

Miller Bros & F.P. Butler Ltd

Funeral Directors

119 Bargates, Christchurch, Dorset, BH23 1QH
Call us on 01202 485439 Day or Night
www.millerbrosfunerals.co.uk

TERMS OF BUSINESS

1. **Estimates and Expenses:** The estimate 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 particularly where third parties change their rates or charges. We may not know the amount of the third-party charges in advance of the funeral; however, we 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. If you amend your instructions, we may 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:**
 - a. **Direct Cremation:**
Payment to be made in full before the date of cremation is booked.
 - b. **Simple Cremation Service:**
A deposit to cover third party fees may be requested before the funeral date. Payment in full due within 30 days of our invoice. We may request the full balance in advance of the funeral date.
 - c. **Traditional Cremation/Burial Funerals:**
0% deposit required. However, should third party fees exceed £1,500.00 we reserve the right to request a deposit to cover third party fees in advance of the funeral date. Full balance due within 30 days of our invoice.
 - d. **Pre-Payment Plans:**
Where settlement is by funds from a recognised pre-payment funeral plan provider any difference or shortfall between the funeral plan payment and the final account is the applicant's responsibility.

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 from you the fees we incur. 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 & GDPR:** We adhere to the rules defined in the Data Protection Act 1998 ("the Act"). 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 third parties and those third parties, who are performing some of the services for you, may contact you directly. Our full Privacy Policy containing information about how we use data can be found online via our website. Under the Act you have the right to know what data we hold on you, and you can apply to us in writing to request a copy of that data, doing so may incur an administrative fee. The GDPR regulations are dealt with by written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives and friends, unless you specify.
5. **Cooling-Off Period:** The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of 14 days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

6. **Termination:** This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions. If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.
7. **Standards of Service:** The National Association of Funeral Directors' Code of Practice requires that we provide a high-quality service in all aspects. If 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, and we will acknowledge your concern within 3 working days, and fully investigate it within an additional 5 working days. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors through the NAFD Resolve provides a free dispute resolution service, as an alternative to legal action. You can contact the Resolve at 618 Warwick Road, Solihull, West Midlands B91 1AA. The Resolve, and how it can be accessed, is explained in the NAFD Resolve leaflet made available to you and on display on our premises. The Resolve provides independent conciliation. 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 and advise you of alternative arrangements. We cannot be responsible for the performance of all third parties which may include, but not specifically, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.
8. **Agreement:** Your continuing instructions will amount to your continuing acceptance of these Terms of Business. 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.
9. **Additional Legal Requirements:** Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
10. **Care of the Deceased:** If there is a requirement for the deceased to remain in our care for a period exceeding 3 weeks after the appointment to register the death has taken place a charge of £20.00 per day will be applicable from the date of registration.
11. **Additional Bearers:** If additional bearers are required due to the size of Coffin or difficult access to the place of service then additional costs of £35 per bearer will be charged.
12. **Clothing / Effects:** Any unclaimed items of clothing / effects will be discreetly disposed of after 14 days of date of death.
13. **Valuables:** Where jewellery or valuables come into our care with the deceased, we will discuss with the funeral applicant whether these items are to remain with the deceased or be removed and returned the applicant. We do not accept responsibility or liability for any act or omission in relation to jewellery or other valuables.
14. **Cremated Remains:** Instructions regarding cremated remains are to be issued by the funeral applicant. If the applicant fails to collect the cremated remains from our premises within 6 months an applicable holding charge may be incurred.
15. **Donations:** We are only able to accept cheques written directly to the appointed charity for in memoriam donations. We are unable to accept cash or cheques written to our company. Any donations received will be held for 6 weeks after the funeral and then forwarded to the appointed charity.
16. **Online Donations:** Memory Giving, our online charitable donation processing partner, makes charges for use of their services, currently 5% plus card charges. Please advise us if you do not wish to use their services.
17. **Offers:** Any special offers, however presented (verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice. This includes "Direct Cremation" packages.