

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 issue date of the Plan.
- 2.2 Upon acceptance the Company, and once the first payment has been received, 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, doctor's 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 will at the request of you or your representatives 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 (including, for example, an organist or choir) or any 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 or any successor body thereto;
 - 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 in succession thereto.
- 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.

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5. Change of Address or requirements

The guarantee for the Plan is given by the appointed Funeral Director. Should you change the requirements in your 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 the Company will instruct the Funeral Director to undertake the funeral in accordance with the Plan; and

7.1.1 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 (at the option of you or your representatives) 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. Payment plans are listed in the price list. All instalment payments of longer than 12 months duration are subject to a 6% cumulative interest charge.

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 under the Plan 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 instalments are paid, the Plan guarantee will lapse and 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 issue date, when the Company receives the first payment; whether full payment, instalment or deposit. 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 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, a Plan Holder where you are purchasing the Plan not for yourself but for some other person) under the Act.

10.8 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.

11. Cancellation Charge

The cancellation charge on all Plans is equivalent to 25% 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.

