

TERMS AND CONDITIONS

Sims and Jones Funeral Directors Services

Please read all these terms and conditions carefully: they are the legal basis upon which we provide our services to you. These terms will apply to the arrangement of the funeral by us. When we accept your instructions you and we will be legally bound by these terms.

These terms tell you who we are, how we will provide our services to you, how you or we may change or cancel the Contract should your plans change etc, what to do if there is a problem and other important information.

We are members of the National Society of Allied and Independent Funeral Directors, and abide by its code of practice, a copy of which is available on request or via the link below. Members must conduct themselves in a totally professional manner, and behave sensitively, with courtesy and complete dignity at all times, both privately and professionally.

<https://saif.org.uk/wp-content/uploads/2018/03/Code-of-practice-updated-March-2018.pdf>

Information on how to contact us.

You are entering into a contract with Sims and Jones Funeral Directors Limited. We are a limited company with our registered office at 240 Jersey Road, Bonymaen, Swansea, SA1 7DL. Telephone 01792 700501.

Estimates and Expenses.

Sims and Jones Funeral Directors Limited operate a pricing policy in compliance with the Code of Practice of the National Society of Allied and Independent Funeral Directors.

Our price list provides clients with a full and detailed explanation of our charges as required by the Code. We also offer a number of transparent funeral options, again, all details are set out in a detailed explanation. These funeral options include disbursements, e.g Cremation fees / Burial Fees etc.

The estimate sent to you before the funeral sets out the services we agree to supply, as requested and discussed with you. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, there are charges that are liable to alteration particularly with the third parties disbursements.

We will request that the third party charges are settled in advance of the funeral.

If you amend your instructions we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.

Sims & Jones

Trefnwyr Angladdau Annibynnol
Independent Funeral Directors

Payment Arrangements

The funeral account is sent two days following the funeral and is due for payment within fourteen days of our account, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we may charge you interest:

- at a rate of 2% above our bank's Base Rate from time to time in force;
- calculated (on a daily basis) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any Judgment (unless a Court orders otherwise).

In certain cases, the Department for Work and Pensions (DWP) may contribute to the cost of the funeral. We will give you general information about this but it is your responsibility to check whether this applies to your specific circumstances relating to this funeral. Payments made by DWP will not cover the full amount owing and you will be required to pay the remaining balance.

We request that disbursements are paid up front ahead of the funeral. This amount will be a minimum of £1000 for Cremation, and the full cost of disbursements for a Burial.

Data Protection

We will ensure that the personal data provided to us will be treated confidentially and will be held securely.

You have the right to request that we should provide you all the details we hold about you on your request. You may also request that any information we hold be edited, changed and/or deleted. This can only apply when the person themselves makes the request about their own data. Should the details of a deceased person need to be edited, adjusted or erased this can only be authorised by the person acting as the informant, in the first instance, at the time of making the arrangements.

We will use the personal data you provide to us to:

- a. provide the funeral;
- b. process your payment for it;
- c. pass to third parties who are providing services as part of the funeral as agreed with you.

All personal data will be held in accordance with our policies on data protection and privacy policies from time to time as displayed on our website via this link. <http://www.simsandjones.com/privacy-policy> Data Protection Regulation and any subordinate legislation relating thereto.

Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms.

This means that you are liable to us for losses we incur because you do not comply with these Terms. For example, we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

Sims & Jones

Trefnwyr Angladdau Annibynnol
Independent Funeral Directors

Cooling Off Period

The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority on the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

Termination

Right to cancel (Arrangements made in the client's home or in the workplace of the client)

You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time within the period of 14 days starting on the day of the arrangement. The right to cancel can be lost during the cancellation period if the service is provided in full before the 14 days elapses.

Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

If you wish to cancel the contract you must tell the person named below, in writing, within 14 days.

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions.

Standards of Service

The National Society of Allied and Independent Funeral Directors Code of Practice requires that we provide a high quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person.

If you wish to make a complaint you can contact our General Manager Mr Matthew Sims, in any of the ways listed below:

- By email: matthew@simsandjones.com
- In writing to:
Mr Matthew Sims,
Sims and Jones Independent Funeral Directors Ltd.
240 Jersey Road, Bonymaen, Swansea, SA1 7DL
- By phone: 01792 700501
- In person (by appointment only) at:
Sims and Jones Independent Funeral Directors Ltd.
240 Jersey Road, Bonymaen, Swansea, SA1 7DL.

If you are unhappy with the response you can contact Geraint Jones in any of the ways listed below:

- By email: geraint@simsandjones.com
- In writing to:
Sims and Jones Independent Funeral Directors Ltd. 240 Jersey Road, Bonymaen, Swansea, SA1 7DL



Trefnwyr Angladdau Annibynnol
Independent Funeral Directors

If you are still unhappy with our response you can contact The National Society of Allied & Independent Funeral Directors (SAIF) in any of the ways listed below, quoting our membership number 2575:

- By email: info@saif.org.uk
- In writing to:
The National Society of Allied and Independent Funeral Directors SAIF Business Centre
3 Bullfields
Sawbridgeworth
Herts CM21 9DB
- By phone: 0845 230 6777 or 01279 726 777
- By fax: 01279 726 300

Your complaint will be acknowledged within 7 days then fully investigated. Timescale for findings and final response will vary depending on each individual case and investigation.

Please note that The National Society of Allied and Independent Funeral Directors will not investigate a complaint unless the internal complaints procedure of the Funeral Directors has been exhausted.

If you are still unhappy

If you are still unhappy with the response and final decision of The National Society of Allied and Independent Funeral Directors (SAIF) you can request that your complaint be referred to The Independent Funeral Directors Arbitration Scheme. For more information and to download leaflet of the scheme please visit www.saif.org.uk

Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of our Business. Your instructions will not create any right enforceable by virtue of the Contracts (Rights of Third Parties Act 1999) by any person not identified as our client. If any of these terms are unenforceable as drafted:-

- it will not affect the enforceability of any other of these Terms; and
- if it would be enforceable if amended, it will be treated as so amended.

Nothing in these Terms restricts or limits our liability for death or personal injury.

This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

Our signatures below indicate our agreement with the terms of this contract.

Signed _____

Date _____

Signed _____

Date _____



Trefnwyr Angladdau Annibynnol
Independent Funeral Directors

Trugaredd a gofal yn eich galar
Compassion and care when you need it most

CANCELLATION OF CONTRACT

Complete and return a copy of this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

To: Sims and Jones Funeral Directors Limited
240 Jersey Road,
Bonymaen
Swansea
SA1 7DL

matthew@simsandjones.com

I / We *(delete as appropriate)* hereby give notice that I / we *(delete as appropriate)* wish to cancel my / our *(delete as appropriate)* funeral arrangements for the late _____

Signed _____

Date _____

Name *(block capitals)* _____

Address _____

240 Jersey Road, Bonymaen, Swansea SA1 7DL

T: 01792 700501 **E:** info@simsandjones.com

www.simsandjones.com

Company Registration No: 08944171 Registered address: 240 Jersey Road, Bonymaen, Swansea SA1 7DL


Golden Charter
Funeral Plans

