
Website terms of service

What's in these terms?

These terms tell you the rules for using our website www.simplicity.co.uk (our site).

Who we are and how to contact us?

Simplicity Cremations is a trading name of Dignity Funerals Ltd ('we', 'our', 'us'). We are registered in England and Wales under company number 00041598 and have our registered office at 4 King Edwards Court, King Edward Square, Sutton Coldfield, West Midlands, B73 6AP, UK. Our VAT number is 486 6081 14.

You can contact us by email at company.secretary@dignityuk.co.uk or by telephone on 0121 354 1557.

Use of the website

By using our website you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

Other terms which may apply to you

Depending on the way you use our website, the following additional terms will also apply to you:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all the data you provide is accurate.
- Our [Cookie Policy](#) which sets out information about the cookies on our site.

- Our product terms, which are the terms relating directly to any products you buy from us. Links to these terms can be found at the top of this page.

We may make changes to these terms

We amend these terms from time to time. When you use this website, please check this page to see our latest terms and how they apply to you.

We may make changes to our site

- We may update and change our site or our Privacy Policy from time to time to reflect changes to our products, our users' needs and our business priorities.
- We may suspend or withdraw our site.
- Our site is made available free of charge.
- We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are also responsible for ensuring that anyone who uses your internet connection to access this site is aware of these terms of use and any other terms and conditions that apply, and that they comply with them.

Your responsibilities

You must keep your account details safe

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that your password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. In such a case, we reserve the right to immediately withdraw or suspend access and/or alter your password.

How you may use material on our site

We have made this website available to you for your non-commercial use. We may modify, withdraw or deny your access to this website at any time.

We grant you a non-transferable, non-exclusive, revocable, limited licence to use and access our website for your own personal, non-commercial use. In using our website you agree not to:

- license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit our website, whether in whole or in part, or any content displayed on it
- modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of our website
- access our website in order to build a similar or competitive website, product, or service
- except as permitted in our terms, not copy, reproduce, distribute, republish, download, display, post or transmit our website in any form or by any other means

This website and all the materials contained in it are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics, documents, on the website, as well as other content such as articles, reports, presentations, stories, logos, trademarks (registered or unregistered) and other text.

Excluding any user content (meaning any and all information and content that you submit to, or use with our website), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in our website and its content are owned by us or our suppliers. Neither these terms or your access to our website transfers to you or any third party any rights, title or interest in or to such intellectual property rights and we reserve all rights not granted in these terms and conditions. There are no implied licences granted under these terms.

You may print or download materials from this website for your non-commercial use or copy the content to other individuals for their personal information provided that:

- no materials are modified in any way
- no graphics are used separately from accompanying text
- our copyright and trademark notices appear in all copies and you acknowledge this website as the source of the material
- the person to whom you are providing these materials is made aware of these restrictions.

Do not rely on information on this site

The content on our site is provided for general information and interest purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

While we try to ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website.

Nothing on this website constitutes the provision of, or an offer to provide, financial, investment, tax, legal, professional or other advice in any way. Nothing on this website should be taken as an invitation to or a recommendation to buy, sell, underwrite or subscribe for or hold any securities in Dignity Funerals Ltd or any of its products or services.

Nothing on this website should be regarded as being a financial promotion for any securities in Dignity Funerals Ltd or any of its products or services. However, please note that the price of securities and other investments, and the income from them, can go down as well as up, and you may lose your original investment, and that past performance is not necessarily a guide to future performance.

The content of this website is for information only and is not tailored for any particular investor. You should not rely on it; you should rely on your own judgement before making any investment and on all publicly available information and if you are in doubt about what to do you should seek independent advice before making any investment decisions.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us.

Our responsibilities

Our responsibility for any loss or damage you have suffered

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply depending on the products we are supplying to you. Please refer to the terms & conditions of the relevant product.
- We do not guarantee that this website will be compatible with all or any hardware and software which you may use.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- We are only liable to you for losses which you suffer as a result of a breach of these terms by us. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaching

these terms and conditions, for example if you and we could not have contemplated those losses before or when you access this website.

- Our liability to you shall not in any circumstances include any business losses that you may incur, including but not limited to lost data, lost profits or business interruption

If you are a consumer (not a business or an organisation):

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards in those terms.

You warrant that any such contribution does comply with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in these terms.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must

not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the contact details on our website.

Contracting online

Nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these terms and conditions which govern the relationship between us in relation to your use of the website.

If you make a contract with a third party who is named or referred to on this website, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

Legal

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the

courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trademarks are registered

Simplicity Cremations is a UK registered trade mark of Dignity Funerals Limited. You are not permitted to use it without our approval, unless they are part of material you are using as permitted under Section 8 (How you may use material on our site).

Simplicity Cremations is a trading name for Dignity Funerals Limited. Dignity Funerals Limited is registered in England No. 00041598. VAT No. 486 6081 14. Registered office is: 4 King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP. Dignity Funerals Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 967130.