

## 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.

Throughout these terms and conditions the “Company” is M.A. Mills Funeral Service Limited or any subsidiary or trading name used by it.

## TERMS AND CONDITIONS

### 1. Estimates and expenses

Our estimate outlines the services we have agreed to provide. This estimate serves as an indication of the charges likely to be incurred, based on the information available at the time the funeral arrangements are made. While we strive to ensure the accuracy of the estimate, charges may be subject to change, particularly if third-party providers adjust their fees.

In some cases, we may not know the exact amount of third-party charges at the time of arranging the funeral. However, we will provide you with our best estimate of these charges in writing. The actual amounts will be itemised and detailed in the final invoice.

At the time of making the funeral arrangements, we will explain that disbursement costs may need to be paid either at the time of making the arrangements or before the scheduled date of the funeral service. The required amount will be specified and confirmed in the written estimate to ensure we can promptly settle third-party accounts on behalf of the family.

If the funeral invoice is to be handled by a solicitor or forwarded to a bank, we will require confirmation from them that funds are available to settle the account before the agreed date of the funeral service.

### 2. The arrangements

The client acknowledges that they are the contracting party with the Company. Any alterations to the funeral arrangements must be communicated directly to the Company by the client. Changes initiated by individuals other than the client will not be accepted unless explicit authorisation has been provided by the client. The client further acknowledges that any such alterations may result in adjustments to the estimate and the final funeral invoice.

### 3. Payments terms

The signatory on the funeral arrangement form agrees to accept personal responsibility for the full payment of all costs incurred by the Company, including disbursements.

All disbursements must be paid in full prior to the day of the funeral service.

The Company will issue the final funeral invoice to the client 7-10 days after the funeral service has taken place. Payment of the funeral account is required within 14 days of receipt of the invoice.

Accepted payment methods include cash, cheque, debit card or BACS bank transfer.

### 4. Overdue accounts

The Client agrees to make payment in accordance with the terms outlined in Section 3. In the event that these terms are not met and a balance remains outstanding one calendar month after the invoice date, the Company reserves the right to:

- a) Apply a 2% surcharge to the outstanding balance each month until the full amount is paid.
- b) Refer the account to a debt collection agency or solicitor and add any associated charges or fees to the outstanding balance.
- c) Include all legal fees, court costs, and associated expenses in the outstanding balance if the matter is escalated to the courts.

### 5. Unforeseen circumstances

The Company shall not be held liable to the client, nor deemed to be in breach of contract, for any failure to fulfil its obligations if such failure arises from circumstances beyond its reasonable control. Examples of such circumstances include, but are not limited to: Acts of God, explosions, floods, fires, accidents, civil disturbances, acts, restrictions, regulations, by-laws, prohibitions or measures imposed by any government, parliament, or local authority, as well as difficulties in obtaining labour or fuel, or motor vehicle breakdowns for any reason.

Furthermore, the Company shall not, under any circumstances, be held liable to the client for any loss, claim, or liability of any nature resulting from the acts or omissions of any third party.

## **6. Collection of cremated remains**

Should a Client wish for the Company to collect cremated remains from the crematorium and retain them, this will be done for a maximum period of two calendar months.

If the cremated remains are not collected within this two-month period, a storage fee of £10.00 per month will be charged until the remains are collected. This fee will be invoiced at the end of each calendar month.

## **7. Data Protection**

The Company is committed to respecting the confidential nature of information provided. Any personal data shared with the Company will be held securely, treated with confidence and processed solely for the purpose of arranging and carrying out the funeral service.

To deliver our services effectively, it may be necessary to share personal data with third parties who are involved in providing specific services. These third parties, such as florists, caterers, venues, funeral officiants or other service and product providers, may contact you directly in relation to the services they are offering.

For further details, please refer to our Privacy and Data Retention Policy.

## **8. Termination**

This agreement may be terminated prior to the delivery of services under the following conditions:

By the Company if the client fails to fulfil their obligations as outlined in these Terms and Conditions.

By the client, through written communication confirming the termination of their instructions.

In the event of termination by either party, the client may be required to pay a reasonable amount reflecting the work already carried out by the Company on their behalf up to the point of termination, depending on the reasons for termination.

## **9. Donations**

By signing the funeral arrangement form, the client acknowledges that the Company cannot accept responsibility for any physical donations received before, during, or after the funeral service.

If a donation box is requested for the day of the funeral, it will be returned to the client for processing.

## **10. Disposal of personal effects**

Any prohibited items, particularly in the case of cremation, that are found in the coffin during the final pre-funeral checks will be removed and discreetly disposed of prior to the funeral service. These items may include, but are not limited to, body adornments made from copper, removable prostheses and any items made of glass or plastic. It is also strongly advised that shoes or other materials made from PVC be removed prior to cremation.

If there are any other personal items the client wishes to retain, they must inform the Company prior to the funeral. If the items are not collected within 14 days, they will be disposed of on the client's behalf.

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

The Company's professional fee includes the provision of a wheel bier and two bearers. If the Client wishes for the coffin to be carried, and the Company determines that the weight and size of the coffin pose no health and safety concerns, family members may assist with carrying the coffin. Alternatively, the Company can supply additional professional coffin bearers at a cost of £50 per person.

## **12. Standards of Service**

The Company is committed to providing the highest level of service and care to all Clients. Clients concerns should initially be raised with Julia Carty, General Manager.

If the Clients issue has not been resolved they may make use of the SAIF Consumer Protection Scheme, in collaboration with the Centre for Effective Dispute Resolution (CEDR), which offers a comprehensive process to address complaints and ensure a satisfactory resolution for both the client and the funeral director.

Please note that the Company cannot be held responsible for the performance of third parties, which may include, but are not limited to, crematoria, councils, grave diggers, ministers, civil celebrants, florists, printers, vehicle hire services, newspapers, hospitals, doctors, coroners, registrars, and international repatriation service providers.

## **13. Declaration & signatures**

By signing the funeral arrangement form, the Client agrees to all the terms and conditions set forth by the Company as outlined in this agreement and our Privacy and Data Retention Policy.

# 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 and date of death
- Place of death
- Doctor's name & registered surgery

Special data categories that we may collect:

- Religion

We collect this data in order to:

- Maintain communication with our clients until the funeral and all subsequent matters related to the funeral have been completed.
- Share the data with third-party service and product providers who require it to carry out, fulfil, and supply their services and products.
- Use it as a reference to replicate funeral arrangements in future years, upon request.

*The lawful basis for processing this data is based on 'consent.' This data will only be used for the purposes for which consent has been obtained. You have the right to contact us at any time to modify or withdraw your consent.*

### Under what circumstances will we contact you?

Our goal is to respect your privacy, and we are committed to avoiding irrelevant or unnecessary questions.

Additionally, the information you provide will be safeguarded through stringent measures and procedures to minimize the risk of unauthorised access or disclosure.

### Information about other individuals

Wherever possible, we will not collect information from or about individuals who are not our clients. In the event that we do collect such information, it will not be shared with any third party unless authorised by the individual.

This data will be stored in the same manner as client and deceased data, as outlined above. Any individual wishing to have their data removed from our physical and digital records should contact us at any time to request its removal.

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

## Retention Policy

### How long and where do we store this data for?

It is our practice to retain information related to the funerals we conduct. This information is kept indefinitely to facilitate the replication of funeral arrangements in future years upon request, or to address any queries regarding the details of a funeral. While data pertaining to the deceased is not subject to the protections of the General Data Protection Regulation (GDPR), the information we retain includes details of the client at the time of making the arrangements, and may also include information about other family members provided at that time. This data is stored electronically. A

Former clients or individuals wishing to have their personal data removed from our records can contact us at any time. Upon request, the Company will remove their personal data from the it's electronic records, unless it is still required to resolve outstanding matters or to fulfil any 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 we hold about you.

**Right of Rectification** – You have the right to correct any inaccurate or incomplete data we hold about you.

**Right to Erasure (Right to be Forgotten)** – In certain circumstances, you may request the data we hold about you be erased from our records.

**Right to Restriction of Processing** – You have the right to request the restriction of processing under certain conditions.

**Right to Data Portability** – You have the right to request that the data we hold about you be 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 free from decisions based solely on automated processing or profiling that significantly affect you.

**Right to Judicial Review** – If the Company refuses your request under the right of access, we will provide you with a reason. You also have the right to lodge a complaint, as outlined in the complaints section below.

### Complaints Procedure

If you wish complain about our use of your personal data, you can do so in writing to [julia@mamills.co.uk](mailto:julia@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

*The Company's Privacy and Data Retention Policy does not apply to third parties that we use to provide services and products. These third parties are governed by their own privacy and data retention policies, which are separate from ours.*

**I confirm I have read and approve the 'Terms and Conditions' and the 'Privacy and Data Retention Policy'**

**Name of deceased:**

**Name of client:**

**Address of client:**

**Client's signature:**

**Date:**