

## TERMS AND CONDITIONS

**Please read all these terms and conditions carefully: they are the legal basis upon which we provide our services to you, whether you are the plan holder or the plan applicant.**

These terms tell you who we are, how we will provide our services to you, how you or we may change or end the Contract should your plans change etc, what to do if there is a problem and other important information. **If you are not sure about anything, or would like to talk to us about anything at all, just phone us on 0800 243 380 or contact the Funeral Planning Team at 1000 Lakeside, Western Road, Portsmouth, PO6 3FE or email us at funeralplanning@southerncoops.co.uk.**

These terms will apply to the provision of the funeral plan by us. When we accept your instructions as set out in the funeral plan arrangement form, you and we will be legally bound by these terms.

We are a member of the Funeral Planning Authority ("FPA") and subscribe to its Code of Practice, a copy of which is available on request. This is a voluntary code of conduct. If you have any queries as to its application, please ask us or contact the FPA. The code requires us to act professionally and provide a courteous, sensitive and dignified service to you.

### 1. Information about us and how to contact us

- 1.1 You are entering into a Contract with Southern Co-operative Funerals Limited, a company registered in England and Wales under number 382640 whose registered office is at 1000 Lakeside, Western Road, Portsmouth P06 3FE.
- 1.2 We may need to contact you and so will telephone or write to you at the email or postal address you have provided to us on the funeral plan arrangement form.
- 1.3 Please let us know by contacting us by any of the methods above if you change your address or if there are other changes in your personal circumstances which may affect your funeral plan.

### 2. Our Contract with you

- 2.1 Our acceptance of your instructions as set out on the funeral plan arrangement form will take place when we tell you we are able to offer to provide the plan. This means there is a binding contract between us as set out in these terms and conditions (referred to as the Contract). If we cannot accept your funeral plan arrangement form, we will inform you of this. This might be because of unexpected limits on our resources or because we have identified a mistake in the price or description of your plan.

### 3. Your rights to make changes

- 3.1 If you wish to make a change to your instructions, please contact us. We will tell you if the change is possible. If it is possible, we will let you know in writing about any changes to the price, timing or anything else which would be necessary as a result of your requested change and ask you to confirm you want to go ahead with the change. If you don't want to go ahead with the change you can cancel this Contract but we may be entitled to charge you. Please see Clause 7 for details.

### 4. Our rights to make changes

- 4.1 Given the potential passage of time between the date of the funeral plan and the funeral, it may be necessary to make changes to the funeral services to be provided under the funeral plan, including the appointment of an alternative funeral director.
- 4.2 We will contact you immediately, by phone in the first instance, if we need to make significant changes so we can tell you about them. You can then notify us to end the Contract, if you wish. Please see Clause 7 for details.

### 5. The funeral arrangements

- 5.1 Once you have paid the total charges, we will send you your funeral plan certificate. Please look after this carefully as it is required to redeem the funeral plan. If you lose it, please contact us for a replacement which we will provide free of charge. We may charge you a small fee for a second and any subsequent replacement certificates.
- 5.2 When you need to redeem the funeral plan, you will need to produce the certificate. We will arrange the funeral taking into account the instructions set out in the funeral plan certificate and any additional instructions set out in the funeral arrangement form completed at the time. Please ask us if you would like a copy of the funeral arrangement form for your records now.
- 5.3 Please contact us if you need to redeem the funeral plan before the total charges have been paid in full. You may either:
  - a. pay the balance in full; or
  - b. cancel the Contract and we will, at your option, either: credit the full amount paid to date against the cost of a funeral arranged by us in accordance with applicable prices as at that date; or we will refund you the full amount paid to date less an administration fee of 5% of the total charges. If full payment is not received, we may cancel the Contract and refund the amounts paid, less an administration fee of 5% of the total charges. The administration fee is a contribution towards the costs we incur in arranging the funeral plan for you, such as, the cost of the initial consultation and the preparation of the paperwork etc.
- 5.4 In the event of death outside the mainland of England, Scotland and Wales, we may either:
  - a. arrange the funeral as set out in the funeral arrangement plan so far as reasonably possible and invoice your personal representatives for any difference in cost; or
  - b. cancel the Contract and refund the amounts paid less an administration fee of 5% of the total charges. This is a contribution towards the costs we incur in arranging the funeral plan for you, such as, the cost of the initial consultation and the preparation of the paperwork etc.

- 5.5 In the event that we apply Clause 5.3b or 5.4b in relation to funeral plans and the funeral plan is redeemed within 30 days of the date of the funeral plan arrangement form, the 5% administration fee shall not be applied.
- 5.6 The funeral director named on the funeral plan arrangement form will be expected to arrange your funeral, however, the funeral plan is fully transferable to any Co-operative owned funeral business in the UK with whom we have a reciprocal arrangement. Should we be unable to arrange that the funeral services are delivered by a Co-operative owned business in the first instance, we may need to appoint an alternative funeral director to deliver the funeral services on our behalf. If you wish to use a different non Co-operative owned funeral director, please contact us as there may be additional charges which will apply. If an alternative funeral director arranges your funeral, we may need to ask you or your personal representatives to pay additional charges but we will tell you about these and you may choose to cancel the Contract and obtain a refund for amounts paid less an administration fee of 5% of the total charges. Please see Clause 7 for details.
- 5.7 Please note your funeral plan only covers the services and items as listed on the funeral plan certificate. There may be extra charges for extra services, such as, removal of artificial limbs and pacemakers; transportation of the body for a distance of over 50 miles etc. Additionally, there are a number of items that are not covered by our burial plans because they may not be required for every burial, and because there is a wide variation in costs and regulations in the UK for cemeteries, churchyards, graveyards and crematoria. Items that will not be covered include, but are not limited to:
- the purchase of a grave;
  - if you don't meet the criteria for a local resident set out by the Local Authority, then there may be additional fees to pay;
  - the cost of memorials and headstones, including the repair, cleaning, re-fixing or additional inscriptions (unless a specific memorial plan has been purchased);
  - the cost of a temporary grave marker, which in some cemeteries is placed on a grave after the funeral until a headstone can be erected.
- 5.8 Please speak to us about upgrades or additional services which you would like to be included in the funeral plan or, if you are redeeming the funeral plan, the actual funeral. Any additional services or any upgrades of services which are required which are not covered by the funeral plan will be calculated and charged on the basis of the prevailing rates and any difference between the two charges at the time will be invoiced separately.
- 5.9 We will not refund any amounts or make any credits against additional services, if any of the services included in the funeral plan do not form part of the funeral.
- 5.10 It may not be possible to arrange your funeral if you have decided to offer to donate your body to medical science and this offer is accepted by the relevant medical school on your death. In this case, on receipt of the appropriate confirmation from the medical school, we will cancel the Contract and refund all amounts paid as at that date.

## **6. Price, instalments, payment and prepayment**

- 6.1 The person who has signed the funeral plan arrangement form, is the person who is legally responsible for paying for the funeral plan.
- 6.2 The price you will need to pay is set out in the funeral plan arrangement form. The price will vary depending on the services selected but will include a fixed administration fee which is listed separately on the funeral plan arrangement form. We will confirm details of your payment plan in writing.
- 6.3 If you have elected to pay in instalments, the total price you will pay for the funeral plan will be higher as it will include a charge for the convenience of paying in instalments. If you decide to accelerate your payments and pay the total charges earlier than originally agreed, you can cancel the Contract and we will, at your option, either: credit the full amount paid to date against the cost of a funeral arranged by us or another funeral plan at the prevailing prices; or we will refund you the full amount paid to date less an administration fee of 5%. Otherwise you will still be liable to pay the full amount.
- 6.4 We undertake that the total charges including the administration fee will be applied towards a contract of whole life insurance on your life (or the person for whom the funeral is to be provided), effected and carried out by an authorised person who has permission to effect and carry out such contracts of insurance, for the purpose of providing the funeral. We are entitled, in line with industry practice, to receive a reasonable commission from this authorised person in respect of the funds applied.

## **7. Your rights to end the Contract between us and charges payable**

- 7.1 You can withdraw your instructions by telling us before you sign the funeral plan arrangement form and pay any amounts. If you simply wish to change your mind, you don't need to give us a reason.

### **7.2 COOLING OFF PERIOD**

If you have entered into this Contract by signing the funeral plan arrangement form away from our permanent place of business (for example, in your home), you have a legal right to terminate this Contract for a period of 30 days from the date you signed the funeral plan arrangement form and receive a full refund of all amounts paid unless you have requested services during that period, in which case you will have to pay a reasonable sum for those services. You may exercise this right by contacting us in writing which includes by email. Our address details are set out above.

- 7.3 You may cancel the funeral plan (meaning you are ending the Contract) at any time without telling us the reason but we may have to charge you as set out below. If you wish to cancel the funeral plan, you must contact us in writing which includes by email and return the certificate to us. Our address details are set out above.
- 7.4 If you are cancelling the funeral plan for a reason set out in (a) to (d) below, the Contract will end immediately and we will refund you in full for any amounts paid:
- we have told you about a change we need to make and you do not agree;
  - we have told you about an error in the price and you do not want to proceed;
  - you have a legal right to end the Contract because of something significant we have done wrong; or
  - you decide to cancel the Contract because we have told you about a failure on our part caused by something beyond our reasonable control.
- 7.5 If you are cancelling the funeral plan but it is not because of one of the reasons set out in Clause 7.4, the Contract will end immediately but we may charge you compensation as follows, to cover the costs we have incurred:
- if you tell us no more than 30 days after the date of the funeral plan arrangement form, we will refund you in full the amounts you have paid;
  - if you tell us more than 30 days after the date of the funeral plan arrangement form, we will refund you in full the amounts you have paid less an administration fee of 5% of the total charges. This is a contribution towards the costs we incur in arranging the funeral plan for you, such as, the cost of the initial consultation and the preparation of the paperwork etc.

## **8. Our rights to end the Contract**

- 8.1 We may end the Contract and so not have any obligation to provide the funeral plan if:
- you do not pay amounts when due, and you still have not paid within 14 days of us reminding you that it is due;
  - you have not provided the information we require set out on the funeral plan arrangement form;
  - we decide to cancel the Contract because you have told us about a failure on your part caused by something beyond your reasonable control; or
  - the funeral plan has not been redeemed by your 110th birthday or we have reasonable cause to believe your funeral has already taken place and we have not heard from you within 6 months of contacting you at your last known address.
- 8.2 If we terminate the Contract for the reasons set out in Clause 8.1 a to c, we will refund all amounts paid less an administration fee of 5% of the total charges (being a contribution towards the costs we incur in arranging the funeral plan for you, such as, the cost of the initial consultation and the preparation of the

paperwork etc) and, if the funeral plan has been redeemed, less an amount in respect of any reasonable costs for services already rendered and we may charge you third party fees, if we cannot recover them as we will have incurred these costs.

- 8.3 If we terminate the Contract for the reason set out in Clause 8.1d, we may keep any payments you have made unless we hear from you and you wish to cancel the Contract. In this case, we may cancel the Contract and refund all amounts to you less an administration fee of 5% of the total charges. This is a contribution towards the costs we incur in arranging the funeral plan for you, such as, the cost of the initial consultation and the preparation of the paperwork etc.

## 9. Circumstances beyond the control of either party

- 9.1 In the event of any failure by either of us because of something beyond our respective reasonable control:
- the affected party will advise the other as soon as reasonably practicable; and
  - the affected party's obligations will be suspended so far as is reasonable, and provided that the affected party will act reasonably, the affected party will not be liable for any failure which it could not reasonably avoid, but this will not affect the other party's right to cancel this Contract.

## 10. Excluding liability

- 10.1 There are certain liabilities for which, as a matter of law, we do not exclude liability because we are prevented from doing so by law, for example:
- any fraudulent act or omission;
  - death or personal injury caused by negligence;
  - breach of your legal rights to which you are entitled as a result of being a consumer. These include our obligation to provide the services with reasonable care and skill and to provide the funeral plan as described.
- 10.2 Subject to this, we are not liable for:
- loss which was not reasonably foreseeable to both parties at the time when the Contract was made; or
  - loss arising from commercial loss (eg loss of profit, loss of business or loss of business opportunity) to your business which would not be suffered by a consumer - because we believe you are not paying for the funeral plan wholly or mainly in connection with your business.

## 11. Complaints, governing law and jurisdiction

- 11.1 If you have a query or complaint, please telephone 0800 243 380 or contact us by any of the methods set out above and we will try to resolve it. If you are not happy with the way in which your query or complaint has been settled, you may take the matter to court or to Alternative Dispute Resolution. Please see below in Clause 11.2 for details.
- 11.2 As we are a member of the Funeral Planning Authority ("FPA"), we adhere to its Code of Practice. The FPA provides an independent conciliation and arbitration service through The Chartered Institute of Arbitrators. To use this service, you should contact The Funeral Planning Authority, Barham Court, Teston, Maidstone, Kent ME18 5BZ. Telephone: 0345 601 9619 (calls cost 5p per minute plus your phone company's access charge). Email: [info@funeralplanningauthority.co.uk](mailto:info@funeralplanningauthority.co.uk)
- 11.3 The Contract (including any non-contractual matters) is governed by the laws of England and Wales and the courts of England and Wales have jurisdiction to settle any disputes.

## 12. Data protection

- 12.1 We will use the personal data you provide to us to:
- provide the funeral plan;
  - process your payment for it;
  - pass to third parties who are providing services as part of the funeral plan or funeral.
- 12.2 If you are a member of The Southern Co-operative Limited, this Clause does not affect how we are already entitled to use the data we hold about you. Please call Member Support on 0800 652 0124 if you have any questions about this.
- 12.3 An example of a third party to whom we may pass your data is the authorised person responsible for effecting and carrying out the contract of insurance for the purpose of providing the funeral. Third parties will only use your details in relation to the funeral plan arrangements. We will never sell your data to third parties and will only pass your data to third parties where the law requires us or allows us to do so.

## 13. Other important terms

- 13.1 Currently, VAT is not payable in respect of funerals. However, if the costs of providing funerals do become subject to VAT, we reserve the right to recover this cost from you or your personal representative.
- 13.2 This Contract is between you and us: the funeral plan is personal to you and cannot be transferred. No other party has rights to enforce any of its terms.
- 13.3 If a court finds a part of this Contract illegal, it will not affect the rest of its terms. Each term operates separately and if a court finds one illegal the rest will remain in full force and effect.
- 13.4 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you for it, we can still require you to make the payment at a later date.

For further information, help or advice please call our Funeral Planning Team on 0800 243 380 or email us at [funeralplanning@southerncoops.co.uk](mailto:funeralplanning@southerncoops.co.uk). For your convenience listed below is a list of your local Southern Co-op funeral homes:

**ALTON** (717)

71 High Street, GU34 1AB  
01420 85298

**ANDOVER** (654)

22 London Street, SP10 2PE  
01264 334798

**ASH VALE** (648)

231 Shawfield Road, GU12 5DL  
01252 330834

**BASINGSTOKE** (644)

1 Buckland Parade, Buckland Avenue,  
RG22 6JW  
01256 351606

**BEDHAMPTON** (649)

96 Bedhampton Road, PO9 3EZ  
02392453549

**BISHOPS WALTHAM** (712)

24 High Street, St George's Square, SO32 1AA  
01489 896305

**BOGNOR REGIS - NORTH BERSTED** (661)

230 Chichester Road, PO21 5BA  
01243 865119

**BOGNOR REGIS - ROSE GREEN** (638)

6 Nyetimber Lane, PO21 3HG  
01243 268681

**BRACKNELL** (647)

12 Rectory Row, East Hampstead, RG12 7BN  
01344 454398

**BRIGHTON** (753)

155 Lewes Road, BN2 3LG  
01273 626326

**CHICHESTER** (660)

Kingsham Avenue, PO19 8AW  
01243 782209

**COWPLAIN** (678)

37a London Road, PO8 8DF  
02392 254490

**EMSWORTH** (677)

31 North Street, PO10 7DA  
01243 376458

**FAREHAM** (659)

86 Trinity Street, PO16 7SJ  
01329 280249

**FARNBOROUGH** (657)

68 Victoria Road, GU14 7PH  
01252 542236

**FELPHAM** (643)

103-105 Felpham Way, PO22 8QB  
01243 587067

**FLEET** (669)

287 Fleet Road, GU51 3BT  
01252 623098

**FINDON VALLEY** (641)

202 Kings Parade, Findon Road, BN14 0EJ  
01903 877035

**FRIMLEY GREEN** (716)

3 Wharf Road, Camberley, GU16 6LE  
01252 837506

**FROME** (622)

1 Nunney Road, BA11 4LA  
01373 473426

**GILLINGHAM** (687)

2 High Street, SP8 4QT  
01747 824738

**GORING-BY-SEA** (756)

56 Goring Road, Worthing, BN12 4AD  
01903 505757

**GOSPORT - ALVERSTOKE** (652)

147 Stoke Road, PO12 1SE  
02392 581032

**GOSPORT - ROWNER** (675)

11 Rowner Road, PO13 9UB  
02392 502281

**HAVANT - LEIGH PARK** (653)

194-196 Dunsbury Way, PO9 5BQ  
02392 484499

**HAYLING ISLAND** (673)

20 Mengham Road, PO11 9BL  
02392 460047

**HOVE** (752)

38 Blatchington Road, BN3 3YH  
01273 771332

**ISLE OF WIGHT - EAST COWES** (685)

8-10 Ferry Road, PO32 6RA  
01983 291263

**ISLE OF WIGHT - FRESHWATER** (639)

The Avenue, PO40 9UU  
01983 756503

**ISLE OF WIGHT - LAKE** (681)

1 The Fairway, Sandown, PO36 9EE  
01983 403832

**ISLE OF WIGHT - NEWPORT** (682)

61 Upper St James Street, PO30 1LQ  
01983 537213

**ISLE OF WIGHT - RYDE** (683)

45 St John's Road, PO33 2RN  
01983 615746

**ISLE OF WIGHT - SHANKLIN** (684)

76 Regent Street, PO37 7AP  
01983 861196

**LISS** (674)

3 Lower Mead, Hillbrow Road, GU33 7RL  
01730 895593

**PEACEHAVEN** (757)

217 South Coast Road, BN10 8LA  
01273 585818

**PORTSMOUTH - COPNOR** (646)

65 Tangier Road, PO3 6JH  
02392 698362

**PORTSMOUTH - COSHAM** (624)

47 High Street, PO6 3AX  
02392 383460

**PORTSMOUTH - EASTNEY** (676)

131 Eastney Road, PO4 8DZ  
02392 873218

**PORTSMOUTH - FRATTON** (651)

157 Fratton Road, PO1 5ER  
02392 863031

**PORTSMOUTH - NORTH END** (679)

52 London Road, PO2 0LN  
02392 662534

**PORTSMOUTH - PAULSGROVE** (655)

181 Allaway Avenue, PO6 4HG  
02392 372106

**PORTSMOUTH - SOMERSTOWN** (672)

68 St James Road, PO5 4HZ  
02392 823855

**PORTSMOUTH - SOUTHSEA** (714)

128 Albert Road, PO4 0JS  
02392 832151

**SHAFTESBURY** (626)

Greenacre House, Salisbury Road, SP7 8BS  
01747 858968

**SHOREHAM-BY-SEA** (754)

68 High Street, BN43 5DB  
01273 464647

**STURMINSTER NEWTON** (715)

4 Market House, Station Road, ST10 1BB  
01258 472073

**UCKFIELD** (625)

65 High Street, TN22 1AP  
01825 764125

**WARMINSTER** (620)

3 George Street, BA12 8QA  
01985 220105

**WATERLOOVILLE** (658)

320 London Road, PO7 7DU  
02392 266105

**WHITCHURCH** (711)

3 Winchester Street, RG28 7AH  
01256 895914

**WIDLEY** (713)

1 Cornwall Buildings, London Road, PO7 5AB  
02392 378472

**WORTHING** (755)

72 Newland Road, BN11 1LB  
01903 215255