



THE  
*Independent Way*

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Contact Frank at  
Bradley Funeral Directors  
Tel: 074 91 27878



*A* funeral plan *created* for you  
by your local funeral director

*In association with*

Golden Charter  
Funeral Plans



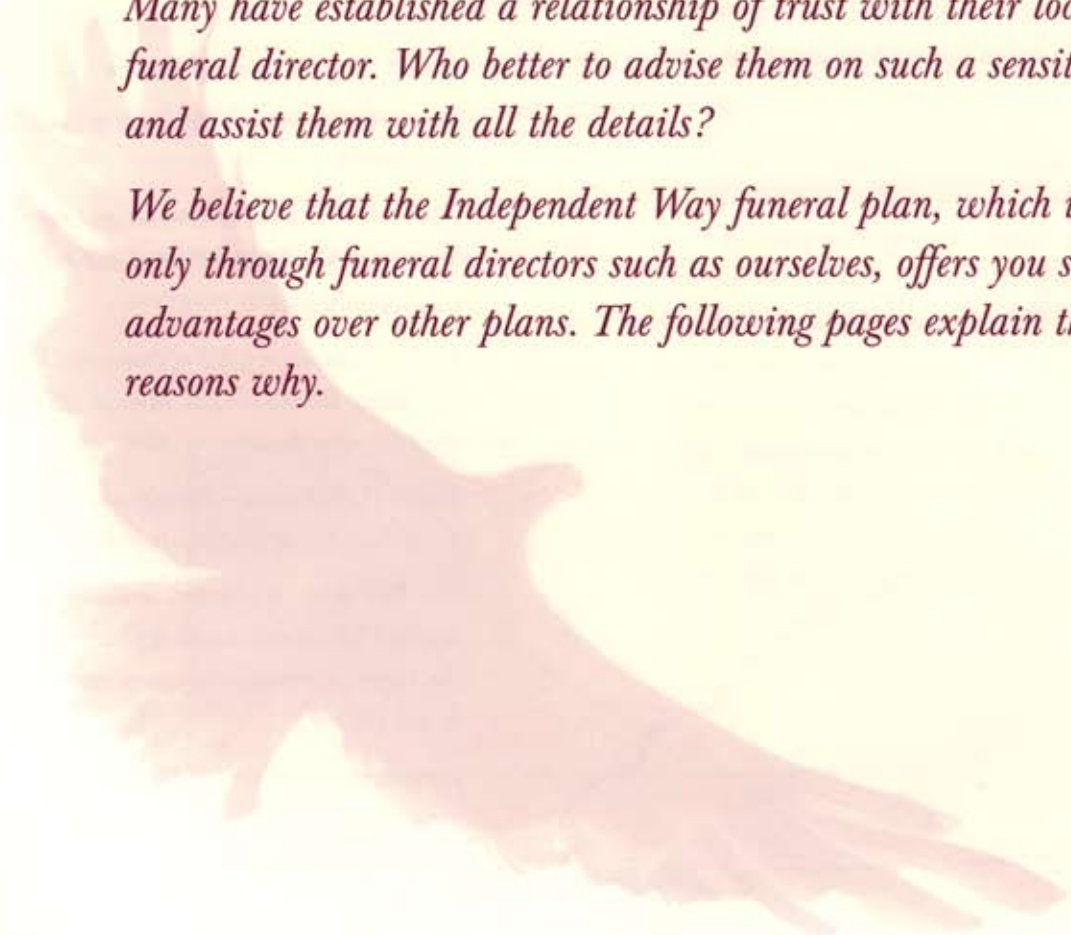
*“I would like to thank you for the ease in which we have been able to carry out these arrangements for our funeral plans.”*

*For many people, planning their funeral has become an established way of looking at the future, just like making a will.*

*Usually they have known the grief of bereavement and don't want their families to go through the stress of making arrangements.*

*Many have established a relationship of trust with their local family funeral director. Who better to advise them on such a sensitive topic and assist them with all the details?*

*We believe that the Independent Way funeral plan, which is available only through funeral directors such as ourselves, offers you significant advantages over other plans. The following pages explain the reasons why.*



*“Thank you for completion  
and certificates of my funeral  
arrangements with  
Golden Charter which gives  
me ease of mind.”*

## Planning your funeral: the Independent Way

*With the Independent Way plan, we will make sure that your loved ones will be spared much of the burden of organising a funeral. You'll have specified every detail in advance and taken care of all the costs that are within our control.*

### **A guarantee that covers all our services**

No matter how much our services may rise in cost in years to come, neither you nor your loved ones will be asked for a penny more for them. It's a guarantee that gives you peace of mind. You can be assured that your family will be spared what could be a financial worry.

There are some costs which we are obliged to pay on your behalf. They are known as disbursements and include the charges of cemeteries and crematoria, as well as doctors' fees for cremation certificates, the fees of clergy and the costs of newspaper notices and memorials. The amount of this expenditure is not within our control and may require a further payment at the time of need.

### **Financial Security**

You can be sure that your money will always be secure. We are proud of the fact that the Independent Way funeral plan is offered by Golden Charter, the leading independent funeral plan provider. Your payment will go directly into the Golden Charter Trust, which is a separate legal entity from Golden Charter, the company, and it will hold the money for your funeral on our behalf.

### **The Golden Charter Trust Fund Board of Trustees**

Harry S. Cathcart – *Chairman and Member of Help the Aged Board of Trustees*

Trevor G. Larman – *Chairman of Headlam Group PLC*

John Harris – *Funeral Director and Past President of the National Society of Allied and Independent Funeral Directors*

Kevin Williams – *CEO of Postal and Logistic Consulting Worldwide Ltd, Member of Help the Aged Board of Trustees*

David H. Williams – *Founder and formerly Chief Executive of Glasgow Investment Managers*

The Board has appointed, as Fund Managers, Baillie Gifford and Legal & General, two of the largest investment management houses in the UK.

Barnett Waddingham of Glasgow, the consulting actuaries, appraise the Fund performance regularly.

*65 For obvious reasons  
I shall be unable to thank you  
when the time comes to put  
the agreement into force!  
However I do thank  
you now.<sup>65</sup>*

### The proven value of funeral planning

On past evidence a pre-paid funeral plan gives you better value for money than high-interest building society accounts and insurance-based funeral expenses policies.

### Why should you pay for your funeral in advance?

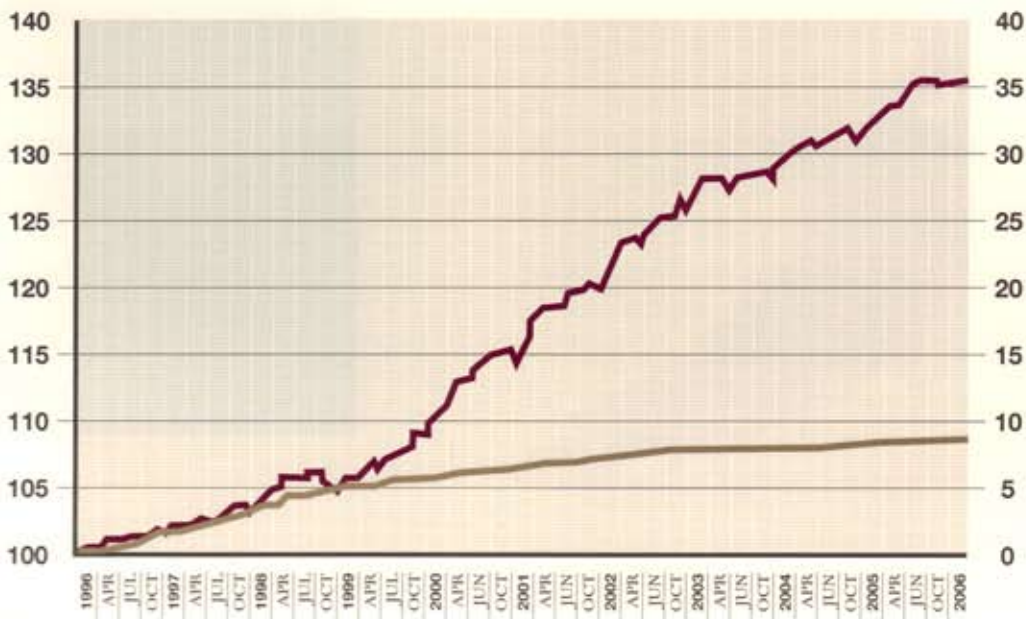
Would you do better to put your money in a bank or building society? History strongly indicates that the answer is no.

In recent years funeral expenses have increased in excess of inflation. This is mainly because of rises in the costs of disbursements, which are not within our control. Even high-interest bank and building society accounts have failed to keep up with these increases.

In comparison, on past evidence a pre-paid funeral is much better value. The graph shown here provides the proof.

Over the past ten years inflation has added **\*\*35.48%** to the cost of a funeral. If you had put your money in a building society account, it would not have kept pace. It would have risen by only **\*\*\*8.5%** as shown in the graph, a difference of **26.98%**. Based on the national average cost of a burial, excluding the grave, this represents a shortfall of **\*€883** and as much as **€1,009** in the Dublin area. This dramatic shortfall demonstrates why planning your funeral the Independent Way is the wiser way.

What about insurance-based 'funeral expenses' policies? They have two considerable disadvantages: they may not guarantee to cover funeral costs; and they don't allow you to specify the arrangements. If you are in reasonable health you may well end up paying much more in premiums than the insurance company will ever pay out.



*"I would fail in my duty to my late husband if I did not write and confirm our sincere thanks for the dignified way they carried out his funeral plan."*

## Your wishes fulfilled by a proven partnership

*Most people don't want to think about arranging their own funeral. That's natural. But there is some quiet satisfaction to be gained from putting your affairs in order and reflecting on the most appropriate arrangements.*

Many personal decisions have to be made. Your wishes are special – and you can be sure we will carry them out to the letter. We guarantee that your family or estate will not be asked for a penny more for the services you have selected that are within our financial control.

### **The funeral director's services typically offer:**

- Professional charges. These represent a high proportion of the funeral director's costs and include making all arrangements for burial or cremation.
- Conveyance of the deceased from the place of death to the funeral director's premises, a chapel of rest or other suitable location.
- Caring for the deceased and attending to the hygienic preparation necessary to allow viewing if requested by family or friends.
- Advice on the certification and registration of death and related documentation.
- Provision of a hearse and other funeral vehicles.
- Advice on bereavement counselling.



*Please accept my thanks  
and appreciation of how  
the funeral arrangements were  
conducted thanks  
to your plans... everything  
went so well.*

#### **A balanced approach to disbursements**

As stated on page two, disbursements are not within our financial control. These expenses, which are paid to third parties such as the cemetery, crematorium, doctors (for cremation certificates) and clergy, will be costed at today's prices in your plan.

Your payment will go into the Golden Charter Trust, which invests its funds in a cautious and balanced way with a view to maintaining a level of growth at least equivalent to the increases in inflation.

However, if at the time of need, the increase in disbursements is greater than the trust growth, we would have the option to approach the family for an additional amount.

#### **Disbursements may include:**

- Cemetery fee: the opening of an existing or new grave for burial or interment of cremated remains.
- Purchase of grave.
- Crematorium fee.
- Doctor's fees (applicable only to cremation).
- Hire of church or other venue.
- Fees of organist or soloist.
- Memorial, such as a headstone, entry in a book of remembrance or planting of a tree.
- Catering, floral tributes and newspaper announcements.



*“After my Dad made the arrangements he told me ‘you’ll be alright’. I can only say how very grateful I am to you.”*

#### **Why there is a Plan administration fee**

It is necessary for a one off plan administration fee (detailed in the application form) to be applied to the cost of every Independent Way plan. This includes complete provision for the following costs:

- Plan set-up and administration
- Independent actuarial consultancy fees
- Legal fees
- Professional fund management
- Independent auditors' fees




**IRISH ASSOCIATION OF FUNERAL DIRECTORS**

Golden Charter is an associate member of the Irish Association of Funeral Directors.





*“Thank you for your help  
in giving me peace of mind  
for my future.”*



## What if.....?

*The most common questions about the Independent  
Way funeral plan – and the answers*

**“What if I move to a different area?”**

You may select a different funeral director or amend the existing arrangements. Please notify ourselves or Golden Charter of any permanent change of address.

**“What if I’m not in good health?”**

Golden Charter promise to accept your application, regardless of your age or state of health.

**“What if I change my mind about the arrangements?”**

No problem. Your wishes are paramount. Simply speak to your selected funeral director or Golden Charter.

**“What happens to my money if something happens to Golden Charter?”**

The Golden Charter Trust is a separate legal entity. It would still continue even if Golden Charter (Ireland) Ltd were to cease trading, and it would pay for your funeral as and when required.

**“What if death occurs away from home?”**

This is a common concern among people who may frequently visit friends or relatives or go on holiday. If death occurs away from home anywhere within Ireland, Golden Charter will pay the removal charges. If you intend to travel overseas, perhaps remaining there for some time, we recommend that you ensure your travel or medical insurance policy includes full repatriation costs.

**“What if I want to take out a plan for someone else?”**

Complete the appropriate box on the application form, and we’ll arrange for all correspondence to be sent to you. Complete confidentiality is assured.

**“What if I live to be 100?”**

No matter how old you are, no matter how much funeral costs may rise, you and your loved ones will never be asked for a penny more for the services of the funeral director you have selected.

**“What if my circumstances change after I’ve purchased my plan?”**

If you settle in another country or experience any other change of situation which may necessitate a refund, Golden Charter will reimburse you the funeral director’s costs and disbursements in full if the plan is cancelled in writing within 28 days. After 28 days the administration fee will be deducted from the refund.

See Application Forms and Terms and Conditions 1.5.



*"Thanks for your assistance in helping me to deal with this matter. It made it so much easier to deal with my brother's funeral."*

## Would you like to talk more about it?

*We appreciate that the decision to buy a pre-paid funeral plan is not something to be arrived at lightly.*

If you'd like to discuss it in more detail, we will gladly meet you at our premises or in your home at any time you choose. Alternatively, you may prefer to talk about it over the phone. It doesn't matter how often you call us, we'll be delighted to help. Our sole aim is to help you arrive at a decision that will give you peace of mind.

### **What you'll receive**

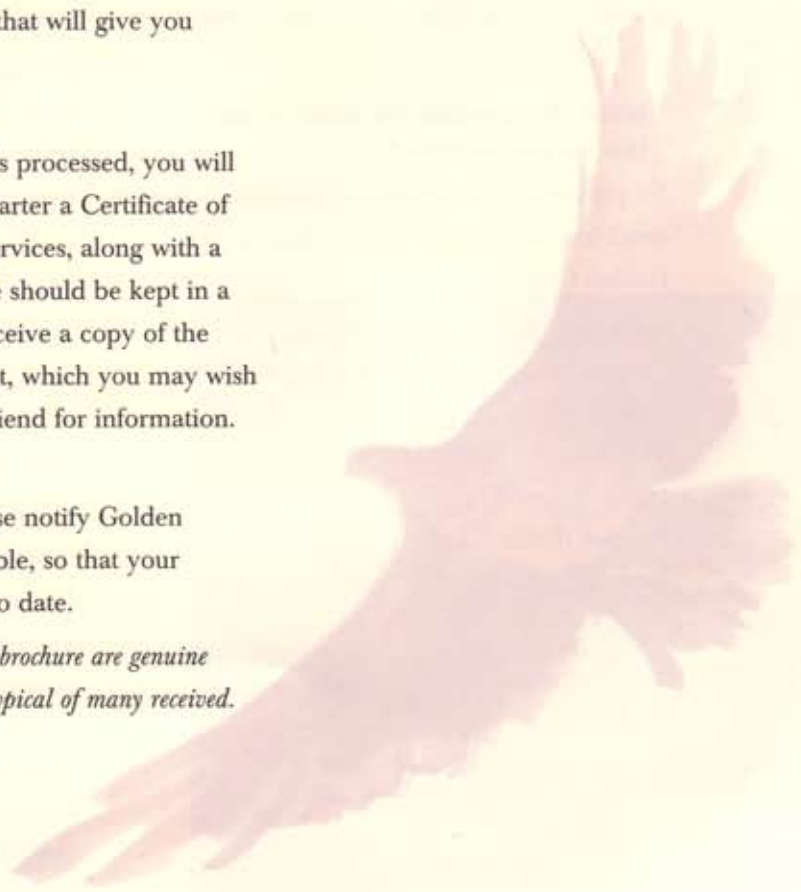
When your application is processed, you will receive from Golden Charter a Certificate of Entitlement to funeral services, along with a membership card. These should be kept in a safe place. You'll also receive a copy of the Certificate of Entitlement, which you may wish to give to a relative or friend for information.

### **Change of address**

If you move home, please notify Golden Charter as soon as possible, so that your records can be kept up to date.

*All the testimonials in this brochure are genuine and unsolicited. They are typical of many received.*

**If you'd like to speak to Golden Charter at any time please call the Helpline - free- on 1800 777 880.**





THE  
*Independent Way*

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*Terms and conditions*



*In association with*

**Golden Charter**  
Funeral Plans



# Independent Way Terms and Conditions

DEFINITIONS ARE TO BE FOUND IN SECTION

## 1 ACCEPTANCE BY THE COMPANY

- 1.1 The Member must enclose a cheque (made payable to the Trust) for the Initial Payment or Total Amount Payable with the completed *Independent Way Application Form*.
- 1.2 Within 28 days of receipt of a fully completed *Independent Way Application Form*, the Company will notify the Member of its acceptance or rejection (where the formalities and requirements for applications specified by the Company in the *Independent Way Application Form* have not been complied with) of the application. No contract will exist between the Company and the Member until the Company has notified the Member of its acceptance.
- 1.3 If an application is accepted, the Company will send the Member a personalised membership card and number and Certificate of Entitlements. If the Total Amount Payable is paid by instalments a provisional membership card will be issued which will be replaced by a membership card and a Certificate of Entitlements when the Total Amount Payable has been paid.
- 1.4 The Member must notify the Company in writing of any change of address or any of the Member's other details specified in the *Independent Way 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 an increase in the Funeral Director's Costs and/or Disbursements. If, as a result of a change of address, the Selected Funeral Director (acting reasonably) wishes to increase either or both of the Funeral Director's Costs or Disbursements, the Member must either pay such additional sums to the Trust as the Company may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.5.
- 1.5 A refund of all sums paid will be made to the Member or to the person who has paid for the Funeral Plan on the Member's behalf (in priority to the Member) provided that written notice of cancellation is received (from the Member or from the person who has paid for the Funeral Plan) by the Company within 28 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 28 day period has expired, the Company will retain the Plan Administration Fee and the Selected Funeral Director will retain the Funeral Director Arrangement Fee (if any) and these sums will be deducted from the sums to be refunded to the Member or to the person who paid for the Funeral Plan. No Funeral Plan may be cancelled after the death of the Member.

## 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.
- 2.2 The Member (and only 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 Disbursements, the Member must either pay such additional sums to the Trust as the Company may notify in writing within 28 days of such notification or the Funeral Plan will be cancelled and a refund made under Clause 1.5. 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 1.5.
- 2.3 The Company will use reasonable efforts to ensure that the highest quality of service is provided by the Selected Funeral Director.
- 2.4 None of the Member's Representatives may after the death of the Member, terminate the appointment of the Selected Funeral Director. If any Representative of a Member 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. No payment from the Trust's funds 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 Representatives 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 the Selected Funeral Director any difference between (1) the amount of Disbursements specified on the *Independent Way Application Form* as adjusted by the Trust Growth Factor and (2) the actual amount (if greater) of Disbursements incurred by the Company or the Selected Funeral Director in carrying out such funeral arrangements. Neither the Company nor the Selected Funeral Director will be responsible for any such difference.

### 3 GUARANTEE

- 3.1** The Company will ensure that the Selected Funeral Director provides the Company with a written undertaking by way of acceptance of the Funeral Director Terms and Conditions ("the Guarantee") confirming that the Selected Funeral Director will:
- (i) carry out the funeral of the Member in terms of the Funeral Plan and the Agreement; and
  - (ii) guarantee that (subject to Clauses 1.4, 2.2 and 2.5) the Funeral Director will not charge the Member or the Member's Representatives any additional sums in respect of the Funeral Director's Costs.
- 3.2** Where the Selected Funeral Director's appointment is terminated by the Member, the Company will ensure that, subject to the Member complying with Clause 2.2, when a replacement Selected Funeral Director is appointed the Guarantee given by the original Selected Funeral Director is replaced by a Guarantee in similar or identical terms given by the replacement Selected Funeral Director.
- 3.3** Provided that the Company has ensured compliance with Clauses 3.1 and 3.2 (as applicable) the Company will have no further financial obligation to the Member or the Member's Representatives in relation to the funeral arrangements of the Member on his/her death.

### 4 PROCEDURE ON DEATH

- 4.1** The Company will use all reasonable efforts to ensure that the Selected Funeral Director carries out the funeral arrangements of the Member in accordance with 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.
- 4.2** Should any extra item or service, not included in the Funeral Plan, be provided by a third party, neither the Company nor the Selected Funeral Director will be liable for any loss, damage, expense or inconvenience arising from that provision unless they were responsible for organising or providing these items or services under the Funeral Plan.
- 4.3** Neither the Company nor the Selected Funeral Director will be responsible for the loss of any valuables or items on display for private viewing in premises which are not owned or operated by them.

### 5 PAYMENT

- 5.1** Upon signature of the Application Form the Member is contractually bound to pay the Total Amount Payable but the Company may at its discretion accept payment by way of instalments.
- 5.2** 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 4.1 above provided that:-
- (i) any prior instalments or sums paid by the Member will be credited towards the cost of the funeral; and
- 5.3** 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.

### 6 GENERAL

#### 6.1 Costs

All costs, charges and expenses incurred in connection with the Agreement will be borne by the party incurring them.

#### 6.2 Applicable Law

The agreement shall be governed by the law of Ireland and the parties hereto submit to the exclusive jurisdiction of the Irish courts.

#### 6.3 Trust Arrangements

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:

- 6.3.1** to Selected Funeral Directors at the time of need under a Funeral Plan (or prior to the time of need in respect of any arrangement fee included in the Funeral Director's Costs);
- 6.3.2** to Members in respect of refunds under Clause 1.5;
- 6.3.3** to the Company in respect of its Plan Administration Fee; and
- 6.3.4** to the Company as a contribution towards the Company's overheads and operating expenses at a level agreed between the Company and the Trust and reviewed annually.

## DEFINITIONS

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

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

**"Plan Administration Fee"** – means the sum charged by the Company for administration and management of the Funeral Plan and its implementation as specified in the *Independent Way Application Form*;

**"Independent Way Application Form"** – means the application form for an Independent Way Funeral Plan in the form specified by the Company;

**"the Company"** – means Golden Charter (Ireland) Limited, PO Box 9480, Freepost, Dublin 2.

**"Adjusted Amount"** – means in respect of any Funeral Plan the sum of the Funeral Director's Costs (excluding any arrangement fee element already paid) plus Disbursements (in both cases as detailed in the *Independent Way Application Form* and adjusted where applicable under the Terms and Conditions) adjusted by the Trust Growth Factor;

**"Disbursements"** – means the costs, fees, charges and expenses to be incurred by the Company or the Selected Funeral Director to third parties as specified in the *Independent Way Application Form*;

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

**"Funeral Director Terms and Conditions"** – means the terms and conditions applicable to and accepted by a Selected Funeral Director in respect of each Funeral Plan and forming part of the Agreement;

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

**"Initial Payment"** – means, where the Member is making payment by instalments, the first payment to be made by the Member;

**"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 any of the executors, trustees, successors, next of kin, family or beneficiaries of the Member;

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

**"Terms & Conditions"** – means the *Independent Way Terms and Conditions* as current from time to time.

**"Total Amount Payable"** – means (whether or not payment is made by instalments) the total sums payable by the Member for any Funeral Plan under the Agreement being the Plan Administration Fee, the Funeral Director's Costs plus Disbursements as detailed in the *Independent Way Application Form* (subject to Clause 2.5) and any sums due under Clauses 1.4 and 2.2;

**"Trust"** – means The Golden Charter Trust;

**"Trust Growth Factor"** – means, in respect of any Funeral Plan, the factor, as confirmed by the Company (on the advice of the actuaries of the Trust and with the guidance of the trustees of the Trust) applicable as at the date of death of the relevant Member having regard to (1) the growth in the Independent Way (Ireland) sub fund of the Trust in the period between the application for the relevant Funeral Plan being accepted by the Company and the date of the regular actuarial review date immediately prior to the date of death of the relevant Member; and (2) any other factors considered relevant by the actuaries and/or trustees of the Trust.

# Funeral Director Terms & Conditions

## The Independent Way Funeral Plan

Words and expressions defined in the *Independent Way Terms & Conditions* have the same meaning in this acceptance; further definitions are contained at the end of these *Funeral Director Terms and Conditions*.

1. By signing the *Independent Way Application Form* the Selected Funeral Director accepts the terms of the Guarantee specified in Clause 3.1 of the Terms & Conditions 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).
2. The Selected Funeral Director undertakes that he or she 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.
3. Upon completion of the Member's funeral arrangements the Selected Funeral Director will (appointing the Company as his agent to collect payments) invoice the Trust for the Adjusted Amount subject (1) to the Selected Funeral Director having no recourse against the Company or the Trust in the event that the Adjusted Amount as confirmed by the Company from time to time 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 1.4, 2.2 or 2.5 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 on the *Independent Way Application Form* (as adjusted in accordance with Clause 2.5 of the Terms & Conditions) and the actual level of Disbursements at the time the funeral arrangements of the Member are carried out.