

PREPAID FUNERAL PLAN TERMS & CONDITIONS

1. INFORMATION ABOUT US

1.1 **Who are we;** “We” or “us” are Independent Funeral Planning Services Limited (Company Number 13556844) with registered office at 63 High Bridge, Newcastle upon Tyne NE1 6BX. We will be your plan provider responsible for providing the funeral services. The Go As You Please Group ("the Group") are our Appointed Representatives and will act as your funeral directors. There are different trading companies within the Group as follows:

GO AS YOU PLEASE FUNERALS 2009 LIMITED (CRN:07024767) (reference “Cramlington” branch)
Unit 5 Front Street, Klondyke, Cramlington, Northumberland, NE23 6RF, Tel: 01670 730303

GO AS YOU PLEASE FUNERALS (EDINBURGH) LIMITED (CRN:10317330) (reference “Edinburgh” branch)
16A Willowbrae Road, Edinburgh, EH8 7DB, Tel: 0131 661 0049

GO AS YOU PLEASE CONSETT LIMITED (CRN:10027614) (reference “Consett” branch)
32 Middle St, Consett, DH8 5QJ, Tel: 01207 594057

GO AS YOU PLEASE WOOLAND FUNERALS LIMITED (CRN: 09275362) (reference “Woodland”)
Unit 5 Front Street, Klondyke, Cramlington, Northumberland, NE23 6RF, Tel: 01670 730303

The Appointed Representative the Funeral Plan relates to, will be referenced on your Application at time of purchase.

We may appoint additional Appointed Representatives from time to time.

[Include status disclosure statement and the fact that IFPSL is included in the Financial Services Register and the means for verifying this.]

1.2 In these terms and conditions:

“**Administration Fee**” means the charge payable by you in accordance with the provisions of these terms and conditions.

“**Application**” means the application form you have completed, signed, and returned to us.

“**Appointed Representative**” will be one of the companies within the Group (referred to above) who we appoint to be the funeral directors under the Funeral Plan.

“**Business Day**” means any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom.

“**Estate**” means the Plan Holder's next of kin, executors, trustees and/or representative who are legally authorised to act for the Plan Holder after his or her death.

“**Funeral Pack**” means the documentation supplied by us to you containing the Funeral Plan Summary, a copy of these terms and conditions and our privacy notice. .

“**Funeral Plan Statement**” means a statement sent to you every 3 years providing you with details of the Funeral Plan.

“**Funeral Plan Summary**” the separate document summarising the details and main terms of the chosen Funeral Plan..

“**Funeral Plan**” means the funeral plan agreed in the Application and identified in the Funeral Plan Summary.

“**Moratorium Period**” means the period in which you, if applicable, are paying instalments to us for the Funeral Plan during which we are not obliged to provide, or secure the provision of, a funeral on death. For the avoidance of doubt, the Moratorium Period ends on day you pay your final instalment or your balance is cleared, whichever is first.

“**Nominated Representative**” means, if applicable, the individual you have chosen to be made aware of the Funeral Plan and whom we will contact on your death (or the death of the Plan Holder as the case may be).

“**Plan Holder**” means the person named within the Funeral Plan Summary on whose death a funeral is covered by the Funeral Plan (who may also be you).

“Trust” means The Independent Funeral Planning Services Trust administered by The Funeral Trustee Company Limited (CRN: 08772699) whose registered office is at 63 High Bridge, Newcastle Upon Tyne, United Kingdom, NE1 6BX.

“you/your” the applicant/person applying for the Funeral Plan (you may also be the Plan Holder).

2. OUR CONTRACT WITH YOU

2.1 The following documents make up the agreement between you and us:

- 2.1.1 the signed Application,
- 2.1.2 the Funeral Plan Summary, and
- 2.1.3
- 2.1.4 these Terms and Conditions.

("funeral plan contract").

2.2 **Our acceptance of your Application** will take place when we issue you with the formal Funeral Pack identifying the Funeral Plan chosen, at which point the funeral plan contract will come into existence between you and us.

2.3 **Upon receipt of your Funeral Pack**, please check that all information is correct, and inform us of any errors within 30 days.

2.4 **Your contact details.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Application.

2.5 **The Funeral Plan Statement.** Once every 3 years from the date of the funeral plan contract, we will send you at the email address or postal address you provided to us in your Application, the Funeral Plan Statement summarising your Funeral Plan.

2.6 **Nominated Representative.** Unless you have expressly stated in the Application that you do not want us to contact your Nominated Representative or that no Nominated Representative is to be appointed, we will provide your Nominated Representative with an explanatory document within 5 Business Days of issue of the funeral plan contract.

3. THE FUNERAL PLAN

3.1 **Eligibility.** The Funeral Plans are available to UK residents who are aged 50 or over at the date of application. We may accept applications for UK residents under 50 at our sole discretion.

3.2 **What the Plan covers.** The Funeral Plan purchased shall include those products and services set out in the personalised Funeral Plan Summary included in the Funeral Pack.

3.3 **What the Plan does not cover.** The cost for products and services which will not be included in the Funeral Plan. These may include, but are not limited to:

- 3.3.1 a memorial (for example, headstone), flowers, additional limousines, press notice and order of service,
- 3.3.2 catering,
- 3.3.3 any fees payable to a coroner,
- 3.3.4 the use of an organist, choir or live music,
- 3.3.5 any costs incurred to remove a medical device (for example, a pacemaker) or a prosthesis (for example, an artificial limb),
- 3.3.6 conducting the funeral on a weekend, at an unusual hour or public holiday,
- 3.3.7 burial services and purchasing a burial plot,
- 3.3.8 repatriation costs,
- 3.3.9 special wishes,
- 3.3.10 a person to officiate such as a religious minister (other than our nominated humanist minister),
- 3.3.11 cost of a church service, and

3.3.12 embalming.

We cannot reasonably calculate those charges in advance and therefore, if they are required, they will need to be paid for separately by your Estate before the funeral takes place. You can make a contribution towards these costs at any time, and the contribution will be added to your Funeral Plan.

- 3.4 **Price Guarantee.** Once you have paid the amounts set out in the Funeral Plan, the funds for the funeral as set out in the Funeral Plan Summary are guaranteed. .

4. YOUR RESPONSIBILITIES

- 4.1 **How you can pay.** You can pay for the Funeral Plan in full by bacs, cheque, credit or debit card or in instalments by direct debit over 12 months (please see below regarding paying by instalments). Our Appointed Representatives may take payment from you as our agent but the payment will be made directly to us.
- 4.2 **Who can pay.** Another person can pay for your Funeral Plan but if they don't pay, you are still responsible. You will own and control your Funeral Plan and will receive the documents relating to it.
- 4.3 **Administration Fee.** In addition to the plan cost an Administration Fee is payable by you [when?]. The amount of the Administration Fee will be set out in the Application.
- 4.4 **Change of details.** Please let us know if you change your name, address, or any other information that may affect your Funeral Plan.
- 4.5 **The Applicant.** If you are the Plan Holder, the rights and benefits set out in our contract with you accrue to you and you are responsible for making payments to us in accordance with our contract. If you have named a different person as the Plan Holder on the Application, the rights and benefits set out in our contract with you will nevertheless accrue to you and not to the Plan Holder.
- 4.6 **Change of funeral location.** The Funeral Plan provides for your funeral to be provided at the location specified in the Application. If you change your address you must notify us, and we will have the right to nominate an appropriate alternative funeral director or cancel the Funeral Plan in accordance with clause 7.5.2. If, notwithstanding the change of address, you or your Estate wish the funeral to be undertaken by us then you or your Estate will be responsible for any additional transport costs (beyond a 20mile radius) incurred in connection with the funeral. Additional mileage, if applicable, is charged per mile at our rate applicable at the date of the funeral.

5. PAYMENT BY INSTALMENTS

- 5.1 **Instalments.** The maximum period available to you will be 12 months and there are no additional charges for using such payment option.
- 5.2 **Deposit.** If paying by instalments, a minimum deposit equivalent to the administration fee applicable to your plan, is required when you submit the Application to us. [This will be in addition to the administration fee charged]. You will pay the instalments by standing order.
- 5.3 **Paying off early.** You can make one-off extra payments on any instalment plan at any time to reduce your balance or you can pay the rest of the balance on your Funeral Plan at any time.
- 5.4 **If you fail to pay.** If you have a payment shortfall of two consecutive payments, we will provide you with a statement of the payments due, the total amount of the shortfall and information on the consequences under the funeral plan contract if the payment shortfall is not paid within 10 Business Days of the notification.
- 5.5 **If you die before all payments are made.** Should the Plan Holder pass away prior to full payment of the Funeral Plan, the cost and arrangements detailed in the Funeral Plan Summary will still be honoured, and we will credit the amount you have contributed (less the Administration Fee) towards the cost of the funeral. The outstanding balance will need to be paid for by your Estate at the time of the funeral. Alternatively, the Estate can choose not to pay the balance and the Funeral Plan will be deemed to be cancelled. If this is the case, we will return the instalments paid on the Funeral Plan to the Estate less the Administration Fee in accordance with clause 7.6.

6. OUR RESPONSIBILITIES

- 6.1 **How we keep your money safe.** All [plan] payments [excluding the Administration Fee] you make to us are passed to the Trust to be held in a secure account in accordance with the Trust deed.
- 6.2 **Release of funds.** Upon supply of proof of death to us by your Estate, we will pass such documentation to the Trust who will then release the funds to us for the execution of your funeral by our Appointed Representative.
- 6.3 **Substitution.** We reserve the right to substitute any of the goods or services specified in the Funeral Plan Summary with an equivalent alternative at no further charge should the goods and services specified be unavailable when required.

6.4 **What if we or our Appointed Representative go out of business?** In this unlikely event, the money will be protected by the Trust under the control of the independent trustee. The trustee will work with the Financial Conduct Authority (or equivalent regulatory body) or a replacement funeral director to provide your funeral. Alternatively, the funds will be returned to your Estate. You or the Estate also have the right to make a claim from the Financial Services Compensation Scheme (FSCS) if your Funeral Plan hasn't already been carried out. You can find out more by visiting www.fscs.or.uk or contacting the scheme directly by post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY or by telephone: 0800 678 1100 or 0207 741 4100.

7. CANCELLATION

7.1 **How you can cancel.** You may cancel the Funeral Plan without giving any reason and without penalty:

7.1.1 within 30 days of the date of receipt of the Funeral Pack; or

7.1.2 in the case of an instalment payment plan, within the Moratorium Period ("Cancellation Period").

If you do wish to cancel your Funeral Plan, you must:

7.1.3 notify us by completing and returning the cancellation form entitled "Cancellation Form" which will be supplied upon request; or

7.1.4 otherwise notify us either:

(a) in writing to 63 High Bridge, Newcastle Upon Tyne, United Kingdom, NE1 6BX,

(b) by telephone on XXXXXXXX

(c) by email to [INSERT EMAIL ADDRESS], or

(d) by visiting the branch at which you purchased the Funeral Plan.

Any notification of cancellation should specify the Funeral Plan Holder name, address, and reference.

7.2 Provided we receive such notification within the Cancellation Period, we will refund all the money you have paid within 30 days of us receiving notification of cancellation.

7.3 If you wish to cancel the Funeral Plan after the Cancellation Period, you must notify us in the same manner as set out in clause 7.1 and we will refund any money you have paid, less the Administration Fee, within 30 days of us receiving notification of cancellation.

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

7.5 **How we can cancel.** We may cancel the Funeral Plan by giving notice to you if:

7.5.1 you have a payment shortfall of 2 consecutive payments, we have notified you within 5 Business Days of the second missed payment and you have not paid the payment shortfall within 10 Business days of the date of that notification in accordance with clause 5.4,

7.5.2 the Plan Holder dies within the Moratorium Period and the outstanding balance is not paid for by the Estate,

7.5.3 the funeral is to be conducted at a location other than the location identified in the Funeral Plan Summary,

7.5.4 the funeral cannot be performed because of circumstances outside of our control (for example, war, terrorism, or riot).

7.6 If we cancel the Funeral Plan in accordance with clause 7.5, the funeral plan contract is terminated and the cost of your Funeral Plan less the Administration Fee will be refunded to you and we will have no further obligations to provide the benefit set out in the Funeral Plan.

7.7 No interest or investment returns on payments made shall be payable in respect of refunds due to cancellation by either of us.

7.8 **Change of Funeral Plan.** If during the life of your Funeral Plan you wish to amend your plan or change to a different plan, then you can upgrade or downgrade your plan at our sole discretion. No changes can be made to the Funeral Plan after the Plan Holder's death unless the Plan Holder's Estate agrees any changes and pays any additional costs to the Appointed Representative directly .

7.9 **Upgrades.** The cost of any upgrade will be the difference between the prevailing Funeral Plan prices at the time the upgrade is made.

7.10 **Downgrades.** If you request a downgrade, we will refund the difference between the price you paid for the Funeral Plan and the current price of the new plan.

7.11 If you make any changes set out in clauses 7.8 to 7.10, we will make the changes to the Funeral Plan Summary and send you a copy. If you are paying by instalments, your new instalments will reflect the changes you make.

8. COMPLAINTS

8.1 If you have a complaint about us, please contact us directly in the first instance and we will acknowledge receipt of your complaint within 7 days. We will provide you with a final response, or written response indicating when we will give you a final response, within 8 weeks after our receipt of your complaint.

Post: Independent Funeral Planning Services Limited 63 High Bridge, Newcastle Upon Tyne, United Kingdom, NE1 6BX.Tel: 01670 730303

Email: [INSERT EMAIL ADDRESS OF NEWCO]

8.2 If your complaint cannot be resolved, you may refer it to the Financial Ombudsman Service <https://www.financial-ombudsman.org.uk/>. Their telephone number is 0800 023 4567.

9. DATA PROTECTION

9.1 We will only process your personal data, the personal data of the Plan Holder (if different) and the personal data of the Nominated Representative in accordance with our Privacy Policy.

9.2 When you provide information to us about the Plan Holder (if applicable) and/or the Nominated Representative you must have their permission to do so, and have told them about how we will use their personal information.

9.3 Please view our Privacy Policy for more information on how we handle your data.

10. VAT

10.1 Apart from the specific instances referred to in clause 10.2 below, the Funeral Plan does not include VAT. However, if at the time of the funeral VAT is payable on the funeral service or any part of it then any increased costs will be payable by you (or other person arranging the funeral) to us.

10.2 Some Funeral Plans do include a charge for VAT on certain items. If at the date of the funeral the rate of VAT has increased, then the Plan Holder or Estate will be liable for the increase which will be payable to us in accordance with their payment terms.

11. MISCELLANEOUS

11.1 We may amend these terms from time to time and will give written notice to you of any material amendments which have been made.

11.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.3 The Funeral Plan is personal to you, the person specified on the Funeral Plan Summary, and cannot be sold or used as security for a loan. We may consider a request in writing to either:

11.3.1 nominate a different Plan Holder or .

11.3.2 transfer your rights and obligations under these terms to a new Applicant,

In the event we grant our prior written consent to either of the above transactions, we will issue a new funeral plan contract for the new Plan Holder and/or Applicant (as applicable). This may incur an administration fee payable by you.

11.4 English law applies to your Funeral Plan unless you live in Scotland or Northern Ireland. If you live in Scotland, Scots law will apply. If you live in Northern Ireland, the law of Northern Ireland will apply.