

Funeral Planning Services Limited - Terms of Sale

These terms apply to the purchase of funeral plans administered 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. How the funeral plan works

You choose the service as itemised and pay the agreed plan price to the Trust. The price usually includes the funeral director's fee, an administration fee and an allowance for other funeral expenses known as disbursements. You may select the funeral director or FPS will select a firm on your behalf. The funeral director guarantees to provide the service for you when required. Once the funeral plan has been accepted the administration fee is withdrawn from the Trust and paid to FPS.

2. Your responsibilities

2.1 To pay the plan price in full, provide your name, year of birth and address, and advise any subsequent change of address.

2.2 To advise your next-of-kin, or whoever will be responsible at the time of the funeral, that you have purchased a funeral plan and give him or her the simple instructions about what to do at the time, which will be included in your guarantee certificate.

2.3. To keep your guarantee certificate safe and make sure your next-of-kin or executor has access to it when necessary. Further copies are available for a small charge.

3. FPS responsibilities

3.1. To deposit all funeral payments into the Trust, to be controlled by the managing trustees in accordance with the trust deed.

3.2. To arrange for the selected funeral director to give the guarantee or, if the selected funeral director cannot give the guarantee or provide the funeral when required, arrange for an alternative funeral director to give the guarantee.

3.3. If the selected funeral director is unable to give or honour the Funeral Plan Guarantee and FPS are unable to arrange an alternative funeral director to give or honour the guarantee, your application may not be accepted or the plan may be cancelled.

3.4. To issue a Funeral Plan Guarantee certificate to you, confirming your guarantee from the funeral director.

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Following registration of the death and provision of the specified funeral, to arrange for the appropriate amount to be withdrawn from the Trust and paid to the funeral director.

3.6. To comply with all the laws and regulations governing the sale and administration of funeral pre-payment plans.

3.7. To maintain complete confidentiality about your arrangements at all times, except as required for the administration of the plan.

3.8. FPS have no financial obligation to you other than to comply with these terms of sale.

4. The funeral director's responsibilities

4.1. To provide the funeral director's services as itemised in the 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.

4.2. If the selected funeral director cannot provide the funeral as itemised in the Guarantee, for whatever reason, FPS will arrange for an alternative funeral director to give the guarantee subject to clause 3.3

5. Payment by instalments

5.1. You can pay a deposit or instalments towards a plan but the guarantee does not apply until the Trust has received the full plan price. The full 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

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

6. Your right to cancel

6.1. You may cancel the 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 plan, the plan cannot be cancelled.

6.2. If the plan is cancelled FPS will deduct the administration fee and refund to you the balance of any payments received, except that if you notify FPS within one month of your application being accepted the administration fee will be waived.

7. If you have a complaint

7.1. 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, to co-operate with the FPA complaints and disputes procedure and to abide by the decisions of the FPA Compliance Committee. A copy of the FPA Code of Practice is available from FPS or can be viewed on www.funeralplanningauthority.co.uk

7.2 If you have any complaints 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.

8. Notes

8.1 The agreement between you and FPS consists of the application form, the Funeral Plan Guarantee Certificate and description of the funeral selected and these terms of sale. The terms cannot be varied unless agreed and signed by FPS and you.

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

8.3. 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.

8.4. If there is any dispute English law will apply.

8.5. These terms of sale apply to plans purchased from 8th April 2002 and replace any prior dated terms.