

1. GENERAL

- 1.1** Choice from Funeral Partners (the Plan) is operated by Alternative Planning Company Limited (registered in England and Wales with Company No: 08635411), whose registered office is at Cumberland Court, 80 Mount Street, Nottingham, Nottinghamshire, NG1 6HH (the Company). Choice, Choice Plus, Green Choice and My Choice are all trading styles of the Company. The object of the Plan is to provide a mechanism by which individuals may arrange and pay for a funeral before death occurs. In these Terms and Conditions: 'Agreement Form' is the form you complete when applying for the Plan; 'Certificate of Entitlement' is the certificate provided to you by us confirming that you hold the Plan; 'Charges' means the charges for the Plan agreed to by you on signature of your Agreement Form; 'Management Fee' means the amount specified as such on the Agreement Form; 'Plan Growth' is the growth of the Plan from the date funds are first paid to us until the Plan Value is applied at the time of death; 'Plan Value' is the value of the funds held in the Plan; and 'you' or 'your' is the holder and/or beneficiary of the Plan or your personal representative (as applicable).
- 1.2** These Terms & Conditions are subject to English Law and subject to the exclusive jurisdiction of the Courts of England and Wales.
- 1.3** The parties to this agreement do not intend that any clause or term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement.

2. THE SERVICE

- 2.1** Any details provided in the Plan literature are designed to give a general description of the services and goods to be supplied. The Company will not be liable for any change in specification but goods and services will be of an equivalent quality and suitability.

3. SECURING THE PLAN

- 3.1** Having selected the style and type of funeral and been informed of the cost of the service, a formal application is made by completing the Purchase Agreement and forwarding it together with the appropriate remittance to the Company.
- 3.2** Sending the formal Purchase Agreement and remittance implies that you acknowledge:
- the information contained in the Purchase Agreement is correct;
 - you accept these Terms & Conditions;
 - you wish to be admitted as a Planholder.
- 3.3** If the Company accepts your Purchase Agreement (and it reserves the right not to do so) you will receive a Certificate of Entitlement, including confirmation that you are a Choice Plan Holder and a guarantee that the service will be carried out at no further cost (subject to the provisions of Clauses 4.2, 4.4 and 7.4). In the unlikely event that the Company chooses not to accept your Purchase Agreement it will refund any payment within 30 days by electronic transfer or by cheque to the address specified in the Purchase Agreement.
- 3.4** Your Certificate of Entitlement should be kept in a safe place as it will be required when making the funeral arrangements. Copies may be obtained from the Company, which reserves the right to make a charge for this service.

4. EXCLUSIONS

- 4.1** The Company will not be liable to arrange or pay for a funeral unless a Certificate of Entitlement is produced and the funeral is carried out by the funeral director as specified in Clause 5.
- 4.2** The Company will not be obliged to provide any items or services other than those forming part of your initial Purchase Agreement or agreed subsequently with the Company as additional services and acknowledged by way of a supplemental Purchase Agreement. Any additional services that may have been requested or required (for example, should you die abroad) will be charged to your personal representatives by the funeral director. In such cases the Company will carry out its obligations under the Plan so far as possible provided that your personal representatives have confirmed their liability for any additional expense.
- 4.3** Some of the services provided by the Plan and arranged by the funeral director on your behalf, have to be provided by third parties (e.g. crematorium and cemetery authorities). Whilst the Company will use all due care in the use of such services it cannot accept responsibility for any failure by such third parties to meet any particular standard. In addition the Plan may include access to specified additional services (e.g. bereavement advice, wills and estate planning and environmentally friendly funerals) offered by providers with whom the Company has entered into service agreements. Again, whilst the Company will use all due care in the use of such services it cannot accept responsibility for any failure by such providers to meet any particular standard.
- 4.4** Your Plan may include an allowance towards third party charges. Third party charges are all external payments which are outside the control of the funeral director. Such allowance is guaranteed not to reduce in value and will reflect any Plan Growth, but if third party charges are higher than the allowance and the Plan Growth, then you or your representatives must pay the balance. If your Plan does not include an allowance towards third party charges these must be paid in full when the funeral is carried out.

- 4.5** The Company will contact you from time to time and will inform you about changes to third party costs but it is your responsibility to ensure that adequate provision is made.

5. THE FUNERAL

- 5.1** Your funeral will normally be carried out by the Funeral Partners' branch where or closest to where you purchased your plan. Alternatively another suitable Funeral Director will be appointed.
- 5.2** You should notify the Company if you change your usual place of residence in the UK and the Company may, as a result, nominate a different branch of Funeral Partners or an alternative funeral directing firm to carry out the funeral.
- 5.3** The Company may also nominate an alternative firm to carry out the funeral if you move or if the Company determines that the branch nominated to perform the funeral is no longer suitable.

6. THE PLAN

- 6.1** The Charges will be used to buy a whole of life assurance policy. The whole of life assurance policy will be owned by the Company for the purpose of providing the funeral. The Plan ensures that the funds will be available to pay the funeral director without further recourse to you or your personal representatives (subject to the provisions of these Terms and Conditions). We will effect the whole of life assurance policy with a life assurance company that is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and the Financial Conduct Authority.
- 6.2** By holding the monies in a whole of life assurance policy the Plan meets the requirements for approved Funeral Plans as set out in Article 60(1)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

7. REFUNDS AND RIGHT TO CANCEL

- 7.1** You have the option within 30 days of signing the Purchase Agreement to cancel the Agreement by returning your copy together with your written notice that you wish to cancel. Your payment will be refunded in full. This does not affect any applicable statutory consumer rights.
- 7.2** After 30 days, the amount of refund payable will be your initial payment made LESS the Management Fee and LESS any non-refundable service costs as set out in the Purchase Agreement.
- 7.3** The total amount of non-refundable service costs may vary depending on the services specified in the Purchase Agreement (e.g. if you have chosen an environmentally friendly funeral the costs of that are also non-refundable).
- 7.4** Should you die overseas and be repatriated to the UK the Company will carry out its obligations under the Plan. Should you not be repatriated the Plan will be cancelled in accordance with Clause 7.2.

8. MISCELLANEOUS

- 8.1** At present, in the United Kingdom, Value Added Tax (VAT) is not chargeable upon the provision of a funeral. Should additional VAT become payable the Company reserves the right to recover this cost from you or your personal representatives.
- 8.2** The Plan is personal to the planholder(s) and is not transferable to any third party other than by or with the express agreement of the Company.
- 8.3** Any correspondence will be sent to whoever has been selected to receive it at the address shown on the Purchase Agreement, unless a change of address has been notified to the Company.

9. COMPLAINTS

- 9.1** Should there be any complaint regarding the quality of the service or the items supplied in connection with the Plan, it should be referred in the first instance to the funeral director and a copy of the complaint should, at the same time, be forwarded to the Company.
- 9.2** If you should have a complaint about the Company you should contact the Company's Managing Director at the following address:
Choice from Funeral Partners
2 Hoxton Road, Torquay, Devon TQ1 1JQ
Tel. 01803 298 243

We will deal with the complaint in accordance with our written complaints procedure. We will always try to resolve your complaint straight away but in the event that this is not possible we will keep you informed throughout the investigation.

If we cannot resolve your complaint you may then refer it to The Funeral Planning Authority by calling 0845 601 9619. We are a Registered Provider of Funeral Plans and comply with the Rules and Code of Practice of the Authority. www.funeralplanningauthority.co.uk

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from Funeral Partners