

Simplicity Cremations Terms and Conditions

SIMPLICITY CREMATIONS TERMS AND CONDITIONS

These are the terms and conditions on which **we** will provide the Simplicity Cremation Unattended Cremation product.

Please ensure that **you** read these terms and conditions before proceeding with the service. **By making a payment you agree to be bound by the terms and conditions set out below.**

Simplicity Cremations is a trading name for Dignity Funerals Limited, who is the provider of the Simplicity Cremation Unattended Cremation Product. Dignity Funerals Limited registered office is at 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands, B73 6AP, under company number 00041598. These legal terms and conditions are between you and Dignity Funerals Limited, and the law of England and Wales apply.

If your funeral is being conducted in Scotland, it will be delivered in line with the Scottish Government's Funeral Director Code of Practice [Introduction - Funeral Director Code of Practice - gov.scot](#).

1. DEFINITIONS

1.1 When the following words are used and are in bold in this **Agreement**, this is what they mean:

"Agreement" means this **agreement** between you and **us** for provision of the **Services**, incorporating the terms and conditions below;

"Cancellation Charge" means the fee charged if you cancel. Further details are set out in section 12 YOUR RIGHT TO CANCEL AND REFUND;

"CMG crematorium" means a crematorium owned and/or operated by the Crematoria and Memorial Group, which is one of the trading names of Dignity Funerals Limited.

"DWP Funeral Payment" means a registered payment offered by the Department of Work and Pensions intended to help pay for a funeral;

"Fees" means total amount payable including VAT for the **Services we** agree to provide;

"Services" means the **services we** agree to provide as set out in the sections 5 WHAT PRODUCTS/SERVICES ARE INCLUDED & 6 WHAT PRODUCTS/SERVICES ARE NOT INCLUDED.

“**we**”, “**us**” or “**our**” means Simplicity Cremations, a trading name for Dignity Funerals Limited, a company registered in England (registered number 00041598), with registered address 4 King Edwards Court, King Edwards Square, Sutton Coldfield, B73 6AP; and

“**you/your**” means the person who enters into this **Agreement** by making payment of the **Fees**.

2. HOW TO CONTACT **us**

If you need to talk to **us** about anything, **you** can:

- Email us: customercare@simplicity.co.uk
- Phone us: 0808 304 8297

3. HOW WE’LL CONTACT YOU

We’ll contact **you** in English using email, phone or post to your home address. If any of your details change, please let **us** know as soon as possible.

4. WHO CAN ARRANGE A FUNERAL

4.1 By entering into this **Agreement** you confirm that:

4.1.1 **you** are over 18 years old.

4.1.2 **you** have the legal authority to arrange the funeral for the person who has died, this typically means **you** are either an executor named in the will or an administrator under the rules of intestacy.

4.1.3 **you** have agreed the funeral arrangements with all other executors and beneficiaries before proceeding.

4.1.4 **you** are aware that if **you** do not have the legal authority to arrange the funeral and a claim is made against **us**, **you** will be liable for any resulting losses or costs.

4.1.5 **you** will pay the **Fees** to **us** as set out in this Agreement.

4.1.6 the person who has died is currently located in mainland Great Britain.

4.2 By paying the **Fees**, **you** are making an offer to purchase funeral **services** from **us** on the terms set out in this **Agreement**. **we** are entitled at **our** absolute discretion to accept or decline this offer.

5. WHAT PRODUCTS/SERVICES ARE INCLUDED

5.1 By entering into this **agreement we** agree to provide the following **Services** as standard:

- Collecting the person who has died, and caring for them respectfully until the cremation
- Specialist support from **our** funeral advisors
- A coffin and urn
- An unattended cremation without a service (a ‘direct cremation’) at a **CMG crematorium**
- Preparing the ashes for **you** to collect from the **CMG crematorium**, or scattering the ashes at the crematorium’s garden of remembrance on your behalf

5.2 In some circumstances **you** may need additional **services**. The **services** Simplicity Cremations offer are listed below and incur an additional **fee**:

- Urgent collection - when someone needs to be collected from a location without a mortuary. This is typically the case when the person has died at home or in a care home and **we** need to bring them into **our** care quickly
- Removing a medical device
- Choice of urn
- Hand-delivery of the ashes
- Dividing the ashes between multiple urns

You will be told the additional **fee** verbally for each of these **services** before entering into this agreement.

Note: Where **you** have chosen for the ashes to be hand-delivered, **we** will deliver them to **you** within the timescales set out at the point of sale and throughout your journey with us.

Where **you** have chosen to collect the ashes, they will be available from the **CMG Crematorium** shortly after the cremation date. **we** will contact **you** with the information you need.

We will always try to contact **you** by phone, email or post to arrange collection or delivery of the ashes. If **we** are unable to reach **you** after a period of 12 months, **we** reserve the right to scatter the ashes in the Crematorium's garden of remembrance. **We** will make every effort to contact you to reunite **you** with the ashes before **we** make this decision.

6. WHAT PRODUCTS/SERVICES ARE NOT INCLUDED

Please note that the following **services** are not provided for by Simplicity Cremations:

- Registering the death
- Repatriating the deceased to within mainland Great Britain
- Allowing visits or viewings of the person who has died once they are in **our** care
- Choosing the cremation date or location
- Attended service at the crematorium
- A procession
- A minister/officiant
- Dressing the deceased in alternative clothing
- Adding any personal items in to the coffin of any nature
- Interment - putting cremation ashes in a permanent resting place that people can visit
- Scattering of ashes as at a crematorium different to where the cremation took place
- Scattering of ashes witnessed by funeral director, family or friends
- Delivering ashes to an address outside mainland Great Britain
- A memorial or newspaper notices

7. FEES

7.1 The total fee payable to **us** for the funeral shall be dependent on the **Services** you have chosen as per section 5.1 & 5.2 of this **Agreement** and are inclusive of VAT.

8. PAYMENT

8.1 The **Fees** must be paid in full before **we** perform any **Services**. Payment shall be made by debit or credit card over the telephone during the initial instruction and arrangement call.

8.2 If **you** have made or intend to make an application for a **DWP Funeral Payment** or any other financial assistance or grant to help you pay for the funeral, it is important to remember that in all circumstances **you** will still be responsible to **us** for payment of all of the **Fees**.

9. VALUABLES

9.1 To avoid the risk of loss or damage to the jewellery or valuables of the person who has died, **we** would advise that **you** remove such jewellery or valuables before **we** bring them into **our** care. If **you** decide to leave any jewellery or valuables with the person who has died **you** will be doing so at your own risk.

9.2 **You** should not assume that **we** are aware of jewellery or other valuables on the person who has died. Even if **we** are aware of them **we** cannot accept responsibility for their safekeeping.

10. **our** LIABILITY TO YOU

10.1 **we** are not responsible for delays or disputes outside **our** control, or if something was unavoidable despite **us** using reasonable care and skill to avoid it. So **you** won't be able to claim against **us** if your losses resulted from circumstances that **we** couldn't or shouldn't have been expected to know about. This includes:

- disagreements over funeral arrangements or ashes.
- **you** gave **us** information which was inaccurate
- **you** acted fraudulently
- **you** failed to tell **us** about a likely disagreement or dispute over the funeral or who has the legal authority to arrange the funeral
- jewellery or valuables are lost or damaged
- **you** used **our** service in breach of these terms
- Any delays or failure in performance under these terms resulting from acts beyond **our** control, such as a pandemic, flood, war, emergency or electricity failure

We're not liable or responsible for verifying, investigating, advising on or checking:

- your identity
- whether **you** have the legal authority to arrange the funeral

10.2 If **we** fail to comply with this **Agreement**, **we** are responsible for (and only for) loss or damage you suffer that is a foreseeable result of **our** breach of the **Agreement** or **our** negligence.

10.3 Except as stated in clause 10.4 below, our total liability to **you** for any breach of this **Agreement** or negligence relating to this **Agreement** is limited to a sum equivalent to the total amount payable by **you** to **us** under this **Agreement**.

10.4 **we** do not exclude or limit in any way **our** liability for:

10.4.1 death or personal injury caused by **our** negligence or the negligence of **our** employees, agents or external suppliers;

10.4.2 fraud or fraudulent misrepresentation; and

10.4.3 any other liability that cannot be limited or excluded by law.

10.5 Your statutory rights are not affected by any statement contained in this Agreement. In particular, your rights are not affected by any provision which may have the effect of limiting **our** liability to **you** in the event that any service **we** provide is defective or fails to correspond with the description of the **services we** have provided. Advice about **your** legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

11 **our** RIGHT TO CANCEL

11.1 Subject to 11.2 and 11.3, **we** have the right to withdraw or amend the **Services** for a material reason (something significant that impacts the **Services**). Where **we** can, **we** aim to let you know why **we** are cancelling or amending in advance. If this happens, **we** will discuss alternative arrangements with you and work with you to find an alternative resolution.

11.2 Some reasons why **we** may cancel or suspend **our** service if **we** believe you have:

- broken the terms of this **Agreement**
- put **us** in a position where **we** might break the law
- broken the law or attempted to break the law
- given **us** false or inaccurate information at any time
- been abusive to anyone at Simplicity Cremations
- told **us** information which means in **our** reasonable opinion that **our Services** are not right for **you**

11.3 **we** may also cancel the service if:

- **you** don't, within a reasonable time of **us** asking for it, provide **us** with information, cooperation or access that **we** need to provide the service
- There is a dispute or delay that makes the funeral impossible (for example in the organisation of the funeral)
- An event outside of our control

11.4 If **we** cancel your access to the **Services**, we'll refund **you** any money that you've paid to us.

12 YOUR RIGHT TO CANCEL AND REFUND

12.1 **You** can request to cancel this **Agreement** by contacting **us** using the details in section 2 HOW TO CONTACT US.

12.2 Subject to 12.3, you can cancel this **Agreement** without being charged within fourteen (14) days of payment of the **Fees** ("Cooling Off Period"). If **you** cancel after the Cooling Off Period, you will be charged £230 ("**Cancellation Charge**").

12.3 By entering in to this **Agreement**, **you** authorise **us** to commence providing the **Services** during the Cooling Off Period, and acknowledge that **we** may begin, and where relevant, complete the provision of the **Services** during the Cooling Off Period. The

following charges may also be applied in addition to the **Cancellation Charge** upon cancellation where **we** have already begun to deliver the **Services** under this agreement:

12.3.1 If **we** agreed to collect the deceased from a location without a mortuary and have already done so, the additional **fee** associated with providing this service is non-refundable.

12.3.2 If **we** have completed providing all the **Services** during the Cooling Off Period, or incurred costs in performing the **Services** such that they account for a 100% of the **Fees**, **you** shall not be entitled to a refund.

13. HOW TO CONTACT **us** OR MAKE A COMPLAINT

13.1 If **you** wish to contact **us** for any reason, **you** can contact **our** representative(s) using the contact details provided to you following your application for the **Services** or, if you would prefer, **our** central Complaint Resolutions Team.

13.2 **we** pride ourselves on **our** service, so **we** hope you never have cause to complain, but if **you** ever do, **we** promise to take it seriously and respond quickly and fairly. In the first instance, if **you** have any questions or concerns, speak to a member of the team as they may be able to answer any queries you have directly. If **you** decide you'd like to make a formal complaint, **you** can do this in several ways:

- Speak directly with someone in the team
- By phone: Complaint Resolutions Team on 0800 783 7171
- By email: complaint.resolutions@simplicity.co.uk
- By post: Dignity Funerals Limited, 4 King Edwards Square, Sutton Coldfield, West Midlands B73 6AP

13.3 They will do their best to make things right. But if **you** are dissatisfied with the response from them, **you** may be able to take the matter further. Simplicity Cremations, as part of Dignity Funerals Limited, is registered with the National Association of Funeral Directors (NAFD) an independent organisation whose Code of Practice **we** follow. **You** can contact them:

- By phone: 0121 711 1343
- By email: info@nafd.org.uk
- By post: NAFD LTD, 618 Warwick Road, Solihull B91 1AA

14 GENERAL TERMS

14.1 Enforcing **our** rights

If **we** do not enforce **our** rights under this agreement, or delay in doing so, this will not restrict **our** ability to enforce those rights now or in the future.

14.2 Separate terms

Each term in this **Agreement** is separate from the others. This means that if one or more term becomes illegal or unenforceable, this will not affect the other terms. The other terms will apply as if the illegal or enforceable term had not been included in this **Agreement**.

14.3 Who can enforce these terms

No one other than the following people will have any rights under, or will be able to enforce the terms of this **Agreement**:

- **You**; and
- **Us**

14.4 Law and jurisdiction

Your Agreement with **us** is governed by English law. The courts of England and Wales will have jurisdiction in relation to any claims or disputes of any nature that arise under or in relation to the plan. If **you** are resident in Scotland or Northern Ireland, **you** can raise an action in your local courts.

The following rules of interpretation also apply:

Any reference to a “month” is to a calendar month and any reference to a “day” is to a calendar day, unless **we** say otherwise. A “working day” means any day from Monday to Friday but excluding bank holidays and public holidays in England and Wales.

The singular includes the plural and vice versa, and any reference to one gender includes all other genders.

Where **we** refer to any law, this includes any changes to that law, or any law which replaces it.

The headings used in the terms and conditions are for convenience only, and do not affect how the terms and conditions should be interpreted.

Where **we** use words like “includes”, “including” and “for example”, these are for illustration only and do not limit the meaning of the surrounding words.

14.5 Other important terms

Our registration number with the Information Commissioner’s Office is Z6698248. We collect, store and use your personal information to provide and manage the relevant funeral service. For information on how we do this, see our privacy notice. If you would like a paper copy of our privacy notice, just let us know.

You may supply information about another person or other people to us when you buy a funeral. You confirm that you have their permission to pass on their details, including any sensitive data to us and that they agree to us holding and processing their information and data. Data provided to us will be processed in accordance with our privacy policy.

Simplicity Cremations is a trading name for Dignity Funerals Limited. A company registered in England No. 41598. VAT Reg No. 486 6081 14. Registered Address: 4 King Edwards Court, King Edwards Square, Sutton Coldfield, B73 6AP. To find out how we store and process your data, visit www.simplicity.co.uk/privacy-policy