Hilltops COUNCIL

MAILING ADDRESS
Locked Bag 5,
Young NSW 2594
www.hilltops.nsw.gov.au

P 1300 445 586
E mail@hilltops.nsw.gov.au
Operator Licence Number L20060

Contract for sale of a perpetual interment right

Agreement statement

We (Hilltops Council) grant you (the interment right holder) the perpetual interment right and related services in this contract.

Our agreement includes:

- the Perpetual Interment Right Contract (this contract)
- the Perpetual Interment Right Terms and Conditions (Annexure A)
- the Price breakdown (Annexure B)
- details of any related services (Annexure C)

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.

See Definitions for: we, you, perpetual interment right

Part A: Perpetual interment right

1. Premises

Name	
Address	

See Definitions for: premises, interment site

2. Interment site

Type	Lawn ☐ Ashes ☐ Monumental ☐ Other ☐
Denomination	
Area	
Section	
Row	
Plot	
Other detail	☐ **Next Available Plot (details to be provided post interment)** Depth: Single ☐ Double ☐ Coffin Size: _____ _____

3. Type and maximum number of interments included in the interment right

☐ Burial — Number of bodily interments: _____

☐ Ash interment — Number of ash interments: _____

4. The interment right holder

See Definitions for: interment right holder

Full name (1)	
Home address	
Postal address (if different)	
Phone	
Email	
Relationship to person to be interred	
Full name (2)	
Home address	
Postal address (if different)	
Phone	
Email	
Relationship to person to be interred	

5. The person(s) to be interred

See Definitions for: person(s) to be interred

Full name	
Date of birth	
Date of death	
Place of death	
Last permanent residence	
Sex	
Service Personnel No.	
Occupation	
Religion	

6. Further contacts (next of kin or other secondary contact):

Full name	
Home address	
Postal address (if different)	
Phone	
Email	
Relationship to person to be interred	

Part B: Services

7. Interment service

We will provide you with the interment(s) (the burial or placement of ashes into the interment site specified above).

Option 1: At need service ☐

This service is included in the charges in Part C.

Service Booking Details

Date: _____

Time: _____

☐ Graveside ☐ Church Service ☐ Church Mass ☐ Memorial

Denomination/Church: _____

Minister/Celebrant: _____

Reservation held: ☐ yes ☐ no Reopening: ☐ yes ☐ no

Reopening of: _____

Coffin size: _____

Option 2: Pre-need requirement ☐

The reservation fee only is included in the charges in Part C. The interment fee will be charged at the time of need at the current interment fee rate.

8. Related services

We will provide the below services in addition to the perpetual interment right (see full details of these related services at Annexure C):

☐ Memorial, monument or plaque

See Definitions for: memorial

☐ Other: _____

If you include related services here, the cost will be included in this contract.

If you do not include any related services now, you may choose to do so at a later date by notifying us in writing. The cost of those related services will be payable at the time of your request, at the applicable costs at that time.

9. Religious and cultural requirements

This section reflects those requirements that you have requested, and we have agreed to provide.

10. Aboriginal cultural or spiritual requirements

This section reflects those requirements that you have requested, and we have agreed to provide.

11. Other interment right holder requirements

12. Maintenance responsibilities

You are responsible for the costs and activity of maintaining any memorial or monument erected on your interment site.

We are responsible for maintaining the premises, including any part of your interment site that does not contain a memorial or monument.

See Definitions for: interment site

Part C: General details

13. Price

Part A: perpetual interment right	$ (as per current fees and charges)
Part B: services	Cost of basic plaque included in interment fee (unless excluded in fees and charges) Extra plaque costs (re-make, ceramic photos, motifs etc) to be determined
Other fees and discounts	$ (CCNSW Interment Services Levy, Sat, Sun, Public Holiday or out of hours)
Total price*	$

*This total price only reflects the services being paid for now.

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

14. **Interment service price disclosure:** The current price for the interment service in item 7 is $ however fees may change over time and the applicable price will be determined at the time of interment.

15. **Payment**: You must pay the total price as per Council's standard terms and conditions for payment of invoices, unless we otherwise agree and confirm this in writing. If you are buying the perpetual interment right pre-need and some or all of the services later, we will provide you with the price, due date for payment and method for payment of the services when you need them in future. We can charge interest if you pay us late.

16. **Transfer fee disclosure:** If you choose to transfer the perpetual interment right, the current fee for a transfer application is $90.00 and this price is subject to change.

17. **End of agreement**: If you end this agreement early for your convenience, we may charge an administration fee of $75.00 and this price is subject to change.

18. **Special conditions**

See clause 4 in the terms and conditions for more about transfers

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

Declarations and signatures

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.

Operator declaration and signature

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

(a) Before offering, negotiating, or making this agreement, we gave you information about our relevant basic product (basic adult burial, basic ash interment, or basic cremation), our price breakdown (Annexure B) and the goods and services included in the price.

(b) We explained the terms and conditions of this contract to you.

(c) 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: representative

Representative signature	Name and position	Date

Operator declaration and signature

Our authorised agent confirms the following:

(a) Before offering, negotiating, or making this agreement, we gave you information about our relevant basic product (basic adult burial, basic ash interment, or basic cremation), our price breakdown (Annexure B) and the goods and services included in the price.

(b) We explained the terms and conditions of this contract to you.

(c) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.

(d) They are authorised by us to act for us, and they are doing so with our authority.

See Definitions for: authorised agent

Authorised agent signature	Name and position	Date

Interment right holder declaration and signature [duplicate section if there is more than 1 interment right holder (joint)]

You confirm and declare that:

(a) The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.

(b) Before offering, negotiating, or making this agreement, we gave you information about the operator's least expensive packages (such as basic adult burial, basic ash interment, and basic cremation), our price breakdown (Annexure B) and the goods services included in the price.

(c) You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.

(d) All information you have given the operator, in this contract or other documents, is true and correct.

Interment right holder signature	Name	Date
Interment right holder signature	Name	Date

Annexures

Annexure A: Perpetual Interment Right Terms and Conditions

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

Annexure C: Related services [as required]

Annexure A: Perpetual Interment Terms and Conditions

These terms and conditions are part of the agreement between Hilltops Council (we, us) and the interment right holder(s) (you, your).

A.1. Perpetual interment right

(a) This agreement gives you the exclusive right to a specific burial place or place for ashes, permanently. This is called a perpetual interment right. As the person who has this right, you are the interment right holder.

(b) As the interment right holder, you can nominate who is interred into the interment site. This is known as the 'person(s) to be interred'. You may nominate:

- Yourself or another person, if you are buying the right 'pre-need' - which means you do not immediately need a burial place or a place for ashes, or
- A person who is deceased, if you are buying the right 'at-need' - which means you need a burial place or a place for ashes now.

(c) We issue certificates confirming perpetual interment rights, and list current interment right holders in our cemetery operator's register. We must keep this register up to date and available to the public for inspection or for copies to be made on payment of a fee, subject to any applicable privacy laws.

(d) A perpetual interment right does not include any rights or title in the land, roads, building or other structures in the interment site or on the premises.

(e) Both parties to this agreement (you and us) agree that changes to the Cemeteries and Crematoria Act 2013 (the CC Act) and other laws can affect perpetual interment rights.

(f) If you buy a perpetual interment right when you are 'at-need' the contract will describe the services that you have chosen.

(g) If you buy a perpetual interment right to use in the future ('pre need'), you are buying the right now but (unless the contract states otherwise) you will need to pay for the interment service (the burial or placement of a body or ashes in the interment site) at the time of need. Whether you have selected related services (for example, a memorial service) within the contract or choose to add them later when needed, the price for these related services will be the price that applies in future when you need those services (if you still need them), unless otherwise specified in the contract.

(h) We must issue an order for interment before a person can be buried or their ashes placed in the interment site. We will contact you if we require any further information in order to do this.

A.2 Memorials, maintenance and goods and services

(a) As the interment right holder, you are the person authorised to place a memorial or monument at the interment site, and you will be responsible for it in future, so long as you comply with the below requirements.

(b) You must have our written approval before a memorial or monument is placed at the interment site (if it is not purchased as part of this contract). The memorial or monument must be placed by a licenced and qualified person. The memorial or monument must be placed in line with this approval.

(c) We will guide you on the type of memorial or monument that we will approve. We can prohibit, change or remove a memorial or monument if it does not have our approval or meet the requirements of the approval we provided.

(d) If you are buying a memorial or monument from us as part of this contract then it is already approved, although some types of memorial/monuments are only approved for specific interment sites. You can find out more by phoning us or visiting our offices.

(e) You are not allowed to place anything at the interment site that we believe is a public safety risk. Anything we believe is hazardous may be removed by the operator without notice.

(f) We must maintain the premises regularly, at least to the minimum standard the law requires us to meet. This includes your interment site, apart from any memorial or monument built on your site. We may reduce the maintenance level in the future where we are no longer offering future interments at the premises.

(g) You are responsible for the costs or activity needed to install or maintain a memorial or monument unless otherwise specified in the contract.

(h) If the contract states we are responsible for maintaining the memorial or monument, we will take all reasonable steps to make sure that the maintenance:

- is in line with agreed standards
- respects any religious, spiritual or cultural requirements in the contract.

(i) We will take all reasonable steps to make sure that our goods and services meet any religious or cultural requirements outlined in the contract.

(j) You can buy extra goods and services from us after the agreement has started (which must be agreed in writing and will be a variation to this agreement). These items are not part of the total price. You must pay the rates that apply for them at the time.

A.3 Price and payment

(a) If you are buying the perpetual interment right at the time of need (at need), you agree to pay the total price for the perpetual interment right and any other goods and services selected at the start of our agreement, as listed in item 13 of the contract.

(b) If you are buying the perpetual interment right to use in the future (pre-need), you agree to pay for the perpetual interment right now (as listed in item 13 of the contract) and the interment service now or later at the time of need (in accordance with items 7 and 14 of the contract). You also agree to pay for any other related

services selected at item 8 of the contract later, at the time of need (if you still need them).

(c) We update our policies, guides, rules and process documents from time to time in line with our needs and any changes in the law. The updated details will apply to this agreement, except that the updated details will not affect the agreed price or agreed services listed in the contract.

(d) You will pay for the items included in this agreement as set out in item 15 of the contract. We can charge you interest as described in item 15 if you pay us late.

(e) 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.4 Changes and cancellations

(a) You can ask us to transfer ownership of the perpetual interment right to someone else. We must respond to a transfer request within a reasonable time. We charge a fee for a request to transfer ownership.

(b) Perpetual interment rights can be held by 1 person (solely) or 2 or more people (jointly):

- When a sole interment right holder dies, we must transfer the perpetual interment right to the person named in their will, or act as the law tells us if the interment right holder did not leave a will.
- When a joint interment right holder dies, the perpetual interment right devolves to the surviving interment right holder. The interment right is then treated as a sole interment right.

(c) You must talk to us if you want to transfer your rights or duties under this agreement to someone else. Your changes must be legal, and we must agree to them in writing.

(d) Either party (you or we) can waive their own rights under this agreement by telling the other party in writing.

(e) We can cancel a perpetual interment right when:

- the interment site has not been used within 50 years of the time when it was granted (as per the CC Act). The 50-year time period may change if the law changes.
- we follow all other cancellation requirements under the CC Act.

A.5 End of agreement

(a) You or we can end the agreement if the other party breaches the agreement and either:

- the breach can be fixed, but the party does not fix it within 30 days of being told in writing about the breach, or
- the breach cannot be fixed.

(b) You can end this agreement by writing to us 30 days before you want it to end, and in line with clause 5(c).

(c) You can only end this agreement if the interment site has not been used for a burial or to place ashes.

(d) The agreement automatically ends when you have paid us all the fees you owe and either:
- the burial or placement of ashes in the interment site has been completed, or
- we have cancelled your perpetual interment right, in line with section 52 of the CC Act.

(e) 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 1(c), 2(b), 2(d), 2(e), 2(g), 2(h), 2(i), 4(c), 4(d), 5(f), 5(g), 7
- clause 6 (for as long as legally required)
- any other terms (including Contract details and Definitions) which are intended to continue after the agreement has ended.

(f) Where an exhumation has taken place in line with section 66 of the CC Act, the rights and duties set out in clauses 2(b), 2(d), 2(e), 2(g), 2(h), 2(i), 4(c), 4(d), 7 that you and we have under this agreement will no longer continue.

(g) 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.6 Personal information

(a) 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.

(b) 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.

(c) You must not give us other people's personal information unless they agree that we can have it and use it.

(d) You must make sure that we have correct and up-to-date details (including contact details) for you and any next of kin or secondary contact which is necessary for us to provide the rights, goods and services this agreement covers. Please contact us if you wish to check, update or correct any of the personal information that you give us.

(e) We will write to you when we need to tell you something, and we will use the contact details set out in the contract, or the updated contact details you have given us.

A.7 Consumer protections, disputes and complaints

(a) We will follow all relevant laws when we provide you with the rights, goods and 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.

(b) 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.

(c) 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 https://www.hilltops.nsw.gov.au/council/council-policies-plans/.

(d) Our dispute resolution process is consistent with the CC Act, and gives us the power to decide who holds the perpetual interment right for a particular site (on application), based on the CC Act.

(e) To give us your feedback or to complain, please contact us.

(f) 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.

(g) 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

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

Term	Definition
at-need	The circumstances when a person needs a burial site or a place for ashes immediately. This usually means that a person has recently died (or where death is imminently expected).
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.
interment	The process of either: • burying human remains in the earth (directly in the earth or in a container) placing human remains in a mausoleum, vault, columbarium or other structure designed to hold human remains.
interment right holder or you or your	• The person recorded in the cemetery operator's register as the person that currently has the perpetual interment right.
interment site	The specific location on the premises where a person will be buried or their ashes will be placed.
memorial	A gravestone, plaque, cenotaph or other monument, or any other structure or permanent physical object used to memorialise a person.
operator or we, our or us	Hilltops Council

Term	Definition
operator's register	A register kept by a cemetery or crematorium operator, in line with section 63 of the CC Act.
order for interment	A written order that the operator creates to confirm the details of the interment immediately prior to it occurring.
person(s) to be interred	The person(s) whose bodily remains or ashes are to be buried or placed in the interment site.
perpetual interment right	The right to have a person permanently buried or their ashes placed at the interment site, in line with this agreement and section 44 of the CC Act.
premises	The cemetery or crematorium named in item 1 of the Perpetual Interment Contract.
pre-need	The circumstances when a person needs a burial site or a place for ashes at a future date. This usually means that no-one has recently died.
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.