# **Crystal Funeral Planning Terms & Conditions**

**Important -** Please ensure that you read these terms and conditions before proceeding with the application. By sending your signed Application Form and by making a payment, either online, by telephone or any other means, you are agreeing to buy your plan and to be bound by the terms and conditions set out below.

**Definitions**

When the following words are used in this Agreement, this is what they mean:

“Agreement” means the written agreement between us made up of the Application, the Funeral Plan Schedule, Funeral Plan Certificate, Funeral Plan Summary and these Terms and Conditions; means this agreement between us for provision of the Services, incorporating the terms and conditions below.

“Application” means the Application form you have completed and either returned by post, submitted online via a website or portal, or completed over the telephone.

“Cancellation Charge” means the charge that apples if you cancel outside of the Cancellation Period.

"Cancellation Period" has the meaning given in the section "Right to Cancel”.

"DWP Funeral Payment" means a registered payment offered by the Department of Work and Pensions intended to help pay for a funeral.

“FCA” means the Financial Conduct Authority, the regulator of UK financial services.

"Fees" means the fees set out in the section "Fees”.

“Funeral Personnel” means the relevant personnel we appoint to carry out your

chosen funeral, the details of which are set out in the Funeral Plan Schedule.

“Funeral Plan Schedule” means the schedule setting out all the details of your Plan, which we will send to you once we have received your Application for the Plan.

“Funeral Plan Certificate” means the document setting out the details of the services which are provided under the Plan, which we will send to you once we have received your Application for the Plan.

“Funeral Safe Limited” means the company, Funeral Safe, a provider of credit who are authorised and regulated by the Financial Conduct Authority (FRN 765110).

“Inflation” means a sustained increase in the general level of prices for goods and services measured as an annual percentage increase in line with the Retail Prices Index.

“Funeral Plan Summary Document” means the document summarising the features and benefits and exclusions and limitations of the Funeral Plan to allow you to assess whether it meets your requirements.

“Financial Services Compensation Scheme (FSCS)”means the UK's statutory deposit insurance and investors compensation scheme for customers of authorised financial services firms.

“Personal Representative” means your Personal Representative(s) after your death, as defined by the Administration of Estates Act 1925.

“Plan” means one of the plans offered by Crystal Funeral Planning. This will either

be the Direct Cremation, the Celebration of Life, or the Traditional Plan.

“Plan holder” means the person named in the Funeral Plan Schedule whose funeral is covered by this Plan.

"Services" means the services set out in the section "Services”.

“Time of need” Means date of the Plan Holders death.

“Trust” means the Crystal Cremations Funeral Trust.

“we” or “us” or “our” refer to Crystal Funeral Planning, a company registered in England (registered number 13043111), with registered address The Old Mill House, Deakins Business Park, Egerton, Bolton, BL7 9RP.

“you” or “your” or “applicant” means the person applying for the Plan and/or the person who enters into this Agreement by making payment of the Fee.

1. **Background**

Crystal Funeral Planning offer three forms of Plan, this being the Direct Cremation Service, the Celebration of Life Service and the Traditional Funeral Plan, details of which can be found on www.crystalfuneralplanning.co.uk or in the brochure provided.

The Services provided are set out in the Funeral Plan Schedule and the Funeral Plan Certificate.

The Services are available only where a person has died in mainland Great Britain, therefore the plan is not available in Northern Ireland, Scottish Isles, Isle of Man, Isle of Wight, or Channel Islands.

1. **Your client category**

We are required to categorise our clients to determine the level of detail and

information that you will receive. We will treat you as a ‘Retail Client’ in respect of the services we will provide you, which means that you will benefit from the highest level of consumer protection.

1. **Eligibility**

By entering into this Agreement, you confirm that you:

• are over 18 years old.

• are authorised to make the funeral arrangements.

• will pay the Fees to us as set out in this Agreement.

By accepting these terms and conditions and subsequently completing the purchase process online or via our telephone payment service, you are making an offer to purchase funeral services from us on the terms set out in this Agreement. We are entitled at our absolute discretion to accept or decline this offer.

**4. Your Nominated Funeral Director**

3.1 Low-Cost Funerals Ltd are your nominated funeral director and funeral service provider. However, we may work with contracted, reputable, Independent Funeral Directors to provide you with the agreed funeral arrangements. This may occur when moving out of the area.

3.2 If You move house, you must tell Us, as We may need to nominate an alternative Funeral Director to conduct the funeral. If we are unable to allocate an alternative Funeral Director, we refund all Monies minus our cancellation fee of £99

**5. Payment Methods**

We offer three payment methods: 1) Pay in Full, 2) Pay monthly with Crystal Funeral planning or, 3) Credit Finance from Funeral Safe Limited.

**5.1 Pay in Full**

If you pay in full your plan cover begins immediately.

You have the right to cancel at any time. You will receive a full return of payments if you cancel within the first 30 days. If you cancel outside of this period, our Cancellation Charge of £99 applies.

**5.2 Paying Monthly with Crystal Funeral Planning**

This option allows plan holders to spread the cost of the plan over 24 months with no instalment fee.

By purchasing the Plan and agreeing to pay by instalments with Crystal Funeral Planning, the following rules will apply:

Plan cover only begins after all 24 monthly payments are made.

All payments must be made, without fail, within the term agreed on the start of the Agreement. The Plan Holder may at their discretion pay an initial deposit.

If you’re having payment difficulties, you should contact us as soon as possible.

If you miss 2 payments, we’ll write to you within 5 business days of the 2nd missed payment with details of the amount owing and informing you of the consequences.

You can pay the monies owed within 10 working days of the date of our letter without incurring any penalty or fees.

If you have missed three instalments or more, the Plan will lapse and cannot be reinstated. We have the option at our

discretion of cancelling the Plan, so that it is no longer valid or effective. In the event of cancellation as a result of missed payments, you will receive a full return of payments less our cancellation fee of £99.

A Plan cannot be reinstated once it has lapsed, however, you can take out a new plan at the then current price of the former Plan. Any payments already received relating to the former Plan will be transferred to the new plan as a deposit.

If three payments or more have been missed and the Plan has lapsed, the Personal Representative(s) may request, and we may agree (at our sole discretion), to arrange for the funeral to be carried out by the Nominated Funeral Director. The cost of the funeral will be charged at the Nominated Funeral Director’s then current market rate.

**5.3 Credit Finance from Funeral Safe Limited**

This is a loan provided by Funeral Safe Limited and a separate agreement to your funeral plan. Funeral Safe Limited are a provider of credit who are authorised and regulated by the Financial Conduct Authority (FRN 765110).

If you choose to take out credit finance with Funeral Safe Limited, then you will have a credit agreement with Funeral Safe limited and will be bound by its terms. From the point your agreement is in place, and we will be obliged to provide the funeral as specified.

Funeral Safe Limited will provide with further important pre-contractual information before you take out the loan and a credit agreement on completion.

Funeral Safe Limited provides finance from £499 - £7,500 from 10.75% to 24.9% APR over terms of 12 – 60

months. Credit must be repaid by your 82nd birthday.

Funeral Safe Limited are a responsible lender and credit is subject to an assessment of circumstances and affordability. Acceptance is not guaranteed.

From the point your agreement is in place, and we will be obliged to provide the funeral as specified.

You have the right to cancel at any time. You will receive a full return of payments if you cancel within the first 30 days/ within 7 days of being notified of the appointed funeral services provider (whichever is greater). If you cancel outside of this period, a Cancellation Charge of £99 applies.

Failure to repay your loan will have an impact on your credit rating and you could incur further interest.

If you die before making all payments, Funeral Safe will not pursue your estate for any outstanding balance.

**6 Security for Your Payments**

Regardless of how you pay, all payments will be invested by the independent Trustees of Crystal Cremations Funeral Trust, to be held and invested by them until needed. The managing trustees have a duty to ensure that funds are available for your funeral under the Scheme. The Trust will be independently audited to ensure this.

**7 If we become insolvent and cannot carry out your funeral.**

We never know what the future may hold, and there is a chance, albeit remote, that when you die our business may no longer be carried on by us. In those circumstances, the money you have paid to us under the Scheme is entirely safe and will be reimbursed to you (or your

personal representatives) if it is apparent to the managing trustees that another funeral director has not undertaken our responsibilities under the Scheme.

**8 Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk or by calling them on 0800 678 1100.

**9 If you die before making all payments**

If you choose to pay for your plan by instalments over a number of months, and if you were to pass away during the first 24 months (the moratorium period) we would refund in full to your estate all payments made including any lump sum. Alternatively, we will honour the plan and request payment on the outstanding instalments from the estate.

If you are paying for your plan over 24 months or longer and die from an accident before making all payments, we will honour your plan in full and carry out the funeral as specified in your chosen scheme. This does not apply if you are paying by instalment over any period less than 24 months.

**10 Fees**

The total fee payable to us for the funeral shall be dependent on the package and add-ons you have chosen and inclusive of VAT (the "Fee")

In some circumstances you may also have to pay additional fees:

* for collecting the deceased outside the hours of 9am to 5pm Monday to Friday or on UK Bank Holidays
* Collection of the deceased If not in hospital, hospice, or mortuary
* the cost of remove of pacemakers or other medical implants prior to cremation where a charge is made.

**11 Valuables**

To avoid the risk of loss or damage to the jewellery or valuables of the person who has died, we would advise that you remove such jewellery or valuables before we bring them into our care. If you decide to leave any jewellery or valuables with the person who has died, you will be doing so at your own risk. You should not assume that we are aware of jewellery or other valuables on the person who has died. Even if we are aware of them, we cannot accept responsibility for their safekeeping.

**12 Our liability to you**

If we fail to comply with this Agreement, we are responsible for (and only for) loss or damage you suffer that is a foreseeable result of our breach of the Agreement or our negligence.

Our total liability to you for any breach of this Agreement or negligence relating to this Agreement is limited to a sum equivalent to the total amount payable by you to us under this Agreement.

We do not exclude or limit in any way our liability for:

* death or personal injury caused by our negligence or the negligence of our employees, agents, or external suppliers.
* fraud or fraudulent misrepresentation; and
* any other liability that cannot be limited or excluded by law.

Your statutory rights are not affected by any statement contained in this Agreement.

**13 Personal Information**

We will use the personal information you provide to us to:

• provide you with the Services.

• process your payment of the Fees; and

• to inform you about our products and services.

You can opt out of this at any time in the future. Other than as stated above, we will not give your personal data to any other third party unless

* we are required to do so by law or regulation; or
* you give us your permission to share your information with other third parties.

For further details of how we may use the personal information you provide to us, please read our Privacy Policy, which is available on our website.

**14. General Data Protection Regulation (GDPR)**

Your information will be stored and processed in accordance with General Data Protection Regulation (GDPR) (EU) 2016/679 in written and computerised form and retained for a period of 7 years in accordance with our organisational policy. The information about you will include your name, address, date of birth, contact details such as telephone numbers or email address, persons giving consent.

**15 Cancelation**

You can cancel anytime, subject to the conditions below, by contacting us at The Old Mill House, Deakins Business Park, Egerton Bolton BL7 9PR telephone 08002545030 or email info@crystalcremations.co.uk.

Refunds will be processed and paid within 14 working days.

**16 Cancellation Rights**

You will receive a full return of payments if you cancel within:

* The first 30 days
* 7 days of being notified of the appointed funeral services provider
* The 24-month moratorium period, for plans sold on an instalment basis (including fixed monthly payment plans)

The moratorium period means that if you cancel your plan or die within the instalment period you must receive all of your payments back.

If you cancel outside of these periods a Cancellation Charge of £99 applies.

**17 Cancellation**

If you do decide to cancel the Plan at any time, you must either:

* notify us by completing and returning the cancellation form entitled “Notice of the Right to Cancel”, which will be included with the documents that make up the Agreement; or
* otherwise notify us in writing, by telephone or by email to:
	+ Post: Customer Relations Department, Crystal Funeral Planning, The Old Mill House, Deakins Business Park, Egerton, Bolton, BL7 9RP.
	+ Telephone: 0800 464 0688
	+ Email: info@crystalfuneralplanning.co.uk

Any notification of cancellation should specify all the following details: (i) the Plan number; (ii) the full name and address of the Plan holder (iii) the Plan holder’s date of birth; and (iv) a telephone number and/or email address for contact purposes, should there be any issue with the cancellation. There will be additional security questions where the Plan is cancelled by telephone or by e-mail.

If cancellation is requested, we will refund all the money you have paid within 28 days of us receiving notification of cancellation.

If in the event the Plan is not used, and cancellation is requested after the death of the Plan holder, we may require additional information from the person cancelling the Plan before we can complete the cancellation.

Any refund will be made to the person who originally paid for the Plan or to the Plan holder’s estate.

We may cancel the Plan by giving notice to you if:

* a funeral director is appointed independently by you who is not a Nominated Funeral Director.
* the funeral is to be conducted outside the Covered Areas, note: If You move house, you must tell us, as we may need to nominate an alternative Funeral Director to conduct the funeral. If You let us know before the time of need, we will approach a local funeral director in your new location and will endeavour to agree a funeral in line with the amount you initially paid, failing this you may have to pay an additional premium subject to the new funeral Directors cost or you can choose to cancel subject to the terms and conditions.
* the funeral cannot be performed because of circumstances outside our control or outside the control of the Nominated Funeral Director (for example war, terrorism, riot, or the occurrence of a pandemic or epidemic)

If we cancel the Plan, we will refund any money you have paid, in full, and we will have no further obligations to provide the services set out in the Plan.

We may make any changes we deem reasonably necessary to the services that are provided under the Plan (including reducing or removing any part of the services or making any other alteration in the type of services provided), as a result of circumstances arising which are outside our control or outside the control of the Nominated Funeral Director (for example war, terrorism, riot or the occurrence of a pandemic or epidemic).

To the extent that we make any such changes so that the services provided under the Plan are of reduced quality or capacity to the original services that would have been provided, we may (at our discretion) adjust the price of the Plan by an equitable amount, and in such case, we will refund any such amount that you have already paid.

If the Personal Representative(s) do not agree to the alternative arrangements, we may cancel the Plan and refund to the Plan holder’s estate any monies paid to date (taking into account any refund due).

Once we commence the Services after the death of the Plan holder, cancellation is not possible.

We will not pay interest on money refunded.

**18 Value Added Tax (“VAT”)**

VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, you or the Personal Representative(s) must pay the VAT or additional tax at the time of the funeral.

If you are paying for any Special Request as part of the Plan, any third-party suppliers who provide those goods or services may charge VAT, which we will pay and recover from you, or the Personal Representative(s).

**19 Change of Address**

You must notify us of any permanent change of address. If appropriate, we will appoint an alternative Nominated Funeral Director for you.

**20 If you need to make a complaint?**

If you wish to register a complaint, please contact us:

* Post: Customer Relations Department, Crystal Funeral Planning, The Old Mill House, Deakins Business Park, Egerton, Bolton, BL7 9RP.
* Telephone: 0800 464 0688
* Email: info@crystalfuneralplanning.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**21 Statements**

We will provide you with a plan statement every 3 years. The statement will show the scheme details, how much is left to pay (if applicable) together with details of how to cancel and hot to contact us if you need to make a complaint.

**22 General Terms**

Anything which is not documented in writing in the Agreement will not be effective. If there is any ambiguity between the documents referenced above, the terms set out in these Terms and Conditions take precedence over the others.

English Law shall apply to this Agreement and any disputes will be determined by the exclusive jurisdiction of the Courts of England and Wales.

If anything in this Agreement is invalid or unenforceable, this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force.

Any failure to exercise or delay in enforcing our rights (such as our right to cancel the Plan in the event of unpaid instalments), such failure or delay will not restrict our rights to do so, and a waiver of any such rights or of any breach of any

term will not be deemed to be a waiver of any other right or any later breach.

Any changes must be agreed in writing by us and will not be effective otherwise.

The Agreement is personal to you and may not be assigned or made the subject of any trust, mortgage or given as security for any obligation to any third party. Only you or the Personal Representative(s) are entitled to claim the rights or benefits set out in this Agreement.

The Nominated Funeral Director may also claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the Plan holder) has any right under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this Agreement.

These Terms and Conditions apply to all Plans entered from 11th October 2022

**23 How to Contact Us**

If you have any questions regarding the Plan, our contact details are:

* Post: Customer Relations Department, Crystal Funeral Planning, The Old Mill House, Deakins Business Park, Egerton, Bolton, BL7 9RP.
* Telephone: 0800 464 0688
* Email: info@crystalfuneralplanning.co.uk