Model contract for cremation

|  |
| --- |
| Agreement statement We (the operator) agree to provide you (the applicant) with the cremation services for the person named in this contract.  Our agreement includes:   * the Cremation Contract (this contract) * the Cremation Contract Terms and Conditions (Annexure A) * the Price breakdown (Annexure B) * the details of any cremation services (Annexure C) * any other annexures to this contract.   Some terms in this agreement are defined or explained in Annexure A. Notes on the right side of this contract highlight useful terms and tell you where to find them in Annexure A.  This contract does not confer an interment right on the person named in the contract. |

# Part A: Agreement details

1. **Crematorium**

|  |  |
| --- | --- |
| Name | <Insert> |
| Address | <Insert> |

1. **The applicant**

|  |  |
| --- | --- |
| Full name | <Insert given name, middle name(s) and surname> |
| Home address | <Insert residential address including suburb, state and postcode> |
| Postal address  (if different) | <Insert postal address including suburb, state and postcode> |
| Phone | <Insert contact phone number> |
| Email | <insert address> |

1. **The person to be cremated**

|  |  |
| --- | --- |
| Full name | <insert given name, middle name(s), surname> |
| Date of birth | <insert date of birth> |
| Date of death | <insert date of death if the person is to be interred now> |
| Home address | <insert residential address including suburb, state and postcode> |

# Part B: Cremation Services

1. **Cremation services**

We will provide you with the cremation services set out in Annexure C.

1. **Religious and cultural requirements**

This section reflects those requirements that you have requested in relation to the cremation services, and we have agreed to provide.

[If no requirements write ‘None’]

1. **Aboriginal cultural or spiritual requirements**

This section reflects those requirements that you have requested in relation to the cremation services, and we have agreed to provide.

[If no requirements write ‘None’]

1. **Other applicant requirements**

[If no additional requirements write ‘N/A’]

# Part C: General details

1. **Price**

|  |  |
| --- | --- |
| Cremation services | [$ <insert>] |
| Other fees and discounts | [$ <insert>] |
| Total price | [$ <insert>] |

An itemised price breakdown is attached at Annexure B, Price breakdown.

1. **Payment**: You must pay the total price by [insert date] by [insert method], unless we otherwise agree and confirm this in writing. We can charge interest at [X% per year] if you pay us late.
2. **End of agreement**: If you end this agreement early for your convenience, we will [insert information here on any penalties or processes that may apply].

See clause A.5 in the terms and conditions for more about end of agreement

1. **Special conditions**

[Any special condition that the operator attaches to the right or the service. Write n/a if this does not apply]

# Declarations and signatures

[Optional if signing on paper; required if signing electronically] Both you and we agree that this contract can be signed electronically, in line with the Electronic Transactions Act 2000 (NSW). This will mean using an e-signing platform such as DocuSign or AdobeSign, or another method if we both agree to this in writing.

The agreement starts on the date that all parties sign this contract. We will give you a signed copy once this is done.

 See Definitions for: representative

Operator declaration and signature [option 1 – use for **representative,** delete option 2]

Our representative (e.g., our employee) confirms the following:

* 1. Before offering, negotiating, or making this agreement, we gave you information about our relevant basic cremation, our Price breakdown (Annexure B) and the goods and services included in the price.
  2. We explained the terms and conditions of this contract to you.
  3. We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.

 See Definitions for: authorised agent

|  |  |  |
| --- | --- | --- |
| Representative signature | Name and position | Date |

Operator declaration and signature [option 2 – use for **authorised** **agent**, delete option 1]

Our authorised agent confirms the following:

* 1. Before offering, negotiating, or making this agreement, we gave you information about our relevant basic cremation, our Price breakdown (Annexure B) and the goods and services included in the price.
  2. We explained the terms and conditions of this contract to you.
  3. We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.
  4. They are authorised by us to act for us, and they are doing so with our authority.

|  |  |  |
| --- | --- | --- |
| Authorised agent signature | Name and position | Date |

## Applicant declaration and signature

You confirm and declare that:

1. The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.
2. Before offering, negotiating, or making this agreement, we gave you information about the operator’s least expensive packages for basic cremation, our Price breakdown (Annexure B) and the goods services included in the price.
3. You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.
4. All information you have given the operator, in this contract or other documents, is true and correct.

|  |  |  |
| --- | --- | --- |
| Applicant signature | Name | Date |

# Annexures

**Annexure A:** Cremation Contract Terms and Conditions

**Annexure B:** Cremation Contract Price breakdown [to be prepared by operator]

**Annexure C:** Cremation services

1. Annexure A: Cremation Contract Terms and Conditions
2. These terms and conditions are part of the agreement between [Operator] (we, us) and the applicant (you, your).

# A.1. Cremation services

* 1. This agreement gives you the right to receive the cremation services from us as set out in these terms and conditions.
  2. We will take all reasonable steps to make sure that our cremation services meet any religious or cultural requirements outlined in the contract.

# A.2 Price and payment

* 1. You agree to pay the total price for the cremation services as listed in item 4 of the contract.
  2. You will pay for the items included in this agreement as set out in item 8 of the contract. We can charge you interest as described in item 8 if you pay us late.
  3. Goods and services tax (GST) applies to certain (not all) goods and services that you buy from us. You must pay GST at the same time as you pay for your goods and services. If the contract does not state that GST applies to what you are buying, then you do not have to pay GST.

# A.3 End of agreement

* 1. You can end this agreement by writing to us.
  2. You can only end this agreement if the cremation services have not been provided by us.
  3. The agreement automatically ends when you have paid us all the fees you owe and we have provided the cremation services.
  4. Some rights and duties that you and we have under this agreement continue after the agreement has ended. These include the rights and duties set out in:
* clauses 3(e), 5
* clause 4 (for as long as legally required)
* any other terms (including Contract details and Definitions) which are intended to continue after the agreement has ended.
  1. If any part of the agreement cannot be enforced in court, then that part will be treated separately but the rest of the contract stands.

# A.4 Personal information

* 1. You agree that we need to collect and store personal information in line with this agreement, the CC Act and privacy legislation. We will use this personal information to provide the rights, goods and services this agreement covers.
  2. We must manage personal information in line 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.
  3. You must not give us other people’s personal information unless they agree that we can have it and use it.
  4. You must 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 this agreement covers. Please contact [insert privacy or equivalent relevant contact details] if you wish to check, update or correct any of the personal information that you give us.
  5. We will write to you if we need to tell you something, and we will use the contact details set out in the contract, or any updated contact details you have given us.

# A.5 Consumer protections, disputes and complaints

* 1. We will follow all relevant laws when we provide you with the services included in this agreement. This includes complying with Australian Consumer Law, privacy laws, work health and safety law, the CC Act, and public health laws.
  2. Nothing in the contract changes or limits your legal rights as a consumer. Find out more about these rights at <https://www.accc.gov.au/consumers/buying-products-and-services>.
  3. We and you agree to follow our dispute resolution process if there is a disagreement about anything in this agreement. You can find and access our complaints and dispute resolution process at [insert link].
  4. To give us your feedback or to complain, please contact [insert contact details].
  5. If you are not satisfied with how we deal with your complaint, our dispute resolution process shows you who to contact next. In addition, you can also contact the government authority that regulates us: Cemeteries & Crematoria NSW. Visit <https://www.cemeteries.nsw.gov.au/complaints-and-enquiries/complaints>.
  6. The laws of New South Wales govern this agreement. If you or we are unhappy with the dispute resolution outcome and the complaint is taken to court, you or we will use a New South Wales court.

# Definitions

1. Some terms in this agreement have specific meanings, as shown below.

| **Term** | **Definition** |
| --- | --- |
| **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*, as named in item 2 of the Cremation Contract. |
| **authorised agent** | A party that we engage to act on our behalf, such as a funeral director. |
| **CC Act** | The Cemeteries and Crematoria Act 2013 (NSW) |
| **cremation** | A process for reducing bodily remains by fire, heat, alkaline hydrolysis or another method allowed by the regulations. |
| **crematorium** | A building where deceased people are cremated. It does not matter whether or not the building (or part of it) is also used for memorial services. |
| **operator or we, our or us** | [insert operator name] |
| **operator’s register** | A register kept by a cemetery or crematorium operator, in line with section 63 of the CC Act. |
| **representative** | An officer, employee or volunteer that the operator authorises to act as its representative for the purpose of making this agreement. To be clear, a representative is not the same as an authorised agent. |

1. Annexure B: Cremation Contract Price Breakdown

[To be prepared by operator]

1. Annexure C: Cremation services

The cremation services set out in this Annexure C form part of the agreement between [Operator] (we, us) and the applicant (you, your).

# C.1. Cremation and management of remains

1. We will conduct the cremation of the person to be cremated in accordance with this contract.
2. We will manage the remains prior to and following cremation in accordance with your instructions set out in this Annexure C.
3. We will undertake the cremation services in accordance with the *Public Health Regulation 2022* (NSW), as amended from time to time.

# C.2. Disposition and collection of cremated remains

1. We will dispose of the cremated remains or otherwise make them available for collection as set out in this clause C.2.
2. We agree to retain the remains following cremation for a maximum period of [X days/weeks/months]. You must collect the cremated remains within that period of time, unless otherwise specified in this contract.
3. You agree that the cremated remains will be contained in the following (select one option) [operators to include all options they provide]:

|  |  |
| --- | --- |
|  | Standard container (no cost) |
|  | Urn |
|  | Other container (please specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. You agree that the cremated remains are to be disposed of by us as follows (select one option):

|  |  |
| --- | --- |
|  | Collected by you directly (this is the default position set out in clause C.2(b) above). |
|  | Collected by (insert name and relation): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Transferred to (insert location, eg. local cemetery): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The cost of transfer will be [$insert] and forms part of the Total Price in clause 8 of the contract. |
|  | Other (please specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If applicable, the cost of this disposition will be [$insert] and forms part of the Total Price in clause 8 of the contract |