
Cemeteries & Crematoria NSW

Department of Planning and Environment

www.cemeteries.nsw.gov.au

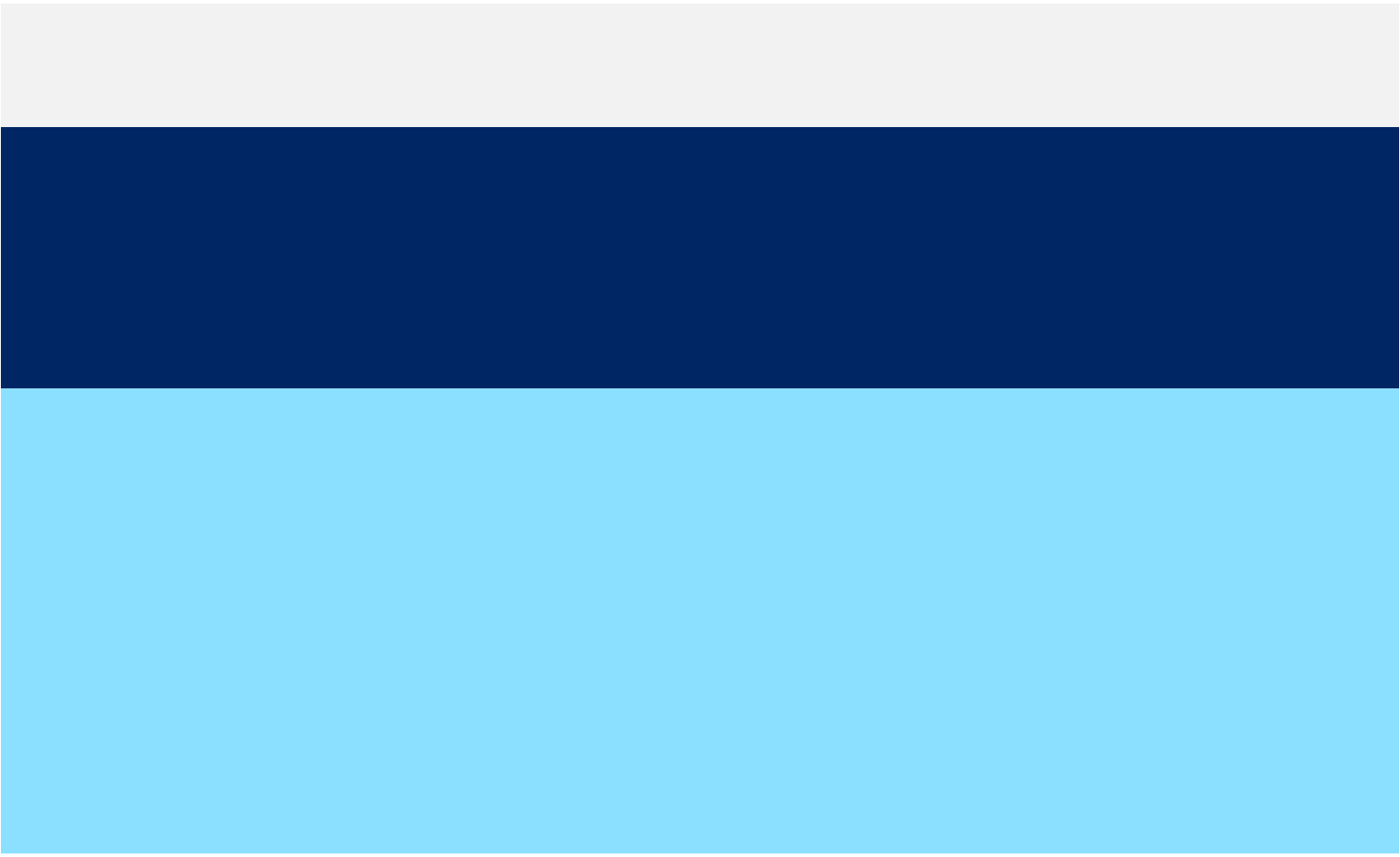


Licence Conditions for Operators of Cemeteries and Crematoria

Pursuant to the *Cemeteries and Crematoria Regulation 2022*

V2.4 December 2023

As approved 11 December 2023





Acknowledgement of Country

Cemeteries & Crematoria NSW acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land and we show our respect for Elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

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Introduction

The *Cemeteries and Crematoria Regulation 2022* provides that the Cemeteries Agency can impose licence conditions related to the following:

- Consumer contracts
- Cemetery maintenance
- Pricing transparency
- Customer service
- Religious and cultural principles
- Aboriginal cultural and spiritual principles

This document outlines the licence conditions that the Cemeteries Agency will apply to each category of licence for cemetery and crematorium operators ('the General Conditions'). Each licence condition consists of a guiding principle and detailed requirements for compliance with the condition. Both the guiding principle and the requirements form part of the condition.

The conditions will take effect over various dates ('the Effective Date'), as specified and approved by the Board of the Cemeteries Agency. Licenced operators must comply with the relevant condition on and from the Effective Date set out in this document.

If a condition does not apply to a licence, the Cemeteries Agency considers compliance with all conditions is best practice. They encourage operators to carry out business having regard to such conditions even when they do not apply as part of the licence.

The General Conditions do not change the requirement for all operators to comply with all applicable State and Commonwealth laws.

The Cemeteries Agency approved this document on 11 December 2023.

Any updates to this document will be published on the Cemeteries Agency website and notified in writing to any affected licence holders.

Guidance materials published on the Cemeteries Agency's website are intended to assist operators to comply with these conditions.

Interpretation

In these General Conditions, terms and phrases have the meaning set out in the glossary.

Unless the contrary intention is specified in these conditions, words and phrases used in this document have the same meaning as in *Cemeteries and Crematoria Act 2013* and the regulations made under that Act.

If a cemetery operator provides interment services at more than one Site, the conditions applying to the operator's licence apply to each Site, unless the Cemeteries Agency provides that different conditions apply in respect of different Sites specified in the licence.

Glossary

Term	Meaning
Ancillary Provider	Refers to a provider that provides goods and/or services related to the interment services provided by the Operator (including but not limited to gravediggers, memorial masons)
Authorised Agent	Means an agent, authorised by an Operator to fulfil the requirements of condition A.2.1 on behalf of the Operator
Basic Adult Burial	<p>Refers to the least expensive bodily interment service that is available for a Customer to purchase from the Operator.</p> <p>At a minimum, the Basic Adult Burial consists of:</p> <ul style="list-style-type: none">• interment right - the right to bury remains in a specified place,• burial - the placement of one or more sets of human remains in a grave or plot in accordance with the interment right.

Term	Meaning
Basic Ash Interment	<p>Refers to the least expensive ash interment service that is available for a Customer to purchase from the Operator.</p> <p>At a minimum, the Basic Ash Interment consists of:</p> <ul style="list-style-type: none"> • interment right – the right to interment of ashes above or below ground at a specified place, • interment – the placement of one or more sets of ashes in accordance with the interment right.
Basic Cremation	<p>Refers to the least expensive cremation only service available for a Customer to purchase from an Operator.</p> <p>At a minimum, the Basic Cremation consists of:</p> <ul style="list-style-type: none"> • a cremation fee for the service of cremating human remains; and • any other fees for the cremation that are not provided by another party (such as a funeral director).
Cemeteries Agency	Cemeteries and Crematoria NSW constituted by section 6 of the <i>Cemeteries and Crematoria Act 2013</i> .
Condition	A condition or conditions specified in the General Conditions.
Consumer Contract	A contract between an operator and a Customer for or in relation to the provision of interment services.
Cremation Only	Cremation Only means the provision of cremation and associated services (such as transport, provision of an urn), but excluding ash interment.
Cremation Only Operator	Is an Operator that provides cremation services but does not offer ash interment.
Customer	A person or persons seeking, or entering, a contract to be provided an interment right or interment service either for their own benefit or for that of another person or persons.
Inactive	In relation to a Site, or part of a Site, means the Site is at capacity or at which no further interments are intended to be carried out.

Term	Meaning
Operator	<p>The holder of a cemetery operator licence, granted under the <i>Cemeteries and Crematoria Regulation 2013</i>. When used within the terms of a Condition, it means the cemetery operator to whom the condition applies.</p> <p>A reference to an Operator includes a Cremation Only Operator.</p>
Price Breakdown Template	Approved format for breaking down prices to comply with the Pricing Transparency conditions (Condition C.1)
Site	<p>In relation to a cemetery, includes all of the land comprising the cemetery</p> <p>This is also referred to as a ‘facility’ in the CCNSW activity reporting and licensing processes.</p>

Categories of Licence Conditions

Before granting a licence to an operator of a cemetery, the Cemeteries Agency will determine a category of conditions applicable to the licence. The relevant applicable category will be determined in accordance with the Cemeteries Agency’s Cemetery Operator Licence – Categorisation Policy. Table 1 specifies licence conditions that apply in respect of a particular category.

The Cemeteries Agency may consider the following in determining the appropriate category of conditions applicable to a licence:

- the volume of interments likely to be carried out during the term of the licence
- the total number of existing interments and likely future interments
- the compliance history of the Operator
- the heritage value of the Site
- whether the Operator intends to operate a cemetery and/or a crematorium
- any other relevant information.

Table 1: Application of conditions

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
A. Consumer Contracts	A.1	Yes	Yes	Yes	No
	A.2	Yes	Yes	Yes	No
	A.3	Yes	Yes	No	No
B. Cemetery Maintenance	B.1	Yes	Yes	Yes	Yes
	B.2	Yes	Yes	No	No
	B.3	Yes	Yes	No	No
	B.4	Yes	Yes	No	No
	B.5	Yes	Yes	No	No
	B.6	Yes	No	No	No
C. Pricing Transparency	C.1	Yes	Yes	No	No
	C.2	Yes	Yes	No	No
	C.3	Yes	Yes	No	No
D. Customer Service	D.1	Yes	Yes	Yes	No
	D.2	Yes	No	No	No
	D.3	Yes	Yes	Yes	No
	D.4	Yes	Yes	Yes	No
	D.5	Yes	Yes	Yes	No
	E.1	Yes	Yes	Yes	No

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
E. Religious, Cultural and Spiritual Principles	E.2	Yes	Yes	Yes	No
F. Reporting Obligations	F.1	Yes	Yes	Yes	No
G. Prohibition of Interment Services	G.1	No	No	No	Yes

Licence Conditions

A. Consumer Contracts – commencing 1 July 2024

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
A. Consumer Contracts	A.1	Yes	Yes	Yes	No
	A.2	Yes	Yes	Yes	No
	A.3	Yes	Yes	No	No

A.1 Operator must comply with pre-contract requirements and ensure Consumer Contracts are transparent and clear

The Operator must ensure that Consumer Contracts are transparent, clear and expressed in reasonably plain language likely to be understood by the average Customer.

Words or phrases used in a Consumer Contract that have a particular meaning when used in connection with the interment industry should be defined in the contract.

Before offering, negotiating, or entering into, a Consumer Contract, the Operator must provide the Customer with information about the Basic Adult Burial; Basic Ash Interment; and/or Basic Cremation (as relevant) offered by the Operator, including the price breakdown for that interment service.

The Operator must not enter a Consumer Contract unless the Customer has been provided reasonable time and privacy (in the circumstances) to consider a quote, written statement or contract.

A Customer must be provided with a signed copy of their Consumer Contract as soon as reasonably practicable after both parties have signed the contract.

If an Operator provides interment services at more than one Site, a Consumer Contract entered by the Operator must specify the Site at which the interment services are proposed to be provided under the Consumer Contract.

If requested by the Cemeteries Agency, the Operator must provide a copy of their Consumer Contract to the Cemeteries Agency.

A.2 Operator must not enter a Consumer Contract unless the Consumer Contract includes key details relating to the interment right

The Operator must not enter a Consumer Contract or offer a Customer a contract in connection with interment services, unless the Consumer Contract includes the following details (*key details*).

1. Agreement statement

A Consumer Contract must include an agreement statement that includes:

- a. A summary of the agreement between the Customer and Operator, including any special conditions,
- b. A declaration by the Operator that the terms and conditions have been explained to the Customer and they have been given time and privacy to consider the Consumer Contract before signing it,

- c. A declaration by the Customer that the terms and conditions have been explained to them and they have been given time and privacy to consider the Consumer Contract before signing it,
- d. A declaration by the Customer that the information provided by the Customer and included in the contract is true and correct, and
- e. Where applicable, a declaration by an Authorised Agent that it has complied with the obligation of the Operator in this condition.

2. Tenure, type and grant of right

The Consumer Contract must provide the following details regarding the interment right:

- a. Whether the interment right is perpetual or renewable,
- b. Conditions that affect the tenure (if any),
- c. The following information about grant of the interment right:
 - i. the statutory rights of the holder of an interment right,
 - ii. how an Operator determines the future holders of an interment right,
 - iii. the application of rules of intestacy,
 - iv. the identity of persons authorised to exercise the interment right,
 - v. whether the provision of a memorial is included in the interment right contract, and
 - vi. any memorialisation requirements or standards that apply to a memorial erected in connection with the interment.

This condition A.2.2 does not apply to Cremation Only Consumer Contracts.

3. Fees and charges

The Consumer Contract must provide all relevant details regarding fees and charges that are being applied.

4. Payment terms

The Consumer Contract must include the following details regarding the making of payments:

- a. the method of payment,
- b. date which payment is due, and
- c. any interest that may be payable.

If the Cemeteries Agency publishes or otherwise makes available a standard form of Consumer Contract for the use of Operators to comply with this condition, an Operator who uses that form is presumed to have complied with the requirements of this condition.

A.3 Operator must address certain matters in all Consumer Contracts

In addition to the requirements of Condition A.2, the Operator must not offer, or enter, a Consumer Contract in connection with interment services unless it includes or makes provision for each of the matters referred to in this Condition.

1. Breakdown of fees and charges

Fees and charges must be broken down in accordance with the approved format for Licence Condition C.1 (the Price Breakdown Template for the relevant service). Where additional goods or services are included in the contract (beyond those provided in the Price Breakdown Template), they should be clearly itemised.

2. Responsibility for and costs associated with maintenance

A Consumer Contract must make provision for maintenance, including:

- a. maintenance of the individual interment site and any memorial located on that individual site,
- b. identifying the person responsible for costs associated with maintenance of the site,
- c. acknowledgement that maintenance responsibilities for cemeteries extend beyond the cessation of interment services at the Site,
- d. acknowledgement that maintenance of a grave; or memorial or monument will be undertaken consistent with religious or cultural requirements
- e. where a memorial is or will be erected other than by the Operator, specifying who is responsible for the care and maintenance of the memorial unless:
 - i. there is another contractual obligation in place for maintenance of the memorial,
 - ii. it is a Commonwealth War grave,
 - iii. it is a heritage site of local or state significance,
 - iv. the maintenance relates to a work health or safety risk,
- f. specify materials or items for a memorial or monument that may constitute a public safety hazard are not permitted and may be removed by the Operator without notice

This condition A.3.2 does not apply to Cremation Only Consumer Contracts.

3. Commencement and expiry

The Consumer Contract must make provision for the commencement and expiry of the obligations under the Consumer Contract, including the following:

- a. date for commencement of the Consumer Contract,

- b. the expiration or termination terms (including, if applicable, any circumstance where an interment right under the Consumer Contract ceases to be available to the Customer), and
- c. relevant notice periods (if any) to the exercise of rights under the Consumer Contract.

4. Information disclosure

The Consumer Contract must contain a provision that sets out the requirement to collect information in accordance with the *Cemeteries and Crematoria Act 2013*.

5. Privacy statement

The Consumer Contract must contain a statement setting out the privacy rights of the Customer and the Operator's obligations with respect to the Customer's privacy under applicable privacy legislation.

6. Complaints and dispute resolution

The Consumer Contract must make provision for complaints and dispute resolution, including the following:

- a. how to find and access the complaints resolution process,
- b. information about Customer rights for any alleged failure of guarantee for goods and services under the Australian Consumer Law.

B. Cemetery Maintenance – commencing 1 July 2024

Licence condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
B. Cemetery maintenance	B.1	Yes	Yes	Yes	Yes
	B.2	Yes	Yes	No	No
	B.3	Yes	Yes	No	No
	B.4	Yes	Yes	No	No
	B.5	Yes	Yes	No	No
	B.6	Yes	No	No	No

Note: These Conditions B do not apply to Cremation Only Operators

B.1 Operator must ensure Site maintenance is carried out and public access to the cemetery is maintained

The Operator must ensure that Site maintenance is carried out and public access to the Site is maintained, including the following:

- Public access to the Site is available during daylight hours
- Public access may be limited to the Site or part of the Site if the Operator has reasonable grounds to believe it is unsafe to allow access.
- Fallen trees or branches and other safety hazards are removed from the Site as soon as practicable after the Operator becomes aware, with consideration of risk to public and monumentation, and
- The Site remains accessible through the carrying out of basic grounds maintenance.

The Operator must continue to ensure that Site maintenance and public access are maintained whether or not the Operator is providing, or offers, future interments at the Site.

This condition applies to all cemeteries. Heritage requirements may also apply to certain Sites, or parts of Sites, and may invoke additional maintenance requirements under the *Heritage Act 1977*.

Public access to the Site may be limited to access by appointment, but only if:

- a) the Operator advertises at the Site the way in which an appointment may be made, and
- b) appointments are made available within a reasonable time after a request is made.

B.2 Operator must prepare a document which outlines the maintenance needs of the Site

The Operator must prepare a document which outlines the maintenance requirements for each Site at which the Operator provides interment services. The document must address the following:

1. The current status of the Site, as either operating or Inactive,
2. Factors that may impact the appropriate maintenance of different parts of the Site including the current status (as either operating or Inactive),
3. A list of the assets at the Site which require ongoing maintenance
4. An inspection cycle for assets at the Site, indicating how often assets will be inspected
5. If there are memorials on the Site, outlines a monument safety inspection cycle that provides for an inspection of memorials at least once in every 5-year period
6. A maintenance schedule identifying planned maintenance commitments and anticipated responses for unplanned maintenance required to be undertaken (such as repair or restoration of memorials)

If the Operator has a Category 1 licence, the maintenance schedule must be updated annually.

If the Operator has a Category 2 licence, the maintenance schedule must be updated every second year.

The Operator is to notify the Cemeteries Agency as soon as practicable after the document required by this Condition has been prepared/updated.

If requested by the Cemeteries Agency, the Operator must provide a copy of the document to the Cemeteries Agency.

B.3 Operator must keep records in relation to the activities carried out under the maintenance document

The Operator must maintain a record of all activities and inspections carried out in accordance with the maintenance document prepared under Condition B.2.

The record must include the following in relation to each activity or inspection:

1. summary of the activity or inspection,
2. the date on which the activity or inspection occurred,
3. the costs incurred in carrying out the activity or inspection.

If requested to do so, the Operator must provide a copy of these records to the Cemeteries Agency.

B.4 Operator must provide the Cemeteries Agency with a completed self-assessment checklist for Site maintenance

If the Cemeteries Agency publishes a self-assessment checklist for Site maintenance in the NSW Gazette, the Operator must complete the self-assessment checklist in accordance with this Condition.

If the Operator has a Category 1 licence, the self-assessment checklist must be completed each year. A copy of the completed check list must be provided to the Cemeteries Agency no later than the anniversary of the date on which the licence was granted.

If the Operator has a Category 2 licence, the self-assessment checklist must be completed every second year. A copy of the completed self-assessment checklist must be provided to the Cemeteries Agency provided no later than every second anniversary of the date on which the licence was first granted.

B.5 Operator must comply with Site maintenance standards

In addition to the requirements under Condition B.1, the Operator must take all reasonable steps to comply with the Site maintenance standards at each Site at which the Operator provides interment services. The standards imposed by this condition apply without limiting any other condition applicable to the licence. The Site maintenance standards are:

1. Site Entry and Access

- a. Clear, legible signage at each entry point to the Site to set out the cemetery name, contact details of the Operator and the Site opening hours.
- b. Well defined boundaries and/or fencing around the Site.
- c. Entry points to be designed and maintained to avoid conflict between pedestrians and vehicles.
- d. Spaces shared by vehicles and foot traffic to be suitably identified.
- e. Maintenance and landscaping be carried out in high visitation areas.

2. Cemetery Grounds

- a. Prepare, publish and make available to the public a policy which outlines mementos and offerings that can be left by visitors.
- b. Safe access for visitors and work personnel must be maintained and not become overgrown or concealed by vegetation.
- c. Use of dyed herbicides that are reasonably likely to stain memorials are to be avoided.
- d. Signage must be erected and maintained to clearly display any applicable speed limits.
- e. Where reasonable, ensure that applicable religious or cultural requirements for Site maintenance are adhered to.

3. Memorials

- a. New or restored Memorials must comply with the applicable provisions of AS 4204:2019 *Headstones and cemetery monuments* and AS 4425:2020 *Above-ground burial structures*
- b. Memorials must be regularly assessed (at least once in every 5 year period) to determine the need for safety maintenance, and proportionate action taken to rectify any risks identified.

4. Heritage Values

- a. For Sites, memorials or structures which are listed on the State Heritage Register, establish, and update as required, a conservation management plan for those Sites,

memorials or structures or adopt nationally accepted guidelines (e.g. Burra Charter) as applicable.

- b. Ensure that information in relation to the heritage value of the Site, if any, is made publicly available.

5. Public Information

- a. Ensure signage on the Site is clearly visible, and does not create a physical obstruction or hazard.
- b. Display signage to identify and warn the public of maintenance works being undertaken both in advance and during works.
- c. Provide on-site information to the public (e.g. Site map and opening hours)
- d. Provide basic information to enable people to locate individual plots at the Site.

B.6 Operator must comply with additional Site maintenance standards

In addition to the requirements under Condition B.1 and B.5, the Operator must take all reasonable steps to comply with the Site maintenance standards at each Site at which the Operator provides interment services. The standards imposed by this condition apply without limiting any other condition applicable to the licence. The additional Site maintenance standards are:

1. Environmental Management

- a. Not more than 2 years after the grant of the licence, a Safe and Useful Life Expectancy (SULE) report or equivalent safety assessment must be prepared by an arborist or other qualified professional for trees on the Site and the report must be repeated as recommended by the arborist (but not less than once every 5 years).
- b. Location and manner of landscape supply storage and soil stockpiles are to minimise visual disruption.

2. Built Assets and Infrastructure

- a. An asset management plan which achieves the following must be prepared:
 - i. Lists all built assets and infrastructure
 - ii. Ensures assets remain in a safe and useful condition, including replacement where necessary
 - iii. Provide for multi-use asset utilisation where possible

3. Maintenance Skills and Resources

- a. Ensure each staff member has appropriate skills and training for the activities that are ordinarily required of that staff member.
- b. Ensure each staff member has vocational training appropriate to the staff member's role, including but not limited to cemetery safety training, safe operation of crematoria and safety inspection of memorials.

Note: These Cemetery Maintenance conditions are not intended to, and cannot, override or diminish any obligations of an Operator under an Act, order, regulation, proclamation or ordinance.

C. Pricing Transparency – commencing 1 July 2024

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
C. Pricing Transparency	C.1	Yes	Yes	No	No
	C.2	Yes	Yes	No	No
	C.3	Yes	Yes	No	No

C.1 Operator must make a price breakdown of the Basic Adult Burial, Basic Ash Interment and/or Basic Cremation publicly available

The Operator must publish a price breakdown of the Basic Adult Burial, Basic Ash Interment; or Basic Cremation provided by the Operator.

The information must be provided in the approved format for the relevant service (referred to as the Price Breakdown Template) and made available at each place of business of the Operator or in another manner approved in writing by the Cemeteries Agency. The approved format can be found on the Cemeteries Agency's website.

Operators must provide a price breakdown for each type of interment service offered:

- If burial is offered, publish a price for a Basic Adult Burial
- If ash interment is offered, publish a price for a Basic Ash Interment
- If cremation is offered, publish a price for a Basic Cremation.

For the avoidance of doubt, Cremation Only Operators must only publish a price breakdown for the Basic Cremation.

If the Operator charges different amounts at different Sites at which the Operator operates, the Operator must publish the price for each Site at which the Operator provides its services (unless otherwise approved, in writing, by the Cemeteries Agency).

If the Operator maintains a website, the information must also be published on the website.

If requested, the Operator must provide a copy of the price breakdown to the Cemeteries Agency.

C.2 Operator must publish prices for all of their available interment services on their website or at their place of business if they do not maintain a website

C.3 Operator must not enter a Consumer Contract unless the Customer has been provided details of a Basic Adult Burial, Basic Ash Interment or Basic Cremation

The Operator must not enter a Consumer Contract with a Customer unless the Operator has provided the Customer details of the Basic Adult Burial, Basic Ash Interment or Basic Cremation. If the Operator provides both burials and ash interments, the Operator must provide the details of both the Basic Adult Burial and Basic Ash Interment provided by the Operator.

Operators providing Burial and/or Ash Interment are not required to provide a Cremation Only option. However, if Cremation Only is a service offered by an Operator, they must also provide details of that service provided by the Operator.

For the avoidance of doubt, Cremation Only Operators must only provide details for Basic Cremation.

The details are to be provided in the same format as the details published by the Operator under condition C.1.

D. Customer Service – commencing 1 October 2023

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
D. Customer Service	D.1	Yes	Yes	Yes	No
	D.2	Yes	No	No	No
	D.3	Yes	Yes	Yes	No

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
	D.4	Yes	Yes	Yes	No
	D.5	Yes	Yes	Yes	No

D.1 Operator must take all reasonable steps to ensure compliance with the Customer Service Principles

The Operator must take all reasonable steps to comply with the Customer Service Principles. The Customer Service Principles are:

1. Personal choices of Customers must be respected
2. When requested by a Customer, the operator must provide full and accurate information about the products and services that the operator is able to provide
3. The business of the operator is to be carried out with competency and integrity
4. The conduct of the operator must not bring the interment industry into disrepute.

Note: Discrimination against Customers, visitors, invitees or the public is not permitted on any grounds referred to in the *Anti-Discrimination Act 1977*, or any applicable Commonwealth discrimination legislation

The Operator must have systems and processes in place to ensure compliance with the Customer Service Principles referred to in this Condition D.1. Operators must promote the importance of Customer Service to their organisation, including by making any customer service related charters or policies (incorporating these Customer Service Principles) available to all Customers and prospective Customers.

If requested, evidence of the Operator's systems and processes that are in place to support the Customer Service Principles must be provided to the Cemeteries Agency.

D.2 Operator must ensure that each person employed or engaged in connection with interment services is trained appropriately

The operator must ensure that each person employed or engaged in connection with interment services is, as far as reasonably practicable, trained appropriately for their ordinary activities. To ensure that staff are trained appropriately, an operator must:

1. ensure that employees and other persons engaged by the Operator:
 - a. are trained in the Customer Service Principles

- b. hold any requisite qualifications, licences or accreditation for the activities they are expected to conduct,
 - c. are trained on how to familiarise themselves with cultural and religious requirements and act in a manner respectful of culture and faith, and
 - d. inform Customers of, and use, the correct systems and processes for Customer service
2. have appropriate disciplinary procedures and undertake appropriate disciplinary action where there has been a breach of the Customer Service Principles.

D.3 Operator must have suitable practices to ensure proper disclosure of information

The operator must have suitable practices to ensure that there is a proper disclosure of information to Customers. The operator must establish practices to ensure staff employed or engaged by the operator comply with the following:

1. Where necessary, reasonable efforts are made to assist Customers who do not speak English or have specific communication needs.
2. A Customer is not to be referred to an Ancillary Provider without disclosing any financial, personal or other relationship or arrangement that exists between the operator and the Ancillary Provider.
3. Reasonable efforts should be made to ensure that Customers fully understand the inclusions and exclusions in any service, plan or package that they are purchasing by providing information in a standardised format.
4. Reviews are undertaken at regular intervals to identify and correct inappropriate or out-of-date information.
5. Customers are made aware of their consumer rights under applicable laws of NSW or the Commonwealth.
6. The privacy and confidentiality of Customers and the deceased are to be maintained under applicable legislation of NSW or the Commonwealth relating to privacy and the protection of personal information.

D.4 Operator must establish a process of resolving disputes between the operator and consumers of their interment services

The operator must establish a process of resolving disputes that may arise between the operator and consumers of their interment services. As part of this process, the operator must:

1. Ensure disputes and any resulting complaints are dealt with in a respectful and compassionate way,
2. Provide written acknowledgement of receipt of a complaint to the complainant within 7 days (where practicable) after receiving the complaint,
3. Give a written response to the complaint to the complainant within 30 days (where practicable) of the date on which the operator received the complaint, and
4. Publish information (in the Operator's place of business and on the Operator's website if they maintain a website) about the following:
 - a. the way in which a complaint may be made to the Operator
 - b. the time frames in which responses to complaints will be given
 - c. the actions the Operator may take in investigating a complaint
 - d. the way a final determination will be made and notified to the complainant
 - e. alternative ways a person may have a complaint heard if the person is not satisfied with the Operator's handling of the complaint or response to the complaint, including the ability to make complaints directly to the Cemeteries Agency
 - f. the role of the Cemeteries Agency (the Cemeteries Agency will provide the relevant content required to satisfy this condition.

If requested, evidence of the Operator's systems and processes that are in place to support the dispute resolution process must be provided to the Cemeteries Agency.

D.5 Operator must establish and maintain a register of complaints received

The Operator must establish and maintain a register of all complaints that they receive. The register must include the following information in relation to each complaint:

1. the identification number allocated to the complaint
2. the date the complaint was received
3. the matters raised by the complainant
4. any interactions with the complainant in connection with the complaint
5. the date the operator gave the complainant a written response to the complaint
6. whether the complaint was resolved
7. details of the outcome of the complaint, and
8. any other relevant information.

The information and records relating to the complaints listed in the register must be kept for a period of at least 7 years from the date that the complaint was made.

If requested, a copy of the complaints register must be provided to the Cemeteries Agency.

Note: These Customer Service conditions are not intended to, and cannot, override or diminish any rights of any individuals under an Act, order, regulation, proclamation or ordinance.

E. Religious, Cultural and Spiritual Principles – commencing 1 February 2024

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
E. Religious, Cultural and Spiritual Principles	E.1	Yes	Yes	Yes	No
	E.2	Yes	Yes	Yes	No

E.1 Operator must take all reasonable steps to ensure compliance with the Religious and Cultural Principles.

The operator must take all reasonable steps to ensure compliance with the following Religious and Cultural Principles:

1. Operators must inform themselves of the religious and cultural demographics of the region in which they operate, and about the religious and cultural requirements of the communities that they service.
2. Operators must inform themselves of, and record, any religious or cultural requirements in relation to each burial or cremation.
3. Operators must satisfy requests to meet religious or cultural requirements in relation to burial and cremation, where the request is reasonably practicable and aligns with all relevant laws, and work health and safety obligations. For the avoidance of doubt, this principle does not require the dedication of land or the erection of structures.
4. For services provided to satisfy a request to meet religious or cultural requirements under Principle 3 (above), the Operator must set out the basis for any charge incurred to meet these

requirements (and this must be reflected in the fees and charges itemised in the contract as per A.2.3. and A.3.1).

5. Operators must engage with the religious and cultural communities they service, or those seeking to be serviced by the Operator, and undertake good faith negotiations to accommodate identified community needs and resolve any grievances.

If requested, the Operator must provide the Cemeteries Agency with documents or information outlining steps taken by the Operator to comply with Religious and Cultural Principles.

Note: The Religious and Cultural Principles are not intended to, and cannot, override or diminish any rights of any individuals under an Act, order, regulation, proclamation or ordinance.

E.2 Operator must take all reasonable steps to ensure compliance with the Aboriginal Cultural and Spiritual Principles.

The operator must take all reasonable steps to ensure compliance with the following Aboriginal Cultural and Spiritual Principles:

1. Operators must inform themselves of the Aboriginal communities, including Traditional Owners, in the region in which they operate and of Aboriginal cultural and spiritual practices and requirements for burial and cremation.
2. Operators must inform themselves of, and record (unless expressly asked not to make a record), any Aboriginal cultural and spiritual requirements in relation to each burial or cremation.
3. Operators must satisfy requests to meet Aboriginal cultural or spiritual requirements in relation to burial and cremation, where the request is reasonably practicable and aligns with all relevant laws, and work health and safety obligations. For the avoidance of doubt, this principle does not require the dedication of land or the erection of structures.
4. For services provided to satisfy a request to meet Aboriginal cultural and spiritual requirements under Principle 3 (above), the Operator must set out the basis for any charge incurred to meet these requirements. (and this must be reflected in the fees and charges itemised in the contract as per A.2.3 and A.3.1).
5. An Operator commonly providing Aboriginal burials or cremations for Aboriginal communities must, in respect of each community:
 - a. engage with relevant Aboriginal community about their cultural and spiritual requirements relating to interment, and
 - b. undertake good faith negotiations to accommodate identified community needs and resolve any grievances.

If requested, the Operator must provide the Cemeteries Agency with documents or information outlining steps taken by the Operator to comply with Aboriginal Cultural and Spiritual Principles.

Note: The Aboriginal Cultural and Spiritual Principles are not intended to, and cannot, override or diminish any rights of any individuals under an Act, order, regulation, proclamation or ordinance.

F. Reporting Obligations – commencing from issue of licence

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
F. Reporting Obligations	F.1	Yes	Yes	Yes	No

F.1 Operator must provide updated information to the Cemeteries Agency in certain circumstances

The operator must notify the Cemeteries Agency, in writing, of any changes affecting the information provided to the Agency by the licence holder.

The operator must inform the Cemeteries Agency, in writing, of changes in relation to:

1. the Sites at which the operator is providing, or intends to provide, interment services,
2. contact details of the operator,
3. changes relevant to the licence held by the operator, including substantial changes affecting information provided to the Cemeteries Agency in connection with the grant or renewal of the licence. For example, a change to the directors or majority shareholder of an Operator that is a corporation.

Notice must be given not more than 30 days after the date of the change and, if the change relates to Sites at which the operator intended to provide interment services, before providing interments at a new Site.

G. Prohibition of interment services

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
G. Prohibition of interment services	G.1	No	No	No	Yes

G.1 The operator cannot perform interments

The operator cannot offer, or perform, an interment.

However, the operator may perform an interment in respect of an individual if:

1. the interment is the fulfilment of an interment right (including a right, licence or other entitlement in the nature of an interment right granted before the commencement of section 45 of the Act) that was granted before the operator became the holder of an operator (Caretaker) licence, or
2. the interment is of a nominated person or class of persons (for which no interment right has been granted), the particulars of which were provided by the Operator to the Cemeteries Agency in its application for its operator (Caretaker) licence and approved by the Cemeteries Agency.

The operator must notify the Cemeteries Agency, in writing, within 5 business days of performing an interment.

A request for the Cemeteries Agency to approve the grant of rights of interment under G.1.2 may be refused by the Cemeteries Agency in its absolute discretion.