. Where, in our professional judgement, a coffin or casket with "non-standard" dimensions is necessary to be ordered this will attract additional costs, details of which we will communicate to you as soon as practicable.

**4.6 Chapels of Rest.** Visits to the Chapels of Rest may only be made by appointment between the hours of 9am to 5pm Monday to Friday. The Chapels of Rest are closed on weekends and public holidays. If you wish to visit outside of these hours, an additional charge will be incurred as set out in our published price list which is available on request.

**4.7 CCTV.** A CCTV system monitors the Chapels of Rest, reception areas, corridors, offices, the Ivy Suite, garaging and most external aspects of the buildings 24 hours a day. This data is recorded. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for our business purposes and your protection.

We reserve the right to retrieve the contents of the CCTV footage as reasonably necessary in the interests of our business and your security including for the following purposes (this list is not exhaustive):

- to assist in the investigation of any alleged wrong doing; or
- to comply with any legal obligation.

**4.8 Viewing the deceased.** Please be aware that the appearance of the deceased may change and that such changes are unpredictable. We will care for the deceased in our most professional manner including discussing whether embalming is appropriate.

**4.9 Floral tributes.** If you request us to arrange any floral tributes we will be contracting with the florist on your behalf and at your cost. If we receive any floral arrangements after the cortege has left our premises, we will request that they are delivered directly to the service venue, cemetery or crematorium, however we will not be responsible for any failure to deliver. If we receive any floral arrangements which do not fit into or onto the hearse or within the other cortege vehicles a further charge may be made for additional transport.

**4.10 Bearers.** During the course of making funeral arrangements with you we will discuss the question of bearers and take your instructions. If you require bearers who are not members of our staff we offer a short familiarisation programme so that a better understanding of what is required may be obtained. We strongly advise all bearers who are not members of our staff to undertake this programme. The company presumes that all bearers who are not members of staff understand their responsibilities appertaining to current legislation and have a level of fitness which will enable them to easily complete their duties.

**4.11 Final resting place of ashes or cremated remains.** If you are unable to give us your instructions regarding the final resting place for any cremated remains at the time of making the funeral arrangements, we must have your instructions within 6 months of the date of the funeral. If we do not receive your instructions as to the final resting place for any cremated remains within this period, we reserve the right to return them to the crematorium at which your service was held for them to be scattered in the gardens of remembrance there in accordance with the policy of the particular crematorium.

**4.12 Charitable donations.** Where requested we will supply a secure donations collection tube which we will place out at the Service venue(s) for mourners to place donations in. At the conclusion of the Ceremony we will hand this donations tube to you so that you may take the donations to the chosen charity yourself. We regret that we are unable to administer donations on your behalf as this service is generally cost prohibitive. Service venues differ in their policy permitting the collection of charitable donations. Where this is a material factor in the service we provide please tell us and we will make enquiries accordingly.

## 5. Third Party Services

**5.1 It is essential that you satisfy yourself that those providing third party services meet with your expectations and requirements** including those responsible for the delivery of the Funeral Ceremony. We will advise those responsible for the Funeral Ceremony of the allocated timing and in the event that the service exceeds the permitted time allocation we reserve the right to pass on to you any fine or penalty levied and to charge for our additional time.

## 6. Changes

**6.1 Our right to make changes.** We may change the goods and services we are providing:

- 6.1.1 to reflect any changes in relevant laws and/or regulatory requirements; and
- 6.1.2 to implement any technical adjustments and improvements (for example to accommodate the size or weight of any coffin or casket).

**6.2 Your right to make changes.** If you wish to make a change to the instructions that you have given us please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the arrangements, the timing for delivery or anything else which would be necessary as a result of your requested change. We will then ask you to confirm whether you wish to go ahead with the change.

**6.3 Changes to timings.** We will make every effort to complete the provision of our goods and services on time and as soon as practicable after they are made. There may, however, be delays due to an event or events outside of our control. Clause 10.3 explains what will happen in these events.

**6.4 Products may vary slightly from their pictures.** The images of the products we can supply, such as coffins or flower arrangements in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

## 7. If There Is a Problem

**7.1 What to do.** In the unlikely event that there is any problem with our goods and/or services (excluding third parties):

- 7.1.1 If you have a concern regarding ANY aspect of the Funeral Arrangements or the Funeral however small, we would like to know. It is better if we can respond to concerns before they become major issues so do please tell us and ask that the matter is reported to a Manager or Director.

“Where saying goodbye means everything”

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- 7.1.2 please contact us and tell us as soon as reasonably possible;
- 7.1.3 please give us a reasonable opportunity to sort out any problem; and You will not have to pay for us to sort out any problem with the Services under this clause 7.1.
- 7.2 Consumer Rights.** As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials used are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 8. Price and Payment**
- 8.1 Responsibility for the payment of the Funeral Invoice.** The client is always responsible for settlement of our invoice irrespective of whether funds for payment are expected from third parties (typically a Pre-payment Funeral Plan, Insurance Policy, Bank, Solicitor etc.). Often, third parties will not enter into discussion or correspondence with us, prior to the Funeral, to confirm that such funds are in place. Clients should be aware that confirmation that a payment will be made is often not given until a final invoice has been received. It is the client's responsibility to ensure that sufficient funds are available, and they are advised to obtain their own written confirmation from the third party if funds from them are being relied upon.
- 8.2 Estimates.** When we provide you with our written Estimate of Charges this may not be the final price that you pay. This is because if you choose goods or services that will involve you contracting with a third party on your behalf we may not know the exact cost of such goods or services. If this is the case then this will be noted on the estimate.
- 8.3 Additional charges.** All estimates are given in good faith however there may be circumstances in respect of the deceased which are not known to us at the time we give you our written Estimate of Charges. Where goods and/or services you have selected are unsuitable because of, for example, health and safety issues, such as the Manual Handling Regulations 1992, we may need to provide additional staff or equipment to perform a particular function. If this is the case, additional costs will be incurred and we will let you know what these are as soon as practicable.
- 8.4 Deposits.** The amount of deposit required is 40% of the total funeral cost which is to be paid at least 3 days prior to the day of a funeral. Your rights to a refund on cancellation are set out in clause 11. If you fail to pay the deposit or other amount requested within this time period we reserve the right to suspend our Services.
- 8.5 VAT.** These prices include VAT where applicable. If, however, the rate of VAT changes between the date of the contract and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the goods and services in full before the change in the rate of VAT takes effect.
- 8.6 Final charges and payments.** We will invoice you for the balance of our costs and any third-party costs on or any time after the funeral. You must pay our invoice in cleared monies within one calendar month of the date of invoice (the "Due Date") by cash, cheque, credit or debit card or bank transfer.
- 8.7 Interest on late payment.** If you do not make any payment due to us by the Due Date, we may charge interest to you on the overdue amount at the rate of 2% above base rate per calendar month. This interest shall accrue on a daily basis and be compounded monthly from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.8 If, however,** you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 8.6 will not apply for the period of the dispute.
- 8.9 Your responsibility for debt collection fees.** If you do not make full payment due to us by the Due Date we may engage an independent debt collection agency to collect your debt on our behalf. You will be responsible for the payment of all costs incurred including all those they and others charge us to collect your debt, in addition to the amount of your debt and any interest.
- 9. Liability**
- 9.1 Our Liability to You.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or which occurs as a result of an event beyond our control. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both we and you knew it might happen, for example if we had discussed it.
- 10. Events Outside Our Control**
- 10.1 No Liability.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.
- 10.2 What is an event outside of our control?** An event outside our control means any act or event beyond our reasonable control, including without limitation failure of a third party supplier, strikes, lock-outs or other industrial action by third parties, delays caused by road works, traffic congestion, diversions, weather conditions, mechanical failure, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war

(whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- 10.3 What we will do.** If an event outside our control takes place that affects the performance of our obligations under these terms we will contact you as soon as reasonably possible to notify you.
- 11. Your Rights to Cancel and Applicable Refund**
- 11.1 Right to Cancel.** Before we begin to provide any goods and/or services, you have the following rights to cancel:
- 11.1.1 You may cancel any goods and/or services or arrangements within 14 calendar days of signing our Arrangement Form or Estimate of Funeral Charges by contacting us. We will confirm your cancellation in writing to you.
- 11.1.2 If you cancel any goods and/or services under clause 11.1 and you have made any payment in advance for goods and/or services that have not been provided to you, we will refund these amounts to you.
- 11.1.3 If however you cancel any services under clause 11.1 and we or any third party that we have made arrangements with on your behalf have already started work on your services by that time, you will pay us any costs we and any third party reasonably incurred in starting to provide the services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us to cancel.
- 12. Our Rights to Cancel and Applicable Refund**
- 12.1 Right to Cancel.** If we have to cancel a contract for services before the services start: due to an event outside our control or the unavailability of key personnel or key materials without which we cannot provide the services, we will promptly contact you if this happens;
- 12.1.2 you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you;
- 12.1.3 where we have already started work on your services by the time we have to cancel under clause 12.1.1, we will not charge you anything and you will not have to make any payment to us.
- 12.2 We may cancel or suspend the contract for goods and/or services at any time with immediate effect by giving you written notice if:**
- 12.2.1 you do not pay us when you are supposed to as set out in clause 8.5. This does not affect our right to charge you interest under clause 8.6; or
- 12.2.2 you break the contract in any other material way and you do not correct or fix the situation within 3 days of us asking you to in writing.
- 13. How We May Use Your Personal Information**
- 13.1 We will use the personal information you provide to us to:**
- 13.1.1 provide the goods and/or services;
- 13.1.2 process your payment for such goods and/or services; and
- 13.1.3 inform you about similar goods and/or services that we provide, but you may stop receiving these at any time by contacting us.
- 13.2 We will not give your personal data** to any third party except for the efficient making of arrangements or to an independent debt collection agency in accordance with clause 7.8.
- 14. Other Important Terms**
- 14.1 We may transfer our rights and obligations under these terms to another organisation,** and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.**
- 14.3 This contract is between you and us.** No other person shall have any rights to enforce any of its terms.
- 14.4 Each of the paragraphs of these terms operates separately.** If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.6 These terms are governed by English law.** You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland..

August 2021. DSC/SAC

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