

# Independent Family Funeral Directors - Established 1830 -

# Disclosure of Interests

### Ownership

G E Gamble & Sons Independent Family Funeral Directors trades as a Limited Company number 05833069 registered in England & Wales.

The Directors of the Company are Rick Astill & Julia France. The Ownership of G E Gamble & Sons are Rick Astill & Julia France

# Donations, Contributions and Gratuities

There is no business or material financial interest in a price comparison website. There has been no charitable contribution or payment of gratuity to a third party. There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to G E Gamble & Sons Independent Family Funeral Directors.

# **Terms & Conditions of Business**

- 1.1 By signing the funeral arrangement estimate form in the presence of our representatives you agree to abide by these Terms & Conditions and instruct us to carry out the funeral arrangements detailed by yourself. Throughout these terms and conditions, the "Company" is G E Gamble & Sons Ltd. We acknowledge that the Company's obligations and responsibilities should be clearly defined in writing to our clients, who should also be aware of the level of protection offered to them and of their obligations to the Company.
- 1.2 Any changes to these arrangements must be notified to us as soon as possible.
- 1.3 Any changes to personal data particularly concerning the deceased must be notified to us in writing.
- 2.1 Under the Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013 any Client signing a contract with the Company in their home or their place of work, a right to cancel within a period of 14 days (day one being the day the contract is signed). If the Client wishes to cancel this contract, the cancellation must be received in writing within the 14-day cancellation period. Please note that an invoice will be sent to you or your appointed representative for any disbursements already paid.

### Deposit, Price and Payment Terms.

After the arrangement the Company will give you a copy of an itemised cost of the disbursements and our services which have been agreed to supply.

Upon receipt of this, it is the Client's responsibility to advise the Company if any of the instructions do not reflect their wishes.

Lack of communication will be assumed as acceptance of both the instruction and the associated approximate costs.

Every effort will be made to provide an accurate estimate for the cost of the services to be provided. If any of the details are altered by you, after this form is signed, then you accept the necessary reductions or additions applied to the costs.

The Company requires a deposit payment in advance of the funeral date for cost of the disbursements and part of our services.

This payment must be received 3 working days prior to the date of the service.

If a Client fails to make the payment before the required deadline, they will be in breach of the contract to provide those service or goods and the Company may not provide them. Any new arrangement to provide those services or goods will only be made when full payment for them is received

(including any cancellation or penalty fees incurred as a result of the delay in payment)

À dated invoice will be sent to you, or your appointed representative, as soon as possible following the funeral or service provision.

- 3.2 Payment must be made, in full, within 7 days of the account date.
- 3.3 If you become aware that there will be a delay in settling our account, written notice or phone call should be received at our office within the 7 day payment period explaining the situation in full and confirming to us the earliest possible settlement date.
- 3.4 Where an account remains unpaid after 21 days we reserve the right to charge interest at 2% per calendar month on the total outstanding amount.

  If, at its absolute discretion, The Company, deems it necessary, the account will be passed on to a Solicitor, Collection Agency or Court and add all associated charges and fees to the outstanding balance for settlement by the Client.

- We confirm that wherever possible all arrangements will be carried out to your instruction.
- 4.2 We confirm that at all times we will endeavour to provide the best possible service to you in accordance with our own professionalism and the Code of Practice of the Society of Allied and Independent Funeral Directors. We will do our utmost to resolve any problems that might arise.

We hope you will understand, however, that in certain circumstances problems may arise that are beyond our control. The Company may not be aware of individual family circumstance and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances the Company will assist in making alternative arrangements but does not accept any liability for additional costs or losses that may arise as a result of it.

4.3 We confirm as required by law under the Data Protection Act that all personal information supplied to us as confidential and will use our best endeavours to ensure that our subcontractors also treat all personal information supplied to us as confidential. For example; Ministers, Doctors, Coroners Officers etc.

### Clothing & Personal Effects.

The Company transfers the deceased person to its premises as presented at the point of collection unless expressly requested otherwise. All underwear, socks, nightwear and/or soiled outer garments, are treated as waste and disposed of in an appropriate manner. All other garments excluding shoes, which must be removed for cremation and are donated to charity unless express alternative instructions are received at the time are removed and held for 21 days after which time, if not collected (and without further notice) will be disposed of in any way deemed appropriate by the Company. All valuables or keepsakes with the deceased person at the time of collection are recorded and dealt with in accordance with instruction of the Client. When jewellery or any other keepsake item is provided to us for placement into the coffin and left with or on the deceased person during visits to the chapel of rest, the Company is not responsible for its safekeeping and accepts no liability in the event of loss or damage.

### Size of the deceased-person.

At the time the funeral is arranged is it usual for the Company to be unaware of the size (height or weight) of a deceased person. Prices and information or products or services is done so on the assumption that a person is no larger than certain reasonable limits. Once known the company takes account of the size of the deceased person as there are limitations on every product and service in relation to size (weight and or dimensions). The company's preferred method of movement during a funeral is to shoulder carry a coffin, but under current Manual Handling Regulations a risk assessment is carried out prior to each movement. If this assessment indicates there may be an avoidable risk which is unacceptable, the Company will deploy the use of either a wheeled bier or additional staff or both. Where size exceeds any of the limits of the Company or third parties involved, the Company may at its absolute discretion make any changes deemed necessary and any additional cost involved in these changes will be shown on the Company's final invoice.

## Complaints.

If you wish to make a Complaint a copy of our written Complaints Procedure is available on request.

The Company is a member of the National Society of Allied and Independent Funeral Directors (Member 726) and subscribe to its current Code of Practice, a copy of which is available upon request. The Company acts in a professional manner and provides a courteous, sensitive and dignified service to you. We acknowledge that some of the subject matters may not be considered acceptable to all clients, however it may be necessary to hold that discussion with the best interests of either the deceased person or client at heart. If the Client has a complaint or concern about the service provided, please contact the Company in writing addressed to The Managing Director, G E Gamble & Sons,

57 High Street, Syston, Leicester, LE7 1GQ; in the first instance. If that does not resolve the issue to your satisfaction, please direct your concern to Professional Standards Chairman, SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB. This is a simple, free and independent service for effective dispute resolution, further details of which can be found online at https://saif.org.uk/about-saif/complaints/ or ask the Company for a leaflet.

### Retention of Title.

Goods such as Headstones and Ornaments purchased on your behalf shall remain the property of The Company (G E Gamble & Sons) until payment is received in full.

### Variation.

No addition to or variation of, these conditions will bind us unless it is specifically agreed in writing, and signed by the manager of the company.

"We" and "Us" refers to G E Gamble & Sons, 57 High Street, Syston, Leicester, LE7 1GQ. "You" and "Yourself" refers to person instructing us to carry out the funerals.

"Appointed representative" refers to an Executor, Solicitor, Bank, Building Society, Probate Administrator or other person handling the affairs of the deceased.