

# Terms and Conditions

These Terms and Conditions are the terms for the provision of services by us, **Little and Caine (Funeral Directors)**, of 48 ULVERSTON ROAD, Dalton-in-Furness, to you, **the Client**.

We are a member of the National Association of Funeral Directors and 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

1.1 We will provide an estimate of sums due if requested by you. The estimate provided sets out the services 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 the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration where circumstances occur outside of our control and where your requirements change.

1.2 We may not know the amount of Disbursements in advance of the funeral, 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 in the final account.

## 2. Payment

2.1 All Disbursements, unless otherwise agreed, are to be paid for in advance where a claim for funeral expenses is being processed with DWP.

2.2 The Final account is due for payment within 30 days of our invoice, unless otherwise agreed by us in writing.

2.4 If you do not make payment to us by the due date, we will charge you interest on the overdue sum at the rate of 4% per month. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We may recover the cost of taking legal action to enforce payment.

## 3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by us and will form the basis of the Contract between us and you. Before signing the Contract for the Provision of Funeral Services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

## 4. Orders

4.1 All Orders for Services will be subject to these Terms and Conditions. A legally binding contract between us and you will be created upon your signing the Contract for the Provision of Funeral Services.

## 5. Providing Services

5.1 All Services will be provided by us in accordance with all relevant laws, rules and regulations.

## 6. Standards of Services

6.1 We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform us as soon as is reasonably possible.

6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

## 7. Our Liability

7.1 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 and Conditions.

## 8. Events Outside of Our Control (Force Majeure)

8.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

## 9. Cancellation & Cooling-Off Period

9.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract if you so wish. This right can be exercised by sending or taking a cancellation notice to the address stated above at any time within the period of 14 days starting from the date of signing the Contract. Notice of cancellation will be deemed as having been served as soon as it is posted or sent to us at the address above or, in the case of electronic mail, from the day it is sent to us.

9.2 You should understand that, should you choose to cancel the contract having given your written authority to commence work, you will be charged for Services provided and/or Disbursements incurred.

## 10. Communication and Contact Details

10.1 In certain circumstances you must contact us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). If you wish to contact us with questions or complaints, you may contact us at the address above.

## 11. How We Use Your Personal Information (Data Protection)-Privacy Policy

11.1 The General Data Protection Regulation ((EU) 2016/679) (GDPR), from 25 May 2018, sets out the principles that we must comply with when processing personal data. and comply with transparency requirements of GDPR. The transparency principles require us to notify data subjects (you) about your personal data and our handling practices through the privacy notice at the time that data is collected. It is a term of our business that you read, understand and consent by signature to our privacy agreement as a condition of our contract with you.

11.2 Data is held in accordance with the Data Protection Act 1998. Full details of which can be requested from our office or read on our website under 'Privacy Policy'

## 12. Other Important Terms

12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

## 13. Governing Law and Jurisdiction

13.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

## Little and Caine Limited

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A MEMBER OF THE NATIONAL  
ASSOCIATION OF FUNERAL DIRECTORS

