

GO AS YOU PLEASE

PREPAID PLAN TERMS & CONDITIONS

1. DEFINITIONS

1.1 In these terms and conditions, the words listed below shall have the following meanings unless the context otherwise requires:

"GAYP" means any member of the Go As You Please Group providing prepaid funeral plans to the Plan Holder or You. The provider your Plan relates to, will be referenced on your application at time of purchase, and includes the following:

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

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

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

"Administration Fee" means the charge which may be made by GAYP in accordance with the provisions of these terms and conditions;

"Application" means the application form you have completed and returned to GAYP;

"Estate" means your next of kin, executors, trustees and/or your representative who are legally authorised to act for you after your death;

"Funeral Pack" means the documentation supplied by GAYP to you containing the Funeral Plan Summary and (if applicable) the Funeral Plan Guarantee Certificate;

"Funeral Plan Summary" comprises all the details of your Funeral Plan which GAYP will send you once it has received the Application;

"Funeral Plan" means the funeral plan identified in the Funeral Plan Summary;

"Funeral Plan Guarantee Certificate" means the guarantee to provide your Funeral Plan;

"Plan Holder" or **"You"** means you, the customer or, where you are purchasing the Funeral Plan for the benefit of some other person, that person named within the Funeral Plan Summary;

"Price Guarantee" means the price guarantee in respect of the funeral costs indicated in the Application;

"Trust" The Go As You Please Funeral Plan Trust administered by The Funeral Trustee Company Limited (CRN: 08772699) whose registered office is at 15 Brenkley Way, Blezzard Business Park, Wideopen, Newcastle upon Tyne NE13 6DS.

1.2 The Funeral Plans are available to individuals who are aged 50 or over at the date of application.

1.3 The following documents make up the agreement between you and GAYP:

1.3.1 the Application,

1.3.2 the Funeral Plan Summary,

1.3.3 the Funeral Plan Guarantee Certificate,

1.3.4 Our Privacy Notice; and

- 1.3.3 the Funeral Plan Guarantee Certificate,
1.3.4 Our Privacy Notice; and
1.3.5 these terms and conditions.

2. CONTRACT

- 2.1 No contract shall exist between you and GAYP until the Application has been signed by you or, if applicable, the individual purchasing the Funeral Plan on your behalf. By sending the Application to GAYP you confirm that the information in the Application is correct, you accept these terms and conditions and that you wish to enter into a binding contract with GAYP to provide you with the Funeral Plan.
- 2.2 If GAYP accept your Application GAYP will issue you with the formal Funeral Pack identifying the Funeral Plan chosen within 30 days of your application. GAYP's acceptance of your Application forms the binding contract between you and the GAYP entity indicated in the Application form.
- 2.3 These terms shall apply to the agreement between you and GAYP to the exclusion of all other terms. The Trust is not a party to the agreement between GAYP and you but shall guarantee the provision of the services in accordance with the terms of the Funeral Plan documentation as issued by GAYP and the Trust.

3. HOW THE FUNERAL PLAN WORKS

- 3.1 At the time of purchase of a Funeral Plan from GAYP, you shall agree upon the services and plan cost with GAYP.
- 3.2 In addition to the plan cost an Administration Fee is applicable, unless otherwise agreed at the time of purchase. The amount of the Administration Fee will be set out in the Application.
- 3.3 The Funeral Plan purchased shall only include those services set out in the personalised Funeral Plan Summary included in the Funeral Pack. The cost for other services will not be included in the Funeral Plan, these include, but are not limited to:
- 3.3.1 a memorial, headstone, flowers;
 - 3.3.2 catering;
 - 3.3.3 any fees payable to a coroner;
 - 3.3.4 the use of an organist or choir;
 - 3.3.5 conducting the funeral on a weekend, at an unusual hour or public holiday;
 - 3.3.6 burial services and purchasing a burial plot;
 - 3.3.7 a person to officiate such as a religious minister (other than a GAYP nominated humanist minister).
- GAYP cannot reasonably calculate those charges in advance and therefore if they are required they will need to be paid for separately by your Estate at the time of the funeral.
- 3.4 You may ask for special 'wishes' for your funeral on the form contained in the Funeral Pack, but if these incur additional costs they will fall outside the Funeral Plan and will not be covered by the plan costs and they will need to be paid for separately at the time of the funeral by your Estate.
- 3.5 Once paid in full, the funds for the provision of the goods and services with GAYP, as set out in the Application and Funeral Plan Summary, are guaranteed by the Trust under the Price Guarantee. The Price Guarantee includes the costs of the crematorium fees which will be set out in the Application. However, your Estate shall be required to pay the difference between the cost of the crematorium fee set out in the [Application] and the actual crematorium cost at the time of the funeral.
- 3.6 The funds required for your funeral will be held by the Trust in a secure account until required.
- 3.7 Upon supply of proof of death comprising:

3.6 The funds required for your funeral will be held by the Trust in a secure account until required.

3.7 Upon supply of proof of death comprising:

3.7.1 a death certificate or a statement of confirmation of death;

3.7.2 any such documentation which from time to time may be determined by legislative requirements;

3.7.3 your Funeral Pack;

3.7.4 the Funeral Plan Guarantee Certificate; and

3.7.5 such other documentation as may be determined by GAYP depending on the Funeral Plan and the nature of your death;

to GAYP by your Estate, GAYP will pass such documentation to the Trust who will then release the funds to GAYP for the execution of your funeral.

4. YOUR RESPONSIBILITIES

4.1 You shall pay the Funeral Plan Cost in full including the Administration Fee, provide your or the beneficiary's name, date of birth and address, and advise GAYP of any subsequent changes to your personal details.

4.2 You shall check that the information detailed in your Funeral Pack is correct upon receipt of your Funeral Pack and inform GAYP of any errors within 28 days of receipt by you. Failure to do so indicates agreement.

4.3 You shall advise next-of-kin, or whoever will be responsible at the time of your funeral, that the Funeral Plan has been purchased and give him or her the simple instructions about what to do at the time, which will be included within the Funeral Pack. You should also advise next of kin that if they incur any additional costs not included in the Funeral Plan Cost, the Estate will be responsible for the payment of such additional costs.

4.4 You shall keep the Funeral Pack safe and make sure that the next of kin or executor has access to it when necessary. Further copies are available for a small charge (details available on request).

4.5 The Funeral Plan provides for your funeral to be provided at the location of your choice. If you change your permanent address you must notify GAYP whereupon GAYP will have the right to nominate an appropriate alternative funeral director or cancel the Funeral Plan in accordance with clause 8.6.2. If, notwithstanding the change of address, you or your Estate wishes the funeral to be undertaken by GAYP then you or your Estate will be responsible for any additional transport costs (beyond a 20 mile radius) incurred in connection with the funeral. Additional mileage, if applicable, is charged at £0.45 per mile or the HMRC mileage rate applicable at the date of the funeral.

5. GAYP RESPONSIBILITIES

5.1 GAYP shall deposit all Funeral Plan Payments (including deposits or instalments towards a Funeral Plan) into the account of the Trust, to be controlled by the managing trustees in accordance with the trust deed.

5.2 GAYP shall carry out your funeral, as per the Funeral Plan Summary, when required and upon suitable proof of death in accordance with clause 3.7, in return for the payment by the Trust to GAYP of a sum equal to the value of your chosen Funeral Plan.

5.3 GAYP will follow the instructions given to it by you in confidence and with regard to the Funeral Plan.

5.4 GAYP reserves 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.

5.5 GAYP will charge for any additional goods or services requested at the time of your funeral, which are not included in the Funeral Plan Summary. The person organising your funeral will be responsible for payment of such items

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5.6 GAYP will retain all wills and any other documents deposited with it in total confidence and will make such documents available to your executors or personal representatives following your death.

6. PROTECTION OF YOUR PAYMENTS

6.1 Your payment will be held on trust by the Trust which is independent of GAYP for the purpose of providing the funeral.

6.2 The Trust (via GAYP) shall issue your Funeral Plan Guarantee Certificate within 14 days of receipt of full payment for your Funeral Plan (included in your Funeral Pack if paid in full at time of purchase). This guarantees that funds to the value of your chosen Funeral Plan will be made available to GAYP for the arrangement of your funeral.

6.3 In the case that GAYP is unable or unwilling to provide the goods and services agreed in the Funeral Plan Summary, the Trust will arrange for an alternative funeral director to do so. You will be liable for any additional charges over and above the amount guaranteed by your Price Guarantee. If your next of kin (or other person who arranges the funeral) chooses not to proceed with the proposed alternative funeral director your Funeral Plan may be cancelled, and a refund provided.

7. PAYMENT BY INSTALMENTS

7.1 If paying by instalments, a minimum deposit equivalent to the administration fee applicable to your plan, is required with the remaining balance payable over 12 months. The deposit will be due when you submit the Application in accordance with clause 2.1.

7.2 Instalments are interest free if paid over a 12-month period. If instalments are paid over a period greater than 12 months, either by default or failure to pay, additional charges may be incurred.

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

7.4 Should you pass away prior to full payment of your Funeral Plan, the cost and arrangements detailed in your Funeral Plan Summary will still be honoured, and the amount you have contributed (less the Administration Fee) will be transferred from the Trust to GAYP as part payment towards your funeral. The outstanding balance will be the responsibility of the person arranging your funeral and must be paid at the time of the funeral.

7.5 If any instalment is not paid within 60 days of its due date, GAYP reserves its right to cancel the Funeral Plan in accordance with clause 8.6. However, provided that the Funeral Plan has not been cancelled, your personal representatives may request, and GAYP may agree, to arrange for the funeral to be carried out by GAYP. The cost of the funeral will then be charged at GAYP's then current market rate and GAYP will credit any instalment payments already made towards the cost of the funeral.

8. CANCELLATION

8.1 You may cancel the Funeral Plan within 28 days of the date of issue of the Funeral Pack ("**Cancellation Period**"). If you do wish to cancel your Funeral Plan, you must:

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

8.1.2 otherwise notify us in writing to Unit 5, Front Street, Klondyke, Cramlington, Northumberland NE23 6RF or by email to info@goasyouplease.com; and

8.1.3 return the original Funeral Plan Guarantee Certificate (if already received by you) to GAYP.

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

8.2 Provided GAYP receive such notification within the Cancellation Period, GAYP will refund all the money you have paid within 14 days of GAYP receiving notification of cancellation.

8.3 If you wish to cancel the Funeral Plan after the Cancellation Period, you must notify GAYP in the same

- 8.2 Provided GAYP receives such notification within the Cancellation Period, GAYP will refund all the money you have paid within 14 days of GAYP receiving notification of cancellation.
- 8.3 If you wish to cancel the Funeral Plan after the Cancellation Period, you must notify GAYP in the same manner as set out in clause 8.1 and GAYP will refund any money you have paid, less the Administration Fee, within 14 days of GAYP receiving notification of cancellation.
- 8.4 Unless otherwise agreed any refunds shall be paid to you, the person purchasing the Funeral Plan, or, after your death, to your estate.
- 8.5 Once the funeral has been provided, the Funeral Plan cannot be cancelled.
- 8.6 GAYP may cancel the Funeral Plan by giving notice to you if:
- 8.6.1 an instalment remains unpaid more than 60 days after it is due;
 - 8.6.2 the funeral is to be conducted at a location other than the location identified in the Funeral Plan Summary;
 - 8.6.3 the funeral cannot be performed because of circumstances outside GAYP's control (for example, war, terrorism or riot).
- 8.7 If we cancel the Funeral Plan, the cost of your Funeral Plan less the Administration Fee will be refunded to you and GAYP will have no further obligations to provide the benefit set out in the Funeral Plan.
- 8.8 No interest or investment returns on payments made shall be payable in respect of refunds due to cancellation by any party.
- 8.9 If the Funeral Plan is not used and GAYP has to search for your beneficiaries, the cost of locating them may be deducted from any refund due.
- 8.10 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 the sole discretion of GAYP.
- 8.11 Regardless of the payment option you have chosen for the Funeral Plan, any upgrade will need to be paid for in a single payment, either by cash, cheque, BACs or credit/debit card.
- 8.12 The cost of any upgrade will be the difference between the prevailing Funeral Plan prices at the time the upgrade is made.
- 8.13 If you request a downgrade GAYP will refund the difference between the price you paid for the Funeral Plan and the current price of the new plan.
- 8.14 If you make any changes set out in clauses 8.10 to 8.13 you will need to agree a new Funeral Plan Summary and sign a new Funeral Plan with GAYP.

9. COMPLAINTS

- 9.1 If you have a complaint about GAYP please contact GAYP directly in the first instance and GAYP will acknowledge receipt of your complaint within 7 days and aim to resolve your complaint within 30 days.

Post: Go As You Please Funerals, Unit 5 Front Street, Klondyke, Cramlington, NE23 6RF
Tel: 01670 730303
Email: info@goasyouplease.com

- 9.2 If your complaint cannot be resolved, you may refer it to the Funeral Planning Authority (the "FPA"). GAYP will voluntarily comply with the FPA Code of Practice for funeral plan providers and to co-operate with the FPA complaints and disputes procedure. A copy of the FPA Code of Practice can be viewed at www.funeralplanningauthority.com

10. DATA PROTECTION

- 10.1 Once you have purchased a Funeral Plan, GAYP will process your personal information for the purpose of administering your Funeral Plan and this may involve contacting you by email, post, and/or telephone to inform you of any information relevant to your Funeral Plan.

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- 10.2 GAYP will pass your details to the Trust as joint data controller to enable them to effectively manage the funds on your behalf. GAYP will not transfer, disclose, sell, distribute or lease your personal information to third parties other than its subsidiaries, parent company, group companies or potential purchasers of the business without your permission unless this is necessary for the reasons we are contracting with you or where we are required to do so by law.
- 10.3 Please view GAYP's Privacy Notice for more information on how we handle your data.

11. VAT

- 11.1 Apart from the specific instances referred to in clause 11.2 below, the Funeral Plan does not include VAT which is not at present charged on funerals in the United Kingdom. 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 GAYP.
- 11.2 Some Funeral 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 the Plan Holder or Personal Representatives (or other person arranging the funeral) will be liable for the increase which will be payable to GAYP in accordance with their payment terms.

12. MISCELLANEOUS

- 12.1 GAYP shall comply with all laws and regulations governing the sale and administration of funeral prepayment plans.
- 12.2 GAYP shall have no financial obligation to you or any beneficiary other than to comply with these terms and conditions.
- 12.3 The terms cannot be varied unless agreed and signed by you.
- 12.4 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.
- 12.5 The Funeral Plan Guarantee Certificate is personal to you, the person specified on the Funeral Plan Guarantee Certificate, and cannot be sold or used as security for a loan. GAYP may consider a request in writing to transfer the Funeral Plan to someone else. In the event GAYP grants its consent to the transfer, it will issue a new Funeral Plan Summary, Funeral Plan Certificate and terms and conditions to the new plan holder. This may incur an administrative fee payable by you.
- 12.6 If there is any dispute English law will apply and shall be subject to the nonexclusive jurisdiction of the English Courts.
- 12.7 Only you or your personal representatives are entitled to claim the rights or benefits set out in this agreement. Except as otherwise provided nothing in these terms shall confer on any third-party benefit or the right to enforce any terms of this agreement.