

# Terms and Conditions

Definitions are to be found in Section 7

## 1 Acceptance By The Company

- 1.1 The Member must enclose either a completed direct debit instruction form or a cheque (made payable as directed by the Company) for the Initial Payment or the Single Payment as applicable with the completed Application Form. Single Payments may also be made by an approved debit or credit card.
- 1.2 The Company may (1) (subject to Clause 1.7) act in accordance with the instructions of, and (2) communicate with, either the Member or the Representative on all matters relating to the Funeral Bond. References in these Terms and Conditions to the Member will therefore include references to the Representative (instead of the Member) where appropriate.
- 1.3 Within 28 days of receipt of a completed Application Form, the Company will notify the Member of its acceptance or rejection (where the formalities and requirements for applications specified by the Company in the Application Form have not been complied with) of the application. No contract will exist between the Company and the Member until the Company has notified the Member of its acceptance.
- 1.4 If an application is accepted and the Total Amount Payable has been fully paid, the Company will send the Member a personalised membership card and number and Certificate of Entitlements. If the Total Amount Payable is payable by instalments a provisional membership card will be issued which will be replaced by a membership card and a Certificate of Entitlements when the Total Amount Payable has been paid.
- 1.5 The Member must notify the Company in writing of any change of address or any of the Member's other details specified in the Application Form, as soon as reasonably possible after the change. A change of address outside of the normal area of operation of the Selected Funeral Director may result in an increase in the Funeral Director's Costs and/or Disbursements. If, as a result of a change of address, the Selected Funeral Director (acting reasonably) wishes to increase either or both of the Funeral Director's Costs or estimate of Disbursements, the Member must either pay such additional sums to the Company or to its order as it may notify in writing within 28 days of such notification or the Funeral Bond will be cancelled and a refund made under Clause 1.6
- 1.6 If written notice of cancellation is received after the 28 day period has expired, the Company will, except where it has agreed to accept payment by instalments under clause 4.1 charge the following cancellation fees. During the first year £200. During years 2 and 3 £100. Following the 3rd Anniversary there will be no fee charged. No Funeral Bond may be cancelled after the death of the member.
- 1.7 In the event of any inconsistency between instructions given by the Member (including any attorney, curator, guardian, or other person legally authorised to deal with the Member's affairs) and by the Representative in relation to the Funeral Bond (including its cancellation) the Company will (subject to these Terms and Conditions) give effect to the instructions of the Member.
- 1.8 The Total Amount Payable includes the Funeral Director's Costs (including any separate Funeral Director Arrangement Fee) and an estimate for Disbursements as specified in the Application Form. Neither the Member nor the Representatives nor the member's next of kin, executors or trustees will have any additional sums to pay in respect of the Member's Funeral Bond except as detailed in Clauses 1.5, 2.2 and 2.6.

## 2 The Selected Funeral Director

- 2.1 The Company will appoint the Selected Funeral Director as its sub contractor to carry out the funeral arrangements of the Member in terms of the Agreement and will have the Selected Funeral Director provide the Guarantee. The Company will use reasonable efforts to ensure that the highest quality of service is provided by the Selected Funeral Director.

- 2.2 The Member may at any time prior to the date of death, by giving written notice, request the termination of appointment of the Selected Funeral Director and request the appointment of a different Selected Funeral Director. The Company will use all reasonable efforts to comply with that request (subject to Clause 2.4). If such a change is reasonably capable of being made and is made by the Company it will notify the Member. A change of Selected Funeral Director may result in additional sums being due and payable by the Member at the time of change due to differences in either or both of the Funeral Director's Costs of the new Selected Funeral Director and/or the Disbursements expected to be incurred by the new Selected Funeral Director. If the new Selected Funeral Director wishes to increase either or both of the Funeral Director's Costs or estimate of Disbursements or charge a Funeral Director Arrangement Fee, the Member must either pay such additional sums to the Company or to its order as it may notify in writing within 28 days of such notification or the Funeral Bond will be cancelled and a refund made under Clause 1.6. The Company will have no liability to the Member if such a change is not reasonably capable of being made (for whatever reason) and is not made. If the appointment of a different Selected Funeral Director is not possible or reasonably practicable for any reason or if the Member does not pay any such additional sums, the Funeral Bond will be cancelled and a refund will be available within the terms of Clause 1.6
- 2.3 The Company has the right to appoint a Selected Funeral Director in the event that no appointment is made by the Member, or when non-appointment arises due to the operation of Clause 2.2.
- 2.4 If the Member states that he/she wishes to appoint as a Selected Funeral Director a funeral director who is not an Appointed Funeral Director then:
  - (i) the Company will attempt to appoint that Funeral Director as an Appointed Funeral Director subject to that Funeral Director meeting the standards for appointment set by the Company (in its sole discretion);
  - (ii) the Company will notify the Member in writing if it has been successful in appointing that Funeral Director as an Appointed Funeral Director;
  - (iii) if the Company has not appointed that Funeral Director as an Appointed Funeral Director the Member will be entitled either to
    - (a) request the appointment of another Selected Funeral Director (in terms of Clause 2.2) or
    - (b) cancel the Agreement;
  - (iv) if the Company has successfully appointed that Funeral Director as an Appointed Funeral Director, that Funeral Director will automatically become the Selected Funeral Director, subject to these Terms and Conditions.
- 2.5 No person may, after the death of the Member, terminate the appointment of the Selected Funeral Director. If the Representative or any other person wishes, after the Member's death, to have the funeral arrangements of the Member carried out by a party other than the Selected Funeral Director, they must pay for such funeral arrangements themselves. No payment from the Company's or the Trust's funds will be made to any party other than the Selected Funeral Director (in accordance with arrangements specified by the Company).
- 2.6 The Member's next of kin, executors, trustees or the Representative will (as a condition of the Selected Funeral Director carrying out the Member's chosen funeral arrangements under the Funeral Bond) pay to the Company or to its order (1) any difference between the amount of estimated Disbursements detailed in the Application Form (including any additional Disbursements included in the Personalisation Option section of the Application Form) and the actual amount (if greater) of Disbursements incurred in carrying out such funeral arrangements and (2) any Value Added Tax falling due in respect of the Funeral Bond or any element thereof to the extent unpaid. Neither the Trust nor the Company nor the Selected Funeral Director will be responsible for any such difference or amount.

## 3 Procedure On Death

- 3.1 The Company will ensure that the Selected Funeral Director carries out the funeral arrangements of the Member in accordance with and to the extent of the Funeral Bond and the Agreement or, in the event of failure by the Selected Funeral Director, that an alternative Appointed Funeral Director carries out the funeral arrangements in the same manner. The Company's responsibility will only be for the performance of the Member's funeral arrangements as specified in the Agreement. The Company will have no responsibility for any services, items or costs which are not so specified.
- 3.2 Should any extra item or service, not included in the Funeral Bond, be provided by a third party, the Company will not be liable for any loss, damage, expense or inconvenience arising from that provision unless it or the Selected Funeral Director was responsible for organising or providing these items or services under the Funeral Bond.
- 3.3 The Company will not be responsible for the loss of any valuables or items on display for private viewing in premises which are not owned or operated by it or the Selected Funeral Director.

## 4 Instalment Plans

- 4.1 Upon signature of the Application Form the Member is contractually bound to pay to the Company or to its order the Total Amount Payable but the Company may at its discretion accept payment by way of instalments. Where the Company agrees to accept payment of the Total Amount Payable by instalments the Member will enter into a credit agreement with the Company in a form approved by the Company.
- 4.2 If, at the date of the Member's death any instalment is in arrears or any part of the Total Amount Payable remains unpaid the Company will still comply with its obligations under Clause 3.1 above provided that:
  - (i) any prior instalments or sums paid by the Member will be credited towards the cost of the funeral; and
  - (ii) any balance of the Total Amount Payable outstanding, less any rebate, is paid by the Member's next of kin, executors, trustees, or the Representative.
- 4.3 The Member is entitled to make early settlement of the Total Amount Payable under the Agreement. To make settlement the Member must pay to the Company the balance of the Total Amount Payable then unpaid less any rebate to which the Member is entitled.

## 5 General

- 5.1 Costs  
All costs, charges and expenses incurred in connection with the Agreement will be borne by the party incurring them.
- 5.2 Applicable Law  
If a Funeral Bond is purchased in England, Wales or the Channel Islands, the Agreement will be governed by the law of England and the parties agree that any disputes will be dealt with by the English Courts. If a Funeral Bond is purchased in Scotland or Northern Ireland the Agreement will be governed by the laws of Scotland and the parties agree that any disputes will be dealt with by the Scottish Courts.
- 5.3 Trust Arrangements  
All sums received from Members in respect of Funeral Bonds will be paid by the Company to the Trust without deduction. The Trust has authorised payments from the Trust's funds:
  - 5.3.1 to [the Company in order to pay] Selected Funeral Directors at the time of need under a Funeral Bond (or prior to the time of need in respect of any Funeral Director Arrangement Fee included in the Funeral Director's Costs);
  - 5.3.2 to Members in respect of refunds under Clauses 1.6 and 2.2;
  - 5.3.3 to the Company to meet the Company's overheads and operating expenses at a level agreed between the Company and the Trust and reviewed annually

## Terms and Conditions (continued)

5.4 All sums stated to be payable by the Member or his/her Representative in respect of a Funeral Bond are exclusive of any Value Added Tax payable thereon at any time which shall be payable in addition by the Member and/or the Representative. On the basis of current legislation, no Value Added Tax has been added to any of the sums payable by the Member or his/her Representative in respect of a Funeral Bond but the Company and the Selected Funeral Director retain the right to add Value Added Tax if determined to be payable on any relevant sum from time to time.

### 6 Direct Debit Guarantee

6.1 This guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by the relevant bank or building society.

6.2 If either the amounts to be paid or the payment date changes, the Member or the person paying for the Funeral Bond ("the Payer") will be informed at least 14 days in advance of their account being debited or as otherwise agreed.

6.3 If an error is made by the Company or the relevant bank or building society, the Payer is guaranteed a full and immediate refund of the amount paid.

6.4 The Payer can cancel a direct debit at any time by writing to their bank or building society. A copy of the letter should be sent to the Company.

### 7 Definitions

In these Terms & Conditions, the following words have the following meanings:

**"Agreement"** means the Application Form (including these Terms and Conditions), the Company's written acceptance, the Certificate of Entitlements sent to the Member and the written acceptance of the Selected Funeral Director contained in the Funeral Director Terms and Conditions;

**"Application Form"** means the application form for a Funeral Bond in the form specified by the Company;

**"Appointed Funeral Director"** means any funeral director who meets the standards for appointment set by the Company and has been approved and appointed by the Company;

**"the Brochure"** means the Company's Funeral Bond Brochure, these Terms and Conditions, the Application Form, the Burial and Cremation Sheet included with the Brochure and any other documents included with the Brochure from time to time, all as amended or updated from time to time and current as at the date of this Agreement;

**"the Company"** means Golden Charter Limited, Crowndale House, 1 Ferdinand Place, Camden, London NW1 8EE;

**"Certificate of Entitlements"** means the documents giving details of the Funeral Bond given to the Member by the Company once the Total Amount Payable has been fully paid;

**"Disbursements"** means the costs, fees, charges and expenses to be incurred by the Company or the Selected Funeral Director to third parties as specified (by way of estimate) in the Application Form;

**"Funeral Director's Costs"** means the Selected Funeral Director's fees and costs as specified in the Application Form (including any separately identified fee or costs

in respect of arranging the Funeral Bond (the "Funeral Director Arrangement Fee");

**"Funeral Director Terms and Conditions"** means the terms and conditions applicable to and accepted by the Selected Funeral Director in respect of each Funeral Bond incorporating the Guarantee;

**"Funeral Bond"** means the various combinations of prepaid funeral services offered by the Company and selected by or on behalf of the Member in the Application Form;

**"Guarantee"** means the guarantee given by the Selected Funeral Directors as contained in Clause 1 of the Funeral Director Terms and Conditions;

**"Initial Payment"** means, where the Member is making payment by instalments, the first payment to be made by the Member;

**"Member"** means the person whose funeral arrangements are provided for under a Funeral Bond (whether purchased by the Member or by another person for them or on their behalf);

**"Representative"** means the Representative (if any) of the Member as detailed on the Application Form;

**"Selected Funeral Director"** means the funeral director selected by the Member (or the Company) under any relevant Agreement from the list of Appointed Funeral Directors;

**"Single Payment"** means, where the Member is not paying for a Funeral Bond by instalments, the amount specified in the Application Form;

**"Total Amount Payable"** means (whether or not payment is made by instalments) the total sums payable by the Member for any Funeral Bond under the Agreement including the Funeral Director's Costs and an estimate of Disbursements, as detailed in the Application Form (subject to Clause 2.6) and any sums due under Clauses 1.5 and 2.2;

**"Trust"** means The Golden Charter Trust.

### Funeral Director Terms And Conditions

1. The Selected Funeral Director accepts the terms of the Guarantee specified in this Clause 1 which will be enforceable against the Selected Funeral Director by any and all of the Company, the Member and his/her Representatives in its/his/her own respective name(s) (without prejudice to the rights of any such parties to enforce the terms thereof pursuant to the Contracts (Rights of Third Parties) Act 1999). The Selected Funeral Director undertakes and guarantees to (i) carry out the funeral of the Member in terms of the Funeral Bond and the Agreement; and (ii) (subject to Clauses 1.5, 2.2 and 2.6 of the Terms and Conditions) not charge the Member or the Member's next of kin, executors, trustees or the Representative any additional sums in respect of the Funeral Director's Costs.
2. The Selected Funeral Director undertakes that he will carry out the funeral arrangements of the Member in accordance with the Agreement, will do so to the highest quality standards and will comply with such procedures as may be intimated in writing by the Company from time to time. The Selected Funeral Director hereby undertakes to free, relieve and indemnify and keep indemnified the Company and the Trust from and against all costs, claims, liabilities, losses or expenses (whether from or due to the

Member, the Representative or any other person) arising from his failure to comply in any respect with these Funeral Director Terms and Conditions.

3. Upon completion of the Member's funeral arrangements the Selected Funeral Director will be entitled to payment from the Company and should invoice the Company for the sum intimated by the Company for the relevant Funeral Bond as at the date of the Member's funeral subject (1) to the Selected Funeral Director having no recourse against the Company or the Trust in the event that the sum so intimated by the Company is lower than the relevant parts of the original Funeral Bond cost; and (2) to the Selected Funeral Director having no recourse against the Member or his/her Representative(s) except to the extent detailed in Clauses 1.5, 2.2 or 2.6 of the Terms & Conditions; and (3) to the Selected Funeral Director's entitlement to obtain reimbursement for any difference between the amount of Disbursements as detailed in the Brochure and the actual level of Disbursements incurred at the time the funeral arrangements of the Member are carried out.
4. In the event of a change of Selected Funeral Director pursuant to the Terms and Conditions, the existing Selected Funeral Director undertakes to co-operate fully with the Company and the new Selected Funeral Director in the transfer of the Funeral Bond for the benefit and peace of mind of the Member and further agrees that the Company may provide all information it regards appropriate regarding the Funeral Bond to the new Selected Funeral Director.
5. Definitions are contained in the Standard Terms & Conditions ("Terms and Conditions") as current from time to time.

### If you have cause for complaint

**FPA** Golden Charter Limited is a Registered Provider of Funeral Bonds and complies with the Rules and Code of Practice of the Funeral Planning Authority. Non-compliance with these Rules may render Golden Charter liable to disciplinary action by the Funeral Planning Authority.

In the unlikely event that you have a complaint regarding any aspect of your Bond or the manner in which it was set up or indeed any matter with which you are not satisfied, you should in the first instance contact Golden Charter either: By telephone on our national freephone number 0800 833800 Or in writing to our Head Office at:

**Canniesburn Gate, 10 Canniesburn Drive, Bearsden, Glasgow G61 1BF**

Or by email to: [complaints@golden-charter.co.uk](mailto:complaints@golden-charter.co.uk)

Golden Charter will respond to your complaint in writing within 7 days of receipt.

If Golden Charter cannot resolve your complaint to your entire satisfaction then you should contact:

**The Funeral Planning Authority Limited, Registered Office, 50 Broadway, London SW1H 0BL**  
Tel: 0845 601 9619

Email: [info@funeralplanningauthority.co.uk](mailto:info@funeralplanningauthority.co.uk)

The Authority provides an independent conciliation and arbitration service through the Chartered Institute of Arbitrators and Golden Charter is required to co-operate with the customer redress procedures and to participate in this service. Golden Charter will be bound by the Arbitrator's decision subject to your and Golden Charter's right to seek a review of the decision.