

DEFINITIONS ARE TO BE FOUND IN SECTION 8

## 1 ACCEPTANCE BY THE COMPANY

- 1.1 The Member must enclose a cheque (made payable to the Trust) for the Initial Payment or the Single Payment as applicable with the completed Application Form. Single payments may also be made by an approved debit or credit card.
- 1.2 The Company may (1) (subject to Clause 1.7) act in accordance with the instructions of, and (2) communicate with, either the Member or the Representative on all matters relating to the Funeral Plan. References in these Terms and Conditions to the Member will therefore include references to the Representative (instead of the Member) where appropriate.
- 1.3 Within 28 days of receipt of a completed application form, the Company will notify the Member of its acceptance or rejection (where the formalities and requirements for applications specified by the Company in the Application Form have not been complied with) of the application. No contract will exist between the Company and the Member until the Company has notified the Member of its acceptance.
- 1.4 If an application is accepted and fully paid, the Company will send the Member a personalised membership card and number and Certificate of Entitlements. If the Total Amount Payable is payable by instalments a provisional membership card will be issued which will be replaced by a membership card and a Certificate of Entitlements when the Total Amount Payable has been paid.
- 1.5 The Member must notify the Company in writing of any change of address or any of the Member's other details specified in the Golden Charter Application Form, as soon as reasonably possible after the change. A change of address outside of the normal area of operation of the Selected Funeral Director may result in an increase in the Funeral Director's Costs and/or Disbursements. If, as a result of a change of address, the Selected Funeral Director (acting reasonably) wishes to increase either or both of the Funeral Director's Costs or Disbursements, the Member must either pay such additional sums to the Trust as the Company may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.6.
- 1.6 A refund of all sums paid will be made in accordance with the directions given in the Golden Charter Application Form provided that written notice of cancellation is received (from the Member or Representative) by the Company within 28 days of the issue of the Company's written acceptance of the application to purchase the Funeral Plan. If written notice of cancellation is received after such 28 day period has expired, the Company will retain the Plan Administration Fee, and will also charge a cancellation fee of £60 and the Selected Funeral Director will retain the Funeral Director Arrangement Fee (if any) and these sums will be deducted from the sums to be refunded. No Funeral Plan may be cancelled after the death of the Member.
- 1.7 In the event of any inconsistency between instructions given by the Member (including any attorney, curator, guardian, or other person legally authorised to deal with the Member's affairs) and by the Representative in relation to the Funeral Plan (including its cancellation) the Company will (subject to these Terms and Conditions) give effect to the instructions of the Member (but with refunds always being dealt with in accordance with the directions given in the Application Form).

## 2 THE SELECTED FUNERAL DIRECTOR

- 2.1 The Company will appoint the Selected Funeral Director as its sub contractor to carry out the funeral arrangements of the Member in terms of the Agreement.
- 2.2 The Member may at any time prior to the date of death, by giving written notice, request the termination of appointment of the Selected Funeral Director and request the appointment of a different Selected Funeral Director. The Company will use all reasonable efforts to comply with that request. If such a change is reasonably capable of being made and is made by the Company it will notify the Member. A change of Selected Funeral Director may result in additional sums being due and payable by the Member at the time of change due to differences in either or both of the Cost of Funeral Director's Services of the new Selected Funeral Director and/or the Disbursements expected to be incurred by the new Selected Funeral Director. If the new Selected Funeral Director wishes to increase either or both of the Cost of Funeral Director's Services or Disbursements or charge a Funeral Director Arrangement Fee, the Member must either pay such additional sums to the Trust as the Company may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.6. The Company will have no liability to the Member if such a change is not reasonably capable of being made (for whatever reason) and is not made. If the appointment of a different Selected Funeral Director is not possible or reasonably practicable for any reason or if the Member does not pay any such additional sums, the Funeral Plan will be cancelled and a refund will be available within the terms of Clause 1.6.
- 2.3 The Company has the right to appoint a Selected Funeral Director in the event that no appointment is made by the Member, or when non-appointment arises due to the operation of Clause 2.2.
- 2.4 If the Member states that he/she wishes to appoint as a Selected Funeral Director a funeral director who is not an Appointed Funeral Director then:-
  - (i) the Company will attempt to appoint that Funeral Director as an Appointed Funeral Director subject to that Funeral Director meeting the standards for appointment set by the Company (in its sole discretion);
  - (ii) the Company will notify the Member in writing if it has been successful in appointing that Funeral Director as an Appointed Funeral Director;
  - (iii) if the Company has not appointed that Funeral Director as an Appointed Funeral Director the Member will be entitled either to
    - (a) request the appointment of another Selected Funeral Director (in terms of Clause 2.2) or
    - (b) cancel the Agreement;
  - (iv) if the Company has successfully appointed that Funeral Director as an Appointed Funeral Director, that Funeral Director will automatically become the Selected Funeral Director, subject to these Terms and Conditions.
- 2.5 The Company will use reasonable efforts to ensure that the highest quality of service is provided by the Selected Funeral Director.
- 2.6 No person may, after the death of the Member, terminate the appointment of the Selected Funeral Director. If the Representative or any other person wishes, after the Member's death, to have the funeral arrangements of the Member carried out by a party other than the Selected Funeral Director, they must pay for such funeral arrangements themselves. No payment from the Trust's funds will be made to any party other than the Selected Funeral Director (in accordance with arrangements specified by the Company).

2.7 The Member's next of kin, executors, trustees or the Representative will (as a condition of the Selected Funeral Director carrying out the Member's chosen funeral arrangements under the Funeral Plan) pay to the Trust or the Selected Funeral Director any difference between the amount of Disbursements detailed in the Brochure (including any additional Disbursements included in the Select Reserve section of the Application Form) and the actual amount (if greater) of Disbursements incurred by the Trust or the Selected Funeral Director in carrying out such funeral arrangements. Neither the Company nor the Selected Funeral Director will be responsible for any such difference.

### 3 GUARANTEE

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- 3.1 The Company will ensure that the Selected Funeral Director provides the Company with a written undertaking ("the Guarantee") confirming that the Selected Funeral Director will:
- (i) carry out the funeral of the Member in terms of the Funeral Plan and the Agreement; and
  - (ii) guarantee that (subject to Clause 2.2) he will not charge the Member or the Member's next of kin, executors, trustees or the Representative any additional sums in respect of the Funeral Director's Costs only.
- 3.2 Where the Selected Funeral Director's appointment is terminated by the Member, the Company will ensure that, subject to the member complying with Clause 2.2, when a replacement Selected Funeral Director is appointed the Guarantee given by the original Selected Funeral Director is replaced by a Guarantee in similar or identical terms given by the replacement Selected Funeral Director.
- 3.3 Provided that the Company has ensured compliance with Clauses 3.1 and 3.2 (as applicable) the Company will have no further financial obligation to the Member or the Member's Representatives in relation to the funeral arrangements of the Member on his/her death.

### 4 PROCEDURE ON DEATH

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- 4.1 The Company will use all reasonable efforts to ensure that the Selected Funeral Director carries out the funeral arrangements of the Member in accordance with the Funeral Plan and the Agreement or, in the event of failure by the Selected Funeral Director, that an alternative Appointed Funeral Director carries out the funeral arrangements in the same manner.
- 4.2 Should any extra item or service, not included in the Funeral Plan, be provided by a third party, neither the Company nor the Selected Funeral Director will be liable for any loss, damage, expense or inconvenience arising from that provision unless they were responsible for organising or providing these items or services under the Funeral Plan.
- 4.3 Neither the Company nor the Selected Funeral Director will be responsible for the loss of any valuables or items on display for private viewing in premises which are not owned or operated by them.

### 5 INSTALMENT PLANS

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5.1 Upon signature of the Application Form the Member is contractually bound to pay the Total Amount Payable but the Company may at its discretion accept payment by way of instalments. Where the Company agrees to accept payment

of the Total Amount Payable by instalments the Member will enter into a credit agreement with the Company in a form approved by the Company.

5.2 If, at the date of the Member's death any instalment is in arrears or any part of the Total Amount Payable remains unpaid the Company will still comply with its obligations under Clause 4.1 above provided that:-

- (i) any prior instalments paid by the Member will be credited towards the cost of the funeral; and
- (ii) any balance of the Total Amount Payable outstanding, less any rebate, is paid by the Member's Representatives.

5.3 The Member is entitled to make early settlement of the Total Amount Payable under the Agreement. To make settlement the Member must pay to the Trust the balance of the Total Amount Payable then unpaid less any rebate to which the Member is entitled.

### 6 GENERAL

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- 6.1 **Costs** - All costs, charges and expenses incurred in connection with the Agreement will be borne by the party incurring them.
- 6.2 **Applicable Law** - If a Funeral Plan is purchased in England, Wales or the Channel Islands, the Agreement will be governed by the law of England and the parties agree that any disputes will be dealt with by the English Courts. If a Funeral Plan is purchased in Scotland or Northern Ireland the Agreement will be governed by the laws of Scotland and the parties agree that any disputes will be dealt with by the Scottish Courts.
- 6.3 **Trust Arrangements** - All sums received from Members in respect of Funeral Plans will be paid by the Company to the Trust without deduction. The Trust has authorised payments from the Trust's funds:
- 6.3.1 to Selected Funeral Directors at the time of need under a Funeral Plan;
  - 6.3.2 to Members in respect of refunds under Clauses 1.6 and 2.2;
  - 6.3.3 to the Company to meet the Company's overheads and operating expenses at a level agreed between the Company and the Trust and reviewed annually; and
  - 6.3.4 to the Company in respect of its Plan Administration Fee.
- 6.4 All sums payable by the Member or his/her Representatives in respect of a Funeral Plan shall be inclusive of Value Added Tax where applicable.

### 7 DIRECT DEBIT GUARANTEE

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- 7.1 This guarantee is offered by all Bank and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- 7.2 If either the amounts to be paid, or the payment date changes, you will be informed at least 14 days in advance of your account being debited or as otherwise agreed.
- 7.3 If an error is made by us or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- 7.4 You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



## 8 DEFINITIONS

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In these Terms & Conditions, the following words have the following meanings:

<b>“Agreement”</b>	means the Application Form (including these Terms and Conditions), the Company’s written acceptance, the Certificate of Entitlement sent to the Member, and the written Acceptance of the Selected Funeral Director
<b>“Application Form”</b>	means the application form for a Funeral Plan in the form specified by the Company;
<b>“Appointed Funeral Director”</b>	means any funeral director who meets the standards for appointment set by the Company and has been approved and appointed by the Company;
<b>“the Brochure”</b>	means the Company’s Funeral Plan Brochure, these Terms and Conditions, the Application Form, the Burial and Cremation Sheet included with the Brochure and any other documents included with the Brochure from time to time, all as amended or updated from time to time and current as at the date of the Funeral;
<b>“the Company”</b>	means Golden Charter Limited, Crowndale House, 1 Ferdinand Place, Camden, London NW1 8EE;
<b>“the Certificate of Entitlement”</b>	means the documents giving details of the funeral plan given to the planholder once the plan is fully paid
<b>“Disbursements”</b>	means the costs, fees, charges and expenses to be incurred by the Company or the Selected Funeral Director to third parties in connection with the Member’s chosen funeral arrangements;
<b>“Funeral Director’s Costs”</b>	means the Selected Funeral Director’s fees and costs (including any separately identified fee or costs in respect of arranging the Funeral Plan (“Funeral Director Arrangement Fee”)) as specified in the Golden Charter Application Form;
<b>“Funeral Plan”</b>	means the various combinations of prepaid funeral services offered by the Company and selected by or on behalf of the Member in the Application Form;
<b>“Initial Payment”</b>	means, where the Member is making payment by instalments, the first payment to be made by the Member;
<b>“Member”</b>	means the person whose funeral arrangements are provided for under a Funeral Plan (whether purchased by the Member or by another person for them or on their behalf);
<b>“Plan Administration Fee”</b>	means the sum charged by the Company for the administration and management of the Funeral Plan and its implementation as specified in the Application Form.
<b>“Representative”</b>	means the representative (if any) of the Member as detailed on the Golden Charter Form;
<b>“Selected Funeral Director”</b>	means the funeral director selected by the Member (or the Company) under any relevant Agreement from the list of Appointed Funeral Directors;
<b>“Single Payment”</b>	means, where the Member is not paying for a Funeral Plan by instalments, the amount specified in the Application Form;
<b>“Total Amount Payable”</b>	means (whether or not payment is made by instalments) the total sums payable by the Member for any Funeral Plan under the Agreement including the Funeral Director’s Costs and an estimate of Disbursements, plus the Administration Fee and if applicable the Funeral Director Arrangement Fee;
<b>“Trust”</b>	means The Golden Charter Trust.

## Funeral Director Terms and Conditions

*(Words and expressions defined in the Standard Terms and Conditions have the same meaning in this Acceptance)*

1. By signing the Golden Charter Application Form the Selected Funeral Director accepts the terms of the Guarantee specified in Clause 3.1 of the Standard Terms & Conditions which will be enforceable against the Selected Funeral Director by any and all of the Company, the Member and his/her Representatives in its/his/her own respective name(s) (without prejudice to the rights of any such parties to enforce the terms thereof pursuant to the Contracts (Rights of Third Parties) Act 1999).
2. The Selected Funeral Director undertakes that he will carry out the funeral arrangements of the Member in accordance with the Agreement, will do so to the highest quality standards and will comply with such procedures as may be intimated in writing by the Company from time to time.
3. The Selected Funeral Director acknowledges that upon completion of the Member's funeral arrangements the Selected Funeral Director will (appointing the Company as their agent to collect payments) invoice the Trust for payment and will have no recourse against the Company or against the Member or his/her Representative except to the extent detailed in Clause 2.7. of the Standard Terms & Conditions;
4. The Selected Funeral Director will be entitled to invoice the Trust for the price published by the Company for the relevant Funeral Plan as at the relevant date subject (1) to the Selected Funeral Director having no recourse against the Company or the Trust in the event that the Trustees of the Trust decide that they can only pay a proportion of such price consistent with the value of the funds of the Trust as actuarially certified at the relevant time; and (2) to the Selected Funeral Director's entitlement to be reimbursed for any difference between the estimated and actual amount of Other Costs recovered (by or on behalf of the Trust) from the Member's Representatives;
5. In the event of a change of Selected Funeral Director pursuant to the Terms and Conditions, the Company will use all reasonable efforts to transfer the Funeral Plan to a new Selected Funeral Director. The existing Selected Funeral Director undertakes to co-operate fully with the Company and the new Selected Funeral Director in the transfer of the Funeral Plan for the benefit and peace of mind of the Member and further agrees that the Company may provide all information it regards appropriate regarding the Funeral Plan to the new selected Funeral Director.

### Presenter's Stamp

*For Funeral Directors/Agents use only*