

DEED IN RELATION TO TRANSFER OF FUNERAL PLANS FROM PREDECESSOR FIRM

DATE OF DEED: 08/09/23

MADE BY: Crystal Cremations Ltd (referred to in this Deed as the “Successor Firm”).

INTRODUCTION

- (A) The relevant business of the existing funeral plan customers of Darwin Funeral Services of 59/61 Blackburn Rd, Darwen, BB3 1EJ (referred to in this document as the Predecessor Firm) is passing to the Successor Firm.
- (B) Financial Conduct Authority (FCA) rules, specifically FPCOB 10.2.2 (R) requires the Successor Firm to provide a written undertaking to the customer that: must give a written undertaking to the customer: to provide a funeral on equivalent or substantially similar terms to the existing undertaking; and which provides the customer with a legally binding claim against it without the need for customer acceptance or any other action on the part of the customer.
- (C) The Successor Firm records its acceptance of those obligations by executing this Deed.

THIS DEED WITNESSES THAT:

1. Interpretation

1.1 In this Deed -

“Customer” has the meaning in force from time to time as used for the purposes of FPCOB;

“FPCOB” means the Funeral Plan Conduct of Business sourcebook in the Handbook as in force from time to time;

“FCA” means the Financial Conduct Authority and any successor authority which is or becomes responsible for regulating the activities or services comprising the relevant business;

“FSMA” means the Financial Services and Markets Act 2000;

“Funeral Plan” has the meaning in force from time to time as used for the purposes of FPCOB;

“Funeral Plan Contract” has the meaning in force from time to time as used for the purposes of FPCOB;

“Handbook” means the FCA’s Handbook of rules and guidance.

1.2 The Interpretation Act 1978 applies to this Deed, so (unless the contrary appears) :

- a) The singular includes the plural, and the plural the singular;
- b) The masculine includes the feminine; and
- c) A reference to a statute or statutory provision is a reference to it as amended from time to time

2. Acceptance of liability and responsibility

2.1 In relation to the relevant business , the Successor Firm –

- a) Undertakes to provide a funeral on equivalent or substantially similar terms to the existing undertaking; and
- b) provides the customer with a legally binding claim against it without the need for customer acceptance or any other action on the part of the customer.

3. Rights of consumers

Where a customer brings a claim relating to the relevant business to the extent agreed in this Deed, the consumer has the same rights against the Successor Firm as he has or but for this Deed would have against the Predecessor Firm.

4. Enforceability

The Deed is entered into for the benefit of any consumer who entered into a funeral plan contract with the Predecessor Firm and is enforceable by the FCA.

5. Disclosure of Deed

The Successor Firm will -

- a) provide a copy of this Deed to the customer within 30 days of the transfer
- b) publish and maintain a copy of the written undertaking provided to the customer on its website
- c) maintain appropriate records, including records of the undertaking and the customers to whom it applies

The Successor Firm consents to the FCA bringing this Deed to the attention of consumers and other third parties whether by publication on the FCA's website and/ or other communication methods.

6. Duration

Subject to clause 1.1 this Deed shall continue to have effect.

11. Variation and termination

This Deed shall only be varied, amended, terminated or rescinded within the prior written consent of the FCA.

12. Governing Law

This Deed is governed by and in accordance with the laws of England.

13. Valid execution of the Deed

The Successor Firm confirms that this Deed is validly executed and that any and all necessary authorities and resolutions have been properly obtained.

EXECUTION

This Deed is EXECUTED AS A DEED and DELIVERED on the date of execution by Crystal Cremations Ltd and:

Signed on its behalf by: M Gundlach In the presence of: A Cresswell

Full Name Martin Gundlach

Full Name Andrew Cresswell

Signature M Gundlach

Signature A Cresswell

Position and Occupation

Position and Occupation

Director _____

Directyor _____

Blackburn Road
Bolton