

FIXED MONTHLY PAYMENT ONLY Terms & Conditions

These are the terms and conditions ("Conditions") on which Golden Leaves Limited and our affiliated companies are willing to provide the "From50" funeral plan ("Funeral Plan") to you.

1 Definitions

- 1.1 In these Terms & Conditions the words and terms listed below shall have the following meanings unless the context otherwise requires:
- "Administration Fee" means the sum the Company deducts from the Plan Value in the event of the death of the Plan Holder and in the event of a valid claim.
- "Agreement" means the Application Form and these Conditions
- "Application Form" means our application form for your Funeral Plan as completed by you.
- "Appointed Funeral Director" means the Funeral Director appointed by the Company in the Plan.
- "Authority" means the Funeral Planning Authority or such other organisation as may from time to time succeed or replace it.
- "AXA Wealth Limited" means the provider of the whole of life policy taken out by Golden Leaves on the life of the Plan Holder
- "Brochure" means the Company's Funeral Plan Brochure which includes these Terms and Conditions and the Application Form
- "Commencement Date" The first day of the month following receipt and acceptance of the Application Form
- "Company" means Golden Leaves Limited a company registered in England and Wales under company number 02935393 with the registered office of 16th Floor, No.1 Croydon, 12-16 Addiscombe Road, Croydon, CR0 0XT
- "Direct Cremation" means an extremely basic funeral without any service for the attendance of mourners.
- "Disbursements" means those costs and fees to be paid by the Company or by the Appointed Funeral Director to third parties (i.e. anyone except the Appointed Funeral Director or the Company)
- "Estate" means your next of kin, executors, trustees and/or your Representative who are legally authorised to act for you after your death
- "Final Plan Value" means the sum paid to the Company by AXA Wealth Limited in the event of a valid claim
- "Fixed Monthly Payment" means the monthly amount confirmed by the Company which will be used to purchase the non-investment linked whole of life insurance policy with AXA Wealth Limited
- "Funeral Director's Costs" means the Appointed Funeral Director's costs for your funeral (but excluding any contribution towards Disbursements)
- "Funeral Plan" means the prepaid funeral services offered by the Company as part of the From 50 Funeral Plan and the terms on which they are to be provided as set out in the Agreement
- "Funeral Plan Document" means the document providing details of your Funeral Plan given to you as referred to in Condition 2
- "Guarantee" means the guarantee to provide your funeral given by the Appointed Funeral Director contained in the Funeral Director Terms and Conditions
- "Indexation" or "Indexed" means the percentage by which the Plan Value will increase each year on the plan anniversary, fixed at the Commencement Date of the Plan
- "Overpayment Rebate Benefit" means the amount paid to the Plan Holder's Estate or to the Appointed Funeral Director if so requested, in the event of the Plan being deemed in a State of Overpayment.
- "Plan" means the Funeral Plan identified in these Conditions which includes the services specified by the Company from time to time to be within that Plan.
- "Plan Applicant" means the Plan Holder or person purchasing the Plan on behalf of the Plan Holder.
- "Plan Beneficiary" means the Company
- "Plan Holder" means you or, where you are purchasing the Funeral Plan for the benefit of some other person, that other person. References in these terms to 'your Representatives' shall only be applicable where you are The Plan Holder or if you pre-decease The Plan Holder.
- "Plan Value" means the sum indicated in the plan brochure for the Funeral Plan selected at outset, which is set by the Company and includes funeral directors fees, plan disbursements (with the exception of the Bronze Plan) and our administration fee

"Representative" means your representative (if any) as detailed on the Application Form.

"State of Overpayment" means when the Total Amount Payable is greater than the Final Plan Value.

"SunLife" is the trading style of AXA Wealth Limited.

"Total Amount Payable" means the total number of payments made until the anniversary prior to The Plan Holder's 90th birthday or until The Plan Holder's date of death (if earlier).

"You" means the Plan Holder as the person whose funeral arrangements are to be provided for under the Funeral Plan (whether purchased by you or by another person on your behalf).

2 Contract

- 2.1 No contract shall exist between you and the Company until Condition 5.4 has been satisfied. When this has been done, this will be the date of the Plan.
- 2.2 Upon acceptance the Company will issue you with plan acceptance documentation including a membership certificate and card which will identify the Plan and provide an emergency telephone number in the event of the death of the Plan Holder.

3 Obligations of the Company & Complaints Procedure

- 3.1 Upon continued payment of the Fixed Monthly Payment shown in the Agreement the Company will provide or procure the services stipulated in the Plan upon the following conditions and subject also to the exclusions and limitations in clauses 9.2, 10 and 16 of these Conditions:
- 3.2 During the Funeral Plan and whilst it remains a registered provider by the Authority the Company will comply with its Code of Practice in force from time to time. The current Code of Practice is set out in the booklet available on request. If during the Agreement the Company's registered status ceases for any reason then the Company will nevertheless endeavour to adhere to the said Code of Practice so far as it is reasonably practicable for it to do so.
- 3.3 If you have a complaint please contact the Company in the first instance and it will endeavour to resolve the matter. If your complaint cannot be resolved by the Company you may refer it to the Authority. The Company is required to comply with the Authority's Code of Practice for funeral plan providers and to co-operate with the Authority's complaints and disputes procedure. A copy of the Authority's Code of Practice and its complaints procedure is available from the Authority and can be viewed at www.funeralplanningauthority.com.
- 3.4 Any complaints about the Funeral Director will be subject to the Funeral Director's own complaints procedure. The Company will assist you in the resolution of a complaint by liaising with you and the Funeral Director.
- 3.5 If any of the services stipulated in the Plan are unavailable at the time of the funeral the Company will procure that substitute services are provided which are as near as practicable equivalent to the services stated in the Plan.

4 Are you eligible to apply for a Funeral Plan?

- 4.1 To be eligible to apply for a Funeral Plan for yourself, you must be between the ages of 50 and 75 and a UK resident at the date of your application.
- 4.2 Any person who is over the age of 18, is a UK resident and has a direct relationship with the Plan Holder may apply for a Funeral Plan on the Plan Holder's behalf.

5 Application Process

- 5.1 By completing and returning the Application Form, the Plan Applicant makes an offer to the Company to purchase a Funeral Plan in accordance with these Conditions.
- 5.2 The Company will inform the Plan Applicant whether the application has been accepted or rejected within 30 days of receipt of a completed Application Form.
- 5.3 The Company will be entitled to reject an application where:
- 5.3.1 either the Plan Applicant or the Plan Holder is ineligible under Condition 4; or
- 5.3.2 any formalities or requirements specified by the Company in the Application Form have not been complied with; or
- 5.3.3 the Application Form has not been completed correctly.

- 5.4 The Application Form shall only be accepted and a contract shall come into existence when the Company issues a written acceptance of the Application Form to the Plan Applicant or Plan Holder and AXA Wealth Limited receives the first Fixed Monthly Payment from the Plan Applicant or Plan Holder.
- 5.5 Any descriptions or adverts issued by the Company, and any descriptions or illustrations contained in our brochures, are issued or published for the sole purpose of giving an idea of the Funeral Plans offered by the Company. They do not form part of the contract or have any legal effect.
- 5.6 These Conditions apply to the contract to the exclusion of any other terms that the Plan Applicant or Plan Holder seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 6 Paying for the Funeral Plan**
- 6.1 The Plan Applicant or Plan Holder shall pay for the Funeral Plan by Fixed Monthly Payments. The Fixed Monthly Payments will be used by the Company to buy a non-investment linked whole of life assurance policy on the Plan Holder's Life with AXA Wealth Limited.
- 6.2 The Plan Applicant will need to complete a Direct Debit instruction and AXA Wealth Limited will administer the whole of life assurance policy and collect the Fixed Monthly Payments.
- 6.3 The Company shall provide the Plan and shall be the beneficiary under the Policy, not you or your estate. You do not have any rights under the Plan we purchase.
- 6.4 The Fixed Monthly Payments payable for the Funeral Plan are calculated by AXA Wealth Limited based on
- 6.4.1 The age of the Plan Holder on the date of the application
- 6.4.2 The type of funeral selected by the Plan Applicant or Plan Holder
- 6.5 The Fixed Monthly Payments must be maintained until the policy anniversary prior to the Plan Holder's 90th birthday, or until the Plan Holder's death (if earlier).
- 6.6 Although Fixed Monthly Payments will cease at the anniversary prior to the Plan Holder's 90th birthday, full cover will continue until the Plan Holder's death.
- 6.7 The Total Amount Payable for the Plan will be defined as the total number of Fixed Monthly Payments made until the anniversary prior to the Plan Holder's 90th birthday, or until the Plan Holder's date of death (if earlier). The Final Plan Value under the policy will be used by the Company to pay for the Funeral Services stipulated in the plan documentation, after allowing for our Administration Fee.
- 6.8 The Fixed Monthly Payments shall be for a fixed sum which shall not vary during the term of the Plan.
- 6.9 If any Fixed Monthly Payments are not paid by the due date(s), you will be sent a reminder by AXA Wealth Limited to pay the Fixed Monthly Payments. After the first Fixed Monthly Payment has been paid, if any subsequent payments are not paid on the due date, AXA Wealth Limited will write to you to let you know and will allow you 30 days to pay the outstanding Fixed Monthly Payments. If the outstanding Fixed Monthly Payments are not received within this time, AXA Wealth Limited will send you a reminder letter and will allow you an additional 14 days to pay. If the Fixed Monthly Payments are paid within this time the Plan will remain in force. If outstanding Fixed Monthly Payments are not paid within this time the Plan will be cancelled, your Funeral Services will not be provided and you will not get anything back. If the Plan has been cancelled because a Fixed Monthly Payment has not been paid you can choose to continue the Plan within 6 months of the date of the first unpaid Fixed Monthly Payment. To do this you will need to pay all the payments that you haven't paid. The Plan will then continue for the same Final Plan Value and Fixed Monthly Payment.
- 6.10 An Administration Fee will be deducted from the Final Plan Value in the event of a valid claim, a proportion of which will be used to fund any Overpayment Rebate Benefit due under clause 7.
- 7 The Overpayment Rebate Benefit**
- 7.1 If the total amount paid in, by way of Fixed Monthly Payments (the "Total Amount Payable") is more than the sum AXA Wealth Limited pays to the Company to provide the stipulated funeral services (the "Final Plan Value") then the Plan is deemed to be in a State of Overpayment.
- 7.2 The Overpayment Amount is the difference between the Total Amount Payable and the Final Plan Value.
- 7.3 If the Plan is deemed to be in a State of Overpayment, the Company will sacrifice part of our Administration Fee, indicated in the original Plan Document provided at outset, to finance the Overpayment Rebate Benefit.
- 7.4 The Administration Fee will be collected in the event of the death of the Plan Holder and in the event of a Valid Claim.
- 7.5 The Overpayment Rebate Benefit is calculated as follows:
- 7.5.1 A predetermined proportion of our Administration Fee, increased by the Indexation percentage fixed at outset applied compound for the number of complete years the Plan has been in force; and
- 7.6 The Overpayment Rebate Benefit amount is limited to a maximum of 100% of the Overpayment Amount.
- 7.7 The Overpayment Rebate Benefit can be paid to the Plan Holder's Estate or to the Appointed Funeral Director if so requested by the Plan Holder's Representative.
- 7.8 Our decision in respect of the Overpayment Rebate Benefit Amount and its calculation will be final.
- 8 Tax**
- 8.1 Neither the Total Amount Payable nor the Fixed Monthly Payments include VAT, which is not at present charged on funerals in the United Kingdom. If (at the time of the funeral) VAT is payable on funeral services (or any part of them) VAT will be payable in addition.
- 8.2 The Fixed Monthly Payments currently do not include insurance premium tax (IPT). Should legislation change and IPT is chargeable, the Company will advise you of the additional charge to your premium.
- 9 The Plan**
- 9.1 What is covered by your Plan
Your Plan will include:
- 9.1.1 All Funeral Directors Costs for the services stipulated in the Funeral Plan Documents, for which the Appointed Funeral Director provides a full Guarantee; and
- 9.1.2 A contribution towards Disbursements, at the level specified in the Plan Document, plus Indexation.
If you have selected the bronze plan, only Condition 9.1.1 will apply.
- 9.2 What is not covered by your Plan
Your Plan will require you or your Estate to pay additional sums as follows:
- 9.2.1 where there has been a change to your Plan in accordance with Condition 11, the amount required under this Condition
- 9.2.2 if the actual cost of the Disbursements at the date of death is greater than the contribution towards Disbursements, including Indexation of the contribution to date, then you or your Representatives (or other person who arranges the funeral) will be liable to pay the difference to the Appointed Funeral Director in accordance with their payment terms
- 9.2.3 all Disbursements where the bronze plan has been selected
- 9.2.4 any Value Added Tax (VAT) or Insurance Premium Tax (IPT) due under Condition 8. To enable the Appointed Funeral Director to carry out the selected funeral services, your Estate must pay to the Company or to our order any additional sums referred to in this Condition 9. Neither the Company, nor the Appointed Funeral Director nor AXA Wealth Limited will be responsible for these sums.
- 9.3 The cost of the funeral in the Plan includes certain Disbursements as well as the Funeral Director's own charges. Disbursements comprise all out of pocket expenses and sums payable to third parties in connection with the funeral other than any sums due to the Appointed Funeral Director for providing their own services. Such disbursements can include (by way of example only) sums payable for purchasing a burial plot, crematorium fees, minister's fees, church fees, flowers and obituaries. The contribution towards the cost of the Disbursements is shown in the cost details for each Plan issued by the Company or specifically noted in the Funeral Plan Document.
- 9.4 The funeral service will be arranged at a time convenient to the Representative of the Plan Holder, subject to the availability of the Appointed Funeral Director. An additional charge will be due to the Appointed Funeral Director in accordance with their payment terms should the Plan Holder's Representative (or other person who arranges the funeral) require the funeral to take place at a weekend or public holiday.

10. Exclusions

- 10.1 Subject to Condition 10.2, if the Plan Holder's death occurs within 12 months of the Commencement Date the Funeral Plan will be activated only if the death was accidental. Accidental Death means death solely as a result of (and within 90 days of) accidental bodily injury you suffer because of a sudden and unexpected event.
- 10.2 The Funeral Plan will not be activated in the event of the Plan Holder's accidental death within 12 months of the Commencement Date if any of the following apply:
 - 10.2.1 Accidental Death Benefit would not be payable, and so the Final Plan Value will not be paid to Golden Leaves and the funeral plan services will not be provided unless additional costs are paid by your Representatives as mentioned above, in the event that death during the first year was caused directly or indirectly through:
 - a) your involvement in any criminal act;
 - b) flying (except as a fare-paying passenger);
 - c) your involvement in any hazardous pursuits
 - d) any self-inflicted injury;
 - e) your involvement in war or hostilities;
 - f) your alcohol/drug abuse;
 - g) natural causes, an illness or disease.
- 10.3 If the Plan Holder's death occurs within 12 months of the Commencement Date and is not as a result of accidental death, the amount of the benefit is limited to 120% of the Fixed Monthly Payments received, which can be paid directly to the Appointed Funeral Director as a contribution towards the cost of the funeral or paid to the Estate.
- 10.4 The Company will not be responsible for the loss of any valuables or items on display for private viewing in premises which are not owned or operated by the Company.

11 Changes to Your Funeral Plan

- 11.1 The Plan Applicant must, as soon as reasonably possible, inform the Company in writing of:
 - 11.1.1 any change of address of the Plan Holder or Plan Applicant ; or
 - 11.1.2 any other change in the Plan Holder or Plan Applicants details from those given in the Application Form.
- 11.2 The Plan provides for the funeral to be conducted by the Appointed Funeral Director named in the Plan. If The Plan Applicant changes their permanent address you must notify the Company whereupon the Company will have the right to nominate an appropriate alternative Funeral Director. If, notwithstanding the change of address, you or your Representatives wish the funeral to be undertaken by the existing Appointed Funeral Director then you or your Representatives (or other person who arranges the funeral) will be responsible for any additional transport costs incurred in connection with the funeral.
- 11.3 The Guarantee for the Funeral Plan is given by the Company. Should you change the requirements in your Funeral Plan (which would include a change of address or funeral arrangements) this may cause the original guarantee offered by Company to lapse. The Company shall endeavour to appoint a new Funeral Director without incurring any additional costs. If this is not possible you will be notified in writing with an estimate of the additional costs which will need to be paid to the newly Appointed Funeral Director at the time of the funeral. The Final Plan Value received from the whole of life policy referred to in Condition 6.1 (less the Administration Fee) will be treated as a contribution towards the funeral costs by the newly Appointed Funeral Director. The Fixed Monthly Payments will remain unchanged.
- 11.4 The Funeral Plan purchased can't be modified before the funeral except as stated in Condition 11.3. Any additional requests or changes to the stipulated funeral services, as stated in the Funeral Plan Document, must be agreed separately with the Appointed Funeral Director and any additional costs incurred as a result of those requests or changes must be paid directly to the Appointed Funeral Director at the time of the funeral.
- 11.5 The Fixed Monthly Payments cannot be altered. The amount of the Fixed Monthly Payment is determined by the Plan chosen by you and your age on the date of the Application Form. The Fixed Monthly Payment will be confirmed in writing once your application has been received and processed.

12 Procedure on Death of Plan Holder

- 12.1 Subject to Conditions 10, 11 and 12.6 below, the Plan may be activated by the Plan Holder's Representative contacting the Company or the appointed funeral director in the plan. The Plan Holder's Representative must provide the Company with the Plan Holder's:
 - 12.1.1 Death Certificate or Disposal Certificate; and
 - 12.1.2 Name, Membership Number, Date of Death and full details of the Plan Holder's executors or Representatives.
- 12.2 The Company will contact AXA Wealth Limited to notify them of the death, commence the claims process and validate the claim.
- 12.3 the Company will instruct the Appointed Funeral Director to undertake the funeral in accordance with the Plan.
- 12.4 Once the claim has been validated by AXA Wealth Limited and the Company is in receipt of the Final Plan Value, the Funeral Director's Costs will be settled by the Company along with a contribution towards the Disbursements, less our Administration Fee.
- 12.5 In the event of an invalid claim, the Company will notify your Representatives and your estate will be responsible for all payments to the Appointed Funeral Director.
- 12.6 The Company will only instruct the Appointed Funeral Director if at the date of death an agency or service agreement is in force between the Company and the Appointed Funeral Director, which the Appointed Funeral Director is able to perform.

If this is not the case then the Company will (at the option of you or your Representatives) either pay the Final Plan Value received from AXA Wealth Limited, less our Administration Fee to an alternative Appointed Funeral Director selected by the Company (in which case the provisions of sub-clause 11.3 will apply if the Plan is cancelled in accordance with that sub-clause) or (subject to the provisions of these Conditions) pay the cost of any other funeral director appointed by the Plan Holder's Representatives provided that:

 - 12.6.1 the services are in accordance with the Plan; and
 - 12.6.2 the Appointed Funeral Director's charges for the funeral (including, without limitation, costs, due to third parties) do not exceed the price then chargeable by the Company for the nearest equivalent funeral plan at the date of death and are reasonable.
- 12.7 All arrangements for the funeral will be made direct between the Plan Holder's Representatives and the Appointed Funeral Director
 - 12.7.1 The Company shall have no responsibility for any additional services, costs or items not included within the Funeral Plan Documents
 - 12.7.2 The Company shall not be responsible for any acts or omissions by the Appointed Funeral Director appointed to conduct the Funeral Arrangements.
- 13 From whom will the Company accept instructions**
 - 13.1 The Company may, prior to the Plan Holder's death and subject to Condition 13.2 act in accordance with the instructions of, and communicate with either:
 - 13.1.1 the Plan Holder or Plan Applicant (but not the Plan Holder's or Plan Applicant's family member); or
 - 13.1.2 Person having power of attorney to act on behalf of the Plan Holder or Plan Applicant.
 - 13.2 In the event of any inconsistency between instructions given by the Plan Applicant (including any attorney, curator, guardian, or other person legally authorised to deal with the Plan Holder's affairs) or Plan Holder and any family member in relation to the Funeral Plan (including its cancellation) the Company will (subject to these Conditions) act on the instructions of the Plan Applicant or Plan Holder. In the event of inconsistency between instructions given by the Plan Applicant and the Plan Holder, the Company will act on the instructions of the Plan Holder.
- 14 Cancellation of the Funeral Plan**
 - 14.1 The Company may cancel the Funeral Plan if the Plan Applicant or Plan Holder commits a material breach of these Conditions, or fails to make two Fixed Monthly Payments on their due date.
 - 14.2 The Plan Applicant or Plan Holder may cancel the Funeral Plan:
 - 14.2.1 by written notification to the Company within 30 days of our acceptance of the application set out on the Application Form, in which event the Company shall refund to the Plan Applicant the payments made to the Company in full
 - 14.2.2 by written notification to the Company after 30 days, in which event No monies shall be returned or refunded to the Plan Applicant or Plan Holder
 - 14.2.3 A Funeral Plan may not be cancelled after the Plan Holder's death.

FIXED MONTHLY PAYMENTS Terms & Conditions (continued)

15 The Funeral

- 15.1 As part of the Funeral Plan, and provided the Plan Holder or Plan Applicant has paid the all of the Fixed Monthly Payments due as specified, the Company shall arrange the Plan Holder's funeral as set out in the Application Form. If any of the services specified in the Funeral Plan Documents are not available, the Company may substitute similar services of equal value. If any additional goods or services are required which are not specified in Funeral Plan Documents, the Company may charge for these at the rate applicable for those services at the time of the funeral.
- 15.2 The Funeral Plan may not be used to pay for funeral arrangements carried out by anyone other than the Company, or any funeral director sub-contracted by the Company.

16 Our liability to the Plan Holder

- 16.1 Subject to Condition 16.2:
- 16.1.1 the Company shall under no circumstances whatever be liable to the Plan Holder or any other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with these Conditions, the Application Form or the Funeral Plan; and
- 16.1.2 our total liability to the Plan Holder and any other person in respect of all and any losses arising under or in connection with these Conditions, the Application Form and the Funeral Plan, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Total Amount Payable.
- 16.2 Nothing in these Conditions shall limit or exclude our liability for:
- 16.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
- 16.2.2 fraud or fraudulent misrepresentation.
- 16.3 This clause 16 shall survive termination of the Funeral Plan.

17 Charitable donation

Upon 4 months after the Commencement Date the Company undertakes to pay a donation to a charity. The charity shall be as specified in our brochure at the relevant time.

18 General

- 18.1 The Company will not be liable or responsible for any failure to perform, delay in performance of, any of our obligations under these Conditions that is caused by an event outside our reasonable control.
- 18.2 If an event outside our reasonable control occurs:
- 18.2.1 our obligations to the Plan Applicant or Plan Holder will be suspended for the period that the event continues, and it will extend the time to perform these obligations for the duration of that period; and
- 18.2.2 the Company will take reasonable steps to bring the event to a close or to find a solution by which our obligations under these Conditions can be performed despite the event, including (where applicable) offering an alternative service provider to carry out the Funeral Plan.
- 18.3 The Company may assign or deal in any other way with all or any of our rights under these Conditions and the Funeral Plan and subcontract or delegate all or any of our obligations under them. This shall include the ability for the Company to subcontract or delegate any or all of our obligations under these Conditions and the Funeral Plan to any third party or agent.
- 18.4 Neither the Plan Applicant nor the Plan Holder may pass on its rights or obligations under these Conditions or the Funeral Plan to any other person, except as specifically set out in these Conditions.
- 18.5 The Agreement constitutes the entire agreement between the Company and the Plan Applicant or Plan Holder and supersedes (and extinguishes) all and any previous agreements or understandings between the Company (written or oral) relating to their subject matter. There shall be no remedy available in respect of a statement, assurance, representation or warranty (whether made innocently or negligently) not set out in the Application Form or in these Conditions.
- 18.6 No change to the Conditions shall be accepted unless agreed in writing and signed on behalf of both the Company and the Plan Applicant or Plan Holder.

- 18.7 Any notice or other communication required to be given to the Company, the Plan Applicant or Plan Holder under or in connection with the Funeral Plan shall be in writing and shall be delivered personally or sent by prepaid first-class post, recorded delivery or by commercial courier to the Company at our registered office or to the Plan Applicant or Plan Holder at his or her address given in the Application Form (or notified to the Company for such purpose subsequently).
- 18.8 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 18.9 Condition 18.8 shall not apply to the service of any proceedings or other documents in any legal action.
- 18.10 A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Company, or by the Plan Applicant or Plan Holder in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 18.11 Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.
- 18.12 If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the contract shall not be affected.
- 18.13 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 18.14 Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Company and the Plan Applicant or Plan Holder, nor constitute any of them the agent of another of them for any purpose. No such person shall have authority to act as agent for, or to bind, any of the others in any way.
- 18.15 A person who is not a party to the Funeral Plan shall not have any rights under or in connection with it, except where the Application Form is submitted by a Plan Holder or Plan Applicant in which event the Plan Holder or Plan Applicant (or his or her Representatives) specified in the Application Form shall have the rights set out in these Conditions.
- 18.16 The Company and You have a free choice about the law that can apply to a contract. The Company proposes to choose the law of England and Wales, and, by entering into this contract, You agree that the law of England and Wales applies. All communication will be in English.



In partnership with



From50 Funeral Plans are provided by Golden Leaves Ltd.

For advice please call your From50 Consultant – details can be found on the back of your brochure.

goldenleaves.com

FULL PAYMENT & 12 - 60 MONTH INSTALMENTS ONLY Terms & Conditions

Please read these conditions carefully before you sign the application form and (if applicable) the payment form.

Instructions For Next Of Kin Or Executors When Death Occurs

1. When death occurs please contact your appointed funeral director or call us on our emergency service freefone number **0800 85 44 48** or if you are outside the UK + **44 20 8684 3464**. Both our number and the funeral director operate 24hrs every day of the year. You will be in touch with a professional who knows exactly what to do. They will arrange and advise on any immediate steps to be taken.
2. The information you and we require is contained in this information bureau. Should there be any further information required we will advise at the time.
3. When attending the Registrars of Births Deaths & Marriages please remember to bring along this folder and if possible, a birth and/or marriage certificate.
4. Extra copies of the death certificate should be obtained for Probate, Social security benefits, Banks and Insurance at the time of the registration.
5. Golden Leaves Ltd will require a copy death certificate to access the Golden Leaves Trust in order to pay for the funeral service.

1. Definitions

- 1.1 In these conditions the words listed below shall have the following meanings unless the context otherwise requires:
 "Authority" means the Funeral Planning Authority or such other organisation as may from time to time succeed or replace it.
 "Cancellation Charge" means the cancellation charge which may be made by the Company in accordance with the provisions of these conditions, being 20% of the cost of the relevant Plan (or such lesser sum which the Company may from time to time specify).
 "Company" means Golden Leaves Limited.
 "Funeral Director" means the Funeral Director named in the Plan.
 "Plan" means the Funeral Plan identified in this Agreement which includes the services specified by the Company from time to time to be within that Plan.
 "Plan Holder" means you or, where you are purchasing the Funeral Plan for the benefit of some other person, that other person. References in these terms to 'your Representatives' shall only be applicable where you are the Plan Holder or if you pre-decease the Plan Holder.

2. Contract

- 2.1 No contract shall exist between you and the Company until this Agreement has been signed and dated on behalf of the Company to indicate its acceptance of the proposal. When this has been done, this will be the date of the Plan
- 2.2 Upon acceptance the Company will issue you with plan acceptance documentation including a membership certificate and card which will identify the Plan and provide an emergency telephone number in the event of the death of the Plan Holder.

3. Obligations of the Company

- 3.1 Upon payment for the Plan of the sum shown in the Agreement the Company will provide or procure the services stipulated in the Plan upon the following conditions and subject also to the exclusions and limitations in clause 4 of these Conditions:
 - 3.1.1 During this Agreement and whilst it remains a registered provider by the Authority the Company will comply with its Code of Practice in force from time to time.
The current Code of Practice is set out in the booklet available on request. If during this Agreement the Company's registered status ceases for any reason then the Company will nevertheless endeavour to adhere to the said Code of Practice so far as it is reasonably practicable for it to do so.
 - 3.1.2 If you have complaint about the Company then you are asked in the first instance to contact the Company which will endeavour to resolve the issue. If the complaint cannot be resolved by the Company then you may refer it to the Authority to be dealt with under its disputes procedure. The Company is a member of the Authority and is required to comply with the Authority's Code of Practice for Funeral Plan Providers, which includes an obligation to co-operate with its complaints and disputes procedure and to abide by its decisions. A copy of the Code of Practice will be supplied on request by the Company or, alternatively, can be viewed on the Authority's website at www.funeralplanningauthority.co.uk.
 - 3.1.3 Any complaints about the Funeral Director will be subject to the Funeral Director's own complaints procedure. The Company will assist you in the resolution of a complaint by liaising with you and the Funeral Director.

- 3.1.4 If any of the Services stipulated in the Plan are unavailable at the time of the funeral the Company will procure that substitute services are provided which are as near as practicable equivalent to the services stated in the Plan.

4. Exclusions and Limitations

- 4.1 The cost of the funeral in the Plan includes certain disbursements ('Disbursements') as well as the Funeral Director's own charges. Disbursements comprise all out of pocket expenses and sums payable to third parties in connection with the funeral other than any sums due to the Funeral Director for providing their own services. Such disbursements can include (by way of example only) sums payable for purchasing a burial plot, crematorium fees, minister's fees, church fees, flowers and obituaries. The cost of the Disbursements is shown in the cost details for each Plan issued by the Company or specifically noted in the Plan documentation.

If the cost of the Disbursements increases between the date of the purchase of the Plan and the date of the funeral by more than the increase over such period in the Retail Prices Index (RPI) then you or your Representatives (or other person who arranges the funeral) will be liable to pay the difference to the Funeral Director in accordance with their payment terms or, alternatively, you or your Representatives (or other person who arranges the funeral) may cancel the Plan and receive a refund of the price paid for the Plan less the Company's Cancellation Charge.

- 4.2 **BURIALS:** For Plans which provide for a burial, the Company will incur costs to third parties, such as the provision of a burial plot. The Company will endeavour to purchase the plot at the time the Plan is entered into; however, if pre-purchase of grave space is not possible (or if, the Company having pre-purchased a burial plot, that plot later ceases to be available for any reason outside the Company's control) and the costs of a burial plot increase between the date of the purchase of the Plan and the date of the funeral by more than the increase over such period in the Retail Prices Index (RPI) then you or your Representatives (or other person who arranges the funeral) will be liable to pay the difference to the Funeral Director in accordance with their payment terms. Alternatively, you or your Representatives (or other person who arranges your funeral) may require the Company to refund them the price paid for the Plan less the Company's Cancellation Charge.

If any of the burial costs increase as a result of the Plan Holder moving address (for example the interment costs of the cemetery) between the date of the purchase of the Plan and the funeral then if such increase is more than the increase in the RPI over the same period then you or your Representatives (or other person who arranges the funeral) will be liable to pay the difference to the Funeral Director. Alternatively, the Company make a refund to you or them of the price of the Plan less the Company's Cancellation Charge. The burial plot will only be purchased by the Company when Funds to cover this purchase have been collected from you or your representatives.

- 4.3 **CREMATION:** For Plans which provide for cremation, should any of the specific instances referred to in clauses 4.3.1 to 4.3.3 below apply, then additional charges will be due from you or your Representatives (or other person who arranges the funeral) to the Funeral Director in accordance with their payment terms. These are as follows:
 - 4.3.1 if the crematorium at which the funeral occurs makes any additional charge for the provision of music (for example, an organist or choir) or other services;
 - 4.3.2 any fee payable to a doctor to the extent that it exceeds the maximum amount recommended from time to time by the British Medical Association.
 - 4.3.3 the fee charged by the Minister of Religion or Officiant to the extent that it exceeds the maximum amount recommended by the Church of England Stipend Authority or any other authority of the Church of England.
- 4.4 The funeral service will be arranged at a time convenient to the Representatives of the Plan Holder, subject to the availability of the Funeral Director. An additional charge will be due to the Funeral Director in accordance with their payment terms should the Plan Holder's Representative (or other person who arranges the funeral) require the funeral to take place at a weekend or public holiday.
- 4.5 The additional costs for chargeable services associated with the Copper Plan:
 1. Collection from the home or nursing home.
 2. Collection outside of normal working hours.
 3. Return of the cremated remains.

FULL PAYMENT & 12 - 60 MONTHS INSTALMENTS Terms & Conditions (continued)

5. Change of Address or to your requirements

The Guarantee for the Funeral Plan is given by the Appointed Funeral Director. Should you change the requirements in your Funeral Plan (which would include a change of address or funeral arrangements) this may cause the original guarantee offered by the Appointed Funeral Director to lapse. The Company shall endeavour to appoint a new Funeral Director without incurring any additional costs. If this is not possible you will be notified in writing with an estimate of the additional costs which will need to be paid to the newly Appointed Funeral Director at the time of the funeral. The capital amount, along with its growth whilst in the trust will be treated as a contribution towards the funeral costs by the newly Appointed Funeral Director.

6. VAT

6.1 Apart from the specific instances referred to in clause 6.2 below, the Plan does not include VAT which is not at present charged on funerals in the United Kingdom. However, if at the time of the Plan Holder's funeral VAT is payable on the funeral service or any part of it then any increased costs will be payable by you or your Representatives (or other person arranging the funeral) to the Funeral Director.

6.2 Some Plans do include a charge for VAT on certain items (for example, the provision of a headstone or memorials). If at the date of the funeral the rate of VAT has increased then you or your Representatives (or other person arranging the funeral) will be liable for the increase which will be payable to the Funeral Director in accordance with their payment terms.

7. Procedure on Death of Plan Holder

7.1 Subject to Clause 3 and Clause 7.2 below, as soon as the Company has been informed of the death of the Plan Holder and been given such information as is necessary

7.1.1 the Company will instruct the Funeral Director to undertake the funeral in accordance with the Plan; and

7.1.2 the Funeral Director's charges will be settled by the Company.

7.2 The Company will only instruct the Funeral Director if at the date of death an agency or service agreement is in force between the Company and the Funeral Director, which the Funeral Director is able to perform. If this is not the case then the Company will either refund the sums which have been paid into the Plan (in which case the provisions of sub-clause 9.2 below will apply if the Plan is cancelled in accordance with that sub-clause) or (subject to the provisions of these Terms) pay the cost of any other funeral director appointed by the Plan Holder's Representatives provided that:

7.2.1 the services are in accordance with the Plan; and

7.2.2 the funeral director's charges for the funeral (including, without limitation, costs, due to third parties) do not exceed the price then chargeable by the Company for the nearest equivalent funeral plan at the date of death and are reasonable.

7.3 All arrangements for the funeral will be made direct between the Plan Holder's Representatives and the Funeral Director.

8. Payment by Instalments

8.1 As an alternative to making a single payment you may if you wish pay by Instalments. If you have selected the Instalment Option your payments should be shown on the Payment Form. On all instalments purchases of longer duration than 12 months a cumulative interest charge of 6% per annum is included in the monthly instalment calculations.

8.2 The first instalment is due on the 1st or 16th of the month following the month of acceptance of your application. All further instalments are then payable (subject to the following provisions) on or about the 1st or 16th of each month thereafter.

8.3 If you choose to pay by instalments you are not contractually bound to make them. However, unless all instalments are paid then the Company will be under no obligation to provide or procure the services of the Plan.

8.4 If any instalment is not paid on the stipulated date in the Payment form the Company reserves the right to cancel the Plan on giving you not less than fourteen days prior written notice and will refund all payments made to that date (without interest), less the Company's Cancellation Charge.

8.5 If the Plan has not been cancelled under Clause 8.4 above or Clause 9 below then in the event of the death of the Plan Holder before all the instalments are paid the Company will, upon the request of you or your Representatives, either:

8.5.1 refund all instalments paid to that date (without interest) less the Cancellation Charge after which, any guarantees within the plan will lapse.

8.5.2 Or apply the balance remaining towards the cost of your funeral in accordance with the Plan; once the final outstanding balance due to the company has been settled by you or your representatives.

9. Cancellation

9.1 Whether you are paying for the Plan by instalments or in a lump sum you or your Representatives have the right to cancel the Plan upon giving to the Company written notice to this effect within 28 days after the Company has received your first payment. All payments made to the date of termination will be repaid to you or your Representatives (without interest). In these circumstances no Cancellation Charge will be made.

9.2 After the said 28 day period, you or your Representatives may request the Company to refund the cost of the Plan (if paid for in full) whereupon the Company may in its absolute discretion refund the amount paid less its Cancellation Charge on the whole or any part of the cost of the Plan and also (in the case of a Plan providing for a burial), less the costs incurred by the Company in purchasing or reserving a burial plot.

10. General

10.1 The Company is not liable for any acts or omissions of any subcontracted Funeral Director appointed pursuant to Clause 7.1

10.2 The Company cannot be held responsible for the acts or omissions of the Funeral Director appointed under clause 7.1 unless the Company has been negligent in its appointment.

10.3 All sums received by the Company constitute a pre-payment towards the cost of the funeral described in the Plan in accordance with the provisions of these Terms. Neither you nor (if different) the Plan Holder nor your respective Representatives shall be entitled to any interest on or income from any part of the sum paid to the Company in connection with the Plan and any right which you or your Representatives may have to any refund of sums paid are governed strictly by the terms of this Agreement. The sums which you pay to the Company in connection with the Plan will be paid directly to the Trustees of the Golden Leaves Trust Fund, in accordance with the requirements of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001). The Company is entitled solely to any growth in or interest on or income from the sums paid, which entitlement the Company has settled in accordance with the terms of the Trust.

10.4 The Company shall have no further obligations to you, the Plan Holder (if different) or your respective Representatives, whether financial or otherwise, save as expressly set out in these Terms and in the Code of Practice.

10.5 You may not assign your rights and obligations under the Agreement.

10.6 Any notice or other information required or authorised by these Terms shall be given by hand or sent by first class pre paid post to the other party at the address specified in the Agreement or to such other address as that party may notify the other in writing from time to time in accordance with this provision.

10.7 The provisions of clauses 4, 5 and 6 are made for the benefit of a Funeral Director and, accordingly, it may in its own right enforce these provisions in accordance with the Provisions of the Contracts (Rights of Third Parties) Act 1999 ('the Act'). This Agreement does not, however, create any other rights enforceable by any person who is not a party to it (including, without limitation, Plan Holder where you are purchasing the Plan not for yourself but for some other person) under the Act.

10.8 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

10.9 The funeral service for the Zinc plan can only be held at the same location as the burial or cremation service is taking place. There is no funeral procession allowed under the structure of this plan. The deceased will be transported directly to the selected crematorium or cemetery directly from the premises of the funeral director. Golden Leaves will appoint a funeral director in your locality, you will not have the option to nominate. The funeral director appointed by Golden Leaves will determine the time and date of the funeral services.

11. Cancellation Charge

The cancellation charge on all Plans is equivalent to 20% of the overall cost of the funeral plan or such lesser amount as the Company may specify from time to time, either in relation to any individual Plan or to its Plans generally. The cancellation charge is included within the price of each Plan. In the event of cancellation in accordance with clause 9.1 of these Terms (but not otherwise) neither you nor your Representatives will be charged this figure.

11.1 A funeral plan may not be cancelled after death unless by written acceptance of the company.

From50 Funeral Plans are provided in association with Golden Leaves Ltd.