



**The Affordable Funeral Company**

Your Low Cost Cremation Specialists

## Funeral Directors' Choice Pre-payment Plans

Administered by

**SafeHands** | FUNERAL  
PLANS



Approved Member



[www.theaffordablefuneralcompany.com](http://www.theaffordablefuneralcompany.com)

Tel: 0161 343 7230 Tel: 0161 768 0767 24 hr Service

Email: [help@tafc.info](mailto:help@tafc.info)

“The passing of a loved one is a challenging and difficult time.

We believe these challenges should remain emotional not financial”



# SafeHands || FUNERAL PLANS

...a brand you can trust.

Safe Hands Funeral Plans is endorsed by the National Federation of Funeral Directors – the UK's only funeral trade body dedicated to increasing consumer choice, transparency, and pricing fairness within the industry. Combined, Safe Hands Funeral Plans and the NFFD's services were utilised by almost 1 million people in 2014, including many thousands of happy funeral plan customers, forward-thinking funeral directors, subsidiary businesses, and consumers seeking the best-value services in their local areas.

In addition to an ongoing advertising campaign and regular hour-long shows on Ideal World Shopping Channel, Safe Hands Funeral Plans, in conjunction with the NFFD, has also been featured on:



THE TIMES



# The National Federation of Funeral Directors

**Safe Hands Funeral Plans is the only pre-paid funeral plan company officially endorsed by the**  
***National Federation of Funeral Directors.***



*Dr Hilary Jones - Ambassador*

In an ideal world, the price of a funeral will be a secondary consideration for the bereaved. However, the fact is that current economic pressures, combined with limited market choice and price transparency, means often families feel obliged to pay more than they can comfortably afford – or else run the risk that their loved ones might not receive the standard of farewell they deserve.

In recognition of the purpose and quality of its services and the fact they are completely FREE for members of the public and funeral directors to use, the NFFD has recently secured the services of TV's Dr Hilary Jones as its Official Patron. His aim this year is to bring increased public awareness to the NFFD's mission which will in-turn help the NFFD and Safe Hands Funeral Plans ensure that consumers receive the best possible deal every time.

*Dr Hilary said: "As a GP, death and dealing with bereaved families is a regular part of my work – so supporting the NFFD's cause to improve the industry and make the grieving process easier, is something I'm only too happy to do. Although price-rises are inevitable in every area of commerce, I fully support the NFFD's conviction that increasing costs within the funeral industry must be proportionate, justifiable, essential, and within reach of those on a limited budget. I also believe, as the NFFD does, that families can also help themselves by planning ahead for life's only inevitable expense.*

*Whilst there will always be a demand for the traditional and trusted 'family' funeral director, the NFFD also recognises that increased competition and transparency is vital to creating and maintaining a healthier balance between the price customers pay, and the quality and value for money of the services they receive.*

*The NFFD provides a host of services all aimed at helping ambitious, conscientious, forward-thinking funeral directors to be more competitive, whilst at the same time, improving the entire experience of those affected by loss."*

A stylized, handwritten signature in black ink, appearing to read 'Dr Hilary Jones'.

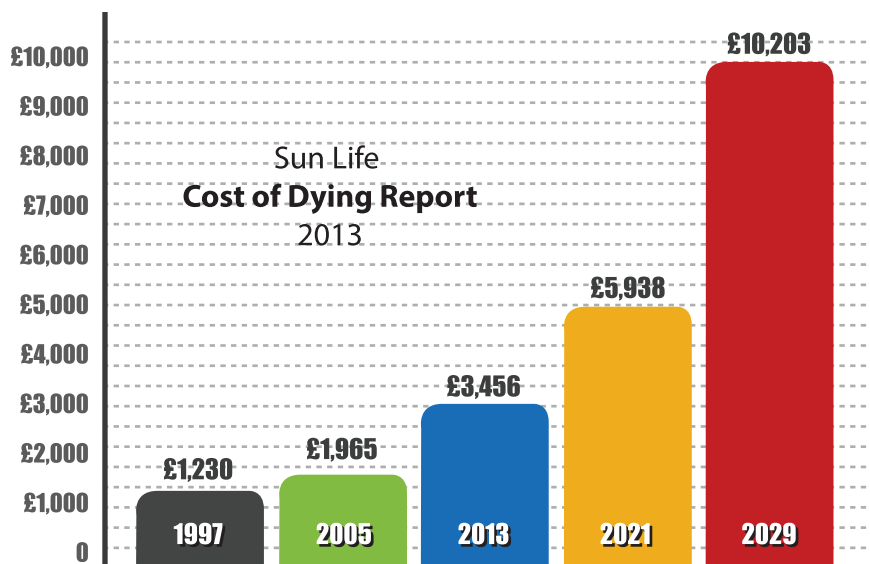
*Dr Hilary Jones - Ambassador*

# How much are funeral costs rising?

With funeral costs rising far in excess of the annual rate of inflation, it is an unfortunate fact that, for many families, budgeting for a funeral by traditional means may no longer be sufficient to cover the cost.

According to the Sun Life Cost of Dying Report 2013, average funeral costs have risen from £1,230 in 1997 to £4000 today – an increase of over **225%**. Conservative estimates suggest that by 2024 a funeral will cost, on average, between £7,000 and £8,000.

We **GUARANTEE** that however long you live, and however expensive a funeral is when you pass away, there will always be sufficient funds to cover all the funeral director's fees and services.



# Plan Comparison

**SafeHands**  
Conforms with the Fair Price Charter



## 'Unbeatable Service at an Unbeatable Price!'

We have researched the funeral plan market to assess how our rates compare to the other major companies. Our findings prove that in addition to being one of the industry's most trusted and recognised funeral plan providers, we're also the most competitively priced.

	Standard	Intermediate	Premium
TAFC	£2,600	£2,800	£3,000
Safe Hands	£3,155	£3,395	£3,700
Golden Charter	£3,525	£3,905	£4,239
Dignity	£3,535	£3,885	£4,285
Avalon	£3,595	£3,945	£4,195
Age UK	£3,465	£3,815	£4,215
Liberty	£3,210	£3,500	£3,800

# Why choose a Safe Hands Funeral Plan?

**Peace of Mind:** Choosing a Safe Hands funeral plan is the most affordable and effective means by which to protect your loved ones from rising funeral costs, and to spare them the distress of having to make difficult decisions as to what your particular preferences for a funeral might be.

**Security:** In common with all funeral plan providers, the money you pay for your Safe Hands funeral plan is held in a secure trust fund, set up in conjunction with an award-winning firm of specialist solicitors, and overseen by an independent panel of qualified Trustees (details available on request). Safe Hands guarantees that when the time comes, there will always be sufficient funds available within the Trust to cover the cost of all the funeral director's fees and services.

**Choice:** Safe Hands offers a comprehensive range of plans to suit all tastes and budgets. Each can be tailored to suit particular preferences...from the big things – like whether you want a cremation – to the small things, like your choice of music and flowers. Your plan can be changed or upgraded at any time.









**Flexibility:** You can pay for your plan in a single lump sum, or alternatively spread the cost over an extended period of anything up to 10 years.

**(INTEREST FREE OPTIONS AVAILABLE)**

**Quality of Service:** As you'd expect from one of the UK's leading funeral plan providers, we take customer service very seriously indeed. We invest heavily in the training and development of our Funeral Plan & Will Writers, ensuring that every member of the team conducts themselves with the appropriate level of tact, empathy, and sensitivity.

# The Affordable Cremation Plan

This is our most Affordable plan option. It includes all funeral director's fees and services, a standard veneered coffin, a hearse and all **3rd Party Charges**.

-  Funeral Director's fees and services (inc. care and preparation of the deceased)
-  A standard wood-veneered coffin with nameplate
-  A funeral hearse
-  24 hour transfer of the deceased to funeral home / chapel of rest
-  Arranging the funeral service with the crematorium
-  Family support and guidance provided by the funeral director
-  Funeral procession from home to crematorium
-  Mutual agreement on date and time of funeral

**Plan Price: £2600** *including 3rd Party Charges\**

**Need to pay monthly?**

INTEREST FREE					
12	24	36	48	60	120
£195.83	£97.91	£73.11	£56.79	£47.00	£27.41
Per Month	Per Month	Per Month	Per Month	Per Month	Per Month
Total Payable	Total Payable	Total Payable	Total Payable	Total Payable	Total Payable
£2600	£2600	£2882	£2976	£3070	£3540

Where applicable, interest is charged at 7.3% APR. All prices shown are based on a £250 deposit. Payable over a maximum of 120 months. A larger deposit will reduce monthly payments. **Payments over 12 or 24 months are interest-free!**

\*3rd Party Charges (also known as disbursements) are cost elements of a funeral that are outside of the funeral director's control. They cover cremation fees and doctor's fees. Currently, the national average for 3rd Party Fees is approximately £1000. All Safe Hands Funeral Plans include an allowance of £1100 to cover 3rd Party Fees (see terms & conditions).



# The Affordable Plus Cremation Plan

Our Affordable Plus plan is ideal for those who have relative simplicity in mind. Your loved ones will have the reassurance of a traditional, dignified, ceremony, with no compromise on our usual levels of care and attention to detail. It also include a limousine to transport your loved ones to the ceremony.



Funeral Director's fees and services (including care and preparation of the deceased)



A standard wood-veneered coffin with nameplate



A funeral hearse and one limousine



24 hour transfer of the deceased to funeral home / chapel of rest



Arranging the funeral service with the crematorium



Family support and guidance provided by the funeral director



Funeral procession from home to crematorium



Mutual agreement on date and time of funeral

**Plan Price: £2800** including 3rd Party Charges\*

**Need to pay monthly?**










INTEREST FREE					
12	24	36	48	60	120
£212.50	£106.25	£79.33	£61.63	£51.00	£29.75
Per Month	Per Month	Per Month	Per Month	Per Month	Per Month
Total Payable	Total Payable	Total Payable	Total Payable	Total Payable	Total Payable
£2800	£2800	£3105.88	£3208.24	£3310	£3820

Where applicable, interest is charged at 7.3% APR. All prices shown are based on a £250 deposit. Payable over a maximum of 120 months. A larger deposit will reduce monthly payments. **Payments over 12 or 24 months are interest-free!**

\*3rd Party Charges (also known as disbursements) are cost elements of a funeral that are outside of the funeral director's control. They cover cremation fees and doctor's fees. Currently, the national average for 3rd Party Fees is approximately £1000. All Safe Hands Funeral Plans include an allowance of £1100 to cover 3rd Party Fees (see terms & conditions).

# The Affordable Enhanced Cremation Plan

Our Affordable Enhanced plan is the most complete in the range. It includes a quality, veneered coffin, and two limousines to transport your loved ones to the ceremony.

-  Funeral Director's fees and services (including care and preparation of the deceased)
-  A wood-veneered coffin with nameplate & coffin spray flowers
-  A funeral hearse
-  Two following limousines
-  24 hour transfer of the deceased to funeral home / chapel of rest
-  Arranging the funeral service with the crematorium
-  Family support and guidance provided by the funeral director
-  Funeral procession from home to crematorium
-  Mutual agreement on date and time of funeral

**Plan Price: £3000** *including 3rd Party Charges\**

**Need to pay monthly?**

INTEREST FREE					
12	24	36	48	60	120
£229.16	£114.58	£85.55	£66.46	£55.00	£32.08
<small>Per Month</small>	<small>Per Month</small>	<small>Per Month</small>	<small>Per Month</small>	<small>Per Month</small>	<small>Per Month</small>
Total Payable	Total Payable	Total Payable	Total Payable	Total Payable	Total Payable
£3000	£3000	£3330	£3440	£3550	£4100

Where applicable, interest is charged at 7.3% APR. All prices shown are based on a £250 deposit. Payable over a maximum of 120 months. A larger deposit will reduce monthly payments. **Payments over 12 or 24 months are interest-free!**

\*3rd Party Charges (also known as disbursements) are cost elements of a funeral that are outside of the funeral director's control. They cover cremation fees and doctor's fees. Currently, the national average for 3rd Party Fees is approximately £1000. All Safe Hands Funeral Plans include an allowance of £1100 to cover 3rd Party Fees (see terms & conditions).



**Safe Hands Funeral Plans conform with the  
National Federation of Funeral Director's 'Fair Price Charter'.**

Including Safe Hands, there are several, reputable, UK funeral plan providers. Without exception, all work on the premise that their customer's monies are invested in secure trust funds - regulated by the Financial Conduct Authority. Almost all offer more or less the same range of plans (Basic, Intermediate or Comprehensive), and in terms of content there's little or no difference between them. This means that more often than not, the main consideration for those buying a plan, is the price.

As a conscientious funeral plan company, Safe Hands recognises the need to act sensitively and ethically. To that end, we do not employ any sales people, nor expensive call-centres. Instead, our plans are only available via our website, selected high-street retailers, and through our national network of professional estate planners, solicitors and IFAS. The added advantage this has, is that our overheads are a fraction of those from many larger companies, meaning our plan prices are amongst the lowest - if not the lowest - on today's market.

## funeral directors REGISTER

Have you lost a loved one and need to arrange a funeral?

Do you need to find a *local, reputable*, firm of undertakers?

Don't leave anything to chance...visit the Funeral Directors Register to find the best-value services in your locality and base your selection on the ratings and reviews of their previous customers!

[www.funeraldirectorsregister.com](http://www.funeraldirectorsregister.com)

# Frequently Asked Questions



## What is a funeral plan?

A funeral plan is the most effective and practical means to protect your family against rising funeral costs. Also, taking out a funeral plan enables you to dictate the precise format of your funeral, sparing your family any uncertainty or indecision over what your particular wishes may be.



## What does a Safe Hands funeral plan include?

We offer 3 funeral plan options to suit all tastes and budgets. All, as an absolute minimum, include a lined, fitted coffin, 24 hour transfer of the deceased, care and preparation of the deceased, and associated funeral director's fees and services. Furthermore, all include a £1100 allowance to cover 3rd Party Fees (otherwise known as disbursements).



## What are 3rd Party Fees / Disbursements?

3rd Party Charges (also known as disbursements) are cost elements of a funeral that are outside of the funeral director's control. They cover cremation or interment fees, doctor's fees, and minister's fees. Currently, the national average for 3rd Party Fees is approximately £1000. All of our Funeral Plans include an allowance of £1100 to cover 3rd Party Fees (see terms & conditions). Of course, through its investment within the Safe Hands Trust Fund, the monetary value of your funeral plan (including the £1100 disbursement allowance) rises over the course of your lifetime, sufficient to cover the cost of both your funeral and the associated 3rd party fees.



## Can I purchase a funeral plan on someone else's behalf?

Yes. Upon application, simply make us aware that this is your intention. (see application form completion guide for more information)



## Can I nominate a specific funeral director to undertake my funeral?

Yes. When purchasing a Funeral Plan, you are welcome to nominate a particular funeral director to conduct your funeral. If you don't have a particular funeral director in mind, don't worry – We work with a national network of reputable firms, many of which are members of the NFFD and other professional trade bodies. Furthermore, if you move to another part of the UK, we will simply assign your plan to an alternative firm in your new location.



## Can I tailor or alter the content of my funeral plan?

Yes. All of our Funeral Plans can be tailored to suit individual tastes and preferences. Our Funeral Plans can also be altered or added to at any time. Though we do not charge admin fees for any of its services (such as updating your plan if you move house, or transferring the plan to another family member) additional costs may be applicable depending on the nature and extent of alterations to your funeral requirements.



### I have changed my mind. Can I get a refund?

So long as you cancel your plan within 28 days of purchase, you are entitled to a full, no-quibble, refund. Notification by telephone before the end of the 28th day is sufficient to cancel your plan, but you will not receive your refund until we have received your cancellation request in writing (by post or email).



### What if the plan holder dies while abroad or away from home?

If the plan holder dies abroad then repatriation is the responsibility of their next of kin; the cost of repatriation is usually covered by travel insurance, however, if the plan holder dies away from home in the UK, the allocated funeral director will arrange the collection and any additional mileage above that included within the plan will be charged (by the funeral director).



### Can I make personal requests within my funeral plan?

Yes. You are welcome to include any specific or personal requests within your funeral plan. We will endeavour to incorporate these at no extra cost. We will, of course, notify you prior to you buying a plan if we feel any requests are likely to incur an additional charge.



### Do I have to pass a medical examination?

No. Our Funeral Plans are available to anyone...regardless of age, current health, or medical history.



### Why are Safe Hands Funeral Plans so much cheaper than all the other companies?

Unlike many other funeral plan companies, Safe Hands funeral plans does not employ dedicated sales teams and regional sales managers. Similarly, we do not use expensive call centres to generate business. Instead, except for instances where customers call us to buy a plan directly, our plans are only ever sold through the recommendation of our national network of 1000+ professional, qualified, will-writers, IFAs, estate planners. This means that not only are HighStreet funeral plans sold much more sensitively than those from some other companies, but it also keeps our overheads to a bare minimum, allowing us to pass the savings on to the consumer.

## SAFE HANDS 'FUNERAL DIRECTOR'S CHOICE' TERMS AND CONDITIONS INSTRUCTIONS FOR YOUR NEXT OF KIN OR EXECUTORS WHEN DEATH OCCURS

Please ensure your family / executors are aware that you have purchased a Safe Hands Funeral Plan. Ensure you store your funeral plan documentation in a safe place – preferably with your will documents.

1. When death occurs, the plan holder's personal representatives must contact Safe Hands on the dedicated 24hr response line (0800 917 70 99). Safe Hands will notify your funeral director of the plan holder's death.
2. When attending the Registrars of Births, Deaths & Marriages, your personal representatives should take details of the SafeHands 'Funeral Director's Choice' Funeral Plan and, if possible, a birth and/or marriage certificate.
3. Extra copies of the death certificate should be obtained for Probate, Social Security, banks and insurance, at the time of this registration.
4. Safe Hands will require a copy of the death certificate to allow access to the trust, in order to pay for the funeral service.

### 1. DEFINITIONS

- 1.1 In these conditions the words listed below shall have the following meanings unless the context otherwise requires:

'Company' means Safe Hands.

'Cancellation Charge' means the cancellation charge which may be made by the Company in accordance with the provisions of these conditions (which in the case of SafeHands Funeral Plans is always £395).

'Funeral Director' means the Funeral Director named in the Plan.

'Plan' means the Funeral Plan identified in this agreement which includes the services specified by the Company from time to time to be included within that Plan.

'Plan Holder' or 'You' means you, the customer or, where you are purchasing the Funeral Plan for the benefit of some other person, that person named within that specific plan. References in these terms to your 'Personal Representatives' shall only be applicable where you are the Plan Holder or if you pre-decease the Plan Holder.

### 2. CONTRACT

2.1 No contract shall exist between the Plan Holder and the Company until the plan application form has been signed and dated by the Plan Holder and on behalf of the Company to indicate acceptance of the proposal. When this has been done, this will be the date of the Plan.

2.2 Upon acceptance the Company will issue the Plan Holder with the Plan acceptance documentation including a membership certificate identifying the Plan chosen and providing an emergency telephone number to use in the event of the death of the Plan Holder.

### 3. OBLIGATIONS OF THE COMPANY

3.1 Upon receipt of payment for the Plan to the value shown in the signed Plan application form, the Company (via the specified Funeral Director) will provide the services stipulated in the Plan upon the following conditions and subject also to the exclusions and limitations in clause 4 of these Conditions:

3.1.2 If you have a complaint about the Company, then you are asked in the first instance to contact the Company which will endeavour to resolve the issue.

3.1.3 Any complaints about the Funeral Director should be referred back to their own disciplinary department for determination (if applicable) with its own complaints procedure. Should you fail to receive a satisfactory response please contact the National Federation of Funeral Directors who will act in mediation.

3.1.4 If any of the services stipulated and paid for in the Plan are unavailable at the time of the funeral, the Company will procure substitute services which are as near as practicably equivalent to the services stated in the original Plan. If, at the time of death, the specified Funeral Director is, for any reason, unable to conduct the funeral, the Plan Holder's Personal Representatives may be required to pay an additional fee to secure the services of an alternative firm.

### 4. EXCLUSIONS AND LIMITATIONS

4.1 The cost of the funeral in the Plan includes certain disbursements ('Disbursements') as well as the Funeral Director's own charges. Disbursements comprise all out of pocket expenses and sums payable to third parties in connection with the funeral other than any sums due to the Funeral Director for providing their own services. Such disbursements can include (by way of example only) sums payable for purchasing a burial plot, crematorium fees, doctor's fees, minister's fees, church fees, flowers and obituaries. The allowance made towards disbursements is shown in the price details for each Plan issued by the Company or specifically noted in the Plan documentation. 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 Retail Prices Index (RPI) then you or your Personal Representatives (or other person who arranges the funeral) may be liable to pay the difference to the Funeral Director in accordance with their payment terms or, alternatively, you or your Personal Representatives (or other person who arranges the funeral) may cancel the Plan and receive a refund of the price paid for the Plan less the Company's Cancellation Charge.

4.2 BURIALS: If the Plan Holder chooses not to purchase a burial plot at the same time as they take out their plan, it will be necessary for the Plan Holder or Representatives of the Plan Holder to purchase the grave plot at a later date.

4.3 CREMATION: For Plans which provide for cremation, should any of the specific instances referred to in clauses 4.3.1 to 4.3.3 below apply, then additional charges will be due from the Plan Holder or Representatives (or other person who arranges the funeral) to the



## SAFE HANDS 'FUNERAL DIRECTOR'S CHOICE' TERMS AND CONDITIONS

### INSTRUCTIONS FOR YOUR NEXT OF KIN OR EXECUTORS WHEN DEATH OCCURS

**Funeral Director** in accordance with their payment terms. These are as follows:

4.3.1 If the crematorium at which the funeral occurs makes any additional charge for the provision of music (including, for example, an organist or choir) or any other services.

4.3.2 Any fee payable to a doctor to the extent that it exceeds the maximum amount recommended from time to time by the British Medical Association or any successor body thereto.

4.3.3 The fee charged by the Minister of Religion or Officiant to the extent that it exceeds the maximum amount recommended by the Church of England Stipend Authority or any other authority of the Church of England in succession thereto.

4.4 The funeral service will be arranged at a time convenient to the **Personal Representatives** of the **Plan Holder**, subject to the availability of the **Funeral Director**. An additional charge may be due to the **Funeral Director** in accordance with their payment terms should the **Plan Holder's Personal Representative** (or other person who arranges the funeral) require the funeral to take place at a weekend or public holiday.

#### 5. CHANGE OF ADDRESS

If the **Plan Holder** changes their permanent address they must notify the **Company**. If, notwithstanding the change of address, the **Plan Holder** or **Personal Representatives** wishes the funeral to be undertaken by the originally specified **Funeral Director** then the **Plan Holder** or **Personal Representatives** (or other person who arranges the funeral) will be responsible for any additional transport costs incurred in connection with the funeral.

#### 6. VAT

6.1 Apart from the specific instances referred to in clause 6.2 below, the **Plan** does not include VAT which is not at present charged on funerals in the United Kingdom. However, if at the time of the **Plan Holder's** funeral VAT is payable on the funeral service or any part of it then any increased costs will be payable by the **Plan Holder** or **Representatives** (or other person arranging the funeral) to the **Funeral Director**.

6.2 Some **Plans** do include a charge for VAT on certain items (for example, the provision of a headstone or memorials). If at the date of the funeral the rate of VAT has increased then the **Plan Holder** or **Personal Representatives** (or other person arranging the funeral) will be liable for the increase which will be payable to the **Funeral Director** in accordance with their payment terms.

#### 7. PROCEDURE ON DEATH OF PLAN HOLDER

7.1 Subject to Clause 3 and Clause 7.2 below, as soon as the **Company** has been informed of the death of the **Plan Holder** and been given such information as is necessary.

7.1.1 The specified **Funeral Director** will undertake the funeral in accordance with the instructions contained, and paid for, within the **Plan**.

7.1.2 The **Funeral Director's** charges will be settled by the **Company** (subject to 3.1.4 above).

7.2 The **Company** will only instruct the **Funeral Director** if at the date of death an agency or service agreement is in force between the **Company** and the **Funeral Director**, which the **Funeral Director** is able to perform. If this is not the case then the **Company** will pay the cost of any other **Funeral Director** appointed by the **Plan Holder's Personal Representatives** provided that:

7.2.2 The **Funeral Director's** charges for the funeral (including, without limitation, costs, due to third parties) do not exceed the price then chargeable by the **Company** for the nearest equivalent funeral plan at the date of death and are reasonable.

7.3 All arrangements for the funeral will be made direct between the **Plan Holder's Personal Representatives** and the **Funeral Director**.

#### 8. PAYMENT BY INSTALLMENTS

8.1 As an alternative to making a single payment you may if you wish pay by instalments. If you have selected the instalment Option, your payments should be shown on the Payment Form. Payment plans are listed in the price list.

8.2 Instalments are to be paid monthly on (day to be specified by the **Plan Holder**).

8.3 If you choose to pay by instalments you are not contractually bound to make them. However, unless all instalments under the **Plan** are paid then the **Company** will be under no obligation to provide or procure the services of the **Plan**.

8.4 If any instalment is not paid on the stipulated date in the Payment Form the **Company** reserves the right to cancel the **Plan** on giving you not less than fourteen days prior written notice. No refund is given on plans that are cancelled by the **Company** as a direct result of non-payment of instalments by the **Plan Holder**.

8.5 If the **Plan** has not been cancelled under Clause 8.4 above or Clause 9 below then in the event of the death of the **Plan Holder** before all the instalments are paid, the **Company** will apply the balance remaining towards the cost of your funeral inc any additional sums due in accordance with these Terms. The **Plan Holder's Representative** will be liable to pay any shortfall.

#### 9. CANCELLATION

9.1 Whether you are paying for the **Plan** by instalments or in a lump sum you or your **Personal Representatives** have the right to cancel the **Plan** upon giving to the **Company** written notice to this effect within 28 days after the **Company** has signed the Agreement and issued a membership certificate. All payments made to the date of termination will be repaid to the **Plan Holder** or **Representatives** (without interest). In these circumstances no **Cancellation Charge** will be applied.

SAFE HANDS 'FUNERAL DIRECTOR'S CHOICE' TERMS AND CONDITIONS  
INSTRUCTIONS FOR YOUR NEXT OF KIN OR EXECUTORS WHEN DEATH OCCURS

9.2 After the said 28 day period, you or your **Personal Representatives** may request the **Company** to refund the cost of the **Plan** (if paid for in full) whereupon the **Company** may in its absolute discretion refund the amount paid less its **Cancellation Charge** on the whole or any part of the cost of the **Plan** and also (in the case of a **Plan** providing for a burial), less the costs incurred by the **Company** in purchasing or reserving a burial plot.

9.3 Upon death of the **Plan Holder** no refund will be given if the **Plan** is cancelled after the funeral director has been instructed by the **Company**.

9.4 The cancellation charge is £395.

#### 10. GENERAL

10.1 The **Company** is not liable for any acts or omissions of any **Funeral Director** appointed pursuant to Clause 7.1

10.2 The **Company** cannot be held responsible for the acts or omissions of the **Funeral Director** appointed under clause 7.1 unless the **Company** has been negligent in its appointment.

10.3 All sums received by the **Company** constitute a pre-payment towards the cost of the funeral described in the **Plan** in accordance with the provisions of these terms. Neither the **Plan Holder** nor respective **Representatives** shall be entitled to any interest on or income from any part of the sum paid to the **Company** in connection with the **Plan** and any right which you or your **Personal Representatives** may have to any refund of sums paid are governed strictly by the terms of this Agreement. The sums which you pay to the **Company** in connection with the **Plan** will be paid directly to the Trustees of the Safe Hands Trust Fund, in accordance with the requirements of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001). The **Company** is entitled solely to any growth in or interest on or income from the sums paid, which entitlement the **Company** has settled in accordance with the terms of the Trust.

10.4 The **Company** shall have no further obligations to the **Plan Holder** or your respective **Personal Representatives**, whether financial or otherwise, save as expressly set out in these Terms.

10.5 You may not assign your rights and obligations under the Agreement.

10.6 Any notice or other information required or authorised by these terms shall be given by hand or sent by first class pre-paid post to the other party at the address specified in the Agreement or to such other address as that party may notify the other in writing from time to time in accordance with this provision.

10.7 The provisions of clauses 4, 5 and 6 are made for the benefit of a **Funeral Director** and, accordingly, it may in its own right enforce these provisions in accordance with the Provisions of the Contracts (Rights of Third Parties) Act 1999 ('the Act'). This Agreement does not, however, create any other rights enforceable by any person

who is not a party to it (including, without limitation, a **Plan Holder** where you are purchasing the **Plan** not for yourself but for some other person) under the Act.

10.8 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the nonexclusive jurisdiction of the English Courts.