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# Terms & Conditions Instalments

## Direct Cremation

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### 1. The documents that make up your contract with us

- 1.1. These terms, together with your Certificate and Schedule of Services, form the legally binding contract between "you" and "us"; where "you" are the Planholder and "we"/"us" are Plan with Grace Limited.
- 1.2. Please read these terms carefully before submitting a Plan Request to us. These terms among other things explain the Plan Benefits and items of the nominated Cremation that are excluded from the Plan Benefits.

### 2. Defined Terms

- 2.1. Words and phrases in these terms which begin with capital letters and are in bold have the meanings set out in clause 19.

### 3. Information about us and how we contact each other and third parties

- 3.1. We are Plan with Grace Limited, a company registered in England and Wales. Our company registration number is 09777885 and our registered office is at 35 Catherine Place, London SW1E 6DY.
- 3.2. Contact us by emailing our customer service team at [support@planwithgrace.com](mailto:support@planwithgrace.com) or call 0800 471 4689 or by post to Plan with Grace Limited, 35 Catherine Place, London SW1E 6DY.
- 3.3. If we have to contact you we will do so by telephone or by writing to you using the email or postal address provided to us by you in the Plan Request.
- 3.4. A plan number will be shown on your Certificate, please quote this number whenever you contact us.
- 3.5. We will only discuss the Plan with the Trust, our nominated Cremation Professional, you or your Estate or where we in our sole discretion deem it appropriate the Beneficiary or his or her Estate.

### 4. Setting up our contract with you

- 4.1. You must be a UK resident and over 18.
- 4.2. Your Plan starts on the date we receive payment of the Price in full and in cleared funds or has been fulfilled by the Plan with Grace Guarantee set out in clause 15.4.
- 4.3. Money will be transferred and held securely in the Plan with Grace Funeral Payment Trust.
- 4.4. If we cannot accept your Plan Request for any reason we will explain why and return any payment you have made.
- 4.5. We only provide Plans for Cremations in the UK.
- 4.6. We will replace your Certificate once without charge but may charge a fee (details of our fees are published on our website as amended from time to time) for providing any further replacement Certificates. All certificates will be sent electronically. Should you require a paper copy we reserve the right to charge a fee for this.

### 5. What's included in the Plan

- 5.1. Provided that you comply with your obligations in these Terms and Conditions including regular monthly payment of all instalments of the Price in full (with the exception set out in clause 15.4 – The Plan with Grace Guarantee) and use our nominated Cremation Professional only as specified on your Certificate and Schedule of Services, we guarantee to provide the Guaranteed Cremation Services via our nominated Cremation Professional to the Beneficiary's Estate for the Price.
- 5.2. Provided that you comply with your obligations in these Terms and Conditions including regular monthly (with the exception set out in clause 15.4 - the Plan with Grace Guarantee) and your Certificate and Schedule of Services expressly confirms this guarantee, we guarantee to pay the Guaranteed Disbursements at the point of the Cremation. The Beneficiary's Estate may use any Third Party Provision to pay for any Third Party Services. We will have no responsibility for delivering nor liability for any Third Party Services delivered by any third party.
- 5.3. The Beneficiary's Estate may use any Additional Provision to pay for any Disbursements or Additional Services.

### 6. What is excluded from your Plan

- 6.1. ANY SERVICES OR ITEMS WHICH ARE NOT EXPLICITLY DESCRIBED IN THE DEFINITION OF THE GUARANTEED CREMATION SERVICES OR GUARANTEED DISBURSEMENTS (OR CHANGES AGREED BY US IN WRITING PURSUANT TO THESE TERMS) ARE NOT COVERED BY THE PLAN. THIS EXCLUSION INCLUDES ANY GOODS OR SERVICES THAT THE BENEFICIARY'S ESTATE AGREES TO PURCHASE DIRECTLY FROM THE CREMATION PROFESSIONAL AT THE POINT OF THE CREMATION. (e.g CREMATION PLANS DO NOT INCLUDE AS STANDARD: PRINTING OF ORDER OF SERVICE, NOTICE IN PAPERS, FLOWERS, EMBALMING, CATERING OR A CHURCH SERVICE. THE CREMATION IS CARRIED OUT DURING A WEEKEND, ON A PUBLIC HOLIDAY OR OUTSIDE OF THE CREMATORIUM'S NORMAL HOURS. ADDITIONAL COSTS MAY APPLY. FOR ANY ADDITIONAL REQUESTS AS PART OF THE SERVICE SUCH AS DVDS, POWERPOINT, ETC. COSTS FOR REMOVING ARTIFICIAL LIMBS AND MECHANISMS SUCH AS PACEMAKERS ARE NOT INCLUDED. SHOULD THE DECEASED REQUIRE A COFFIN LARGER THAN 6' 2" X 22" (1.66M X 58.5CM) AN ADDITIONAL CHARGE WOULD BE MADE AT THE TIME OF NEED. WHERE BARIATRIC (OBESE) FACTORS ARE PRESENT, CAUSING ADDITIONAL OR UNUSUAL REQUIREMENTS, PLAN WITH GRACE RESERVE THE RIGHT TO EITHER DECLINE OR WITHDRAW OUR SERVICES AT ANY TIME, AND/OR MAKE ADDITIONAL CHARGES WHERE THESE BECOME NECESSARY. PLEASE NOTE THAT IN EXTREME BARIATRIC CASES, A CREMATION MAY NOT BE POSSIBLE ) WE

WILL ALSO NOT BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED AS A RESULT OF YOU OR THE BENEFICIARY'S ESTATE INSTRUCTING ANY FUNERAL PROFESSIONAL OTHER THAN OUR NOMINATED CREMATION PROFESSIONAL TO PROVIDE ANY SERVICES. IF, FOR ANY REASON, WE HAVE NOT PROVIDED DETAILS OF OUR NOMINATED CREMATION PROFESSIONAL, YOU OR THE BENEFICIARY'S ESTATE MUST OBTAIN OUR PRIOR APPROVAL BEFORE APPOINTING ANY FUNERAL PROFESSIONAL OR CREMATION FIRM.

- 6.2. Save for any Guaranteed Disbursements or any contribution available from any Additional Provision, the amount of any Disbursements is not covered by the Plan and must be paid by the Beneficiary's Estate to the Cremation Professional at the time of the Cremation.
- 6.3. Any Funeral Wishes attached to your Plan operate as a guide to the Beneficiary's Estate. They are not the subject of any contractual agreement and it remains the right of the Beneficiary's Estate to determine which, if any, Additional Services it wishes to obtain in respect of the Cremation.
- 6.4. Where the Beneficiary dies overseas, the cost of any repatriation is not covered by the Plan. We recommend that you have insurance in place, such as travel insurance to cover the costs of repatriation if required. In such cases arrangements would be made to collect you from the airport.) The Cremation Professional may be able to advise and/or arrange repatriation for an additional charge, but neither we nor the Cremation Professional will be under any obligation to do so, and any costs incurred by the Cremation Professional in this respect will be paid by the Beneficiary's Estate directly to the Cremation Professional.
- 6.5. We provide no warranty or guarantee as to the location where our Cremation Professional conducts the Guaranteed Cremation Services.
- 6.6. You shall have no right to change our nominated Cremation Professional as set out in your Certificate without our prior written consent. The guarantees that we make in these Terms and Conditions, including those set out in clauses 5.1 and 5.2, shall cease to apply if you or the Beneficiary's Estate decides, without our prior written consent, to use anyone to provide any funeral or cremation services other than our Cremation Professional as set out in the Certificate. If this occurs, we reserve the right to terminate this Plan and refund the Price less any Administration Fee.

## **7. How we protect your money until it is needed and our entitlement to investment returns**

- 7.1. In order to ensure that it is protected and secure, the Price (including any Additional Provision and Third Party Provision less our Administration Fee), will be held separately by the Trust until a Funeral Claim Request is received and accepted by us.
- 7.2. No interest or investment returns will be payable to you in respect of any payments received by us or the Trust. In entering into the Plan you give your irrevocable and unconditional consent for us to receive and enjoy absolutely the benefit of all investment income and capital gains on payments made to the Trust.

## **8. Your rights to make changes to the Plan**

- 8.1. You may request changes to the Plan by either emailing support@planwithgrace.com or by post at Plan with Grace Limited, 35 Catherine Place, London, SW1E 6DY. Upon receipt of this we will consider the requested change(s) and advise you whether any further changes to the Plan are necessary to implement the requested change(s). This includes any increase in the Price which may be required to allow the revised Plan. Once agreed, we will issue you with an amended Certificate and Estate Pack via email reflecting the change(s). If not agreed, the Plan shall continue on its existing terms unless you cancel the Plan in accordance with clause 12 below. We reserve the right to levy a further fee (details of our fees are published on our website as amended from time to time) to administer any change to your Plan.

## **9. The Beneficiary's Estate's rights in respect of the Cremation**

- 9.1. Once a completed Funeral Claim Request has been submitted and accepted by us, the Beneficiary's Estate have the following rights in respect of the Cremation:
  - 9.1.1. We will procure that the nominated Cremation Professional delivers the Guaranteed Cremation Services in accordance with the Plan.
  - 9.1.2. The Beneficiary's Estate may request the Cremation Professional to provide Additional Services (which includes amendments to the Guaranteed Cremation Services). The legal agreement in respect of any Additional Services shall be between the Beneficiary's Estate and the Cremation Professional directly.
  - 9.1.3. We shall apply any Additional Provision or Third Party Provision to discharge any fees payable to the Cremation Professional in respect of any Disbursements which are not within any Guaranteed Disbursements and any Additional Services or the Third Party Services. Where the Additional Provision and Third Party Provision is less than the additional fees incurred, the Beneficiary's Estate will be responsible for paying the balance to us or as applicable to the Cremation Professional.

## **10. Our rights to make changes**

- 10.1. We may change the Plan to reflect changes in relevant laws and regulatory requirements, such as a change in requirement for number of signatures on the death certificate, or a change in VAT legislation.
- 10.2. We may change the Plan without your consent to implement minor adjustments and improvements.

## **11. Claiming the Plan Benefits**

- 11.1. The Plan Benefits may be claimed by submitting to us or your nominated Cremation Professional a valid Funeral Claim Request, the original Certificate and such other evidence as we may reasonably require such as a certified copy of the death certificate. A Funeral Claim Request is valid if it is completed fully, after the death of the Beneficiary, by the Planholder or the Beneficiary's Estate.

- 11.2. Upon receipt of a valid Funeral Claim Request by the Estate (and other requested documentation) we will provide you with the name and contact details of the Cremation Professional. You or the Beneficiary's Estate may then contact the Cremation Professional directly to discuss the arrangement of the Cremation. Once the Guaranteed Cremation Services and any Additional Services or Third Party Services have been performed, the Trust will issue payment for the Guaranteed Cremation Services, together with any Third Party Provision and any Additional Provision, directly to Cremation Professional.
- 11.3. We will not be liable for delays caused by any event outside of our, or the Cremation Professionals, reasonable control. If, as a result of such an event, there is a risk of delay in any Cremation of greater than 30 days we will notify you or the Beneficiary's Estate and you may end the Plan and receive a refund of all sums paid to us less the Administration Fee.
- 11.4. If the information set out in your Certificate or provided to us, either in the Plan Request or subsequently, changes, you must notify us of those changes as soon as possible by emailing us at [support@planwithgrace.com](mailto:support@planwithgrace.com) or by post at 35 Catherine Place, London, SW1E 6DY. If you or the Estate do not give us this information within a reasonable time, or you or the Beneficiary's Estate give us incomplete or incorrect information, we may either end the Plan or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for the late or partial provision of the Cremation if this is caused by you or the Estate not giving us the information we need within a reasonable time of us asking for it.

## 12. Your rights to end the Plan

- 12.1. You may cancel the Plan at any time by submitting a Cancellation Form to us in accordance with clause 3 or notifying us by phone or by email.
- 12.2. Your rights when you end the Plan will depend on the circumstances:
- 12.2.1. where any of the following apply, all sums paid will be refunded in full (no Administration Fee applies).
- 12.2.1.1. you notify us of cancellation of the Plan within 30 days of the Plan starting in accordance with clause 4.1;
- 12.2.1.2. you have a legal right to end the Plan because of something we have done wrong;
- 12.2.1.3. we have told you about an upcoming change to the Plan or these terms which you do not agree to;
- 12.2.1.4. we have told you about an error in the Price or description of the Plan and you do not wish to proceed;
- 12.2.2. In all other cases where you notify us of cancellation of the Plan, we will refund Administration Fee.

## 13. Our rights to end the Plan

- 13.1. We may end the Plan at any time by writing to you if you breach your obligations under these Terms (including failing to make any payment to us when it is due) and you fail to remedy this breach within 30 days of us informing you of the breach.
- 13.2. If we end the Plan in the situations set out in clause 13.1 we will refund any money you have paid in advance for the Plan less the Administration Fee.
- 13.3. If the Beneficiary dies and the Plan is not claimed within 24 months of the date of the Beneficiary's death then we shall become unconditionally and irrevocably entitled absolutely to the Price (including any Additional Provision and Third Party Provision) and no payment will be made to you or the Beneficiary's Estate. Where we become aware of your, or the Beneficiary's death, we will conduct a reasonable search for you or your Estate. Subject always to the first sentence of this clause 13.3, where you or your Estate are located and you confirm that the Plan Benefits are not required, we will issue a refund to your Estate of all sums paid less the Administration Fee and any costs incurred in finding you or your Estate.

## 14. Complaints

- 14.1. If you have any questions or complaints about the Plan or any complaints about the service you receive from Plan with Grace, please contact our customer service team immediately by phone, email or post:
- Plan with Grace Limited, 35 Catherine Place, London SW1E 6DY
  - Email: [support@planwithgrace.com](mailto:support@planwithgrace.com)
  - Tel: 0800 471 4689
- We'll acknowledge your complaint as soon as possible, and no later than three working days following receipt. We will do our utmost to ensure that it's dealt with as quickly as possible. If the matter is resolved with your agreement within the timeframe, we will provide a summary resolution communication confirming that the complaint has been resolved. Otherwise, we will investigate the complaint and provide you with our final response as soon as possible thereafter. The firm has a maximum of 8 weeks to investigate the complaint and provide a final response, but we aim to respond much sooner than this wherever possible.
- 14.2. Complaints regarding the services provided by the Cremation Professional should be directed to the applicable Cremation Professional in the first instance with a copy of the complaint also sent to us at: Plan with Grace Limited, 35 Catherine Place, London SW1E 6DY and/or email us on [support@planwithgrace.com](mailto:support@planwithgrace.com). If the Cremation Professional does not resolve your complaint to your satisfaction please contact our customer service team detailed in clause 14.1. If we cannot resolve your complaint you may then refer it to the Funeral Planning Authority on 0345 601 9619 or email [Info@funeralplanningauthority.co.uk](mailto:Info@funeralplanningauthority.co.uk). We are a Registered Provider of Funeral Plans and comply with the Rules and Code of Practice of the Funeral Planning Authority: [www.funeralplanningauthority.co.uk](http://www.funeralplanningauthority.co.uk).

14.3. We are under a legal duty to supply the goods and services included in your Plan in conformity with these terms. Set out below is a summary of your key legal rights in relation to the Plan. Nothing in these terms will affect your legal rights.

14.3.1. For the goods contained in your Plan, the Consumer Rights Act 2015 says goods must be described, fit for purpose and of satisfactory quality.

14.3.2. For the services contained in your Plan, the Consumer Rights Act 2015 says you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. The services must also be carried out within a reasonable time.

## **15. Price and payment**

15.1. The Price comprises the cost of the Guaranteed Cremation Services, the Administration Fee and the amount of any Additional Provision and any Third Party Provision.

15.2. You undertake to pay the Price by monthly instalments over a fixed period on agreed dates, as set out in your Certificate. See clause 4.1 for clarification of when your plan starts.

15.3. The guarantees in this agreement (including those set out in clauses 5.1 and 5.2) are conditional upon your payment of the full Price for the Plan incorporating all the instalment payments.

15.4. If the Beneficiary has made regular monthly payments for a minimum of 24 months and in the event they die by accident (see clause 15.6), they will benefit from the Plan with Grace Guarantee where the remaining balance will not be required. At the time of the beneficiary's claim, the plan must be paid up to date (the Next of Kin or Representative may choose to pay the remaining instalment balance to fulfill the paid to date balance) or we reserve the right to cancel this plan and return the monies to the Estate less £250 cancellation fee.

15.5. If the Beneficiary has not been making regular monthly payments and does not qualify for the Plan with Grace Guarantee and dies prior to payment of the full Price for the Plan incorporating all the instalment payments then the guarantees in this agreement (including those set out in clauses 5.1 and 5.2) shall cease to apply and we shall pay the Beneficiary's Estate the amount you have paid into the Plan less the Administration Fee, which sum shall be available as a contribution to the Plan Benefits only. If you decide to pay all the instalments early then we may in our absolute discretion offer a reduced overall Price for your Plan taking into account the instalments already paid.

15.6. Dying by accident does not include death caused by un-prescribed drugs.

15.7. The provision of cremations is not currently subject to VAT; however should this change we may add VAT to any relevant sum where it is not already included and this will be payable by you. If you or your Estate do not pay any applicable VAT this may affect our ability to deliver the Plan Benefits.

## **16. Our responsibility for loss or damage suffered by you**

16.1. If we fail to comply with these terms, we are not responsible for any loss or damage that is not foreseeable. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

16.2. We only supply plans for domestic and private use. If you use the Plan for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3. Save for the payment of any Additional Provision or Third Party Provision in accordance with these Terms, we will not be liable for any failure by the Cremation Professional in the delivery of any agreed Additional Services or any Third Party Services.

## **17. How we may use your personal information**

17.1. We will only process any personal information that you or the Beneficiary provides to us in accordance with our Privacy Policy: at [www.planwithgrace.com](http://www.planwithgrace.com).

## **18. Other important terms**

18.1. We may transfer our rights and obligations under the Plan to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Plan within 30 days of us telling you about it and we will refund you in full any payments you have made.

18.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3. The Plan constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between you and us, whether written or oral, relating to its subject matter.

18.4. The Plan is between you and us. With the exception of the Beneficiary's Estate, no other person shall have any rights or obligations under it. For example, the Cremation Professional is not a party to the Plan and there is no legal relationship between you and the Cremation Professional in respect of the Guaranteed Cremation Services. The Beneficiary's Estate will have a contract with the Cremation Professional for any Additional Services or Third Party Services if applicable.

18.5. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.6. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

18.7. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Plan in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Plan in either the Northern Irish or English courts.

## 19. Defined Terms

**“Additional Provision”** means a sum set out on the Certificate and Schedule of Services as a provision for fees which may be payable to the Cremation Professional by the Beneficiary’s Estate for Disbursements and any Additional Services;

**“Additional Services”** means any services excluding Third Party Services in addition to the Guaranteed Cremation Services and/or any amendments to the Guaranteed Cremation Services which may be requested by the Beneficiary’s Estate at the time of the Cremation and which are agreed with and delivered by the Cremation Professional;

**“Administration Fee”** means the fee which is paid to us at the outset of the Plan in consideration for the service provided by us in administering the Plan;

**“Beneficiary”** means the person named in the Certificate whose Cremation the Plan provides for;

**“Cancellation Form”** means the form which we supply as part of your Estate Pack and which shall be used by you to end your Plan;

**“Certificate”** means the latest Certificate of Entitlement and Schedule of Services covered under the plan provided to you by us in writing confirming the details of among other things the Beneficiary, the Cremation Professional nominated by us and the Plan Benefits;

**“Cremation”** means the cremation of the Beneficiary as provided for by the Plan;

**“Cremation Professional”** the cremation firm appointed by us to deliver the Cremation as set out in the Certificate or as otherwise notified by us to you in writing;

**“Disbursements”** means third party funeral expenses outside our control such as cemetery or crematorium fees, costs of religious service, interment of ashes and newspaper notices.

**“Estate”** means a person’s next of kin, executors, trustees and/or representative who are legally authorised to act for that person in the event of that person’s death;

**“Estate Pack”** means the pack containing information and guidance documents for the Beneficiary’s Estate which is provided to you by us upon purchase of the Plan;

**“Funeral Claim Request”** means the Estate shall submit to us via email at support@planwithgrace.com or by post to Plan with Grace Limited, 35 Catherine Place, London, SW1E 6DY in order to claim the Cremation;

**“Funeral Wishes”** means non-contractual personalised wishes relating to the Cremation which may be attached to the Plan as a guide for the Beneficiary’s Estate when planning any Additional Services to be delivered at the Cremation;

**“Guaranteed Disbursements”** if applicable the Disbursements which we guarantee to pay at the point of Cremation without additional charge as set out in the Certificate and Schedule of Services;

**“Guaranteed Cremation Services”** means the services described in the Certificate and Schedule of Services which are to be provided on our behalf by the Cremation Professional at the cremation facility selected by our nominated Cremation Professional in its absolute discretion in respect of the Cremation at no further cost to the Beneficiary’s Estate over and above the Price;

**“Plan”** means the legal agreement between you and us comprised of the Certificate and Schedule of Services and these terms as amended in accordance with these terms. If there is any ambiguity between the documents comprising the Plan, these terms take precedence;

**“Plan Benefits”** means together the Guaranteed Cremation Services, the Guaranteed Disbursements (if applicable), any Third Party Provision and any Additional Provision;

**“Plan Request”** means the application form which we shall supply and which you complete setting out the details of the Plan you would like to purchase;

**“Planholder”** means the person purchasing the Plan as set out in the Certificate and Schedule of Services;

**“Price”** means the total amount that you pay into the Plan;

**“Third Party Services”** means any services which are requested by the Estate and procured by the Cremation Professional in respect of the Cremation from third parties such as the delivery of a “wake”;

**“Third Party Provision”** means a sum as set out in the Certificate if applicable, as a provision for Third Party Services;

**“Trust”** means the Plan with Grace Funeral Payment Trust established by deed dated 10 May 2017 and operated by a majority of independent trustees;

**“UK”** means United Kingdom; and

**“VAT”** means Value Added Tax.

Plan  
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