

DEFINITIONS ARE TO BE FOUND IN SECTION 7

1 ACCEPTANCE BY THE COMPANY

1.1 If paying in full with a Single Payment or paying by instalments over a Set Period then there are no age or health restrictions in order to be eligible for acceptance by the Company. If paying by Fixed Monthly Payments then the Member must be between the ages of 50 and 80 and a UK resident at the date of application and there are no health restrictions in order to be eligible for acceptance.

1.2 The Member must enclose a cheque (made payable as directed by the Company) for the Deposit or the Single Payment as applicable with the completed Application Form. Single Payments or Deposits may also be made by an approved debit or credit card.

1.3 If paying by Fixed Monthly Payments then payments will be used by the Company to buy a whole of life assurance policy on the Member's life with AXA Sun Life plc. The Member will need to complete a Direct Debit instruction (see Clauses 4 and 6) and AXA Sun Life Services will administer and service the policy and collect the monthly payments. AXA Sun Life plc and AXA Sun Life Services are authorised and regulated by the Financial Services Authority, however, all funeral services are arranged and provided by the Company which is not authorised or regulated by the Financial Services Authority but is a registered provider with the Funeral Planning Authority.

1.4 The Company may (1) (subject to Clause 1.9) act in accordance with the instructions of, and (2) communicate with, either the Member or the Representative on all matters relating to the Funeral Plan. References in these Terms and Conditions to the Member will therefore include references to the Representative (instead of the Member) where appropriate.

1.5 Within 30 days of receipt of a completed Application Form, the Company will notify the Member of its acceptance or rejection of the application (applications being rejected where the formalities and requirements for applications specified by the Company in the Application Form have not been complied with or it is not completed correctly). No contract will exist between the Company and the Member until the Company has notified the Member of its acceptance.

1.6 If an application is accepted and the Total Amount Payable has been fully paid, the Company will send the Member a personalised membership card and number and Certificate of Entitlement. If the Total Amount Payable is payable by instalments over a Set Period a provisional membership card will be issued which will be replaced by a membership card and a Certificate of Entitlement when the Total Amount Payable has been paid. If payment is by Fixed Monthly Payments a provisional membership card will be issued which will be replaced by a membership card and Certificate of Entitlement when 2 years' payments have been made.

1.7 If paying in full by Single Payment or by instalments over a Set Period, the Member must notify the Company in writing of any change of address or any of the Member's other details specified in the Application Form, as soon as reasonably possible after the change. A change of address outside of the normal area of operation of the Selected Funeral Director may result in the appointment, by the Member or the Company, of a new Selected Funeral Director and/or an increase in the Funeral Director's Costs and/or Disbursements. If, as a result of a change of address, the existing or any new Selected Funeral Director (acting reasonably) wishes to increase either or both of the Funeral Director's Costs or estimate of Disbursements or (in the case of a new Selected Funeral Director) charge a Funeral Director Arrangement Fee, the Member must either pay such additional sums to the Company or to its order as it may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.8. If paying by Fixed Monthly Payments and any change of address necessitates a change in the Selected Funeral Director or the appointment by the Member or the Company of a new Selected Funeral Director, then the Company will use reasonable efforts to ensure that the new Selected Funeral Director complies with the wishes of the Member without additional cost and provides the Guarantee. The Guarantee given by the original Selected Funeral Director will lapse. In the event that the new Selected Funeral Director determines that his local costs and/or Disbursements make him unable to accept the Funeral Plan and/or provide the Guarantee without additional cost then the Member will be advised in writing of an estimate of these additional costs and/or Disbursements as at the date of transfer to the new Selected Funeral Director. The new Selected Funeral Director will treat the proceeds available from the whole of life assurance policy referred to in Clause 1.3 at death as a contribution towards funeral costs. The Member's next of kin, executors, trustees or the Representative will be required to make a separate payment for any additional costs and/or Disbursements to the new Selected Funeral Director at the time of need prior to the funeral taking place.

1.8 If paying by a Single Payment or by instalments over a Set Period, a refund of all sums paid will be made in accordance with the directions given in the Application Form provided that written notice of cancellation is received (from the Member or Representative) by the Company within 30 days of the issue of the Company's written acceptance of the application to purchase the Funeral Plan. If written notice of cancellation is received after such 30 day period has expired, the Company will charge a cancellation fee (1) where the Total Amount Payable has been paid in full, equivalent to 10% of the Funeral Director's Costs or (2) where the Total Amount Payable has not been paid in full, of £199 and (whether payment is made by a Single Payment or by instalments over a Set Period and whether or not the Total Amount Payable has been paid in full) the Selected Funeral Director will retain any Funeral Director Arrangement Fee and those sums will be deducted from the sums to be refunded. No Funeral Plan may be cancelled after the death of the Member.

If paying by Fixed Monthly Payments and the Member wishes to cancel the Funeral Plan after 30 days he/she must advise the Company in writing. There is no cash-in value at any time and no refund of any sums will be made. The Funeral Plan will be cancelled. If paying by Fixed Monthly Payments and the Member wishes to cancel the Funeral Plan within 30 days he/she must advise the Company in writing in which event any payments made by or on behalf of the Member will be refunded in full.

1.9 In the event of any inconsistency between instructions given by the Member (including any attorney, curator, guardian, or other person legally authorised to deal with the Member's affairs) and by the Representative in relation to the Funeral Plan (including its cancellation) the Company will (subject to these Terms and Conditions) give effect to the instructions of the Member (or any such attorney, curator, guardian or other legally authorised person as appropriate).

1.10 The Total Amount Payable or, where applicable, the total amount of and/or proceeds from Fixed Monthly Payments if paid for more than 2 years, includes the Funeral Director's Costs (including any separate Funeral Director Arrangement Fee) and an estimate for Disbursements as specified in the Application Form. Neither the Member nor the Representative nor the Member's next of kin, executors or trustees will have any additional sums to pay in respect of the Member's Funeral Plan except as detailed in Clauses 1.7, 2.2, 2.5, 4.1(iii) and 4.3.

2 THE SELECTED FUNERAL DIRECTOR

2.1 The Company will appoint the Selected Funeral Director as its sub contractor to carry out the funeral arrangements of the Member in terms of the Agreement and will (subject to Clauses 1.7, 2.2 and 4.3) have the Selected Funeral Director provide the Guarantee. The Company will use reasonable efforts to ensure that the highest quality of service is provided by the Selected Funeral Director.

2.2 Where the Total Amount Payable is payable by a Single Payment or by instalments over a Set Period, the Member may at any time prior to the date of death, by giving written notice, request the termination of appointment of the Selected Funeral Director and request the appointment of a different Selected Funeral Director. The Company will use all reasonable efforts to comply with that request. If such a change is reasonably capable of being made and is made by the Company it will notify the Member. A change of Selected Funeral Director may result in additional sums being due and payable by the Member at the time of change due to differences in either or both of the Funeral Director's Costs of the new Selected Funeral Director and/or the Disbursements expected to be incurred by the new Selected Funeral Director. If the new Selected Funeral Director wishes to increase either or both of the Funeral Director's Costs or estimate of Disbursements or charge a Funeral Director Arrangement Fee, the Member must either pay such additional sums to the Company or to its order as it may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.8. The Company will have no liability to the Member if such a change is not reasonably capable of being made (for whatever reason) and is not made. If the appointment of a different Selected Funeral Director is not possible or reasonably practicable for any reason or if the Member does not pay any such additional sums, the Funeral Plan will be cancelled and a refund will be available within the terms of Clause 1.8

If paying by Fixed Monthly Payments and any change of Funeral Plan arrangements is requested including a request for a change of the Selected Funeral Director, then the Company will use reasonable efforts to ensure that the new Selected Funeral Director complies with the wishes of the Member without additional cost and provides a Guarantee. However, in the event that the new Selected Funeral Director determines that his local costs and/or Disbursements make him unable to accept the Funeral Plan without additional cost then the Member will be advised in writing of an estimate of these additional costs and/or Disbursements as at the date of transfer to the new Selected Funeral Director. The new Selected Funeral Director will treat the proceeds available

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from the whole of life assurance policy referred to in Clause 1.3 at death as a contribution towards funeral costs. The Member's next of kin, executors, trustees or the Representative will be required to make a separate payment for any additional costs and/or Disbursements to the new Selected Funeral Director at the time of need prior to the funeral taking place. The Company will have no liability to the Member if such a change is not reasonably capable of being made (for whatever reason) and is not made. If the appointment of a different Selected Funeral Director is not possible or reasonably practicable for any reason or if the Member does not agree to pay any such additional sums, then the Member may continue with the existing Selected Funeral Director and plan arrangements or, at the Member's option, the Funeral Plan will be cancelled as detailed in Clause 1.8

2.3 The Company has the right to appoint a Selected Funeral Director in the event that no appointment is made by the Member, or when non-appointment arises due to the operation of Clause 2.2.

2.4 No person may, after the death of the Member, terminate the appointment of the Selected Funeral Director. If the Representative or any other person wishes, after the Member's death, to have the funeral arrangements of the Member carried out by a party other than the Selected Funeral Director, they must pay for such funeral arrangements themselves. In such circumstances no payment will be made to any party other than the Selected Funeral Director (in accordance with arrangements specified by the Company).

2.5 The Member's next of kin, executors, trustees or the Representative will (as a condition of the Selected Funeral Director carrying out the Member's chosen funeral arrangements under the Funeral Plan) pay to the Company or to its order:

- any difference between the amount of estimated Disbursements detailed in the Brochure or the Application Form and the actual amount (if greater) of Disbursements incurred in carrying out such funeral arrangements; and
- any Value Added Tax falling due in respect of the Funeral Plan as provided in Clause 5.4; and
- any sums due under Clauses 1.7, 2.2 or 4.1(iii).

Neither the Trust nor the Company nor the Selected Funeral Director nor AXA Sun Life plc nor AXA Sun Life Services will be responsible for any such difference or amount.

3 PROCEDURE ON DEATH

3.1 The Company will ensure that the Selected Funeral Director carries out the funeral arrangements of the Member in accordance with and to the extent of the Funeral Plan and the Agreement or, in the event of failure by the Selected Funeral Director, that an alternative Selected Funeral Director carries out the funeral arrangements in the same manner (subject in all cases to Clauses 1.7, 2.2 and 4.3). The Company's responsibility will only be for the performance of the Member's funeral arrangements as specified in the Agreement. The Company will have no responsibility for any services, items or costs which are not so specified.

3.2 Should any extra item or service, not included in the Funeral Plan, be provided by a third party, the Company will not be liable for any loss, damage, expense or inconvenience arising from that provision unless it or the Selected Funeral Director was responsible for organising or providing these items or services under the Funeral Plan.

3.3 The Company will not be responsible for the loss of any valuables or items on display for private viewing in premises which are not owned or operated by it or the Selected Funeral Director.

4 PAYMENT BY INSTALMENTS OVER A SET PERIOD AND FIXED MONTHLY PAYMENTS

4.1 The Member may choose to pay for a Funeral Plan in three different ways:

- by paying the Total Amount Payable by a Single Payment;
- by paying the Total Amount Payable by instalments over a Set Period where the instalments and period are detailed in the Application Form and confirmed in an agreement as referred to in Clause 4.2; or
- by Fixed Monthly Payments where a monthly payment will be due as detailed in Clause 4.2. If this method of payment is chosen then subject to Clauses 1.7 and 2.2 the Member will be unable to modify or amend any of the arrangements in the Funeral Plan before the time of need. Any proposed changes to such arrangements at the time of the funeral must, subject to Clauses 1.7 and 2.2, be agreed separately with the Selected Funeral Director with additional payment for any amended or additional services or items made (without the Company's involvement) direct to the Selected Funeral Director

4.2 If the Member chooses to pay by instalments over a Set Period then upon signature of the Application Form the Member is contractually bound to pay to the Company or to its order the Total Amount Payable but the Company may at its discretion accept payment by way of instalments over a period agreed with the Company (being the Set Period). Where the Company agrees to accept payment of the Total Amount Payable by instalments over a Set Period the Member will enter into a credit agreement with the Company in a form approved by the Company.

If the Member chooses to pay by Fixed Monthly Payments he/she must complete a Direct Debit Instruction. The monthly payments will be fixed and will not increase and will be payable for the period detailed in Clause 4.3. The amount of the Fixed Monthly Payment is determined by the Funeral Plan chosen as adjusted by any personalisation options included within the Funeral Plan as well as the age and gender of the Member. The Fixed Monthly Payment will be confirmed in writing once the Member's application has been received and processed. Once this has been agreed, it will not alter. The first payment will be taken 6 to 7 weeks after the start date of the Funeral Plan.

4.3 If the Member chooses to pay by instalments over a Set Period and if, at the date of the Member's death any instalment is in arrears or any part of the Total Amount Payable remains unpaid the Company will still comply with its obligations under Clause 3.1 above provided that:-

- any prior instalments or sums paid by the Member will be credited towards the cost of the funeral; and
- any balance of the Total Amount Payable outstanding, less any rebate, is paid by the Member's next of kin, executors, trustees, or the Representative.

If the Member chooses to pay by Fixed Monthly Payments he/she must maintain the monthly payments until the anniversary of the start date prior to the Member's 90th birthday, or until the Member's death if sooner when payments stop. If the payments are not maintained after the first monthly payment has been made, or if any subsequent Fixed Monthly Payments are not made on the due date(s), the Company will allow 30 days of grace during which time the Member can pay the outstanding payments and the Funeral Plan will be unaffected. If the outstanding Fixed Monthly Payment(s) is/are not received within 30 days then the Funeral Plan will be cancelled and the Member will not get any money back.

If the Member's date of death is more than 2 years from the start date, any outstanding Fixed Monthly Payments (maximum 2 months) must be paid as directed by the Company prior to receipt of the Funeral Plan benefits. If the Member's date of death is less than 2 years from the start date, the benefits of the Funeral Plan including the Guarantee will not be available. Instead, the Company will, provided that all Fixed Monthly Payments due at the date of death have been paid, (1) pay a sum equivalent to 120% of the Fixed Monthly Payments actually paid, to the Selected Funeral Director as a contribution towards funeral costs (with the Member's executors, next of kin, trustees or the Representative making a separate payment directly to the Selected Funeral Director of all additional costs and Disbursements required to carry out the funeral arrangements as advised by the Selected Funeral Director) or (2) if confirmed in writing by such executors, next of kin, trustees or the Representative, pay such sum to them.

4.4 If the Member chooses to pay by instalments over a Set Period, the Member is entitled to make early settlement of the Total Amount Payable under the Agreement. To make settlement the Member must pay to the Company the balance of the Total Amount Payable then unpaid less any rebate to which the Member is entitled.

If the Member chooses to pay by Fixed Monthly Payments these payments cannot be altered and are payable until the anniversary of the start date prior to the Member's 90th birthday, or death if sooner, when payments stop.

5 GENERAL

5.1 Costs

Except to the extent otherwise detailed in the Agreement, all costs, charges and expenses incurred in connection with the Agreement will be borne by the party incurring them.

5.2 Applicable Law

If a Funeral Plan is purchased in England, Wales or the Channel Islands, the Agreement will be governed by the law of England and the parties agree that any disputes will be dealt with by the English Courts. If a Funeral Plan is purchased in Scotland or Northern Ireland the Agreement will be governed by the laws of Scotland and the parties agree that any disputes will be dealt with by the Scottish Courts.

5.3 Trust Arrangements

If the Member chooses to pay by Single Payment or by monthly instalments over a Set Period then all sums received from Members in respect of Funeral Plans will be paid by the Company to the Trust without deduction. The Trust has authorised payments from the Trust's funds:

5.3.1 to the Company in order to pay Selected Funeral Directors at the time of need under a Funeral Plan (or prior to the time of need in respect of any Funeral Director Arrangement Fee included in the Funeral Director's Costs);

5.3.2 to Members in respect of refunds under Clauses 1.8 and 2.2;

5.3.3 to the Company to meet the Company's overheads and operating expenses at a level agreed between the Company and the Trust and reviewed annually.

If the Member chooses to pay by Fixed Monthly Payments then the terms of Clause 4.2 will apply.

5.4 All sums stated to be payable by the Member or his/her Representative in respect of a Funeral Plan are exclusive of any Value Added Tax payable thereon at any time which shall be payable as follows in addition by the Member and/or his/her Representative or executors or next of kin. On the basis of current legislation, no Value Added Tax has been added to any of the sums payable by the Member or his/her Representative in respect of a Funeral Plan. If VAT legislation or HM Revenue & Customs' practice or interpretation of VAT legislation changes, the Company and the Selected Funeral Director may add Value Added Tax if payable on any relevant sum from time to time which shall then be payable by the Member or his/her Representative or the Member's executors or next of kin.

6 DIRECT DEBIT GUARANTEE

6.1 This guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by the relevant bank or building society.

6.2 If either the amounts to be paid or the payment date changes, the Member or the person paying for the Funeral Plan ("the Payer") will be informed at least 14 days in advance of their account being debited or as otherwise agreed.

6.3 If an error is made by the Company or the relevant bank or building society, the Payer is guaranteed a full and immediate refund of the amount paid.

6.4 The Payer can cancel a direct debit at any time by writing to their bank or building society. A copy of the letter should be sent to the Company.

7 DEFINITIONS

In these Terms & Conditions, the following words have the following meanings:

"Agreement" means the Application Form (including these Terms and Conditions), the Company's written acceptance, the Certificate of Entitlement sent to the Member and the written acceptance of the Selected Funeral Director contained in the Funeral Director Terms and Conditions;

"Application Form" means the application form for a Funeral Plan in the form specified by the Company;

"the Brochure" means the Company's Funeral Plan Brochure, these Terms and Conditions, the Application Form, the Burial and Cremation Sheet included with the Brochure and any other documents included with the Brochure from time to time, all as amended or updated from time to time and current as at the date of this Agreement;

"the Company" means Golden Charter Limited, Crowndale House, 1 Ferdinand Place, Camden, London NW1 8EE;

"Certificate of Entitlement" means the documents giving details of the Funeral Plan given to the Member by the Company once the Total Amount Payable has been fully paid or, where payment is made by Fixed Monthly Payments, after 2 years' payments have been made;

"Deposit" means, where the Member is making payment by instalments over a Set Period, the first instalment payment to be made by the Member;

"Disbursements" means the costs, fees, charges and expenses to be incurred by the Company or the Selected Funeral Director to third parties as specified (by way of estimate) in the Application Form; examples of typical Disbursements are given in the Brochure;

"Fixed Monthly Payments" means, where Clause 4.1(iii) applies, the amount intimated by the Member by the Company in accordance with Clause 4.2 which will be used by the Company to purchase the life assurance policy referred to in Clause 1.3;

"Funeral Director's Costs" means the Selected Funeral Director's fees and costs as specified in the Application Form (including any separately identified fee or costs in respect of arranging the Funeral Plan (the "Funeral Director Arrangement Fee");

"Funeral Director Terms and Conditions" means the terms and conditions applicable to and accepted by the Selected Funeral Director in respect of each Funeral Plan incorporating the Guarantee;

"Funeral Plan" means the various combinations of prepaid funeral services offered by the Company and selected by or on behalf of the Member in the Application Form;

"Guarantee" means the guarantee given by the Selected Funeral Directors as contained in Clause 1 of the Funeral Director Terms and Conditions;

"Member" means the person whose funeral arrangements are provided for under a Funeral Plan (whether purchased by the Member or by another person for them or on their behalf);

"Representative" means the Representative (if any) of the Member as detailed on the Application Form;

"Selected Funeral Director" means the funeral director selected by the Member (or the Company) under any relevant Agreement;

"Single Payment" means, where the Member is not paying for a Funeral Plan by instalments over a Set Period or by Fixed Monthly Payments, the amount specified in the Application Form;

"Total Amount Payable" means (where payment is made by a Single Payment or by instalments over a Set Period) the total sums payable by the Member for any Funeral Plan under the Agreement including the Funeral Director's Costs and an estimate of Disbursements, as detailed in the Application Form (subject to Clause 2.5) and any sums due under Clauses 1.7 and 2.2;

"Trust" means The Golden Charter Trust.

FUNERAL DIRECTOR TERMS & CONDITIONS (2010)

STANDARD FUNERAL PLANS

1 The Selected Funeral Director accepts the terms of the Guarantee specified in this Clause 1 which will be enforceable against the Selected Funeral Director by any and all of the Company, the Member and his/her Representatives in its/his/her own respective name(s) (without prejudice to the rights of any such parties to enforce the terms thereof pursuant to the Contracts (Rights of Third Parties) Act 1999). Subject to Clauses 1.7, 4.1(iii) and 4.3 of the Terms and Conditions (where payment is by Fixed Monthly Payments), the Selected Funeral Director undertakes and guarantees to (i) carry out the funeral of the Member in terms of the Funeral Plan and the Agreement; and (ii) (subject to Clauses 1.7, 2.2, 2.5 and 4.1(iii) of the Terms and Conditions) not charge the Member or the Member's next of kin, executors, trustees or the Representative any additional sums in respect of the Funeral Director's Costs.

2 Subject to such Clauses 1.7, 4.1(iii) and 4.3, the Selected Funeral Director undertakes that he will carry out the funeral arrangements of the Member in accordance with the Agreement, will do so to the highest quality standards and will comply with such procedures as may be intimated in writing by the Company from time to time. The Selected Funeral Director hereby undertakes to free, relieve and indemnify and keep indemnified the Company and the Trust from and against all costs, claims, liabilities, losses or expenses (whether from or due to the Member, the Representative or any other person) arising from his failure to comply in any respect with these Funeral Director Terms and Conditions.

3 Upon completion of the Member's funeral arrangements the Selected Funeral Director will be entitled to payment from the Company and should invoice the Company for the sum intimated by the Company for the relevant Funeral Plan as at the date of the Member's funeral subject (1) to the Selected Funeral Director having no recourse against the Company or the Trust in the event that the sum so intimated by the Company is lower than the relevant parts of the original Funeral Plan cost; and (2) to the Selected Funeral Director having no recourse against the Member or his/her Representative(s) except to the extent detailed in Clauses 1.7, 2.2, 2.5 or 4.1(iii) of the Terms & Conditions; and (3) to the Selected Funeral Director's entitlement to obtain reimbursement for any difference between the amount of Disbursements as detailed in the Brochure or Application Form and the actual level of Disbursements incurred at the time the funeral arrangements of the Member are carried out.

4 In the event of a change of Selected Funeral Director pursuant to the Terms and Conditions, the existing Selected Funeral Director undertakes to co-operate fully with the Company and the new Selected Funeral Director in the transfer of the Funeral Plan for the benefit and peace of mind of the Member and further agrees that the Company may provide all information it regards appropriate regarding the Funeral Plan to the new Selected Funeral Director.

5 Definitions are contained in the Standard Terms & Conditions ("Terms and Conditions") as current from time to time.