

# A. CAIN

FUNERAL SERVICES LTD  
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## A. CAIN Terms of Business



### TERMS OF BUSINESS | A. Cain (Funeral Services) Ltd.

A.Cain (Funeral Services) Ltd is a company incorporated in England and Wales with company number 00786212 having its registered address at 2, Lake End Court, Taplow Road, Taplow, Maidenhead, Berkshire SL6 0JQ.

We are a member of the Society of Allied & Independent Funeral Directors (SAIF) and subscribe to their current Codes of Practice, copies of which are 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

- 1.1 The estimate provided sets out the services we will 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 the estimate, the charges are liable to alteration particularly where third parties change their rates of charge.
- 1.2 We may not know the actual amount of third party charges in advance of the funeral; however, we give you a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account.
- 1.3 If you amend your instructions we will require you and only you to inform us of your amendments in person or by telephone or e-mail. We may need to make an extra charge in accordance with prices published in our current price list.

#### 2. Payment Arrangements

The funeral account is due for payment within 28 days of invoice date, unless otherwise agreed by us in writing. If you fail to pay us in full on the due date you may incur interest. (At our discretion)

- 2.1 at a rate of 4% above our bank's Base Rate from time to time in force;
- 2.2 calculated (on a daily basis) from the date of our account until payment;
- 2.3 compounded on the first day of each month
- 2.4 we may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums (unless a Court orders states otherwise).

There are circumstances in which the final account needs to be paid in full before completion of our services. They are our Repatriation Service, Direct Way Funerals or when Cremated Remains are sent overseas.

#### 2.5 Deposit

- A deposit will be asked for 48 hours before the date of the funeral;
- 2.5.1 A deposit will be asked for to cover the third party expenses and also a contribution of £1000 towards the Funeral Directors costs for a standard funeral.
  - 2.5.2 If alternative or bespoke items are requested then the deposit will be adjusted to cover our additional costs and consultation about the amount of deposit will take place prior to the 48 hours requirement.
  - 2.5.3 If a deposit cannot be raised prior to the date of service due to third party involvement (e.g., Bank, Solicitor or Government Contribution) please inform us before funeral service.

#### 3. Data Protection

- 3.1 Words shown in italics are defined in the Data Protection Act 2018 (the "Act").
- 3.2 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 only for the purpose of carrying out the services.
- 3.3 In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly.
- 3.4 Further details regarding these third parties are available upon request and are noted in our privacy policy.
- 3.5 Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

#### 4. Cooling-Off Period

- 4.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the "Cooling-off Period"). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must tell the person named below, in writing at the time of your initial instruction.
- 4.2 In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

#### 5. Termination

- 5.1 The services may be terminated before the services are delivered:
- 5.2 by us if you fail to honour your obligations under these Terms; and
- 5.3 by you communicating to us in writing, whether this be by email or post that you are terminating your instructions and engagement of the services.
- 5.4 You must tell the Funeral Director in writing as soon as practicable of any termination.
- 5.5 If we or you terminate the services you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

#### 6. Indemnity and Liability

- 6.1 You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice.
- 6.2 We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising.
- 6.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

#### 7. Standards of Service

- 7.1 The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. If 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 SAIF provides a dispute resolution service, as an alternative to legal action.
- 7.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or

email to standards@saif.org.uk.

7.3 Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Therefore, we endeavour to meet all dates and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.

7.4 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

#### 8. Rescheduling Events

We will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a "Rescheduling Event") affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract between us, nor will you be entitled to claim for any loss or damage howsoever arising as a result of a Rescheduling Event.

#### 9. Funeral | Deceased | Cremated Remains | Direct Way (unattended funeral)

- 9.1 We make reasonable and proper efforts to care for the Deceased's body and may carry out recognized embalming procedures for the reasons which are; preservation, presentation and sanitation but willing consent must be obtained before any procedure is undertaken.
- 9.2 We reserve the right to refuse any person (s) to view the deceased in our premises if the deceased suffered from an infectious disease or if viewing has been prohibited by the family/executor or client responsible for funeral arrangements.
- 9.3 Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- 9.4 Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed.
- 9.5 When requested to collect Cremated Remains from Crematoria on behalf of family; the Cremated Remains will only be released to the "Applicant" who signed the Cremation 1 Certificate or the nominated person as stated on the "Disposal" etc. Only with written consent by the Applicant can we release Cremated Remains to a third party.
- 9.6 If family request to act as pall bearers A. Cain (Funeral Services) Ltd. will not be responsible for any injury that occur to any person (s) or damage to coffin/casket or property.
- 9.7 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional a cost per bearer will be charged.
- 9.8 A. Cain (Funeral Services) Ltd. will not be responsible if third party (crematorium, cemetery, places of worship) for their actions or failures and any complaints must be taken up with them directly.
- 9.9 A. Cain (Funeral Services) Ltd. will not be responsible for the actions or failures of any hired parties or goods that has been provide and arranged independently. This does include if an independently sourced urn (s)/ ashes casket is provided by the family then A.Cain (Funeral Services) Ltd. will charge an additional fee for any transfer of ashes between urn/ ashes casket. A.Cain (Funeral Services) Ltd. will not accept independently sourced coffin/casket.
- 9.10 A. Cain (Funeral Services) Ltd. will not be responsible for actions or failures of any recommend goods or services providers as we have no financial gain or benefits from them and you enter into any arrangement independently with obligation.
- 9.11 All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligation to you on the date or time specified. Where this is the case we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.
- 9.12 A period of two weeks is granted to you to once the removal of the Deceased has taken place and the Deceased has been returned to our private Mortuary to arrange the funeral within. If you wish the funeral to take place out of the time scale an additional charge will be added to the final account. If circumstances out of yours and our control dictate the length of time of the funeral taking place then the additional charge will be revised.
- 9.13 Direct Way Service (unattended Funeral) A. Cain (Funeral Services) Ltd will arrange date and time of funeral at our choosing; notice of the proposed date and time will be provided up to 5 working days in advance; Included is the use of Private Ambulance will be used to convey the deceased to crematorium/cemetery, wheeled bearer will be used, basic coffin and engraved nameplate and collection of the deceased from place of death between the hours normal working hours up to a radius of 15 miles. No additional products or service(s) can be added with the exception of a floral tribute. Payment in full is required 48 hours before funeral.

#### 10. Agreement

- 10.1 Your instructions will not create any rights enforceable by virtue of the Contracts enforceable by virtue of the [Contracts Rights of Third Parties Act 1999 by any person not identified as our client.
- 10.2 If any of these Terms are unenforceable as drafted:-
  - 10.2.1 it will not affect the enforceability of any other of these Terms; and
  - 10.2.2 if it would be enforceable if amended, it will be treated as so amended.
- 10.3 The parties agree that these Terms along with estimates and services accounts constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter
- 10.4 Notwithstanding anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.
- 10.5 Our liability is excluded to the maximum extent permitted by law including any implied terms.
- 10.6 No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.
- 10.7 These Terms are subject to English Law. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms you submit to the non-exclusive jurisdiction of the English courts.

#### A. Cain (Funeral Services) Ltd. | Disclosure of Interests Ultimate Owners

A.Cain (Funeral Services) Ltd is owned by Mr Simon Andrew Cain Murray, Mrs Julie Anne Murray and Mr Benjamin Andrew Cain Murray

#### Business or material financial interests in a price comparison website

A.Cain (Funeral Services) Ltd does not have any business or material financial interest in price comparison websites that compare Funeral Director Services and/or Crematorium Services and their respective prices.

#### Register of charitable donations to third parties connected to the funeral sector

A.Cain (Funeral Services) Ltd has not made any charitable donations of above £250 to third parties connected to the funeral sector in the last 12 months.