

MALCOLM SHAW & SON LTD.

Funeral Directors

This policy explains how and why we use personal information. We will never sell your personal data, and will only ever share it with organisations with whom we have a legal or regulatory requirement to do so.

About us

Malcolm Shaw & Son Ltd is a company registered in England and Wales (Company Number 5478157) with its Head Office at 3 Church Street, Marple, Stockport, SK6 6BT.

Any questions you have in relation to this policy or how we use your personal data should be sent to info@malcolmshawandsonltd.co.uk or addressed to Data Protection, Malcolm Shaw and Son Ltd. 3 Church Street, Marple Stockport SK6 6BT.

What information we collect

And how we protect data

Any information given to Malcolm Shaw & Son Ltd is treated with care and stored securely. We use industry standard technology and employ a variety of organisational, physical and technical measures to keep your data safe and to prevent unauthorised access to, or use to disclosure of your personal information.

Data and Information are stored on secure computer systems and we control who has access to information (using both physical and electronic means).

Personal data you provide

And how we use your information

We may collect, store and use data about you (including your name, email address, contact number) we only ever use your personal data with your consent, or to the extent necessary to ie: Enter into or perform, a contract with you. We will only use your information for the purpose it was collected.

Third party sources

Malcolm Shaw & Son Ltd. will never sell or rent your personal information. We will only provide your information to other persons if: - We have your consent. – We provide the information to our suppliers or agents who assist us in serving you and they have agreed to abide by our privacy policy. We are required to do so by Law. They may contact you directly.

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Our website

Our website uses cookies to provide you with the best possible experience and allow you to make use of certain functionality.

Links to our website

Our website may contain links to other websites. We do not control those other sites and we cannot be responsible for the content of those sites or for the protection of any information you provide to other sites (which are not governed by our privacy policy). We accept no responsibility or liability for such other websites. You should exercise caution when entering personal information online and look at the privacy statement applicable to the website in question.

Sending E-Mail to Malcolm Shaw & Son Ltd

When you send us email we will use your name and email address only when responding to the concerns raised in the e-mail. This means your email may be shared with the appropriate people within Malcolm Shaw & Son Ltd. to help us respond to your email.

Your rights

We want to ensure you remain in control of your personal data. Part of this is making sure you understand your legal rights, which (for individuals) are as follows:

- The right to confirmation as to whether or not we have your personal data and if we do, to obtain a copy of it.
- The right to have inaccurate data rectified.

You may instruct us to remove personal data under your rights in the General Data Protection Regulation. Any removal will be limited to regulatory compliance and what is permitted by Law

Changes to this policy

Our privacy policy may be updated from time to time. We reserve the right to modify this Privacy policy at any time.

Name and Address of Controller

Stephanie Lorusso

Phone: 0161 427 2276

info@malcolshawandsonltd.co.uk

TERMS AND CONDITIONS OF BUSINESS

Malcolm Shaw & Son Ltd

This company is a member of the National Association of Funeral Directors and we subscribe to its current Code 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.

1. Estimates and Expenses

The 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. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third party charges in advance of the funeral; however we will give you the best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account. If you amend your instructions we will require your written confirmation of the changes. We may need to make extra charge in accordance with prices published in our current price list.

2. Payment Arrangements

N.B. The company reserves the right to request a deposit prior to the funeral taking place.

The funeral account is due for payment within one month of it being rendered. If the account remains unpaid after one month, the amount, including the Settlement Charge, becomes applicable and we must then be advised of the reasons of the delay and when payment will be expected. We may recover (under clause 3) the cost of taking legal action to make you pay.

3. 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 a 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 or if we write to remind you that an account is overdue. If we instruct debt collection agents we may also recover the fees we incur from you. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

4. Data Protection

Words shown in italics are defined in the Data Protection Act 1998 ("the Act"). 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. 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. Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing for a copy (this is known as a subject access request)

5. Termination

We reserve the right to terminate our services if you fail to honour your obligations under these Terms. We are under no obligation to accept your termination until we receive your instruction in writing. If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below:

- Termination within two days of due date for performing services – 100% of fees payable
- Termination within one week of due date for performing services - 80% of fees payable
- Termination within two weeks of due date for performing services - 50% of fees payable

6. Conduct

The National Association of Funeral Directors' Code of Practice requires that we provide a high 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, which provides independent conciliation and arbitration through the Chartered Institute of Arbitrators.

7. Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. Any waiver or variation of these Terms is binding in honour only unless:

- Made (or recorded) in writing
- Signed by one of our Directors.
- Expressly stating an intention to vary these Terms.

Your instruction will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client. If any of these Terms are unenforceable as drafted:

- It will not affect the enforceability of any other of the Terms
- 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. English law is applicable to any contract made under these Terms. The English and Welsh courts have non-exclusive jurisdiction.