INVOCARE MEMORIAL PARKS & GARDENS

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Funeral Director Trading Terms Agreement

Parties

InvoCare (IVC)

Name: Invocare Australia Pty Ltd
ABN: 22 060 060 031
Address: Level 6, Building A, Rhodes Quarter, 1 Homebush Bay Drive, Rhodes NSW 2138

AUTHORISED REPRESENTATIVE

TELEPHONE

EMAIL

Funeral Director (FD)

LEGAL NAME (Name of sole trader or company's full name including PTY/LTD or LTD)

ADDRESS

TRADING NAME/BUSINESS NAME

AUTHORISED REPRESENTATIVE

POSITION

ABN

TELEPHONE

EMAIL

Background

The FD is contractually engaged by third parties to carry out funeral and memorial services (Engagement).

The FD carries on a business of managing funeral and memorial services.

IVC carries out the businesses of:

1. Management and maintenance of memorial parks (Locations)
2. Development and Sale of cremation and burial sites
3. Provision of burial, cremation and auxiliary services including chapel hire, catering and lounge hire (IVC Services).

The FD wishes to use the Locations and the IVC Services for Engagements.

IVC agrees to allow the FD to use the IVC Locations and will provide the IVC Services for the purpose of the FD's Engagements subject to these terms and conditions and any agreed written correspondence between the parties after the execution of these Terms and Conditions.

Booking

An Engagement made by the FD utilising IVC Services to provide funeral and memorial services to third parties.

Location

Any Memorial Park owned or operated by IVC

or

NAME OF MEMORIAL PARK(S)

If FD is to be restricted to a specific park or geography

Term

From date of execution of these Terms until terminated in accordance with clauses 4.4 or 4.5.

IVC Services

IVC offers the IVC Services which may include:

1. Chapel Hire
2. Chapel Funeral Service;
3. Grave Site/Memorial Funeral Service;
4. Cremation;
5. Burial;
6. Venue hire and Catering for wake services

as specified in the scope of the services requested in the Booking.

FD Services

The FD will be providing the following services in respect of the Engagement:

1. Manage and conduct funeral or burial services at the agreed IVC locations;
2. Arrange preparation and transportation of the deceased on IVC locations or such other locations as are agreed between the parties;
3. Manage the needs and conduct of attendees during the Engagement.

Fees

Fees for IVC Services are as published on each Location website at the time of the engagement booking.
Changes in pricing will be updated on the Location website and notified to FDs.

Payment Terms

As per terms on Invoice.

Required Insurance

FD are required to carry the following insurance amounts:

Public and Products Liability Insurance with a minimum limit of $20,000,000 for any one occurrence.

Insurance covering Motor Vehicle Third Party Injury and Property Damage with a minimum limit $20,000,000 for any one occurrence.

Professional Indemnity insurance with a minimum cover of $10,000,000 for any one claim.

By executing these Trading Terms Agreement (including by electronic means), the Funeral Director acknowledges that it has read, understood and agrees to accept and be bound by these Trading Terms which are legally binding from the date of execution.

SIGNED FOR IVC BY AN AUTHORISED OFFICER		SIGNED FOR THE FD BY A DULY AUTHORISED REPRESENTATIVE	
NAME OF OFFICER	DATE	NAME OF REPRESENTATIVE	DATE
TITLE		TITLE	

TERMS AND CONDITIONS

1. Provision of Services at the Location

1.1 The FD wishes to utilise IVC Location and IVC Services to conduct engagements (Bookings) during the period covered by this agreement:

1.2 Bookings must be requested, in writing (or through IVCs booking portal), using the form set out in the agreement details.

1.3 The FD acknowledges that all Bookings are subject to availability and IVC has the right to reject any Booking.

1.4 A Booking accepted by IVC will be subject to these Terms and Conditions, as updated or amended from time to time.

1.5 If IVC updates its Terms and Conditions these will be notified to the FD and continued use of the IVC Services and Location indicates an acceptance to be bound by them.

2. Obligations

2.1 IVC will grant the access to the Location and provide the IVC Services as agreed between the parties subject to these Terms and Conditions.

2.2 IVC reserves the right to make any reasonable changes to the Booking.

2.3 IVC may conduct a credit check on the FD before accepting a Booking. By signing this agreement, and subject to the terms of IVC Privacy Policy, the FD authorises IVC to use the information provided to conduct a credit check from one or more reporting agencies.

2.4 The FD is obliged to:

(a) provide its services pursuant to its Engagement; and

(b) satisfy all its obligations under these Terms and Conditions.

2.5 FD is responsible and liable for:

(a) the conduct of the Event attendees during the Booking;

(b) ensuring that, where a burial is to take place as part of the Event that the deceased has a right of interment at the Location; and

(c) complying and ensuring the Event attendees comply with, all reasonable directions given by IVC in respect of the Booking.

3. Warranties and Compliance

3.1 The FD warrants that it:

(a) has the right and authority to enter into these terms and conditions and holds all necessary licences, permits, consents and authorisations required from any authority;

(b) has the Required Insurances;

(c) will comply with IVC policies and procedures and standard operating procedures as notified by IVC from time to time (including in previous engagements between the FD and IVC); and

(d) will not hold itself out to be an agent, employee or partner of IVC and it will not use the IVC brand for any reason other than for the purpose of Booking.

3.2 The FD must procure that officers, employees, secondees, agents, principals, contractors (who are individuals) subcontractors and Event attendees during the Booking (**Personnel**):

(a) comply with all applicable laws, regulations, Australian standards, applicable industry standards and other legal requirements including industrial awards and requirements that may relate to the provision of the Engagement and/or the Booking, (for FD, this includes the Australian Funeral Directors Association Code of Ethics); and

(b) when entering, using or accessing any of IVC's equipment, facilities, sites, premises or computer systems, comply with work health and safety legislation and any on-site safety procedures or site induction training specified by IVC, and comply with any security, administrative and other reasonable requirements and directions provided by IVC from time to time.

4. Fees and Invoicing

4.1 IVC will issue an invoice for Engagements to the FD as set out in the Payment Terms.

4.2 IVC will issue a monthly statement to the FD which will summarise all the IVC Services provided to the FD and the amounts invoiced, paid and outstanding.

4.3 Invoices must be paid on the earlier of (**Due Date**):

(a) 30 days of the issue date of the invoice; and

(b) the specified due date on the invoice.

4.4 If any invoice(s) remain unpaid after the Due Date, IVC may, with five days written notice:

(a) cancel any of the FD's Bookings (including any other bookings the FD has with IVC); and/or

(b) cancel any of the FD's Associate's (as defined in section 318 of the Income Tax Assessment Act 1936 (Cth)) and/or Related Body Corporate's (as defined in section 9 of the Corporation Act 2001 (Cth)) Bookings.

4.5 If any amounts remain unpaid for 14 days after the Due Date, IVC may refer the debt to a debt collection agency and if IVC need to do this to recover payment you agree that you must pay any reasonable costs IVC incur in the recovery of the unpaid amounts, including the agency's fees, associated legal fees and the cost of proceedings on an indemnity basis.

4.6 IVC reserve the right to:

(a) cancel a booking if IVC reasonably determines that FD's credit history is unsatisfactory; and

(b) share any nonpayment information in respect of any invoice issued by IVC to FD with the relevant reporting and industry agencies.

(c) Cancel this agreement and / or suspend an FD's access to an IVC Location or services if the FD's account becomes overdue or the FD is in breach of any terms of this agreement.

5. Indemnities

5.1 The FD performs its obligations under these Terms and Conditions at its own risk and releases IVC from any claim or liability for any loss, damage or injury arising out, or in connection with, of the FD's actions/inactions under or relation to the Engagement and/or Booking.

5.2 The FD must indemnify and keep indemnified IVC from and against any liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including legal fees and expenses), demands, claims and proceedings of any nature incurred by IVC and arising directly or indirectly out of or in connection with:

(a) any third-party claim or suit for alleged infringement of any intellectual property rights relating to the Engagement and/or Booking and will assume the defence of any and all such suits and will pay all incidental costs and expenses;

(b) any failure in respect of the Booking (except where IVC was negligent and the sole contributor); and/or

(c) recovering any monies owed from valid invoice(s) issued by IVC to the FD.

6. Notices

6.1 A notice given under this agreement must be in writing and delivered to a party:

(a) by hand; or

(b) by email to that party's email address specified at the start of this agreement (or to an alternate address notified to the party giving the notice).

6.2 A notice is taken to be duly given and received if:

(a) delivered by hand – when it is delivered; and

(b) delivered by email - on the business day after it is despatched provided that the sender does not receive a message to the effect that the sender is 'out of office' or that delivery has failed.

7. General

7.1 The FD acknowledges, and it will make it known to its clients, it is an independent contractor and not an agent or employee of IVC.

7.2 The FD agrees that IVC's Related Body Corporate's (as defined in section 9 of the Corporation Act 2001 (Cth)) may make use of and receive the benefit of the Bookings. An act or omission of a IVC related body corporate is deemed to be an act or omission of IVC, and IVC's related bodies corporate will have no liability to the FD.

7.3 The FD must not directly or indirectly sub-contract or assign any rights under these Terms and Conditions without obtaining IVC's prior written consent.

7.4 The FD must not make, publish or communicate any statement (including on social media) that is false, misleading or disparaging or reasonably likely to damage the reputation of InvoCare, its related bodies corporate, or their employees, contractors or agents, in connection with any engagement under these Terms.

7.5 These Terms and Conditions must be governed by and construed according to the laws of New South Wales and the Commonwealth of Australia and the parties must submit to the non-exclusive jurisdiction of the Courts of New South Wales.

7.6 No amendment of these Terms and Conditions will be of any force or effect unless in writing signed by an authorised representative.