

Terms of Business from 31st January 2021

1 General - Throughout these terms and conditions, the “Company” is E C Gilbert Ltd. or any subsidiary or trading name used by it (shown above). 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.

The Company has no independent means of establishing who has the legal right to arrange a particular funeral and will therefore contract with any person that presents themselves to have the authority to arrange the funeral whether as Next of Kin, Executor of the Estate, acting on the instructions of at least one of those individuals (or in the absence of such an individual), in their own capacity to arrange the funeral. Herein called the “Client”.

The Company employs highly qualified, experienced and capable staff who use their best endeavours to ensure that the requests of its clients are honoured. During the period of the contract the Company representative 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.

2 Changes to Funeral timings, additional services or failures - Dates and times of funerals cannot be guaranteed until final bookings are made and confirmations received from all third parties involved. From time to time, even after confirming details to its client, the Company is forced to make other minor changes to arrangements and timings due to reasons beyond its control therefore timing is not the essence of this contract. Wherever possible any changes will be notified to the Client in advance however the Company accepts no liability for delays caused by a third-party supplier or any other factor outside of its control and in such circumstances the Company’s charges remain payable in full.

The company always attempts to contact its Client to agree changes but that is not always possible. If the Company cannot contact the Client it assesses the situation and acts in what it believes to be the best interests of the Client. It reserves the right to make additional charges for any extra services provided which will be added to the final funeral account.

3 Estimation of Cost - Following the arrangement meeting the Company will send you a letter of confirmation and an itemised cost estimate of the goods and services it has agreed to supply, both directly and through third party suppliers and a reasonable indication of charges likely to be incurred. 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. VAT will be applied at the applicable rate where appropriate.

4 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 14 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.

5 Size of the deceased-person - At the time the funeral is arranged it is 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.

6 Termination and YOUR RIGHT TO CANCEL THE CONTRACT - 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 to The Company Secretary, E.C. Gilbert Ltd, Funeral Directors, 33 Oaks Road, Great Glen, Leicestershire, LE8 9EF (or any other office of The Company). Please note that until the cancellation notice is received the Company will be unaware of the Client’s intention to cancel. If you have not received a telephone call from us confirming its receipt, please telephone us as we cannot be responsible for delays in receipt of such a notice.

If the Client wishes the Company to provide goods or services before the end of the 14-day cancellation period, the Company requires the Client’s written consent, following which the Client become liable for payment for all goods or services provided after that written consent is provided. A suitable consent is included within the client agreement (clause A on the opposite page). This may be deleted before the client signs the agreement to delay provision of any service or goods until after the 14-day cancellation period has ended, if the client so wishes.

7 Deposit – the Company requires a deposit payment in advance of the funeral date for some services or goods, as detailed in section 9. 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).

8 Final Account – The Company will usually produce its final account 7 days after the date of the funeral. It will itemise the applicable charges that make up the final account and note aggregated payments already made (except where covered by a pre-paid fund). The final account may vary from the estimate as it will include any goods or services instructed since the estimate was generated. Any values of third-party costs may be updated to their usual gross price if different to the estimated value. Any errors found subsequent to the compilation of the estimate will be rectified on the production of the final account.

9 Payment and payment terms – The Company will forward the final account to another person if instructed by the Client. However, the Client is personally responsible for the full payment of all charges and disbursements. Re-directing the final account does not discharge that responsibility. The Client remains responsible until payment is received in full. This includes any outstanding balance remaining if either not paid or covered in full (if applicable) by the person to whom the final account was re-directed, the DWP or the administrator of the deceased person’s estate. In any case the Client is responsible for ensuring payment within the payment terms set out below.

- The Company requires a deposit payment equal to the value of disbursements paid to third parties, 3 working days in advance of the funeral date for the total estimated cost of a bespoke funeral.
- The Company requires a 50% deposit payment, 3 working days in advance of the funeral date for the total estimated cost of its attended funeral package.
- The Company requires a 100% deposit payment, 3 working days in advance of the funeral date for the total estimated cost of exhumation, assistance when working without a Funeral Director, and an unattended funeral.
- The Company may require payment in advance of placing a manufacturing or delivery order of any item (including coffins or caskets) over the value of £2000.
- The Company retains the ownership of all goods, service and third-party supplies for a specific contract until payment for the full and final invoiced amount is received.
- The Company does not make a surcharge for payments made by debit or credit card; however, we cannot accept American Express or Reward Credit Cards.
- The final account is due for payment in 30 days from the date of issue unless otherwise agreed in writing. If the Client or other person to whom the account has been passed, fails to pay us, the Company may charge interest. Interest will be charged from the first day of the calendar month following the date the final account is due. (e.g. 1st of July for an account dated 12th May). At a rate of 1.5%, added on that first calendar day, plus a further 1.5 % to any outstanding balance of the first day of each calendar month thereafter until paid in full.
- 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.

10 Complaints – The Company is a member of the National Association of Funeral Directors and subscribe to its current Funeral Director Code, 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 Company Secretary, E.C. Gilbert Ltd, Funeral Directors, 33 Oaks Road, Great Glen, Leicestershire, LE8 9EF; in the first instance. If that does not resolve the issue to your satisfaction, please direct your concern to NAFD Resolve, 618 Warwick Road, Solihull, West Midlands, B91 1AA this is a simple, free and independent service for effective dispute resolution, further details of which can be found online at www.nafd.org.uk/resolve or ask at any branch office of the Company for a leaflet.



CANCELLATION NOTICE

If you wish to cancel your contract with the Company you must do so in writing. You may wish to do so by using this slip in accordance with clause 6 of our terms and conditions overleaf

I (name of Client).....
confirm that I wish to cancel the contract with E.C. Gilbert Ltd (or any subsidiary or Trading name of it) for the provision of the funeral for the late
(name of deceased person)
Date of birth:..... Date of death:.....
My telephone number for confirmation of receipt of this cancellation is.....
signed:..... Date of signature: