

Funeral Plan Terms and Conditions

Direct Cremation Plan (2025) (Single payment option)

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1 Definitions

We use the following definitions in your funeral plan and other related documents:

allocated funeral director

This is the funeral director selected by us to provide the funeral services.

arrangement fee

This is our fee of £325 for providing the services detailed in your funeral plan.

authorised provider

This means another firm which has appropriate permission from the Financial Conduct Authority to carry out funeral plan contracts as a provider.

business day

This is any day other than a Saturday or Sunday or any public or bank holiday.

covered individual

This is the person on whose death funeral services will be provided by your funeral plan; this may be you or a family member or friend nominated by you (see Section 5).

estate

This is anyone legally authorised to act for you after your death. This term also covers anyone legally authorised to act for a covered individual if you choose to transfer your funeral service benefits (see Section 5).

FSCS

This means the Financial Services Compensation Scheme. Details can be found at www.fscs.org.uk

funeral director's costs

This is the allocated funeral director's fees and costs for your funeral services. It does not include third party costs.

funeral director terms and conditions

These are the terms and conditions, accepted by the allocated funeral director for your funeral plan which include the guarantee.

funeral plan

These are the pre-paid funeral services offered by us and the terms on which they are to be provided as set out in Section 2.5 (1) our brochure (2) the funeral plan summary and (3) the key features and terms and conditions booklet.

funeral services

These are all the services connected to your funeral (or another covered individual's funeral – see Section 5) which will be provided by us or the allocated funeral director. The services are described in Section 2.5.

guarantee

This is the guarantee given by the allocated funeral director to provide your funeral services. It is included in the funeral director terms and conditions.

plan representative

This is any person you name as your plan representative in your plan. Your plan representative may be the same person as

someone you name as your nominated representative in your plan but does not need to be and has a different role which is further described in Section 8.1.

start date

This is the date on which you receive our written acceptance of your application for a funeral plan. It is the date on which our contract with you begins.

third party costs

These are costs and fees that are paid by us or by the allocated funeral director to other suppliers or professionals to carry out funeral services outlined in your funeral plan; this includes the cremation fee.

total cost

This is the total amount you will pay for your funeral plan as detailed in the funeral plan summary and in your plan documents.

Trust

The Golden Charter Trust which is further described in our brochure.

we/us

Golden Charter Limited (Reg. No. 2511598; registered office: One Fleet Place, London EC4M 7WS). **We are authorised and regulated by the Financial Conduct Authority. (FRN: 965279.)**

you

This is the person named on the funeral plan who we will provide with funeral services under the funeral plan.

You cannot make changes to your funeral plan, request additional funeral services or choose the allocated funeral director. If after your death your estate wish additional services to be provided as part of your funeral they must make and pay for such arrangements separately with the allocated funeral director and they will not form part of your funeral plan.

2 What is included in your funeral plan

- 2.1** We agree to provide a funeral plan on the basis set out in these terms and conditions and in the other documents we refer to. Our contract is with you (whether or not you purchased the funeral plan), or any covered individual you nominate to receive the funeral services (see Section 5).
- 2.2** We only provide funeral plans to people who live in England, Wales, Scotland or Northern Ireland.
- 2.3** Your funeral plan covers all the funeral director's costs and third party costs for the services described in Section 2.4.
- 2.4** Your funeral plan covers the following:
 - 2.4.1** an unattended cremation;
 - 2.4.2** the allocated funeral director arranging for your cremation at a crematorium chosen by them (which may be anywhere in the United Kingdom) and without anyone attending other than the allocated funeral director's staff;
 - 2.4.3** provision by the allocated funeral director of all relevant professional services in relation to your funeral arrangements including:
 - 2.4.3.1** advice on certification and registration of death;
 - 2.4.3.2** collection and transportation of body;
 - 2.4.3.3** a coffin suitable for cremation;
 - 2.4.3.4** care of deceased (including removal of pacemakers where applicable);
 - 2.4.3.5** reasonable telephone support;
 - 2.4.4** payment of cremation fee;
 - 2.4.5** delivery of ashes to a location within 10 miles of the allocated funeral director's premises or making them available for collection or scattering them in a garden of remembrance.

- 2.5** Please note:
- 2.5.1** you will not be able to make any changes to your funeral services;
- 2.5.2** your funeral plan is for cremation only with no burial option;
- 2.5.3** there is no funeral service or funeral procession;
- 2.5.4** the allocated funeral director determines the date and time of the cremation and neither you nor your estate will have any choice on this;
- 2.5.5** additional costs will apply if you die outside of the United Kingdom and we or the allocated funeral director are involved with arrangements to bring the body back to the United Kingdom;
- 2.5.6** no services other than those set out in Section 2.4 are covered under your funeral plan.
- 2.6** The price of your funeral plan covers only the specific funeral services described in Section 2.4.
- 3 The single payment option**
- 3.1** You must pay the total cost in a single payment to us. The total cost includes our arrangement fee that we will retain as a contribution towards setting up your funeral plan. The balance of the sums paid by you will be paid into the Trust and be used to pay the allocated funeral director and for other authorised purposes.
- 3.2** You must contact us and tell us about any change to your circumstances (including any change to your address) as soon as reasonably possible. You should bear in mind that you cannot make any changes to your funeral services or funeral plan. A change of address may mean that we have to appoint a new allocated funeral director.
- 3.3** We will refund all the money you have paid if you cancel your funeral plan within 30 days of the start date. If you cancel after that 30 day period, we will refund all the money you have paid but retain our arrangement fee of £325. This fee will be deducted from the money to be refunded to you.
- 4 Arrangements in case we fail**
- 4.1** This Section 4 applies in the unlikely event of any of the following situations occurring (whichever comes first):
- 4.1.1** we cease to be able to provide your funeral services upon your or a covered individual's death;
- 4.1.2** we no longer intend to provide your funeral services upon your or a covered individual's death; or
- 4.1.3** we are neither attempting nor will we attempt to transfer your funeral plan to another authorised provider.
- These situations may occur if we suffer an insolvency event such as entering into liquidation, administration or receivership.
- 4.2** In the circumstances detailed in Section 4.1, nothing in your funeral plan will limit our liability towards you or a covered individual or your or their estate to any payment in respect of your funeral plan to which you or they may be entitled.
- 4.3** If any of the circumstances detailed in Section 4.1 apply, we will seek to transfer our responsibilities to you under your funeral plan to another authorised provider. We will seek to ensure that this will result in the funeral services being carried out by the other authorised provider on the same terms as would have been provided by us under your funeral plan. You consent to us making at any relevant time, appropriate arrangements for the transfer of your funeral plan and/or our obligations to you under your funeral plan to an appropriate authorised provider as referred to above. A transfer envisaged by this Section 4.3 is not limited to a transfer to a particular authorised provider(s), and your consent to us making appropriate arrangements for transfer relates to transfers arranged by an insolvency practitioner appointed to us that will result in your funeral plan being carried out by another authorised provider on the same terms as you entered into with us or transfers arranged by the FSCS in securing continuity of your funeral plan on terms specified by the FSCS. No consent is required from any other covered individual.
- 4.4** If a transfer of your funeral plan or our obligations under your funeral plan to another authorised provider is not possible for any reason, then we will instead make arrangements to ensure that the provisions of Section 4.5 will apply instead.
- 4.5** If any of the circumstances detailed in Section 4.1 above apply and a transfer of your funeral plan or our obligations under your funeral plan to another authorised provider is not possible, we will take all necessary steps to ensure that the sums retained will continue to be available to pay for your funeral services or, as specified by you, the funeral services of another covered individual. Failing that, we will take all necessary steps to ensure that payment will be made of a refund to you (or to another covered individual if specified by you).
- 4.6** You irrevocably appoint us, for the whole duration of your funeral plan, as an agent for the purposes of asserting any right or interest that you may have in the Trust (but without prejudice to the possibility of you or any covered individual asserting such rights or interests yourselves).
- 4.7** Your payments to us are covered by the FSCS. Further information about how the FSCS may protect you is included in your funeral plan summary.
- 5 Transfer of funeral services to another covered individual**
- 5.1** You can transfer the benefit of the funeral services to another covered individual who dies before you.
- 5.2** A change of address following such a transfer may mean that we have to appoint a new allocated funeral director.
- 5.3** Your funeral plan provides funeral services for you or a covered individual.
- 5.4** If there is any dispute with covered individuals or friends under this section, the funeral services benefits of your funeral plan will stay with you. We will not be responsible for resolving any such dispute.
- 6 Allocated funeral director and your funeral arrangements**
- 6.1** Appointment of allocated funeral director
- We will appoint the allocated funeral director as our subcontractor to provide the funeral services no later than 30 days of the start date of your funeral plan. The allocated funeral director will provide the guarantee.
- 6.2** We have the right to appoint a new allocated funeral director if there is any failure on the part of the allocated funeral director originally appointed by us. Failure could include the allocated funeral director ceasing to trade or refusing to provide the funeral services to our satisfaction and/or in line with payment and other arrangements in place between us and the allocated funeral director.
- 6.3 Provision of funeral services**
- We will make sure that the allocated funeral director provides your funeral services in line with your funeral plan and to a satisfactory quality and standard.
- 6.4** You will not be able to choose an allocated funeral director different to the one we allocate and appoint for your funeral plan.
- 7 General cancellation provisions**
- 7.1** Your funeral plan cannot be cancelled after your death unless this is agreed with us. If any person wishes to have your funeral carried out by someone other than the allocated funeral director, unless otherwise agreed by us, they must pay for such funeral arrangements themselves.
- 7.2** We may cancel your funeral plan where there is good reason, and it is reasonable in the circumstances. Good reasons will include (but are not limited to) the following:
- 7.2.1** a conflict of interest arises;
- 7.2.2** you have failed to pay sums which are due by you.
- If we cancel for such reasons, we will write to you immediately to tell you. Without affecting your statutory rights, we will refund the money you have paid but retain our arrangement fee of £325 if we cancel after the 30 day period referred to in Section 3.3.
- 7.3** In order to cancel our contract, you can contact us by any of the methods set out in Section 8.5. Your rights to cancel under Section 3 are more favourable to you than

the cancellation rights given to you under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You therefore do not need to use the statutory cancellation rights available to you under these regulations. To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement using any of the contact methods referred to in Section 8.5 (that is a phone call to us on 0800 833 800, an email or a letter sent by post). If you cancel by post, we recommend you obtain proof of postage. You do not need to give us any reason for cancelling but you can do so if you wish. All your statutory rights are unaffected.

- 7.4 All refunds made by us will be paid (1) to the person who made the original payment to us and (2) in line with the original method of payment.

8 Other general provisions

8.1 Instructions

- 8.1.1 We will communicate with and follow instructions from either you or your plan representative on all matters relating to your funeral services. References to you will therefore include references to your plan representative (instead of you) where appropriate. If there is any inconsistency between instructions given by you (or any person legally authorised to deal with your affairs) and by your plan representative in relation to the funeral services, we will follow your instructions (or the instructions of any legally authorised person).
- 8.1.2 Data protection laws tell us how we must look after personal information and how information can be shared. This means that if you nominate a covered individual to receive funeral services (see Section 5) we may not be able to provide information to you without that person's consent.

8.2 Acceptance

We will tell you if we have accepted or rejected the application within 30 days of receiving your completed application form. Your funeral plan does not become effective until we have told you that we have accepted your application.

8.3 Applicable Law

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.

8.4 Value Added Tax (VAT)

No VAT has been added to any of the sums payable for your funeral services. If VAT rules or HM Revenue & Customs' practice or interpretation of VAT rules change, we may add VAT to any relevant sum that does not already include it. This will then be payable by you or your estate.

8.5 Complaints

If you feel that our service does not meet your expectations, we follow a strict procedure for dealing with your complaint. We will do our best to address the matter quickly and fairly. In the first instance, please call our Customer Service Team free on 0800 833 800 or write to us at:

Customer Service Team Golden Charter
2nd Floor
Aurora Building
120 Bothwell Street
Glasgow G2 7JS

Or email us at: contact@goldencharter.co.uk.

If we cannot resolve your complaint immediately, we will send you out an acknowledgement within five working days. We will confirm at the same time that you will hear further from us within four weeks. If you are not satisfied with our response or we do not resolve your complaint within eight weeks, you may then take the matter further by contacting:

The Financial Ombudsman Service
Exchange Tower London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

8.6 Document retention

We only keep the original documents completed and/or signed by you relating to your funeral plan and services for a short period after we accept your application. We will scan all original documents and keep these scanned copies and destroy the originals. You agree that we can rely on the scanned documents rather than the originals.

8.7 Financial crime

We must comply with legislation and regulations in relation to the prevention of money laundering and financial crime. We therefore need to undertake certain checks on all new customers, plan representatives and (if a different person) any individual who makes payment to us on your behalf before your funeral plan becomes effective. You agree that we may verify identity and other information relating to a relevant individual against independent sources. We may be obliged to inform relevant authorities if we suspect that any person may be involved in criminal activity and in that event, we would be prohibited from taking any further action without the authority's consent. If this happens we may not be able to inform you that a report has been made or the reasons for it. You agree that you will cooperate with us to enable us to comply with these obligations and that you will have no claim against us as a result of steps taken by us which we believe are necessary to comply with our legal obligations. If you or any other relevant individual do not cooperate with us we reserve the right to reject your application for your funeral plan and/or to cancel your funeral plan.

Funeral Director Terms and Conditions

Direct Cremation Plan (2025)

1 Guarantee

The allocated funeral director unconditionally and irrevocably guarantees to (1) carry out your funeral services under your funeral plan and (2) not charge you and/or your estate any additional sums for doing so (including for any third party costs). The allocated funeral director agrees that this guarantee will be enforceable against the allocated funeral director by any and all of us, you and/or your estate.

2 Funeral services

- 2.1** The allocated funeral director undertakes that it will carry out your funeral services in accordance with the funeral plan terms and conditions, in line with your funeral plan and to a satisfactory quality and standard. The allocated funeral director will comply with such procedures as we may intimate to it from time to time including (but not limited to) our specific rules in force from time to time in relation to direct cremation funerals as provided to the allocated funeral director.
- 2.2** The allocated funeral director will indemnify both us and the Trust from all costs, claims, liabilities, losses or expenses (whether from or due to you and/or your estate or any other person) arising from its failure to comply in any respect with these funeral director terms and conditions.

3 Payment

- 3.1** In consideration of the allocated funeral director providing your funeral services, the allocated funeral director will be entitled to payment from us as detailed in Section 3.2.
- 3.2** Upon completion of your funeral services the allocated funeral director will be entitled to payment from us and should invoice us for (1) the sum we intimate for your funeral services as at the date of your death and (2) the cremation fee. Invoices for the sums referred to in this Section 3.2 should be issued upon completion of your funeral services and must comply with and are subject to the rules referred to in Section 2.1.
- 3.3** The allocated funeral director will have no recourse against us or the Trust in the event that the sum detailed in Section 3.2 is lower than any indicative figure we have previously provided. The allocated funeral director will have no recourse against you and/or your estate including for any third-party costs.

4 Change of funeral director

In the event of a change of allocated funeral director, the existing allocated funeral director agrees to cooperate fully with us and the new allocated funeral director in the transfer of the funeral plan for your benefit and peace of mind. The existing allocated funeral director also agrees that we may provide all information we regard appropriate regarding the funeral plan to the new allocated funeral director.

5 Data protection

The allocated funeral director undertakes to process your personal data (and that of any representative or other person whose data is obtained and held in connection with your funeral plan) only in accordance with: (1) our data protection and privacy policies as intimated by us from time to time (2) any data processing agreement entered into between us and the allocated funeral director and (3) all applicable laws. The allocated funeral director will take appropriate technical and organisational measures against the unauthorised or unlawful processing of your personal data and against the accidental loss or destruction of, or damage to, your personal data.

6 Definitions

Definitions are contained in the funeral plan terms and conditions.