

## TERMS AND CONDITIONS

### 1. Estimates and Expenses

Our estimate is set out for the services that 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 making the funeral arrangements. Whilst we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their charges.

We may not know the amount of the third-party charges in advance of making the funeral arrangements; 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 on our final invoice.

At the time of making the funeral arrangements it will be explained to you that all disbursement costs must be paid for at the time of making the funeral arrangements or within 48 hours of the funeral arrangements being made, this amount will be made known to and confirmed with you on our written estimate. This is so that we can then start to settle all of the third parties accounts on the family's behalf. In the event that the funeral invoice is going through a solicitor or being forwarded onto a bank then we will require them to contact us also with 48 hours of the funeral arrangements being made to confirm with us that funds are available to settle our account.

### 2. The Arrangements

I accept that I am your client and if I want to make any alterations to the funeral arrangements, I must contact M. A. Mills Funeral Service Limited myself and only changes made by me will be accepted. I accept that any such changes may require alterations to the estimate and final funeral invoice.

### 3. Payments Terms

As the signatory on the funeral arrangement form, I agree to be held personally responsible for paying the costs directly for M. A. Mills Funeral Service Limited and the disbursements in full.

M. A. Mills Funeral Service Limited will send the full final funeral invoice onto our client 7 days after the funeral service has taken place. The funeral account is then due for payment within 14 days of our account.

Payments can be made to us by either, cash, cheque, debit card or bacs bank transfer

### 4. Overdue Accounts

I agree to make payment in accordance with the payment terms in section 3, but accept that in the event that I do not meet these terms and there is still an outstanding amount on my account 1 calendar month after the date of the invoice then M. A. Mills funeral Service Limited may;

- A) Add a 2% surcharge onto the outstanding balance each month thereafter until the final outstanding balance has been paid to us.
- B) Pass over the account to a debt collection agency or a solicitor and add all of their charges and fees onto the outstanding balance.
- C) If the outstanding account is prepared and brought before the courts, all legal fees, court costs and those associated with this account will also be added to the outstanding amount.

#### 5. Unforeseen Circumstances

M. A. Mills Funeral Service Limited shall not be liable to the client or deemed to be in breach of the contract for any reason, if the breach of contract was due to any cause beyond M. A. Mills Funeral Service Limited's reasonable control. The following events shall be regarded as examples of causes beyond M. A. Mills Funeral Service Limited reasonable control but shall not act to limit the general nature of this clause: Act of God, explosion, flood, fire, accident, civil disturbance, acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the government, parliament or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

M. A. Mills Funeral Service Limited shall in no circumstances be liable to the client for any loss, claim or liability of whatever nature caused by the acts of omissions by any third party.

#### 6. Collection of Cremated Remains

Should it be our clients wish for us to collect the cremated remains from the crematorium and retain them at M. A. Mills Funeral Service Limited chapel of rest, we shall do so for a maximum period of two calendar months. In the event that the cremated remains have not been collected within those two months we shall charge our client the sum of £10.00 per month until the cremated remains have been collected from us. This amount will be invoiced at the end of each calendar month.

#### 7. Data Protection

We respect the confidential nature of the information given to us and, where you provide us with personal data, we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out the funeral service. In order to provide our services, we may need to pass such data onto third parties and those parties, who are performing some of the services for you, may contact you directly.

#### 8. 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 conditions and (2) by you communicating to us in writing terminating your instructions. However, 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 M. A. Mills Funeral Service Limited have already carried out on your behalf up to the time of your termination.

#### 10. Signatures

By our client signing the bottom of our funeral arrangement form you are agreeing to all of the terms and conditions of M. A. Mills Funeral Service Limited as specified within this agreement.