

Terms of Business and Data Protection Policy (Data Privacy Notice)

Funeral Costs

The cost of a funeral is divided into two separate parts - the charges for our services and the disbursements which we pay on your behalf. Our charges will include arranging and conducting the funeral, your choice of casket or coffin, hire of hearse and limousines and all necessary staff. The disbursements would generally include cemetery or crematorium charges, minister's fees and doctor's charges in the case of cremation. Other disbursements may include church fees or floral tributes. Our 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 estimate and may be liable to change, particularly where third parties alter their rates or charges. Where we do not know the exact amount of third party charges, we will give you a best estimate of such charges - the actual amount of the charges will be detailed and shown on the final invoice.

Payments

The invoice may be paid by cash, cheque or with a debit or credit card (if using a credit card, a surcharge will be added to cover 3rd party charges). If you would like the invoice to be referred to a solicitor, please advise us as soon as possible when arranging the funeral. However, please note that you remain responsible for the account being paid in accordance with our terms and conditions. **In case of DWP Payments**, please remember that you are personally liable for any amount in excess of the agreed payment by the DWP, or indeed the whole invoice amount if a claim is rejected or not paid in full. PLEASE NOTE: Unless otherwise agreed, the funeral account is due for payment no later than 3 days prior to the funeral date. If you fail to pay us in full by the due date we may charge you interest at a rate of 1% 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. In the case of non-payment, we may involve a third party to recover the payment, in which case we may recover the cost of taking legal action to make you pay - before and after any judgment (unless a court orders otherwise).

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. If we instruct a debt collection agent, we may also recover from you any fees we incur. We may claim those losses from you at any time and, if necessary, will take legal action to make you pay our legal costs.

Conduct

Our Code of Practice requires that we provide a quality service in all aspects. If, however, 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. If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Data Protection (Data Privacy Notice) – Margaret Rose Funerals (Bespoke Funerals Ltd)

Your personal data – what is it? Personal data refers to a living individual who can be identified from that data. The processing of personal data is governed by the GDPR.

Who are we? The company directors of Margaret Rose Funerals (hereafter referred to as 'MRF') are the data controllers (contact details overleaf). We decide how your data is processed and for what purposes.

How do we process your data? MRF complies with our obligations under the GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data and by protecting personal data from loss, misuse, unauthorised access and disclosure to the best of our ability by using appropriate technical and manual security measures.

For what purpose do we use your data? To contact you before, during and after the funeral service as necessary AND to contact you at any future date regarding the collection of ashes or installation of memorials (as appropriate) or for non-payment of invoices.

Do we share your personal data? We do not share your personal details with any third party other than to ensure the smooth running of the funeral and/or for any services required after the funeral has taken place (e.g. minister, church, florist, crematorium, stonemason etc) OR for the collection of non-payment of the funeral account as stated in 'Payments' above.

How long do we keep your personal data? We keep your basic personal data on the funeral arrangement form when you instruct us. We keep this indefinitely because it is useful to refer to if/when you contact us to arrange another funeral. We store this in paper format (in an archive cupboard) and as a document on our server, protected by password, that can only be accessed by our funeral directing staff.

What are your rights regarding your data? Unless subject to an exemption under the GDPR rules you have the following rights: the right to request a copy of your personal data which MRF holds about you; the right to request that MRF updates/corrects any data if it is found to be inaccurate or out of date; the right to request your data where it is no longer necessary for MRF to hold such data; the right to request that the data be transmitted to another data controller; the right (where there is a dispute in relation to the accuracy or processing of your data) to request a restriction be put on further processing of your data; the right to lodge a complaint with the Information Commissioners Office.

What if MRF wishes to use your data for other purposes? If MRF wish to use your personal data for a new purpose (not covered by this notice) then we will provide you with a new notice (prior to commencing the processing) seeking your consent.

CONSENT BY signing this form (overleaf) you are confirming that you agree to this Data Protection Notice and that you are consenting to MRF holding and processing your personal data for the reasons stated above.