

Terms of Business

W.G. Miller Ltd is a Private limited Company in *England and Wales* with the company No. 06829788 having its registered address at 32 Lister Drive, Northampton, England, NN4 9XE.

We are a member of the Society of Allied and Independent Funeral Directors and the National Association of Funeral Directors and subscribe to their current Codes 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.

For the purpose of these terms: **“you”** or **“your”** means the person engaging the services: and **“services”** means funeral arrangement, support and advice services provided by us.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the **“Terms”**), and you acknowledge you have read, understood and agree to be bound by these Terms.

1 Estimates and Expenses

- 1.1 The estimate attached sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, on the basis of the information and details and details provided by you 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 are involved and may change their rates or charges which is out of our control.
- 1.2 We may not know the total sum of third-party charges in advance of provision of the services: however, we will supply you with the best estimate of such charges prior to the provision of the services in the written estimate. The actual amount of the charges will be detailed and shown in the final account.
- 1.3 If you amend your instructions in terms of the services, we will require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published within our current price list.
- 1.4 We will add VAT to our charges, where applicable, at the current rate when we prepare the estimate and final account.
- 1.5 On occasions we may also charge you an administration fee. 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 an account is overdue. If we instruct a debt collection agency, we may also recover from you any further fees which we incur. Further details regarding these fees are available on request.

2 Payment Arrangements

- 2.1 We will issue you with an invoice for payment in relation to any services provided or undertaken.
- 2.2 The payment of an invoice is due within 30 days of the receiving our final invoice.

For all Funerals and Repatriations:

- 2.3 Full payment of the funeral account is due 3 working days prior to the funeral/flight date. Should a deposit option be applicable the payment of an invoice is due 30 days of the date of our invoice.
- 2.4 If you fail to pay in full on the due date for any of the services provided to you, we will charge you interest at 1.5% above our banks Base Rate.
- 2.5 We will also recover the costs of taking any legal action, when necessary, to recover any unpaid fees (unless a Court order states otherwise).

Barclays Bank
Sort Code 20-77-75
Account No 43776859
Ref No

3 Indemnity and Liability

- 3.1 You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach made by you in regard to your obligations under these Terms. We will claim any losses from you at any time providing written notice.
- 3.2 We will not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings whether direct or indirect and any indirect, consequential or special damages, loss, costs, claims or expenses) howsoever arising.
- 3.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

4 Data Protection

Words shown in italics are defined in the General Data Protection Regulations 2018 (“the Regulations”).

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 unless you give us your express permission for use in our marketing. 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. We will not pass your details to third parties for marketing purposes whatsoever.

Under the Act you have the right to know what data we hold, and you can, by applying to us in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

5 Cancellation of a funeral

Should you wish to cancel/postpone a funeral a standard cancellation fee of £500.00 will be applicable, full cancellations must be confirmed in writing.

6 Cooling-off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulation 2008 may give you the right to terminate this agreement in the cooling-off period of seven 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 confirm in writing. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay for the goods and services already supplied. Should this be a house arrangement the cooling off period is 14 days.

7 Termination

This agreement may 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 will, depending upon the reasons for terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

8 Standards of Service

- 8.1 The Society of Allied & Independent Funeral Directors (SAIF) and National Association of Funeral Directors (NAFD), their Code of Practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the services provided to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action.

You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to standards@saif.org.uk.

You can contact NAFD by contacting resolve@nafd.org.uk or contact them on 0121 711 1636.

- 8.2 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. Therefore, we endeavour to meet all date and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance using the details overleaf and advise you of alternatives.

- 8.3 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to; Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, Media Providers etc.

9 Agreement

- 9.1 Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

- 9.1.1 Your instructions will not create any right enforceable by virtue of the (Contracts Right of Third Parties Act 1999 or the Contract Third Party Rights) Act 2017.

- 9.2 By any person not identified as our client.

- 9.3 If any of these terms are unenforceable as drafted:

- 9.4 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.

- 9.5 This agreement is subject to *English Law*. If you decide to commence legal action you may do so, in any appropriate *English Court*.

- 9.6 Our liability is excluded to the maximum extent permitted by law including any implied terms.

- 9.7 No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF or NAFD.

- 9.8 These Terms are subject to *English Law*. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms, you submit to the non – exclusive jurisdiction of *English Courts*.

10 Additional legal requirements

- 10.1 Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

- 10.2 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of from £45.00 per bearer will be charged.

- 10.3 Any unclaimed items of clothing/effects will be discreetly disposed of after 10 days of date of death unless otherwise agreed.

- 10.4 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.

- 10.5 Any special offers however presented including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc. will have a limited time of availability and may be amended or withdrawn without notice.