

Thank you for considering a plan with Family Funeral Trust Limited. This document is designed to give you all the information you will need about your funeral plan.

Our terms and conditions will explain to you:

- how the plan will work and other important information you may need;
- how any changes to the plan can be made by either you or ourselves; and
- what to do if there is a problem.

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DEFINITIONS

Before we explain the plan in detail, we've explained some words to help you understand this section and the rest of the document.

When we use the words:

- **"you", "your", "I" and "my"** we are talking about the person the plan is for.
- **"we", "us" "our" and "Family Funerals"** we mean Family Funerals Trust Limited.
- **"Funeral Directors"** we mean Lodge Bros. (Funerals) Limited or another funeral director firm which we have a relationship with and who we will instruct to provide your funeral.
- **"the Trust"** means the settlement made on 11th December 2001 between Family Funerals Trust Limited, Lodge Bros. (Funerals) Limited, the Trustees and the Custodian Trustee known as The Family Funerals Pre-Planned Funerals Trust.
- **"the Custodian Trustee"** means Rathbone Trust Company Limited.
- **"the Trustees"** means the trustees for the time being of the Trust.
- **"representative"** we are talking about the person who will arrange your funeral when you die, which might be a family member or your lawyer.
- **"plan"** means the type and standard of funeral, you have chosen.
- **"Joint Plan"** means an arrangement whereby two individuals are a member under the same Contract of Membership. The benefits of the plan will apply to the person who dies first and their estate not to the survivor.
- **"Application"** we mean the application form you will complete when you take out your plan.
- **"membership fee"** we are talking about the fee that will be payable by you on taking out the plan. The amount of this fee will be set out in the price schedule provided to you with your application.
- **"Contract of Membership"** we mean the contract between you, us and Lodge Bros. (Funerals) Limited that becomes effective once your application has been accepted. A copy of this contract will be provided to you and will include details of your plan and your completed Application ("the Agreement").
- **"Certificate of Membership"** we mean the certificate that we will send to you once your 30 day cooling off period has expired.

1. WHO CAN BUY A PLAN?

You must be aged 18 or over on the date you buy your plan.

Your plan can have two plan holders. Such plan is referred to as a Joint Plan and will provide the benefits of the plan on the event of the first plan holder's death.

2. HOW DOES MY PLAN WORK?

Your plan provides the benefits detailed in your Contract of Membership by one of our Funeral Directors on your death as long as you have paid for your plan in full.

If you have purchased a Joint Plan (to cover the funeral of the first to die), a Contract of Membership will be issued for both plan holders and the benefits detailed in the contract shall be provided to the first plan holder who dies and not the surviving plan holder.

3. WHAT IS INCLUDED IN MY PLAN?

Before you buy your plan, you can find out what's included in our plans in our brochure.

All of our plans can include our Funeral Director's services and fees as well as specified third party charges that we pay to someone else – for example the crematorium fees or the interment and grave digger fees. You will select the items that you want to be included in your plan when completing your Application.

Your plan will be the plan selected as the "Designated Funeral" in the application form that you will fill in and sign. When you buy your plan, as part of your Contract of Membership you will get a plan summary. This will confirm what is in your plan. If certain things that your plan includes today are no longer available at the time of your funeral, we'll provide reasonable alternatives. This could happen if, for example, your coffin choice is no longer available or the crematorium you have chosen has closed or the burial site you selected is no longer available.

Once you have paid for your plan, everything specified in the plan paperwork will be provided without extra charge and with nothing more to pay in the future.

4. WHAT IS NOT INCLUDED IN MY PLAN?

There may be extra charges for other items at the time of your funeral. Some examples are set out below:

- Headstone/memorial
- Burial plot
- Embalming if requested by your representative and not already included in your plan

- If the funeral is conducted at the weekend, public holidays or outside normal working hours
- If we have to transport you more than 20 miles to bring you into our care
- If we have to employ another funeral director to remove you from your place of death

Also, at the time of the funeral, your representative may order extra items not included in the plan. For example, limousines, flowers, choir or live music or obituary notices. If this is the case, we can provide these items at the current market rates, and these items will need to be paid for before the funeral takes place.

For certain items not included in the plan, for example the burial plot and the headstone, we can help you arrange these separately if you would like.

We will not be responsible for any items or services supplied or loss suffered in respect of instructions given to third parties by you, your family, your representative or the person who applies for the plan on your behalf. For example - your representative may decide to independently prepare and print the order of service or ask a particular celebrant/minister to perform the service.

5. HOW DO I PAY FOR MY PLAN?

You can pay for your plan in one of two ways:

1. In full with a lump sum payment; or
2. In instalments over a period of up to 36 months.

Will I pay a deposit?

Yes. A minimum deposit of £100 must be paid when you complete your Application. If you decide to pay by instalments, you can pay a larger deposit at the start of your plan to reduce your payments.

How can I pay and when will I be entitled to my plan?

Paying in full

You can pay in cash (at any of our Funeral Directors premises only), cheque, credit or debit card. We'll issue a receipt immediately and your Contract of Membership will be sent to you by us shortly thereafter. This will confirm that we'll provide the services in your plan summary when they're needed.

Paying in instalments over the selected period of up to 36 months

You, or the person who has agreed to pay for your plan, will pay towards your chosen plan over a period you have selected in the Application – which can be up to 36 months. The cost of your plan will be split over the term you choose and will take account of the deposit you have already paid. An instalment schedule showing the number of payments and the total payable will be sent to you, or the person who is paying for the plan.

You'll be entitled to what's in your plan when it's paid in full.

What happens if you die before all instalments are paid?

If you die before all the instalments have been paid, your representative will need to pay the rest of the balance before the date of the funeral. Once paid we will arrange for the Funeral Director to provide the plan.

When will my instalments be collected?

We'll collect instalments monthly on the 25th by Direct Debit. If this payment date is on a weekend or on a bank holiday, we'll collect the instalment just after that date.

Can I make one-off payments to pay off my plan more quickly?

Yes you can make one-off extra payments on any instalment plan at any time to reduce your balance.

If you make any one-off payment you then have two options. You can reduce the number of instalments left to pay or you can carry on paying for the plan over the same number of instalments. If you decide to keep the same number of instalments, we will reduce the instalment amount and provide you, or the person who is paying for the plan, with an

updated payment schedule that will confirm the new instalment amount and the total remaining amount to be paid.

Can I pay my plan balance in full earlier than agreed?

Yes, you can pay the rest of the balance on your plan at any time.

Non-payment of instalments

It is important that you contact us as soon as possible if you encounter any difficulty in paying any instalment. If you miss a payment you will have 30 days to reinstate your plan by re-commencing the instalments.

If you chose not to re-instate your plan within 30 days of the date when the instalment payment was missed by paying the outstanding instalment, or your plan is not subsequently reinstated with our written agreement, there is no obligation on us to fulfil the plan. Instead, the monies held (less the membership fee) will, at the time of need following your death, be paid to your appointed Funeral Director as a contribution towards their fees (which will be charged at the then current market rate) or your representative. No interest will be paid in respect of these monies.

If you miss 3 instalments in a row, we may cancel your plan and give you back the money paid less the membership fee.

Reinstatement of plan after nonpayment with our written agreement

If you ask us to reinstate your plan more than 30 days following a missed instalment, we may consider, but are not required to agree to, such request. Before agreeing to such a request we may conduct a plan review of the current price of your plan and instalments made to date. This may lead to an increase in the payment amount or the number of remaining instalments for your plan. We'll discuss this with you at the time. Any reinstatement of your plan along with any change in the payment amount and/or the number of remaining instalments will be agreed with you and recorded in writing.

6. WHAT HAPPENS ONCE I TAKE OUT MY PLAN?

Once we receive and accept your completed application, a Contract of Membership will be sent out to you along with a copy of these terms and conditions.

Once the 30 day cooling off period has expired, we will send you your Certificate of Membership.

Your Certificate of Membership is an important document and will need to be given to us by your representative when requesting the funeral. If you lose your Certificate of Membership, please notify us immediately and we will arrange for a duplicate certificate to be issued to you. If a further duplicate certificate is requested, there may be an administrative charge payable.

7. WHAT HAPPENS WHEN I DIE?

Upon your death, your representative should contact us and provide us with your Certificate of Membership and your death certificate or other formal documentation that confirms your death.

We will confirm to your representative what's included in your plan and will support and guide your representative to arrange the funeral in accordance with your plan.

If extra items are needed or are requested by your representative from us, which are not included in your plan, these will need to be paid for when the funeral is arranged.

While we can arrange for personal and other items to be placed on display for private viewing, we will not be responsible for any loss of such items and your representative must collect such items prior to the funeral taking place.

The plan can only be carried out by one of our Funeral Directors. We will discuss with your representative which of our Funeral Directors will perform the service. If your representative chooses to arrange the funeral with another funeral provider, we may have to cancel your plan. Alternatively, we reserve the right to select the Funeral Director.

If your representative arranges an alternative funeral because they are unaware of your plan, once your representative has provided us with your Certificate of Membership, and your death certificate or other

formal documentation that confirms your death and evidence that your funeral has been performed, we will forward this documentation to the Trustees. Following their satisfactory review of this documentation, the Trustees will arrange for an amount equal to the total monies paid by, or on behalf of, you for your plan minus the £100.00 membership fee to be paid to your estate. No interest will be payable on such monies.

Impossibility of performing the funeral

If it is not possible for the funeral provided by your plan to be performed due to the fact that your body is practicably irrecoverable, upon your representative providing evidence of this fact along with your Certificate of Membership, and your death certificate or other formal documentation that confirms your death, we will forward this documentation to the Trustees. Following their satisfactory review of this documentation, the Trustees will arrange for an amount equal to the total payments paid by, or on behalf of, you for your plan minus the £100.00 membership fee to be paid to your estate. No interest will be payable on such monies.

8. WHAT WILL HAPPEN IF FAMILY FUNERALS DO NOT PROVIDE MY FUNERAL IN A REASONABLE TIME?

Provided your plan is paid in full, if we do not organise your funeral within a reasonable time, Lodge Bros. (Funerals) Limited will arrange for the funeral to be performed provided you have not cancelled your plan and the Trust has not been wound up.

9. HOW WILL MY MONEY BE HELD?

All the monies you pay to us are protected and are held in trust. The Family Funerals Pre-Planned Funerals Trust ("the Trust") has been set up in accordance with the requirements of the Financial Services and Markets Act 2000 and it and the plan you purchase comply with the requirements of this Act.

The trust funds are held separately to the assets of Family Funerals Trust Limited and Trustees are appointed to manage the trust. Rathbone Trust Company Limited has been appointed as the Custodian Trustee. The Trustees have wide powers of investment in relation to the funds held in the Trust and to assist them the trust funds (excluding the membership fees) are managed by an independent fund manager. The membership fee will be paid by the Trustees to us to cover the administration and overhead expenses we incur in running the business for each plan.

In the unlikely event that we cease to trade, the Trust will continue to be run by the Trustees. And in the event that the Trust is wound up, which would be extremely unlikely, and your plan hasn't been used to provide a funeral or hasn't been cancelled, you would receive a share of the trust fund as determined by the Trustees acting in accordance with professional advisors and the relevant laws.

10. HOW DO I MAKE CHANGES TO MY PLAN?

Your plan can be changed at any time. To do so, simply contact us to discuss the changes you would like to make. We do not charge any administration fee for making the changes to your plan.

If the changes you wish to make result in the removal of services from your plan, we will refund to you the original cost of such services.

If the change you wish to make result in the addition of new services to your plan, such services will be charged at the current rate that applies at the date of ordering.

How do I choose or change my funeral home

We give you the option of choosing one of our Funeral Directors to arrange your funeral when you buy the plan. You can also change your funeral home at any time by contacting the Funeral Director specified in your plan to arrange such a change. However, the new funeral home has to be one of our Funeral Directors.

Can I transfer my plan to someone else?

Once the plan has been paid in full, you may transfer the plan to someone else, who will become the plan holder. The same terms will apply as if the plan had been used by the original plan holder. We will

need the written consent of you, the other Joint Plan holder (if relevant) and the new plan holder to the transfer of the plan before such transfer becomes effective.

How do I change my personal details/address?

Let us know if you change your name, address or bank details, or anything else that may affect your plan.

If you move house, you'll need to get in touch as we may need to make changes to your plan. Unfortunately, there may be extra charges for some changes. For example, there may be extra costs if you use a different crematorium/cemetery or if you want to use the original crematorium/cemetery even though you no longer are a resident of the local area.

Depending on where you move to, it may not be possible for us to provide your funeral. In such circumstances, we may be able to nominate an alternative funeral director in the area of your new address to provide the plan. If that is not possible, or if you request it, your plan will be cancelled.

What other changes can be made to my plan?

We don't know what will happen in the future. There may be changes in the law, local authority rules or tax rules which affect the way we carry out the funeral. For example, the tax law may change and require value added tax (VAT) to be applied to funeral costs or laws may change and introduce new taxes or the local authority may decide to impose/waive non-resident charges for use of your specified crematorium/cemetery. This may mean we will need to apply extra charges (or pay you money back). If there are extra charges, you or your representative will have to pay these before the funeral takes place.

11. HOW DO I CANCEL MY PLAN?

Canceling within 30 days of the date of the Agreement

However, you pay, you can cancel your plan within 30 days of the date of the Agreement without giving any reason and receive a full refund.

Canceling your plan more than 30 days after payment

If you ask us to cancel your plan after 30 days of the date of the Agreement, we will pay you back the payments made for your plan (including any deposit) less the £100.00 membership fee.

You will need to write to us at the address below if you want to cancel and you may, if you wish, use the cancellation form on the last page of these Terms & Conditions. You will also need to return your original Certificate of Membership to us.

All refunds will be paid within 14 days of receipt of your notice to cancel to the person who originally paid for the plan or such person's estate.

Our right to cancel your plan

We can cancel your plan if:

- We're not able to carry out what's included in your plan due to circumstance beyond our control. Or where we are unable to provide the funeral in our chosen location or a funeral outside of our network of Funeral Directors.
- You do not keep up the instalments on your plan and miss 3 instalments in a row on an instalment plan.

If we cancel your plan more than 30 days after the date of the Agreement, we shall notify you in writing that your plan has been cancelled and shall pay you back any payment made less the £100.00 membership fee within 14 days of such notification.

12. HOW DO I CONTACT YOU?

You can contact us in the following ways for plan sales, lost plan documents, plan enquiries and general enquiries.

Phone: 020 8818 7710

e-mail: prepaid@lodgebrothers.co.uk

Post: Family Funerals Trust Limited,
Ludlow House, Ludlow Road,
Feltham, Middlesex TW13 7JF

13. HOW DO I MAKE A COMPLAINT?

If for any reason you are not satisfied with any part of your plan, please contact Family Funerals Trust by either phone, email or post.

Phone: 020 8818 7710

e-mail: prepaid@lodgebrothers.co.uk

Post: Family Funerals Trust Limited,
Ludlow House, Ludlow Road,
Feltham, Middlesex TW13 7JF

How we manage your complaint

We'll be in touch within 7 working days to let you know that we have received your complaint. We'll get your complaint to the right person and let you know who will be looking into your concerns.

We will keep you updated on our investigation and will try and sort it out fully within 28 days. If we can't finish our investigation within that time, we'll contact you to let you know how we are getting on. If you are not happy with our response to your complaint, you can take your complaint to the Funeral Planning Authority. Its details are as follows:

Phone: 0345 601 9619

Online form: funeralplanningauthority.co.uk/contact-us/complaint-form

website: www.funeralplanningauthority.co.uk

14. HOW WE COLLECT AND USE YOUR INFORMATION

When you take out your plan, we'll ask for some necessary personal information to allow us to set it up and administer it thereafter. Your name, address, contact details and relationship to the deceased (if applicable) will be used to ensure that we deliver on our promise of providing the very best service to you.

We only use and store information for as long as we need it. Whenever

possible, we will store your data within the UK or in countries that have data protection standards approved by the UK. And we will only allow a transfer of your data when there is a recognised assurance to ensure that your data is adequately protected. A separate sheet setting out in further detail how we collect and use your personal information is available on request.

On request we will provide the contact details of our Data Protection officer. Alternatively, you can contact him/her at any time by writing to Data Protection Officer at Family Funerals Trust Limited, Ludlow House, Ludlow Road, Feltham, Middlesex, TW13 7JF. You have the right to request access to, rectification of and removal of your personal data at any time. If you no longer want us to hold your personal data, this may affect our ability to administer your plan. If it does, we will notify you of this and arrange for your plan to be cancelled.

If you are unhappy about the way we use process your personal data, you may contact us using the contact details set out above. You may also contact the Information Commissioner's Office at Information Commissioner's Office, Wycliffe House, House Water Lane, Wilmslow, Cheshire SK9 5AF.

15. GOVERNING LAW

English law will apply to your Contract of Membership, which includes these terms and conditions. If any part of your Contract of Membership is invalid or unenforceable, then that part shall be removed from your Contract of Membership but the remainder of your Contract of Membership, shall not be affected. Any dispute arising under your Contract of Membership can be referred to the English courts. This is in addition to your rights to make a complaint to us or the Funeral Planning Authority.

If we delay or fail to exercise our rights under your Contract of Membership (for example we do not cancel your Contract of Membership when you miss 3 payments) we will still be entitled to exercise our rights at any later time.



CANCELLATION FORM

Please complete the form and return to Family Funerals Trust Limited, Ludlow House, Ludlow Road, Feltham, Middlesex TW13 7JF.

I WISH TO CANCEL MY FUNERAL PAYMENT PLAN AGREEMENT

Plan number: Start date/date ordered:

Mr/Mrs/Miss/Other: Forename(s): Surname:

Address:

..... Postcode:

Telephone:

Your signature: Date of form: