

## **Terms and Conditions Trust based Funeral Plan**

Silver Clouds "Trust" based Terms and Conditions Document

**Please read the following important terms and conditions before you purchase your funeral plan and check that they contain everything which you want and nothing that you are not willing to agree to.**

### **Summary of some of your key rights:**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you can cancel your contract with us within 14 days from signing and submitting our application form.*

*The Consumer Rights Act 2015 says:*

- *you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law.

In this contract:

- "We, us or our" means Silver Clouds Later Life Planning Limited.
- "You or your" means the person buying the Silver Clouds Funeral Plan from us.
- "Cancellation Charge" means the cancellation charge which may be made by us in accordance with this contract in the sum of £495 inclusive.
- "Deposit" means the deposit payable of £250 inclusive should you choose to pay for your funeral plan by instalments.
- "Disbursements" means funeral expenses and sums payable to third parties as set out in the Application Form.
- "Instalment Option" means paying for your funeral plan by 12, 18, 36, 60, 84 or 120 equal monthly instalments.
- "Jurisdiction" means England, Wales, Northern Ireland, Scotland, Jersey, Guernsey and the Isle of Man.
- "Nominated Funeral Director" means any funeral director nominated by you on the Application Form or

such other funeral director we may appoint to carry out your chosen funeral at any time prior to the funeral.

- "Personal Representatives" means the entity, person or persons appointed to administer your estate after death.
- "Plan" means the Silver Clouds Funeral Plan which provides for the funeral services set out in the Bronze, Silver, Gold, Platinum, Diamond, 800 plan, Veterans and Bespoke packages.
- "Special Requests" means any personal wishes as to how you would like your funeral performed as set out in the Application Form.
- "Trust" means the Silver Clouds Trust.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail to [info@silvercloudsfp.co.uk](mailto:info@silvercloudsfp.co.uk). E-mails will normally be responded to between Monday to Friday on normal business days from 9am until 5pm, and
- telephone 0345 222 0271. Telephone calls will normally be answered, between Monday to Friday on normal business days from 9am until 5pm. We may record calls for quality and training purposes.

### **Do you need extra help?**

If you would like this contract in another format (for example: audio or large print) please contact us using the contact details at the top of this page.

### **Who are we?**

*We are Silver Clouds Later Life Planning Limited.*

*You can deal with us directly or through one of our authorised funeral directors or representatives.*

*We arrange funeral plans and provide other later life planning services.*

*Our website can be found at [www.silvercloudsfp.co.uk](http://www.silvercloudsfp.co.uk)*

*We are registered in England and Wales under company number: 10301031.*

*Our registered office is at: 16 – 20 South Street, Hythe, Southampton SO45 6EB.*

## **1 Introduction**

- 1.1 If you buy the Plan from us you agree to be legally bound by this contract.
- 1.2 The contract includes the following documents which you also agree to be legally bound by:
  - 1.2.1 Application Form, Key Features Document, Terms and Conditions, Privacy Policy and any documents referred to in them.
  - 1.2.2 Any additional written terms which may add to, or replace some of, this contract.
- 1.3 These terms and conditions take precedence over the other documents referred to at clause 1.2.1 in case of any conflict or ambiguity.
- 1.4 Marketing and other promotional material and any verbal representations relating to the Plan are illustrative only and do not form part of the contract.

## **2 Information we give you**

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information before you order the Plan from us. Some of this information is also set out in this contract, such as information on our complaint handling policy.

**Information we will give you**

*We will give you information on:*

*The main characteristics of the funeral plan you want to buy.*

*Who we are, where we are based and how you can contact us.*

*The total price of the funeral plan including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price).*

*The arrangements for payment, carrying out your instructions and the time by which we will complete the funeral plan and provide you with confirmation.*

*How to exercise your right to cancel this contract and the costs (if any) of doing so.*

*Our complaint handling policy.*

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

**3 Ordering your funeral plan from us**

3.1 Below, we set out how a legally binding contract between you and us is made:

3.1.1 Any quotation given by us before you make an order for your funeral plan is not a binding offer by us to supply you with the Plan.

3.1.2 When you decide to place an order for the Plan with us by completing, signing and submitting the Application Form together with payment (either in full or pursuant to the Instalment Option), this is when you offer to buy the Plan from us.

3.1.3 When you place your order with our representative, he or she will acknowledge it. This acknowledgement does not, however, mean that your order has been accepted.

3.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) we cannot provide you with the package you have requested;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the Plan from us;
- (d) we are not allowed to sell the Plan to you; or
- (e) there has been a mistake on the pricing or description

3.1.5 We will only accept your order when we confirm this to you by confirmation e-mail or letter. At this point:

- (a) a legally binding contract will be in place between you and us, and
- (b) we will start to put in place the Plan in the way you and we have agreed.

**4 Completing your funeral plan**

4.1 We must complete your chosen funeral plan by the time or within the period which you and we agree in writing. If you and we have agreed no time or period, this will be within a reasonable time.

4.2 We shall not undertake any work in completing the Plan until the 14 day cancellation period has expired.

4.3 Completing the funeral plan might be affected by events beyond our reasonable control. If so, there might be a delay before we can complete the Plan on your behalf. Examples of events which might be beyond our reasonable control include:

- 4.3.1 you change your instructions,
- 4.3.2 we have to wait for the Nominated Funeral Director or other third party to confirm various matters with us, and/or
- 4.3.3 we need further information from you.

**5 Charges and payment**

5.1 We will let you know the charges for the Plan when you place an order with us. Unless the Instalment Option or other payment arrangement has been agreed in writing, payment must be made in full at the time you place your order. All payments must be made to the Trust. You are responsible for payment even if you have nominated a different person as the plan holder in the Application Form.

5.2 The Plan is intended to cover all of the costs of your funeral including the fees charged by the Nominated Funeral Director and all normal Disbursements. However, if additional Disbursements are incurred or if the cost of the Disbursements increases between the date of the purchase of the Plan and the date of the funeral by more than the increase over such period in the Consumer Prices Index then you or your Personal Representatives will be liable to pay the difference.

5.3 Additional charges may apply if you have made any Special Requests. These are not included in the Plan. You may make an additional contribution towards the cost of any Special Requests. Any contribution you do make will be applied towards the costs of the Special Requests at the time of your funeral but we do not guarantee that your contributions will cover the costs of all Special Requests.

5.4 The Plan does not cover the costs of repatriation from outside the Jurisdiction, costs of repatriation for residents of Northern Ireland, Jersey, Guernsey or the Isle of Man from any other country within the Jurisdiction, additional mileage if your chosen crematorium or cemetery is further than 40 miles from the Nominated Funeral Director, doctor's or coroner's fees, additional costs for the conduct of a funeral on a weekend, unusual hours or public holiday or any additional costs incurred due to changes or other wishes not agreed at the time of your order.

5.5 If you have chosen a cremation funeral, the Plan will cover the normal charges applied by the crematorium chosen by the Nominated Funeral Director but it will not cover any additional charges such as any additional charge for the provision of music. The Plan will cover the normal fee charged by a Minister of Religion or Officiant up to the maximum amount recommended by

the Church of England Stipend Authority (or any successor body) but will not cover any payment in excess of this amount. In the event that such additional amounts become due then you or your Personal Representatives will be responsible for payment.

5.6 If you have chosen a burial funeral, the Plan will contribute to the cost of burial. However, as the costs to third parties such as cemetery fees, the provision of a burial plot, digging a new plot, opening an existing grave and fees charged by a Minister of Religion or Officiant vary throughout the Jurisdiction the Plan does not cover all of these costs. The contribution towards burial costs will be notified to your Personal Representatives immediately prior to your funeral. Should the contribution towards burial costs not cover all of the burial costs in full your Personal Representatives will be liable to pay any additional sums. Neither us nor the Nominated Funeral Director will or attempt to pre-purchase any grave space as part of the Plan.

5.7 If you choose to pay for the Plan by the Instalment Option the following rules will apply:

5.7.1 The Deposit is payable with the Application Form.

5.7.2 Payments must be received by or on the 27<sup>th</sup> of the following month from the date of the Application Form.

5.7.3 We shall be under no obligation to provide or procure the services of the Plan until all instalments are paid. The Instalment Option is a payment in advance until all of the instalments are received and is therefore not a regulated credit activity. No additional charges are applied save for instalments over 60, 84 and 120 months which will attract an instalment charge equivalent to 3.5% per annum due to additional administration costs.

5.7.4 If you fail to pay any instalment on the due date for payment, we expressly reserve the right to cancel the Plan by refunding all payments received less the Deposit and applying the Cancellation Charge.

5.7.5 If we do not cancel your funeral plan in accordance with clause 5.7.4 and you die whilst instalments are due we shall upon request from your personal representatives either refund the instalments received less the Cancellation Charge or apply the balance received to your funeral by requesting such additional sums as may be due from your Personal Representatives following consultation with the Nominated Funeral Director at such rate (which shall be the market rate applicable at the time and not any agreed rate pursuant to the Plan) required to complete your funeral.

5.8 Value added tax ("VAT") is not currently charged on the Plan. VAT may be charged on some or all of any Special Requests. You or your Personal Representatives are responsible for payment of VAT or any other service tax on Special Requests should VAT become chargeable on the Plan or any part of it in the future.

## 6 Transfer

6.1 You can nominate a different plan holder to receive the benefits of the Plan on the basis that such individual dies before you and that you provide full details in the Application Form.

6.2 You can amend the details of the nominated plan holder by informing us in writing and completing a transfer request form.

6.3 Only you as the purchaser of the Plan, can cancel the Plan and any refund will be made to you and not to the plan holder (if different).

6.4 We may transfer this agreement to another person or company to provide the Plan in the future.

## 7 Right to cancel this contract

7.1 You have the right to cancel this contract within 14 days without giving any reason and without any liability for the Cancellation Charge.

7.2 The cancellation period will expire after 14 days from the date you sign and submit the Application Form. We shall advise you of the cancellation period in our written confirmation of your order pursuant to clause 3.1.5.

7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement to be signed and sent to us by registered post. You can use the model cancellation form set out in the box below, but it is not obligatory.

### ***Cancellation form***

*To: Silver Clouds Later Life Planning Limited of 16-20 South Street, Hythe, Hampshire SO45 6EB (by registered post)*

*I/We hereby give notice that I/We cancel my/our contract for the purchase of the Silver Clouds Funeral Plan.*

*Ordered on,*

*Your name,*

*Your address,*

*Your signature,*

*Date:*

7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

7.5 After the 14 day cancellation period, you or your Personal Representatives may cancel the Plan in writing at any time prior to your or the plan holders (if different) death. Cancellation pursuant to this clause will be subject to the Cancellation Charge which will be deducted prior to any re-imburement and the loss of any Deposit already paid.

## 8 Effects of cancellation

8.1 If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments.

8.2 We will make the reimbursement without undue delay, and not later than 18 days after the date on which we were informed about your decision to cancel this contract.

8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **9 Change of Details**

- 9.1 The Plan provides for the funeral to be conducted by the Nominated Funeral Director. If you or the person nominated as the plan holder changes address you must immediately notify us in writing. We may nominate an alternative Nominated Funeral Director who may be more local to any amended location.
- 9.2 If you move out of the Jurisdiction, you may continue to hold the Plan on the basis that you are aware that the Plan does not cover repatriation fees or you may nominate a different plan holder or you may cancel your funeral plan subject to the Cancellation Charge and loss of any Deposit.

## **10 Data Protection and Privacy**

- 10.1 We use the information you provide to us in connection with the provision and administration of the Plan. We will only pass on your personal data to third parties connected with the provision and administration of the Plan and for any statutory or regulatory compliance purposes in accordance with our Privacy Policy, a copy of which is provided to you with these Terms and Condition and is available on our website.
- 10.2 Updates to our Privacy Policy will be made via our website only.

## **11 General**

- 11.1 If we delay in enforcing any of our rights this will not restrict our ability to do so at any stage in the future.
- 11.2 This contract is personal to you and may not be assigned or transferred without our prior written consent.
- 11.3 We may at any time change these terms and conditions. We will provide you with reasonable notice of any such change. If you do not agree with the changes, you may cancel the plan in accordance with clause 7.
- 11.4 The sums payable in respect of the Plan are a pre-payment, subject to these terms and conditions, towards the cost of your funeral or that of any nominated plan holder. Neither you, any nominated plan holder nor your Personal Representatives shall be entitled to any interest, income or growth from the sums paid in respect of the Plan. Any surplus shall be retained by the Trust.

## **12 Limit on our responsibility to you**

- 12.1 Our liability to you for a breach of this contract whether arising in tort, contract or in any other way and whether caused by negligence or misrepresentation shall be limited to £295 inclusive unless any higher amount is agreed between us in writing.
- 12.2 Except for any legal responsibility that we cannot exclude in law (such as for death, fraud or personal injury), we are not legally responsible for any:
- 12.2.1 losses that:
- (a) were not foreseeable to you and us when the contract was formed;
  - (b) that were not caused by any breach on our part, in particular, we are not responsible for any acts or omissions of the Nominated Funeral Director, trustees of the Trust or other third parties instructed or otherwise involved in the Plan;
- 12.2.2 consequential, special, indirect or exemplary damages, costs or losses;
- 12.2.3 business losses; or

12.2.4 losses to non-consumers.

## **13 Disputes**

- 13.1 We will try to resolve any disputes with you quickly and efficiently.
- 13.2 If you are unhappy with our service to you or any other matter, please contact us as soon as possible.
- 13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 13.3.1 let you know that we cannot settle the dispute with you,
  - 13.3.2 give you certain information required by law about our alternative dispute resolution provider which is run by Small Claims Mediation (UK) Limited whose web address is [www.small-claims-mediation.co.uk](http://www.small-claims-mediation.co.uk). We may consent to this provider resolving any dispute after we have exhausted our internal complaint handling procedure, and
  - 13.3.3 in respect of purchases made directly through our website, you may use the online dispute resolution (ODR) platform to resolve any dispute with us. For further details, please visit [www.webgate.ec.europa.eu/odr](http://www.webgate.ec.europa.eu/odr).
- 13.4 If you want to take court proceedings, the courts of England and Wales will have exclusive jurisdiction in relation to this contract.
- 13.5 Relevant English law will apply to this contract.

## **14 Third party rights**

- 14.1 No one other than a party to this contract has any right to enforce any term of this contract.