

# Funeral Planning Services - Terms of Sale

## 1. Parties and Conditions Applicable

1.1 These terms apply to the purchase of funeral plans ("Funeral Plans") provided by Funeral Planning Services Limited ("FPS") and funded by Funeral Planning Trust ("the Trust"). References to "you" or "your" mean the customer or the customer's representative or executor.

1.2 These terms shall apply to the agreement between you and FPS to the exclusion of all other terms. The Trust is not a party to the agreement between FPS and you but shall guarantee the provision of funeral director's services in accordance with the terms of the Funeral Plan documentation (the "Funeral Plan Guarantee") as issued by FPS and the Trust.

## 2. How the Funeral Plan works

2.1 You choose the service as itemised in the Funeral Plan description as enclosed in the Funeral Plan Guarantee and pay the agreed Plan price to the Trust. The price includes the funeral director's fee and the administration costs of the Funeral Plan and may include an allowance for other funeral expenses known as disbursements (for example, cemetery or crematorium fees, costs of religious service, interment of ashes and newspaper notices).

2.2 At the time of applying to purchase the Funeral Plan you may select the funeral director. Otherwise FPS will select a firm on your behalf. Alternative funeral directors may be selected by FPS in accordance with these terms.

2.3 The funeral services specified in the Funeral Plan Guarantee will be provided for you when required. FPS reserves the right to make changes in the specification of the funeral services which do not materially affect their performance.

2.4 Once the Funeral Plan has been accepted by FPS the administration costs are withdrawn from the Trust and paid to FPS.

2.5 FPS is entitled to such payments from the Trust as may be provided by the trust deed.

## 3. Your responsibilities

3.1 You shall pay the Funeral Plan price in full, provide your or the beneficiary's name, year of birth and address, and advise any subsequent change of address.

3.2 You shall advise next-of-kin, or whoever will be responsible at the time of the funeral, that the Funeral Plan has been purchased and give him or her the simple instructions about what to do at the time, which will be included with the Funeral Plan Guarantee.

3.3 You shall keep the Funeral Plan Guarantee safe and make sure that the next-of-kin or executor has access to it when necessary. Further copies are available for a small charge (details available on request).

## 4. FPS responsibilities

4.1 FPS shall deposit all Funeral Plan payments (including deposits or instalments towards a Funeral Plan) into the Trust, to be controlled by the managing trustees in accordance with the trust deed.

4.2 FPS shall arrange for the selected funeral director to provide the funeral when required or, if the selected funeral director is unable or unwilling to provide the funeral when required, arrange for an alternative funeral director to do so.

4.3 If at any time before provision of the funeral services the selected funeral director advises that it is unable or unwilling to provide the funeral when required and FPS are unable to arrange an alternative funeral director to do so, your application may not be accepted or the Funeral Plan may be cancelled by you or FPS.

4.4 FPS shall issue to you or the beneficiary a Funeral Plan Guarantee certificate.

4.5 Following registration of the death and provision of the specified funeral, FPS shall arrange for the appropriate amount to be withdrawn from the Trust and paid to the funeral director providing the funeral.

4.6 FPS shall comply with all laws and regulations governing the sale and administration of funeral pre-payment plans.

4.7 FPS shall maintain complete confidentiality about your arrangements at all times, except as required for the administration of the plan or to comply with any statutory, regulatory or other legal obligation.

4.8 FPS shall have no financial obligation to you or any beneficiary other than to comply with these terms of sale.

## 5. The funeral director's responsibilities

FPS shall procure the provisions of the funeral director's services as itemised in the Funeral Plan Guarantee in return for a payment from the Trust, without further charge to you or your family. If any of the materials specified are not available when required, the funeral director may substitute similar materials of equal value. If any additional goods or services are required, which are not included in the plan guarantee, the funeral director will charge for these as appropriate.

## 6. Payment by instalments

6.1 You can pay a deposit or instalments towards a Funeral Plan but no agreement for the provision of a Funeral Plan shall come into force and no Funeral Plan Guarantee shall be issued until the Trust has received the full plan price. Any prices indicated in respect of any instalment option as set out in any instalment plan confirmation are estimates only and the full Funeral Plan price will be the price of the selected plan prevailing at the time of the final payment unless agreed otherwise. Please note that it will usually cost more to pay by instalments over a period than it would to make a single payment at the start. You shall be entitled to a refund of all instalments paid less administration costs (as detailed in the instalment plan confirmation) where you notify FPS that you do not wish to proceed. No interest or investment returns on payments made shall be payable in respect of any payments received.

6.2 If you die before the plan is fully paid FPS will deduct the administration costs and pay the funeral director, or refund to your estate, the balance of any payments received.

## 7. Your right to cancel

7.1 You may cancel the Funeral Plan at any time before the funeral by returning the original Funeral Plan Guarantee Certificate to FPS with your instructions in writing. Once the funeral service has been provided through the Funeral Plan, the Funeral Plan cannot be cancelled.

7.2 If the Funeral Plan is cancelled FPS will deduct the administration costs as specified in the Funeral Plan Guarantee and refund to you the balance of any payments received, except that if you notify FPS within one month of your application being accepted your payment will be refunded in full. No interest or investment returns on payments made shall be payable in respect of any refund. If the Funeral Plan is not used and FPS has to search for your beneficiaries the cost of locating them may be deducted from the refund due.

7.3 Unless otherwise agreed any refunds shall be paid to you, the person purchasing the Funeral Plan, or, after your death, to your estate.

7.4 FPS' liability for any delay in performing or any failure to perform any of our obligations in relation to the provision of funeral services shall be limited to the excess (if any) of the cost to you in the least expensive available market of similar services to replace those not performed over the Funeral Plan price. This does not affect your statutory rights.

## 8. If you have a complaint

8.1 If you have a complaint about FPS please contact FPS in the first instance and we will endeavour to resolve the matter. If your complaint cannot be resolved by FPS you may refer it to the Funeral Planning Authority ("the FPA"). FPS is required to comply with the FPA Code of Practice for funeral plan providers and to co-operate with the FPA complaints and disputes procedure. A copy of the FPA Code of Practice is available from FPS or can be viewed on [www.funeralplanningauthority.com](http://www.funeralplanningauthority.com)

8.2 If you have a complaint about the services provided by the funeral director please contact the funeral director in the first instance. If your complaint cannot be resolved by the funeral director, he or she will refer you to the relevant authority or FPS will advise you accordingly.

## 9. Data Protection

FPS will use the personal information supplied by you for the purposes of processing the application, arranging for the funeral, administration and statistical analysis. FPS will disclose this information to the funeral director solely for these purposes. From time to time FPS may also pass this personal information to those who provide services to FPS so that they process the information on FPS's behalf.

## 10. Miscellaneous

10.1 The agreement between you and FPS consists of the application form and these terms of sale. The terms cannot be varied unless agreed and signed by FPS and you.

10.2 The Trust's obligations are limited to the Funeral Plan Guarantee only (which is issued separately) and these terms shall impose no obligations nor give any rights to any funeral directors.

10.3 The Funeral Plan Guarantee is personal to you and cannot be sold or used as security for a loan.

10.4 The price of the Funeral Plan excludes VAT (funerals are not currently subject to VAT) or any other tax which may be introduced in the future.

10.5 If there is any dispute English law will apply and shall be subject to the non-exclusive jurisdiction of the English Courts.

10.6 Except as otherwise provided nothing in these terms shall confer on any third party benefit or the right to enforce any terms of this agreement.

10.7 These terms of sale apply to Funeral Plans purchased from 1 September 2009 and replace any prior dated terms.