BROULEE MEMORIAL GARDENS

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Cremation Contract

1. Contract Statement

This Contract gives You, as the person named in this Contract, the right to receive the cremation service from Broulee Memorial Gardens.

Your Funeral Director (who will act as Our Authorised Agent) will complete this Contract, in conjunction with other regulatory paperwork, with You for the cremation service You are requesting which includes specific details required by Us to confirm and provide the service.

In this Contract these defined terms have the following meanings:

Applicant (or You or Your): The person who buys cremation services, and the person being the cremation applicant for the purpose of the *Public Health Regulation 2022*.

Authorised Agent: The Funeral Director authorised to act on behalf of the Operator.

Cremation: A process for reducing bodily remains.

Crematorium: A building where deceased persons are cremated.

NSNA: No Service No Attendance

Operator's register: A register kept by a cemetery or crematorium operator, in line with *Section 63 of the Cemeteries and Crematoria Act 2013 (NSW)*.

2. Applicant Details

GIVEN NAME/S | FAMILY NAME | RELATIONSHIP TO DECEASED

ADDRESS | POSTCODE

EMAIL | CONTACT PHONE NO

3. Deceased Details

GIVEN NAME/S | FAMILY NAME | AGE

DATE OF BIRTH | DATE OF DEATH

4. Any Additional Requirements

RELIGIOUS AND CULTURAL REQUIREMENTS

ABORIGINAL CULTURAL OR SPIRITUAL REQUIREMENTS

Are you requesting a shrouded cremation? ☐ Yes ☐ No

We will take all reasonable steps to ensure that our cremation services meet any religious or cultural requirements communicated to us by Your Funeral Director.

5. Cremation Service Prices

(Funeral Director to tick all that apply)

CREMATION FEES	INC. GST
Cremation & chapel service	
☐ Weekday—Adult	$1,615.00
☐ Weekend/Public Holiday—Adult	$2,450.00
☐ Weekday—Child (2 to 12 yrs)	$450.00
☐ Weekday—Infant (under 2 yrs)	No Charge
☐ Weekend/Public Holiday—Child (2 to 12 yrs)	$710.00
Cremation only	
☐ Weekday—Adult	$1,115.00
☐ Weekend/Public Holiday—Adult	$1,500.00
☐ Weekday—Child (2 to 12 yrs)	$435.00
☐ Weekday—Infant (under 2 yrs)	No Charge
☐ Weekend/Public Holiday—Child (2 to 12 yrs)	$685.00
Witness of insertion (Must be booked prior to service) In addition to cremation & chapel fees	
☐ Weekday, Weekend & Public Holiday	$480.00
☐ Government Levy—Cremation service (see note below)	$47.30

* Government Levy—The levy does not apply to interment services for destitute people or for children under 12 years old.
* Cremations for persons over the age of 12 are subject to Adult pricing.
* 'Cremation & chapel service' fees include a Chapel Service of one time slot.
* Cremation and burial services may be held from 8:00am weekdays & 9:00am weekends.
* We do not typically provide infant cremations on weekends.
* Merchant fees are now applicable to all payments made via credit card and Union Pay. Payments made by debit cards, BPAY, cash and cheque are free of charge. All major credit cards 1.04%, Union Pay 5.644%.

Total price for services selected: $ _____

Inclusive of GST

Additional services, such as extra chapel time, are charged as additional fees and are not listed above. These different services, and your use of these services, are unique to your booking at each of our locations. Our Service and Memorial Prices are available via our website www.mymemorial.com.au.

We will invoice Your Funeral Director for the cremation services you choose with us. Your Funeral Director will include the final price to be charged by us in this contract. Note, this price may vary due to, but not limited to, a change of day or extension of time.

6. Privacy and Collection of Information

The personal information collected in this Contract is collected and used to allow Us to provide the services to You. We manage the collection and use of this personal information in accordance with our privacy policy and privacy legislation. We may need to share it with other regulatory authorities, if the law requires Us to do so. For further information, please refer to Our Privacy Policy located at www.mymemorial.com.au.

We will use the contact details set out in the Contract, or the updated contact details You have given us, to contact You. Please make sure that We have correct and up-to-date details (including contact details) for You and the person to be cremated which is necessary for Us to provide the cremation services. Please contact Us if you wish to check, update or correct any of the personal information You have provided.

7. Cremated Remains

In accordance with *NSW Public Health Regulations 2022*, We have the right to dispose of cremated remains if these are not collected within a reasonable time and must provide You with 14 days' notice of disposal.

We hold cremated remains for up to 12 months for collection. During this time, we encourage You to contact our Memorial Park to discuss your memorialisation options.

8. Consumer Protection, Disputes and Complaints

We will follow all relevant laws in providing You with the services included in this Contract. This includes complying with Australian Consumer Law, Australian privacy law, work health and safety law, the *Cemeteries and Crematoria NSW Act*, and public health laws.

Nothing in the contract changes or limits Your legal rights as a consumer. Find out more about these rights at www.accc.gov.au/consumers/buying-products-and-services.

If You are not satisfied with the resolution of a complaint You can refer to Our Feedback Management Policy (available on mymemorial.com.au) on the dispute resolution process available to You. If a dispute arises in relation to any matter regarding the services or this Contract, We will follow the dispute resolution process set out in that policy.

You may also refer the matter to Cemeteries & Crematoria NSW, the government regulator of cemeteries and crematoriums, by visiting www.cemeteries.nsw.gov.au.

The laws of New South Wales govern this Contract. If You or the Operator are unhappy with the dispute resolution outcome and the complaint is taken to court, You and the Operator agree to the jurisdiction of the courts of New South Wales.

9. Applicant Declaration

You confirm and declare that:

a) You understand the information provided to You about the cremation service being offered by the Operator.

b) You have had reasonable time to read the information, ask questions, and seek advice about the terms of this Contract.

c) Before accepting the terms of this Contract, You were given information about the cremation service and pricing charged by the Operator.

d) All information You have provided in this Contract or other documents, is true and correct.

e) You provided consent to the funeral director to share Your personal information and the personal information of the deceased person with Us.

f) You understand that this Contract does not list prices charged by the Funeral Director. Invoicing for the cremation service will be issued by Your Funeral Director.

APPLICANT FULL NAME

DATE

10. Funeral Director Declaration

Funeral Director (as the Authorised Agent) confirms the following:

a) In accordance with the *NSW Public Health Regulation 2022*, the Applicant is either an Executor, relative, or proper person (not a Funeral Director, except in the circumstance of a destitute cremation).

b) Before signing this Contract, I have provided You with information about the cremation service and pricing charged by the Operator and how this will be charged to You.

c) I explained the terms and conditions of this Contract to You.

d) I provided You reasonable time to read the information, ask questions, and seek advice about the terms of this Contract.

e) I am authorised by the crematorium Operator to act on their behalf.

f) I have explained that the Operator will issue their invoice for the cremation service to me (the Funeral Director).

FUNERAL DIRECTOR NAME AND POSITION

DATE

CCD-037-V6.2BL