

Definitions

Company - Neville Funeral Service Limited, company registration number 01999084 . Neville House, Marsh Road, Luton, Beds LU3 2RZ. Telephone 01582 490005

Client/You - The person or persons signing to accept the estimate or who has provided written instruction to the Company to proceed with services estimated.

These Terms and Conditions apply to both on and off premises instruction to proceed from the customer to the Company.

As a family owned company Neville Funeral Service aim to provide you with a professional service which is both courteous and dignified. We work in line with the National Association of Funeral Directors' Code of Practice, of which we are a member.

1. Estimates and Expenses

Our estimate is based on the information available and shared on the date that it is provided. We will make every effort to ensure that this is as accurate as possible however, we have no control over changes made by you the Client. These changes after the date of the estimate may result in an alteration of the final cost liable by you the Client.

Any changes made by you the Client will only be accepted in writing and in a reasonable time [at least 48 hours prior to delivery of any part of the service]. Every effort will be made to ensure that the changes are carried out in full as long as enough time is available to make the change.

Third party charges if known and indicated on your estimate may be subject to change without prior notice. This is beyond our control and such changes will be detailed on your final account.

When two or more persons accept the estimate, they all do so with joint and several liability for the full payment of the account.

VAT will be charged at the applicable rate at the date on the final account on those items relevant.

All dates and times provided on the estimate or anytime during the funeral arrangement cannot be guaranteed. These arrangements may be subject to change without prior notice by circumstances beyond our control. In this event we cannot be held responsible for any cost incurred as a result.

2. Payment Arrangements

All disbursement and third party costs for Simply and Uniquely funerals are required to be paid four days prior to the funeral with all other amounts outstanding to be paid within thirty days of the date of invoice, as indicated on the signed estimate in agreement with you the Client at the time of the arrangement.

All costs for Directly and Repatriation funerals are required to be paid no later than four days prior to the funeral/ repatriation taking place, as indicated on the signed estimate in agreement with you the Client at the time of the arrangement.

If you the Client fail to pay by the invoices by the due date we reserve the right to charge you interest at 5% above our banks base rate from that date. Interest may be calculated on a daily basis until the account is cleared.

When there is joint and several liability the Company reserve the right to pursue any outstanding obligation against one Client including any arising costs.

We also reserve the right to use a recovery agency to recover any unpaid amount against the account and any costs incurred through the engagement of these services will be paid for by you the Client.

All other legal and administrative costs incurred by the Company while recovering any unpaid account will be paid in full by you the Client.



3. Indemnity

If you the Client makes changes or fail to comply with these Terms and Conditions you agree to pay all direct and indirect financial costs and expenses incurred as a result together with any administration and legal costs incurred to recover said monies. You also agree to pay any bank charges incurred as a result of any payment being rejected by the banks.

4. Data Protection

As part of providing our service to which you the Client have instructed us, we will be required to pass personal data and information to third parties. We will always comply with the law regarding the personal data as controlled by the Company as defined in the General Data Protection Regulation 2018 and the Data Protection Act 2018. Further information about how we process data can be found in our privacy policy which can be found on our website: www.nevillefuneralservice.com.

5. Termination

Should you fail to observe your obligation in any way under this agreement the Company reserves the right to terminate the agreement. In this instance you will be invoiced for any services which you the Client have already received and any third party charges we have either paid or are committed to.

If you the Client choose to terminate your agreement with the Company then this should be done in writing. Once this is received you will be invoiced for any services which have already been received and any third party charges the Company have either paid or are committed to.

6. Cooling off Period

“Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013” gives you the right to terminate this agreement in the cooling off period of fourteen days, from when this agreement is made. In agreeing these terms and conditions and to the date of the funeral however, you the Client is are requesting the immediate commencement of the provision of services during the cooling off period . If you choose to terminate this agreement then this must be done in line with Condition 5. In this event, you the Client will be required to pay for any services that were received prior to the termination or any third party cost levied upon us the Company during this time.

7. Complaints Procedure

The Company treats any complaint seriously. If you ring any of our branches the member of staff who you speak to will fill in one of our client complaint forms and will ask you a number of questions regarding our service. This will then be passed to the department or branch manager and not to the member of staff whom you have previously dealt with. Every effort will be made to respond – either by telephone, email or letter – within 48 hours of your complaint.

If we are unable to satisfactorily resolve your complaint you may use Resolve which provides an independent procedure to resolve complaints. You must apply in writing to Resolve and you can get a copy of their leaflet from any of our branches.

If you submit your complaint in writing, either by letter or email, it will be dealt with in the same way.

8. Agreement

Any variations following the initial agreement amounts to a continued acceptance of these Terms and Conditions unless a specific waiver is received in writing and signed by a Director of the Company.

You the Client agree that these Terms and Conditions take precedence over any other terms.

9. General

Any memorial removed and stored by the Company is done so entirely at the Clients risk and we the Company cannot be held responsible for any damage and no insurance is held by our company.

Any valuables on display for private viewing are done so entirely at the Client’s risk and no responsibility or insurance is held by the Company.

Cremated remains held by the Company are done so entirely at the Client’s risk and no insurance is held by the Company. The Company also reserves the right without additional consent to scatter these remains if not collected within 2 years of the cremation date.

These Terms and Conditions are governed by English Law and the English courts shall have exclusive jurisdiction to settle any dispute arising under these Terms and Conditions. However, these terms do not affect your statutory rights.

