

M.A. Mills Funeral Service

DISCLOSURE OF INTERESTS

1. The ownership of M. A. Mills Funeral Service Limited is Lymn Rose Bereavement Holdings Limited.
2. There is no business or material financial interest in a price comparison website.
3. A) There has been no material charitable donation to a third party.
B) There has been no charitable contribution or payment of gratuity to a third party.
C) There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided.

We are a member of The National Society Of Allied And Independent Funeral Directors (SAIF). We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

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 may need to be paid for at the time of making the funeral arrangements or before the agreed day of the funeral service (unless otherwise agreed). 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 families 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 before the agreed day of the funeral service 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 unless authorization is given by yourself. 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 7-10 days after the funeral service has taken place. The funeral account is then due for payment within 14 days of our account once received

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. These 3rd parties may include; florists, caterers, venues, funeral officiants and other service or product providers. For more information you can see our privacy and data retention policy.

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.

9. Donations

By Signing the bottom of our funeral arrangement form you are acknowledging the fact that M. A. Mills Funeral Service Limited cannot be responsible in any way for any physical donations that are received, before, during or after the funeral service due to the inability to cash them into our donations account. This will be explained in detail during the time of arranging the funeral.

10. Disposal of personal effects

Any 'forbidden' items of effects especially in the case of cremation that are found in a coffin during our final 'pre-funeral checks' will be removed and discretely disposed of before the funeral service is due to take place. These items may include but are not limited to; body adornments made from copper, any removable prothesis and any items made of glass or plastic should also be removed. It is also strongly advised that shoes or other materials made from PVC are also removed for cremation. In the event of this, we will make you aware and you can collect any items should you wish from us, if you do not collect the items, we will dispose of them for you after 14 days.

11. Carrying the coffin & use of the 'wheel-bier'

If our staff come to a conclusion that the weight or size of the coffin may pose a possible health and safety risk to our staff, the crematorium or cemetery staff or you as a family, we may use our wheel-bier instead of carrying the coffin traditionally on our shoulders. If you, or any family and friends wish to assist in the carrying or the 'lowering' into the grave of the coffin then you can but at your own risk. M. A. Mills Funeral Service LTD is not responsible for any health or safety problems that this may cause.

12. Standards of service

As a small family run business we strive to cater for everyone and to provide the best possible services. However, if our services do not meet your standards then please raise them in the first instance with our designated senior person. If that does not resolve the problem, SAIF working in conjunction with the Centre for Effective Dispute Resolution (CEDR) offer the SAIF Consumer Protection Scheme – a robust set of procedures aimed at bringing complaints against funeral directors to a satisfactory outcome for both you and the funeral director. Please note, 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.

13. Declaration & 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 and our privacy and data retention policy.

I confirm I have read and approve all the terms and conditions that are above.

client signature

M.A. Mills
Funeral Service

36 - 38 Main Road,
Radcliffe on Trent,
Nottingham,
NG12 2AA.

- 24 Hour Personal Service
- Pre - Paid Funeral Plans
- Fully Tailored Services
- Private Chapel of Rest
- Monumental Masonry
- Family Owned

Serving the local community of
Radcliffe - on - Trent &
Surrounding Areas.

0115 933 6906
enquiries@mamills.co.uk
www.mamills.co.uk

M.A. Mills Funeral Service

PRIVACY AND DATA RETENTION POLICY

Privacy Policy

Client information and Deceased information

We collect personal data from our clients and the deceased in the course of making funeral arrangements.

What Personal details do we collect? (Client)

We collect the following:

- Full name
- Postal address
- Telephone number(s)
- Email address(es)
- Client's relationship to the deceased

What Personal details do we collect? (Deceased)

We collect the following:

- Full name
- Age at the time of passing away
- Last registered address
- Occupation
- Date of birth & Date of death
- Place of death
- Doctor's name & registered surgery

Special data categories that we may collect:

- Religion

Why do we collect this data?

We collect this data in order to:

- Maintain contact with our clients until the funeral and all subsequent matters appertaining to the funeral have been dealt with.
- To pass onto 3rd parties service and product providers who require this data to conduct, fulfil and supply their services and products.

This lawful basis for the processing of this data falls within the 'contract' category.

What else do we use this data for?

We may also use this data for:

- Making contact to our client regarding certain 'events' such as our memorial tree or things that may be of interest to them.
- To pass onto other 3rd parties who may also require the data, who are performing some of the services for you, they may contact you directly. These 3rd parties may include; florists, caterers, venues, funeral officiants and other service or product providers.
- Using it for reference in the future to replicate funeral arrangements in future years upon request.

The lawful basis for the processing of this data falls within the 'consent' category. This data will only be used for the activities for which we have obtained consent. You have the right to contact us to vary this consent at any time.

Under what circumstances will we contact you?

Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimise the risk of unauthorised access or disclosure.

Information about other Individuals

Wherever possible we will not take information from or about other individuals that aren't our client. In the event that we do, we will not pass this data onto any 3rd party unless permitted to do so by the individual. The information would be stored in the same way as client and deceased data as explained above. Any individual who would like their data removing from our physical paper and digital records should make it known to us by contacting us at any time.

The lawful basis for the processing of this data falls within the 'consent' category.

Retention Policy

How long and where do we store this date for?

It is our practice to retain information relating to the funerals we conduct. This information is retained indefinitely in order to allow us to replicate funeral arrangements in future years upon request, or should there be a query regarding the detail of a funeral in the future. Whilst data relating to someone who has died is not subject to the protections of the General Data Protection Regulation, the information we retain includes details of our client at the time of making these arrangements, and may also include details of other family members which were given to us at the time of making these arrangements. This information is stored within our premises and in electronic form, at the end of our business financial year (5th November) we may take all of our records to our holding company head office to store indefinitely for the purpose of replicating funeral arrangements in the event that we do not have any storage space at our office.

Any former client or individual who would like us to remove their personal data from these records can contact us at any time and we will remove their personal data from both our paper and electronic records, unless it is still required for the resolution of further matters or if it is required to allow us to fulfil any outstanding legal or procedural obligations.

Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that M. A. Mills Funeral Service LTD refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined in the complaints clause below.

All of the above requests will be forwarded on should there be a third party involved in the processing of your personal data.

Complaints Procedure

If you wish complain about our use of your personal data, you can do it directly to us in writing at enquiries@mamills.co.uk.

If you wish to complain to a governing body you may write to The National Society Of Allied And Independent Funeral Directors (SAIF): SAIF, 3 Bullfields, Sawbridgeworth, CM21 9DB

Notes

Our privacy and date retention policy does not speak for the 3rd parties that we use to provide services and products, their privacy and data retention policies are subject to their own terms and not ours.

I confirm I have read and approve all the terms and conditions that are above.

client signature

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