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Funeral Services Agreement

OUR TERMS AND CONDITIONS FOR FUNERAL DIRECTORS

AGREEMENT TO PROVIDE FUNERAL SERVICES

PLEASE NOTE: UNLESS WE AGREE OTHERWISE, THESE TERMS AND CONDITIONS APPLY WHENEVER WE APPOINT YOU TO PROVIDE FUNERAL SERVICES UNDER ONE OF OUR PLANS, WHETHER OR NOT YOU HAVE SIGNED A COPY OF THIS AGREEMENT.

YOUR ATTENTION IS DRAWN TO CLAUSE 14 WHICH SETS OUT LIMITATIONS OF LIABILITY.

DATED: 29th July 2022

Parties:

- (1) **GOLDEN LEAVES LIMITED** registered in England and Wales under company registration number 02935393 and whose registered address is at Number One Croydon, 12-16 Addiscombe Road, Croydon CR0 0XT (“we” or “us”); and
- (2) **[FUNERAL DIRECTOR]:** [Insert details] **Name] [(form of organisation i.e. [company incorporated in [England and Wales], [Scotland] [Northern Ireland] under company number] or [partnership] or [sole trader] and whose [registered office] [head office] is []. “you”).**

1 This Agreement.

- 1.1 We are authorised and regulated by the FCA to:
 - 1.1.1 Provide Funeral Plan Contracts (“Plans”); and
 - 1.1.2 Carry out Funeral Plan Contracts as provider.
- 1.2 You are a funeral director whom we may appoint to provide Funeral Services to those entitled to them under our Plans.
- 1.3 These are the terms and conditions on which you agree to provide Funeral Services where we appoint you to do so.
- 1.4 You will be bound by the terms and conditions of this Agreement from the day (“**Commencement Date**”) when: (i) you sign a copy of it; (ii) or you show in some other way that you agree to its terms; or (iii) you perform Funeral Services or accept an appointment to provide Funeral Services under a Plan after the terms of this Agreement have been drawn to your attention.

2 Understanding this Agreement

A number of words are used in this Agreement which have special meanings. Where this is the case, the relevant words begin with a capital letter. The meanings of these specially defined words and other guides to understanding this Agreement can be found in the Glossary in clause 21 of this Agreement.

3 Our role

- 3.1 We may, when we consider it appropriate to do so, appoint you to provide Funeral Services in accordance with the terms and conditions set out in this Agreement.
- 3.2 If we do so, we will act on a non-exclusive basis. There are no restrictions on our appointing other providers of Funeral Services. We do not promise to appoint you to provide Funeral Services in a maximum or minimum number of cases and we do not give you exclusive rights in any territory or area. Whether or not we appoint you to provide Funeral Services in any case is entirely a matter for us in our discretion.
- 3.3 Our standard Funeral Services are set out in Appendix A. We may also appoint you to provide Funeral Services which

are not standard ("**Bespoke Services**"). We and you will agree what Bespoke Services shall be provided.

- 3.4 This Agreement relates to providing Funeral Services only. It does not relate to distributing or promoting our Plans. You may not promote, distribute or arrange our Plans unless we have agreed to appoint you as an Appointed Representative ("**AR**") or an Introducer Appointed Representative ("**IAR**") using separate documentation i.e. an AR Agreement or an IAR Agreement. If we appoint you as an AR or IAR and this Agreement is inconsistent with the AR Agreement or the IAR Agreement, then the AR Agreement or the IAR Agreement shall take priority over this Agreement.

4 How we appoint you to provide Funeral Services.

- 4.1 **Under FCA Rules, we must, within 30 days of a Customer's purchase of a Plan, make appropriate arrangements for the funeral to be carried out (including entering into a legally enforceable contract for Funeral Services with a funeral director). We must confirm these arrangements to the Customer no later than two Business Days after we have done so. This clause 4 sets out how we enter into legally enforceable arrangements for Funeral Services and it is essential that you consider and understand them.**
- 4.2 If we appoint you to provide Funeral Services for any Customer or Covered Individual, we will send you a Notice of Appointment and we will ask for your confirmation that you accept the appointment. It is important that you respond to any such communication. You will be deemed to have accepted the appointment if you have not refused it within five Business Days of our notifying you of it as set out in clause 4.3.3.
- 4.3 You will be deemed to accept the appointment to provide Funeral Services if:
- 4.3.1 You sign the Notice of Appointment or other communication showing that you accept the appointment;
 - 4.3.2 You show in some other way (in writing or otherwise) that you accept the appointment; or
 - 4.3.3 You fail to inform us within five Business Days of your receipt of the Notice of Appointment that you do not accept the appointment.
- 4.4 By accepting (or being deemed to have accepted) a Notice of Appointment in accordance with clause 4.3, you will enter into a binding and enforceable contract to provide the Funeral Services ("**Funeral Services Contract**"), subject only to its being cancelled or ended in accordance with this Agreement.
- 4.5 If a Notice of Appointment is inconsistent with this Agreement, the Notice of Appointment takes priority.

5 Cancellation or reorganisation of Funeral Services.

- 5.1 We may cancel or end a Funeral Services Contract where we consider that it is appropriate to do so including if:
- 5.1.1 A Customer cancels his or her Plan under Applicable Laws (including FCA Rules);
 - 5.1.2 A Customer dies within any Moratorium Period under a Plan or fails to make any required payment(s) leading us to end the Plan in circumstances where we are entitled to do so;
 - 5.1.3 An individual entitled to a funeral under a Plan changes address so that we consider it fair and reasonable to appoint a different funeral director; or
 - 5.1.4 In other circumstances where we consider it fair and reasonable to end a Funeral Services Contract.
- 5.2 We will aim to give you as much notice as is reasonably practical as to cancelling or ending a Funeral Plan Contract and will act in a way which we consider to be fair and reasonable to you in doing so. You will, however, not be entitled to compensation if we cancel or end a Funeral Plan Contract in accordance with this Agreement.

6 What we expect of you in providing Funeral Services

- 6.1 You shall conduct Funeral Services in a timely fashion with all due care, skill and sensitivity and in accordance with Good Industry Practice. This includes complying with Applicable Laws and the requirements of any recognised Trade Body of which you are a member.
- 6.2 We may (in our discretion) from time to time give you instructions for providing Funeral Services. You must follow these at all times when providing Funeral Services.

- 6.3 Under this Agreement, we appoint you to provide Funeral Services on our behalf in accordance with our Plans. Unless we agree otherwise, you shall not actively promote your services to any individual with whom you come into contact in providing the Funeral Services other than by selling items such as flowers which are not covered by a Plan. You may respond to factual requests for information about your business. You shall refer any requests for additional services to us. You shall comply at all times with clause 3.4 in relation to distributing or promoting our Plans.
- 6.4 You shall notify us of any Complaint of which you become aware in relation to the Funeral Services or any Plan. You must do this immediately and must in no circumstances do so later than the Business Day after you become aware of the Complaint.

7 Our obligations to you.

- 7.1 We shall give you all reasonable co-operation in all matters relating to the performance of your obligations under this Agreement and any Funeral Plan Contract. In particular this includes:
- 7.1.1 Promptly and fully responding to all communications from you relating to our Plans and/or any Funeral Plan Contract and liaising with you on matters relevant to either or both of them;
 - 7.1.2 Providing proper and clear instructions to you in respect of respect of our requirements in relation to the Funeral Services, or otherwise in connection with this Agreement; and
 - 7.1.3 Conducting our affairs at all times in a proper and reputable manner, observing all Applicable Laws in relation to our business.

8 Charges - how you will be paid for providing Funeral Services

- 8.1 The Charges to which you will be entitled will and any relevant Disbursements (and how they will be paid) will be set out in the Notice of Appointment or will be as otherwise agreed by you and us.
- 8.2 If the Charges or Disbursements are not specified in the Notice of Appointment and you and we have not specifically agreed them, you will be entitled to be paid in accordance with the standard tariff of Charges at Appendix A for the Funeral Services you provide.
- 8.3 Unless clause 8.4 applies, there will be an uplift of the Charges and Disbursements payable under the Funeral Plan Contract on the following basis ("**RPI Valuation**"):
- 8.3.1 For Trust-based Plans, on an annual basis in accordance with the Retail Price Index from the date specified in the Notice of Appointment; or
 - 8.3.2 For Insurance- backed Plans (which we may also refer to as Fixed Monthly Payment Plans), by 2% annually from the date specified in the Notice of Appointment.
- 8.4 Where we and you specifically agree to this in writing (in Schedule A or otherwise) the uplift of Charges and Disbursements referred to in clause 8.3 in respect of Trust-based Plans shall (instead of being a figure entirely based entirely on the Retail Prices Index) be based on Actuarial Valuation as follows:
- 8.4.1 Disbursements will be subject to uplift on an annual basis in accordance with the Retail Prices Index;
 - 8.4.2 Your Charges will be subject to adjustment based on a figure assessed by our Actuary as appropriate.

Where you and we have agreed to Actuarial Valuation, this may result in the Charges being reduced or there being no uplift on an annual basis. Actuarial Valuation will be applied only if our Actuary confirms that it is feasible and lawful to do so and shall depend at all times on the solvency of the Trust. Any determination by our Actuary will be conclusive and binding. If the Actuary is unable to apply Actuarial Valuation, clause 8.3 will apply.

- 8.5 You may invoice us for the Charges and Disbursements when you have fully provided the Funeral Services. We will make payment within 10 Business Days of receiving your invoice except where clauses 8.8 and 8.9 apply. We may arrange that payment be made to you directly by the Trust or a relevant insurer where we consider it appropriate to do so.
- 8.6 We shall make payments into such account as you shall reasonably instruct and without any set off or other

deduction whether for withholding tax or otherwise except where clauses 8.6 and 8.7 apply.

8.7 There may be Additional Payments to be made which are not covered by a Plan. You must liaise with us in relation to these Additional Payments and must not charge or receive them unless we have first agreed with you in writing both the Additional Payments and how they will be paid.

8.8 We may withhold or delay payment of any Charges in whole or in part if:

8.8.1 We have reasonable grounds to suspect that the Funeral Services have not been provided in accordance with this Agreement; or

8.8.2 There is a Complaint in relation to the Funeral Services which we consider needs to be investigated.

In either of these circumstances, we will investigate fairly and impartially and will aim to resolve the issue as soon as is reasonably practicable.

8.9 Having investigated and considered the matter fairly and impartially, where we conclude that we are justified in doing so, we may:

8.9.1 Reduce or withhold any payment to be made to you by an amount we consider to be reasonable; or

8.9.2 Where payment has already been made we may at our option:

(a) Demand that you repay all or a proportion of sums of the amounts so paid (in which case you must repay them on our demand); and/or

(b) Set-off, deduct or withhold such amount as we consider reasonable from Charges payable by us in the future.

We shall aim to act fairly and reasonably in relation to this clause 8.9, but our decision will be conclusive and binding.

8.10 We will review our tariff of charges at Appendix A from time to time. We will inform you of the new tariff of Charges by sending you notice by email or otherwise in accordance with this Agreement. The new tariff of charges will be effective from the date we specify.

8.11 The parties acknowledge that, as of the date of his Agreement, Funeral Services qualify for VAT exemption. As a result we agree that you may invoice us on that basis. If HM Revenue & Customs decide that VAT is payable (as a result of a change in Applicable Laws or otherwise) on amounts due under this Agreement where previously no VAT was payable, then the parties shall enter into discussions to review the amounts payable under this Agreement to take account of this change in circumstances.

9 Insurance

9.1 Both you and we shall obtain and maintain insurance with a reputable insurance company against any loss, damage or liability suffered by us in performing our respective obligations under this Agreement.

9.2 If you or we so request, the other party will provide details of its insurance.

9.3 This clause 9 does not reduce or affect clause 14 relating to liability.

10 Intellectual Property

10.1 Nothing in this Agreement gives either you or us any rights in respect of any trade names, trademarks or any intellectual property whatsoever used by the other party.

10.2 Neither party is permitted, without the express written consent of the other party, to use any trade names, trademarks or any other intellectual property of the other party.

10.3 This means that among other things that neither party may:

10.3.1 promote its business on the basis of any affiliation the other party;

- 10.3.2 hold itself out as being an agent of the other party; or
- 10.3.3 Use the other party's trade names, trademarks or intellectual property, or make any reference to the other party, in any pitches, tenders, brochures, advertisements or any equivalent materials, except in so far as the other party has agreed to this.

10.4 You should note that you may only promote our Plans if you are our AR or IAR in accordance with clause 3.4 of this Agreement.

11 Information and audit

- 11.1 You shall respond promptly to any request for information by us, our auditors or the FCA and allow access to your premises or employees if so requested.
- 11.2 You shall allow our representatives and those of our auditors or the FCA access to all records, documents or computer systems that are under your control and provide copies of any records, documents and data relating to the provision of Funeral Services and compliance with this Agreement as requested by our representatives or those of our auditors or the FCA.

12 Confidential Information

- 12.1 You and we undertake to each other that neither party shall at any time before Termination and for a period of five years after that disclose the other party's Confidential Information to any third party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's Confidential Information:
 - 12.2.1 To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under or in connection with this Agreement, any of the Plans or any Funeral Services Contract;
 - 12.2.2 As may be required by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority (including the FCA).
- 12.3 Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information are made aware of the confidential nature of the information and comply with this clause 12.
- 12.4 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and/or to perform its obligations under or in connection with this Agreement, the Plans or any Funeral Services Contract.
- 12.5 You should note that any details as to pricing, payment or remuneration in relation to any appointment to provide Funeral Services are confidential and should not be disclosed to any person (including a Customer) except in the circumstances set out in clause 12.2.2.

13 Data protection

- 13.1 For the purposes of this clause 13, the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in Data Protection Laws.
- 13.2 You and we have determined that, for the purposes of the Data Protection Laws, you will act as processor for us. If for any reason we and you agree that that does not apply in the future (and for example, you are a controller or we are joint controllers of any personal data) you and we shall agree an appropriate way of dealing with any relevant personal data.
- 13.3 This clause 13 must be read in conjunction with Appendix B and together they set out:
 - 13.3.1 The subject matter and duration of the processing;

- 13.3.2 The nature and purpose of the processing;
 - 13.3.3 The type of personal data and categories of data subject; and
 - 13.3.4 Our and your obligations and rights.
- 13.4 As controller, we determine the purposes and means of the processing of personal data (which means we have overall control of what is to happen to personal data). You shall process any personal data only in accordance our documented written instructions unless you are required by the Data Protection Laws to process that personal data in any other way.
- 13.5 You must ensure and procure that that all your personnel who have access to and/or process personal data are obliged to keep the personal data confidential.
- 13.6 You must keep all personal data secure. You must implement appropriate technical and organisational measures in accordance with the Data Protection Laws to protect against unlawful processing of personal data and against its accidental loss, damage or destruction.
- 13.7 You shall not use or engage any sub-processor except on terms which we have agreed in writing. Where we have so agreed, you shall not appoint or replace (or change the terms of the appointment of) any other processor except where we have agreed to this in writing.
- 13.8 You shall assist us as we require in complying with our obligations as data controller under the Data Protection Laws. This includes (but is not limited to):
- 13.8.1 Promptly assisting us in responding to any request from a data subject;
 - 13.8.2 Promptly notifying us if you receive any complaint, notice or communication (whether from the Commissioner, any data subject, any supervisory authority or other third party) which relates to processing of the personal data.
- 13.9 You shall immediately notify us if you become aware of a personal data breach or if you suspect any personal data breach. If you do so, we shall promptly conduct an initial assessment to determine, whether the event or incident qualifies for notification to the Commissioner and shall provide a copy of this initial assessment along with such notification.
- 13.10 If we direct you to do so in writing, you shall delete or return to us all personal data on Termination. In these circumstances you shall certify to us in writing that you have done so, unless you are required by Applicable Laws to continue to process that Personal Data (and if that applies, you will give us a full explanation of the Applicable Laws that are or may be involved). Where you continue to process personal data after Termination, you shall only do so in accordance with this Agreement and Applicable Laws. For the purposes of this clause 13.10 the obligation to “delete” data includes the obligation to delete data from back-up systems as well as live systems.
- 13.11 You must maintain adequate records of your processing of personal data. You must provide us with such information with regard to it and access to your records as we may reasonably request. You must allow for and submit your premises and operations to audits, including inspections, by us or our auditor, where we require you to do so to demonstrate your compliance with the Data Protection Laws and this clause 13.
- 13.12 You shall not, without first obtaining our written consent, carry out, via yourself or via any other processor, any processing of the personal data, or transfer any such personal data, outside of the UK, including processing the personal data on equipment situated outside of the UK.

14 Liability

- 14.1 Nothing in this Agreement shall exclude or restrict either party's liability in respect of:
- 14.1.1 death or personal injury resulting from that party's negligence;
 - 14.1.2 fraud or fraudulent misrepresentation;
 - 14.1.3 the liability and obligation to pay Charges or other monies due under clause 8; or
 - 14.1.4 any other liability that cannot be excluded or restricted under Applicable Laws.

- 14.2 Neither you nor we shall be liable to each other, whether under contract, negligence, tort, statute or otherwise, for any of the following (and in each case, whether loss is caused directly, indirectly or otherwise):
- 14.2.1 business interruption;
 - 14.2.2 loss of profits or revenues;
 - 14.2.3 loss of or corruption to data;
 - 14.2.4 loss of or corruption to software;
 - 14.2.5 loss of business;
 - 14.2.6 loss of goodwill or reputation;
 - 14.2.7 loss of opportunity; or
 - 14.2.8 for any special, indirect, incidental, punitive, exemplary or consequential loss.
- 14.3 Neither party may benefit from the limitations and exclusions set out in this clause 14 in respect of any liability arising from its deliberate default.
- 14.4 Subject to clause 14.6 and 14.7, and clause the liability of the parties to each other in respect of all breaches of duty occurring within any contract year shall not exceed the cap. In this clause 14.8:
- 14.4.1 The cap is the greater of £50,000 and the aggregate of the total Charges paid by us in the contract year in which the breaches occurred.
 - 14.4.2 A contract year means a 12 month period starting with the Commencement Date.

15 Events and circumstances beyond the control of the parties ('force majeure')

- 15.1 Neither you nor we shall be liable to each other or in breach of this Agreement because of any delay in performing or any failure to perform any of our or your obligations if the delay or failure was due to any circumstances or cause beyond our or your reasonable control.
- 15.2 Circumstances beyond our or your reasonable control shall include (but shall not be limited to) act of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, epidemic or pandemic, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving our or your employees or those of a third party).

16 Ending this Agreement and the relationship between us ('Termination')

- 16.1 This Agreement and the relationship between us may be ended:
- 16.1.1 Immediately by either you or us if the other party commits any material breach of any of this Agreement and which (in the case of a breach capable of being remedied) is not remedied within thirty (30) days of a written request to remedy it;
 - 16.1.2 By either you or us on service of 90 days' notice in writing to the other; or
 - 16.1.3 Immediately (subject to Applicable Laws) by either you or us if the other party shall become unable to pay its debts or otherwise become subject to Insolvency Events.
- 16.2 We may also end the relationship between us on immediate written notice to you if:
- 16.2.1 A conflict or conflict of interest has arisen and we reasonably believe this may be detrimental to our business;
 - 16.2.2 We reasonably believe there has been a breach of Applicable Laws by you and we reasonably believe that we would suffer significant damage to our reputation or be subject to legal and regulatory proceedings if our relationship were to continue;
 - 16.2.3 Instructions are given by the FCA or other competent authority to end the relationship between us (or a specific part of it);
 - 16.2.4 You cease to be a member of a relevant Trade Body;
 - 16.2.5 We become aware of any circumstances or incident in which you are in any way involved which we reasonably believe materially damages our reputation or may do so.

- 16.3 In any circumstances set out in clause 16.2, we may, to the extent that we regard it as reasonably practicable to do so (and subject to Applicable Laws) give you a reasonable opportunity to provide an explanation or make representations as to why the relationship between us should not be ended, unless we reasonably conclude that we are obliged under Applicable Laws to end the relationship immediately.
- 16.4 Where we have appointed you as our AR or IAR, terminating this Agreement will not automatically terminate any AR or IAR Agreement.

17 What happens on Termination

- 17.1 On Termination:
- 17.1.1 We shall immediately pay to you all of your outstanding unpaid invoices in respect of Funeral Services (and, in respect of Funeral Services provided but for which no invoice has been submitted, you may submit an invoice, which shall be payable within ten Business Days after receipt); and
- 17.1.2 You shall immediately return all our Materials if we require you to do so and shall comply with clause 13.10 in relation to personal data.
- 17.2 Where we have ended the relationship between us, it shall be for us to decide in our discretion whether we require you to perform any Funeral Services which you have agreed in a Funeral Plan Contract to provide before Termination. If we do require you to do this, we will give you notice of it.
- 17.3 Where you have ended the relationship between us, you must continue to provide Funeral Services where you have agreed to do so in a Funeral Services Contract agreed before Termination unless instructed otherwise by us, our representatives or by any person to whom our business has been transferred. Under FCA Rules, the Trust or insurance arrangements we have put in place should be sufficient to adequately meet payment of any Charges to you in respect of such Funeral Services in the event of our Failure.
- 17.4 Except as expressly stated in this Agreement, Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of Termination, including the right to claim damages in respect of any breach of this Agreement or the terms of any Funeral Services Contract which existed at or before the date of termination or expiry.
- 17.5 Even if either of us ends the relationship between us, the following clauses shall remain in effect: 5, 6, 8, 10, 11, 12, 13 -15 inclusive, 17, 18 and 21.

18 Notices

- 18.1 Any notice or other communication between us in connection with this Agreement or any Funeral Services Contract shall be in writing and shall be:
- 18.1.1 Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 18.1.2 Sent by email to the address to such address as either of us shall notify to the other in writing. If you do not notify us of an e-mail address for this purpose, a notice sent by us to any e-mail which we have used for communicating with you in relation to any business between us shall be effective.
- 18.2 Any notice or communication shall be deemed to have been received:
- 18.2.1 If delivered by hand, at the time the notice is left at the proper address;
- 18.2.2 If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 18.2.3 If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a Business Day.
- 18.3 This clause 18 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 Bribery and anti-slavery

- 19.1 Both you and we shall comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**'Relevant Requirements'**).
- 19.2 Neither you nor we shall engage in any activity practice or conduct which would constitute an offence under clauses 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 19.3 Both you and we have and shall maintain in place while there is a relationship in place between us under this Agreement, policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate. Our anti-bribery policy is available on request.
- 19.4 You or we shall, if so required by the other party, certify to the other party in writing signed by an officer of that party, compliance with this clause 19. Each party shall provide such supporting evidence of compliance as the other party may reasonably request.
- 19.5 For the purpose of this clause 19, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with clause 7(2) of the Bribery Act 2010 (and any guidance issued under clause 9 of that Act), clauses 6(5) and 6(6) of that Act and clause 8 of that Act respectively.
- 19.6 Additionally, you and we shall:
- 19.6.1 Comply fully all Applicable Laws and Good Industry Practice in order to ensure that there is no slavery or human trafficking in its supply chains; and
- 19.6.2 Notify the other party immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.
- 19.7 Our anti-slavery policy is available on request. You shall at times conduct your business in a manner that is consistent with our anti-slavery policy.
- 19.8 You shall provide us with reports or other information that we may request as evidence of your compliance with this clause 19.
- 19.9 Breach of this clause 19 shall be deemed to be a breach of this Agreement entitling us to end our relationship in accordance with clause 16.

20 General

- 20.1 This Agreement together with the terms of any Funeral Services Contracts constitute the entire agreement between you and us in relation to Funeral Services. They supersede any previous agreement or understanding. They may be varied or changed only:
- 20.1.1 By written agreement between us and you; or
- 20.1.2 Under clause 20.2.
- All other warranties terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 20.2 We will review this Agreement from time to time including our Charges and may periodically change them. If we make any changes to this Agreement, we will notify you of this by specifically informing you of the changes by email, by posting them to our website or portal or by referring to the changed terms of the Agreement in a Notice of Appointment. Any changes will take effect from the date on which we inform you that they will be effective. We will normally aim to give you 30 days' notice of any change. We may not always be able to do so, in particular if a change is required by Applicable Laws.

- 20.3 In the event of any conflict between the provisions of this Agreement and the terms of any Funeral Services Contract in relation to the Funeral Services to be provided in a particular case, the latter shall take priority.
- 20.4 You may not employ sub-contractors for carrying out any part of the Funeral Services except where we have agreed to this in writing. We may sub-contract or delegate any of our rights or obligations without notice to you.
- 20.5 No failure or delay by either you or us in exercising any right under this Agreement or any Funeral Services Contract shall constitute a waiver of that right. If you or we do waive any of our or your rights in a particular case, that will not mean that you or we waives any subsequent breach of the same or any provision of this Agreement or of any Funeral Services Contract.
- 20.6 This Agreement and the relationship between us shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties except as otherwise expressly provided or agreed. Neither you nor we shall have the power to bind the other without the other's prior written consent.
- 20.7 You shall not assign, transfer, mortgage, charge or otherwise encumber or deal with in any other manner (including declaring a trust) all or any of your rights or obligations under this Agreement or under any Funeral Services Contract without first obtaining our consent in writing.
- 20.8 We or any person referred to in this clause 20.8 may assign, transfer, charge or otherwise encumber or deal with any of our rights or obligations under this Agreement or a Funeral Services Contract by giving you written notice of this. Please note in particular that under FCA Rules, on our Failure our rights and obligations under this Agreement, under any Plan and in respect of any Funeral Services Contract may be transferred to another FCA-regulated firm by us, any insolvency practitioner dealing with our business or at the direction of the Financial Services Compensation Scheme ('**FSCS**'); this is an example of when our rights and obligations may be assigned or transferred but these are not the only circumstances in which this may happen.
- 20.9 Each party warrants and confirms its power to enter into this Agreement and any Funeral Services Contracts and has obtained all necessary approvals or regulatory consents to do so. Each of us repeats this offer and confirmation each time you and we enter into a Funeral Services Contract.
- 20.10 Either we or the Trust or any relevant insurer in relation to Insurance-backed Plans can enforce any of this Agreement or the terms of any Funeral Services Contract. In the event of our Failure, either the FSCS or any insolvency practitioner dealing with our business shall be entitled to take such action or give you such directions as appear to them to be appropriate in accordance with this Agreement and/or Applicable Laws and their actions or directions shall be binding on you.
- 20.11 Except as stated in clause 20.10 (and subject to the transfer provisions in clause 20.8) you and we do not intend any of this Agreement or the terms of any Funeral Services Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.
- 20.12 If any provision of this Agreement or any Funeral Services Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement or of any Funeral Services Contract and the remainder of the provision in question shall not be affected.
- 20.13 The law of England and Wales shall apply to this Agreement and any Funeral Services Contract. You and we submit to the jurisdiction of the English and Welsh courts.
- 20.14 For our exclusive benefit, you submit to the exclusive jurisdiction of the High Court of Justice in England and waive all rights to object to forum.
- 20.15 Nothing in this Agreement shall limit our right to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.

Glossary

21 Definitions

21.1 The following words and phrases shall have the following meanings unless the context requires otherwise:

Actuary any appropriately qualified person we appoint as such in our absolute discretion;

Additional Payments fees or charges which are not covered by a Plan;

Actuarial Valuation has the meaning given in clauses 8.4 and 8.5;

Applicable Data Protection Laws all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made under it); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; the UK GDPR has the meaning given to it in clause 3(10) (as supplemented by clause 204(5)) of the DPA;

Applicable Laws all applicable laws, statutes, regulations and codes from time to time in force including FSMA and FCA Rules;

Appointed Representative, AR, Introducer Appointed Representative and IAR have the meanings given in FSMA and FCA Rules;

AR Agreement or IAR Agreement any agreement between us that you will act as our appointed representative or introducer appointed representative for the purposes of section 39 FSMA;

Bespoke Services non-standard Funeral Services specifically agreed between you and us in a particular case;

Business Day means a day on which banks are open for business in London other than a Saturday, Sunday or public holiday;

Charges the sums we agree to pay you to cover your professional fees in providing Funeral Services in accordance with this Agreement and a Funeral Services Contract;

Commencement Date means the date on which this Agreement commences, as determined in accordance with clause 1.4;

Complaint any oral or written expression of dissatisfaction, whether justified or not, from or on behalf of any person in respect of the Funeral Services;

Confidential Information in respect of a party any information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs;

Covered Individual has the meaning given in FCA Rules;

Customer has the meaning given in the Glossary to FCA Rules in relation to Funeral Plan Contracts;

Disbursements costs payable either by you or us to third parties in connection with the Funeral Services including: cremation fees, burial fees, doctor's certificates or the fees of any minister or officiant;

Failure in relation to us, and in accordance with FCA Rules, the appointment of a liquidator, receiver, administrator, special administrator or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction;

FCA the Financial Conduct Authority and any successor regulator;

FSCS the Financial Services Compensation Scheme;

FSMA the Financial Services and Markets Act 2000;

Funeral Plan Contract has the meaning given in FCA Rules;

Funeral Services providing a funeral and related services in accordance with a Plan;

Funeral Services Contract a binding and enforceable agreement by you to provide Funeral Services in accordance with this Agreement;

Good Industry Practice means using standards, practices, methods and procedures conforming to Applicable Laws and the rules of any relevant Trade Body and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider of Funeral Services;

Insolvency Events means:

- (i) if a person suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of clause 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in clauses 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (ii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of a person (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (iii) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over a person; or
- (iv) any event occurs, or proceeding is taken, with respect to a person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) -(iii) above (inclusive);
- (v) (where you are an individual or a partnership) you or any of your partners is the subject of a bankruptcy petition, application or order;

Insurance- backed Plan in accordance with FCA Rules, a Plan where we have purchased, or arranged the purchase of, a contract of insurance from an authorised insurer on the life of the Covered Individual that is sufficient for the purpose of providing the agreed funeral;

Materials any documents or other materials, and any data or other information provided by us in connection with or relating to this Agreement including any targeted press or mailing list;

Moratorium Period has the meaning given in FCA Rules being the period under a Funeral Plan Contract during which we are not obliged to provide, or secure the provision of, a funeral on the death of an individual covered by the Plan;

Notice of Appointment our notice to you appointing you to provide Funeral Services for a Customer or Covered Individual which may be headed Funeral Director's Agreement Form or take such other form as we consider appropriate;

Plan a Funeral Plan Contract provided by us;

Relevant Requirement has the meaning given in clause 19 of this Agreement;

RPI Valuation has the meaning given in clause 8.3;

Termination ending the relationship between us under clauses 16 and 17 of this Agreement;

Trade Body any professional or trade association of which you are a member including where relevant the National Society of Allied and Independent Funeral Directors (SAIF); the National Association of Funeral Directors (NAFD); and the Irish Association of Funeral Directors (IAFD);

Trust the Golden Leaves Funeral Trust (or such other trust fund which may succeed it or replace it from time to time and which will be used by us for Trust-based Plans); and

Trust-based Plan in accordance with FCA Rules, a Plan where we have arranged to hold on trust such proportion of sums paid by a Customer under a Funeral Plan Contract as is sufficient for the purpose of providing the agreed funeral.

21.2 **Interpretation.** The following are the rules of interpretation for this Agreement:

- 21.2.1 References to a party include its personal representatives, permitted assignees and successors in title.
- 21.2.2 A reference to legislation or a legislative provision or a provision of FCA Rules is a reference to it as amended, extended or re-enacted from time to time.
- 21.2.3 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 21.2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 21.2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 21.2.6 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 21.2.7 A reference to writing or written includes email.
- 21.2.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 21.2.9 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 21.2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 21.2.11 When this Agreement refer to "us" or "you" that shall include any of our or your employees, officers, agents or sub-contractors.
- 21.2.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Appendix A

Set out below are the agreed Funeral Director Charges.

Allocation pricing is as below nationally for both of the purchase types – Trust based and Insurance-backed Fixed

Monthly payments:

Trust Allocation values	FD Charges only*
Zinc	£1,382
Silver	£1,494
Gold	£1,824

FMP Allocation values	FD Charges only*
Zinc	£1,509
Silver	£1,554
Gold	£1,909

The figures above are for the Funeral Directors' professional fees portion of the Plan's pay-out only.

The Zinc Plan carries a contribution to Disbursements in addition to the above figure of £931.

The Silver and Gold plans cover the full cremation and ministers' fees fully guaranteed at the time of the funeral (GL shoulder this guarantee) in addition to the above fees.

If a burial is selected, the Plan will pay out the professional fees plus the NATIONAL AVERAGE COST OF A CREMATION as a contribution towards the costs of a burial.

Burials

All Golden Leaves plans are based around the provision of a cremation and not a burial. Burials are accepted as part of our plans however, will not be guaranteed and will act as a contribution towards the cost of the burial fees*. Any additional fee(s) or further cost(s) that are not covered within the plan(s) will be paid at the time of need by the next of kin or estate.

* This amount will be in line with the national average cost of cremation fee(s).

What is not included into the cost of our plan(s) when selecting a Burial:

- Grave purchase
- Grave Diggers' fee(s)
- Church fee(s)
- Memorials fee(s)

Annual review of Charges will be in accordance with:

Retail Prices Index in accordance with clause 8.3

Actuarial Valuation in accordance with clauses 8.4 and 8.5

Appendix B

This schedule includes certain details of the Processing of Customer Personal Data as required by Article 28(3) UK GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the processing of the Personal Data are set out in this Appendix.

The Duration of the Processing of Customer Personal Data

The processor will process Personal Data for the duration of its agreement with us and retain information in accordance with current Data Protection Laws and/or as directed by us.

The nature and purpose of the Processing of Customer Personal Data

To provide Funeral Services in accordance with the Plan on our behalf.

The types of Personal Data to be Processed (but not limited to)

Funeral plan Customer and/or Covered Individual: title/ name/ address/ postcode/ date of birth/ home phone number/ mobile number/ relationship to the deceased.

Details of personal representatives of Customer or Covered Individual.

The categories of Data Subject to whom the Personal Data relates

Customers and Covered Individuals and their representatives.

The data protection obligations and rights of the Company and its Data Processor

The data protection obligations and rights of us and the processor are set out in clause 13 of the Terms.

Signed by Barry Floyd for and on behalf of GOLDEN LEAVES LIMITED
Barry Floyd, Director

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF FUNERAL DIRECTOR]
[SIGNATURE OF DIRECTOR]
Director

OR

Signed by [NAME OF INDIVIDUAL PARTY]
[SIGNATURE OF PARTY]

OR

Signed for and on behalf of [NAME OF PARTNERSHIP] by [NAME OF PARTNER], a partner
[SIGNATURE OF PARTNER]
Partner