

Deed Poll

DATED

20th December 2024.

Deed poll of Golden Leaves limited for assumption of obligations under funeral plan contracts

relating to

those plans of Greater Manchester Funeral Services Limited ("**GMFS**") as identified in this deed

This deed is dated 20th December 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) Greater Manchester Funeral Services Limited ("**GMFS**") has entered into various Funeral Plan Contracts (capitalised terms are as defined in clause 1 of this deed) with Customers on dates up to and including 29 July 2022.
- (B) Since 29 July 2022 a person carrying out a Funeral Plan Contract as provider must be authorised and regulated by the Financial Conduct Authority under FSMA.
- (C) GMFS 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 GMFS to carry out the Agreed Funeral under GMFS Funeral Plans 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 GMFS has agreed to provide under the relevant GMFS Funeral Plan.

Customer: any person who has bought a GMFS Funeral Plan and whose details appear on the Customer List.

Customer List: the list of Customers who have bought a GMFS Funeral Plan provided to the Company on or about the Effective Date.

Effective Date: the date of execution of this deed.

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.

Excluded Liabilities: any liability of GMFS to pay any monetary sum (by way of reimbursement, compensation or redress) to a Customer for:

- (i) carrying on regulated activities without authorisation under s.19 FSMA;
- (ii) breach of the financial promotion restriction in section 21 FSMA;
- (iii) misrepresentation or misstatement by GMFS or any of its employees or agents in relation to the GMFS Funeral Plans; or

- (iv) contravention of any applicable law relating to the supply of goods or services or consumer protection;

in relation to the GMFS Funeral Plans.

Partly Paid Plan: a Funeral Plan Contract in respect of which payment has not been made in full by the Customer.

Post-July 2022 Plan: a Funeral Plan Contract entered into by a Customer after 29 July 2022.

GMFS Funeral Plan: a Funeral Plan Contract entered into by a Customer with GMFS on or before 29 July 2022 which is not a Partly-paid Plan and which appears on the Customer List.

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

Terms and Conditions: the terms and conditions of the Company applicable from time to time for Funeral Plan Contracts which can be seen at https://www.goldenleaves.com/wp-content/uploads/2024/04/GL_Terms_and_Conditions.pdf

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. the date of this instrument.

2. Undertaking and assumption of responsibility

2.1 The Company undertakes that on or after the Effective Date it will, in accordance with the terms of this deed, provide, or secure that another person provides, to a Customer an equivalent or substantially similar funeral to that agreed in the relevant GMFS Funeral Plan.

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 referred to in clause 2.1 by novation, assignment or operation of law.

2.3 For the avoidance of doubt, the sole obligation of the Company is to provide an equivalent or substantially similar funeral to that promised in the GMFS Funeral Plan. The Company does not assume any liability GMFS may have to Customers in respect of the Excluded Liabilities.

2.4 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 Customer acceptance or any other action on the part of the Customer.

2.5 For the avoidance of doubt, the undertaking of the Company shall not apply to:

- (a) Partly Paid Plans; or
- (b) Post-July 2022 Plans.-

3. The Agreed Funeral

3.1 The Agreed Funeral will be substantially on the terms agreed in the GMFS 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 Terms and Conditions unless materially inconsistent with the terms of the GMFS Funeral Plan.

4. The Agreed Funeral

Unless the Company notifies the Customer otherwise in accordance with FCA Rules, the Company shall appoint GMFS to perform funeral services in respect of the Agreed Funeral on its behalf, subject to any obligation the Company may have to appoint an alternative or substitute provider of funeral services under FCA Rules or the Terms and Conditions.

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 as a Deed by
GOLDEN LEAVES LIMITED
acting by Barry Floyd a director


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in the presence of:

Signature of witness:


.....

Name and address of witness:

FELICITY VAN DER WESTHUIZEN
.....

199 OSWARD COURT WOOD LANE, CRO 9HF
.....

Occupation of witness:

OFFICE MANAGER
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