

BELL LAMB & TROTTER PREPAID FUNERAL ARRANGEMENT DEED

Between: [_____] (the Applicant)

And

BELL LAMB & TROTTER (2014) LIMITED (the Funeral Director)

And

BELL LAMB & TROTTER TRUSTEE LIMITED as trustee of the Bell Lamb & Trotter Prepaid Funeral Trust (the Trustee)

BACKGROUND

- A. The Funeral Director provides funeral and memorial, cremation and burial and other related services in the event of the death of a person.
- B. The Applicant wishes to make arrangements to prepay for the services of the Funeral Director in the event of their death.
- C. The Funeral Director has requested that any funds paid by the Applicant in advance of their death for their Funeral Arrangements be paid to the Trustee to be held by the Trustee upon trust upon the terms, with and subject to the powers and discretions specified in the Bell Lamb & Trotter Prepaid Funeral Trust created by Declaration of Trust dated Thursday, July 2, 2020, (the Declaration of Trust).
- D. The Trustee has agreed (as recorded in the Declaration of Trust) to hold the any funds paid to the Trustee by the Applicant together with any interest accumulated thereon upon the terms and with and subject to the powers and discretions set out in the Declaration of Trust and to pay those funds to the Funeral Director in accordance with the terms of this deed and the terms of the Declaration of Trust.

OPERATIVE PART

1. In this deed, unless the context otherwise requires:

“Funeral Arrangements” means in respect of an Applicant, the provision by the Funeral Director of professional funeral services carried out in accordance with this deed and any written instructions given to the Funeral Director by the Applicant including (but not limited to):

- (a) a funeral, memorial or such other service and activities;
- (b) the purchase of a plot (either prior to or following the death of the Applicant); and
- (c) the provision of a suitably inscribed headstone, plaque or other grave work (including the repair of any existing grave work).

“Funeral Director” means Bell Lamb & Trotter (2014) Limited.

“Funeral Arrangement Deed” means this deed.

2. The Applicant agrees to pay and the Trustee agrees to hold the sum of \$[] (the Funds) and any interest accumulated thereon upon trust for the Applicant on the terms and with and subject to the powers and discretions set out in this deed and the Declaration of Trust.
3. Following the death of the Applicant the Trustee agrees in accordance with the provisions of the Declaration of Trust to pay the Funds together with any interest accumulated thereon to the Funeral Director for the provision of the Funeral Arrangements specified in the Schedule of this deed.
4. In consideration of the Applicant agreeing to pay for the provision of the Funeral Arrangements in advance the Funeral Director agrees to provide, in accordance with the terms of this deed and the Declaration of Trust, the Funeral Arrangements.
5. The Applicant acknowledges that:
 - (a) the Funds will be held by the Trustee in accordance with the terms and with and subject to the powers and discretions set out in this deed and the Declaration of Trust;

- (b) the Trustee will make payment of the Funds and any interest accumulated thereon to the Funeral Director in accordance with clause 8.1 and 8.2 of the Declaration of Trust for the provision of the Funeral Services provided by the Funeral Director;
 - (c) to the extent the Funds and any interest accumulated thereon are not sufficient to cover in full the cost of the Funeral Arrangements as specified in this deed, the Funeral Director reserves the right to invoice the Applicant's Estate for any additional costs incurred in the provision of those arrangements.
 - (d) any balance of the Funds left after payment to the Funeral Director will be paid to the proven administrator of the Applicant's Estate (including the Solicitor or Executor of the Applicant).
6. The Funeral Director acknowledges that the Funds will not be released to the Funeral Director until the conditions in clauses 8.1 and 8.2 of the Declaration of Trust have been satisfied.
7. No fees are charged by the Funeral Director or the Trustee for either the set up or ongoing administration of the Fund.
8. Where this deed is executed on behalf of the Applicant (for example by the Applicant's Property Attorney appointed pursuant to an Enduring Power of Attorney for Property) a certified copy of the Enduring Power of Attorney (or such other document which records the authority to execute a document on behalf of the Applicant) shall be provided to the Funeral Director and the Trustee.
9. The Applicant acknowledges and agrees that the terms of this arrangement are subject to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("the Act") including any regulations made under the Act. In order to comply with the Act the Trustee is required from time to time to obtain or verify any documents, data or information for the purpose of carrying out due diligence on persons on whose behalf the Trustee is holding Funds. For the purpose of complying with the due diligence requirements under the Act the Applicant (including persons acting on their behalf) agree to provide any data, documents or information as requested by the Trustee.

Deed dated this

day of

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