

DATED 8<sup>th</sup> August 2024

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**DEED POLL OF GOLDEN LEAVES LIMITED FOR ASSUMPTION OF OBLIGATIONS  
UNDER FUNERAL PLAN CONTRACTS**

**relating to**

those plans of Matthews & Son Funeral Directors, as identified in this deed

This deed is dated 8<sup>th</sup> August 2024

## Parties

- (1) GOLDEN LEAVES Limited incorporated and registered in England and Wales with company number 02935393 whose registered office is at No1 Croydon, 12-16 Addiscombe Road, Croydon, Surrey, England, CR0 0XT (**Company**).

## BACKGROUND

- (A) CPJ Field acquired the business of Matthews and Son Funeral Directors in February 2009 (the **Acquisition**), which included obligations under any Funeral Plan Contracts (as defined in clause 1) entered into by Matthew and Son Funeral Directors before 29 July 2022.
- (B) Since 29 July 2022 a person carrying out a Funeral Plan Contract as provider must be authorised as a funeral plan provider by the Financial Conduct Authority under FSMA.
- (C) CPJ Field is not authorised as a funeral plan provider by the FCA under FSMA.
- (D) The Company is authorised as a funeral plan provider by the FCA under FSMA.
- (E) The Company enters into this deed in order to assume the obligations of CPJ Field under the relevant Funeral Plan Contracts (as described in (A)) on the terms set out in this deed.

## OPERATIVE PROVISIONS

### 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this deed:

**Agreed Funeral:** the funeral which CPJ Field is obliged to provide under the relevant Matthews & Son Funeral Plan.

**Covered Individual:** the individual on whose death it was agreed that a funeral will be provided or secured under a Matthews & Sons Funeral Plan.

**CPJ Field:** means CPJ Field & C Limited, incorporated and registered in England and Wales with company number 02998017 whose registered office is at Rampion House, Marchants Way, Burgess Hill, West Sussex, United Kingdom, RH15 8QY.

**Customer:** any person who has bought a Matthews & Sons Funeral Plan.

**Effective Date:** 29 July 2022.

**Matthews & Sons Funeral Plan:** a Funeral Plan entered into between Matthews & Son Funeral Directors and a Customer, which CPJ Field assumed responsibility for after the Acquisition.

**FCA:** the Financial Conduct Authority or successor regulator.

**FCA Rules:** the Handbook of Rules and Guidance of the Financial Conduct Authority.

**FSMA:** the Financial Services and Markets Act 2000.

**FPCOB:** the Funeral Plans Conduct of Business Sourcebook in FCA Rules.

**Funeral Plan Contract:** has the meaning given in Article 59(2) of the RAO.

**RAO:** the FSMA 2000 (Regulated Activities) Order 2001 (SI 2001/544).

1.2 In this deed unless the contrary intention appears:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to a statute or statutory provision is a reference to it as amended from time to time and shall include all subordinate legislation made under that statute or statutory provision; and
- (c) a reference to any provision of FCA Rules is a reference to it as amended from time to time.

## 2. Undertaking and assumption of responsibility

2.1 The Company undertakes that on or after the Effective Date, if a Customer or his or her representatives provides evidence reasonably satisfactory to the Company (after consulting CPJ Field to the extent reasonably practicable) that it holds a Matthews & Son Funeral Plan in respect of any Covered Individual, the Company will, in accordance with the terms of this deed, provide or secure that another person provides an equivalent or substantially similar funeral to the Agreed Funeral, in accordance with its obligations under the FPCOB.

2.2 The undertaking in clause 2.1 is given on the basis that the Company has not otherwise assumed or will not otherwise assume the obligation by novation, assignment or operation of law.

2.3 The undertaking of the Company in this clause 2 is intended to provide the Customer with a legally binding claim against the Company in accordance with FPCOB 10.2.2(b) without the need for acceptance by the Customer or any other action on the part of the Customer.

**3. The Agreed Funeral**

3.1 The Agreed Funeral will be substantially on the terms agreed in the Matthews & Son Funeral Plan subject to:

- (a) any changes which the Company is permitted to make in respect of the Agreed Funeral in accordance with FCA Rules (and which it will notify to the Customer in accordance with FPCOB 10.2.1(4)); and
- (b) the applicable terms and Conditions of the Company which can be viewed at <https://www.goldenleaves.com/downloads/> unless materially inconsistent with the terms of the Matthews & Son Funeral Plan.

**4. The Agreed Funeral**

4.1 Unless the Company notifies the Customer otherwise in accordance with FCA Rules, the Company shall appoint CPJ Field to perform the Agreed Funeral.

**5. Duration**

This deed shall continue to have effect until varied, amended, terminated or rescinded by the Company.

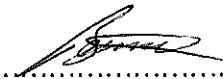
**6. Governing Law and Jurisdiction**

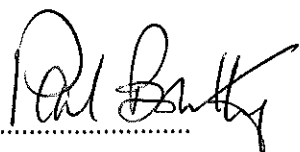
6.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any of them or their subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

6.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed by GOLDEN LEAVES LIMITED acting by Barry Floyd, a director, in the presence of:

  
.....  
SIGNATURE OF DIRECTOR  
Director

  
.....

SIGNATURE OF WITNESS

NAME OF WITNESS PAUL BENTLEY

ADDRESS OF WITNESS 41 ST JOHN'S ROAD, BATH BA2 6PZ

OCCUPATION OF WITNESS HEAD OF REGULATION