

Perpetual Interment Right Contract – Pre-need (reservation of plot)

Purpose of this form: Use this form to purchase a Perpetual Interment Right, also known as the reservation of a plot. Please complete this form using black pen and print all details clearly.

Agreement statement

We (*Gwydir Shire 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)
- The details of any related services (Annexure C)
- Additional Interment Right Holders or Persons to be interred (Annexure D)
- Any other Annexures to this contract.

Part A: Perpetual Interment Right

1. Premises (please select)

<input type="checkbox"/>	Bingara Cemetery 31 Cemetery Rd, Bingara	<input type="checkbox"/>	Warialda Cemetery 120 Mosquito Creek Rd, Warialda
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2. Interment Site

Type	<input type="checkbox"/> Plot			<input type="checkbox"/> Columbarium Wall	
Section/Wall					
Row		Number		Plot Reg No	
Additional Details Use this section to request a site near a family member. Give as much detail as possible (full name, row & plot number, date of death).					

Note: all requests for locations near family members will be considered and an attempt made to provide a site as close as possible, but no guarantees can be given.

3. Type and maximum number of interments included in the Interment Right

Please tick preference

Burial – Gwydir Shire allows a maximum of 2 bodily and 4 ash interments per site

Ashes in Wall – Gwydir Shire allows 1 ash interment per niche

4. Interment Right Holder (use Annexure D if more than 2)

Holder 1.

Full name			
Home address			
Postal address			
Phone		Email	

Holder 2.

Full name			
Home address			
Postal address			
Phone		Email	

5. The person(s) to be interred (use Annexure D if more than 2)

Person 1.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

Person 2.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

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

Full name			
Home address			
Postal address			
Phone		Email	
Relationship to Holder			

7. Funeral Director Details (please complete for immediate use applications only)

Company			
Address			
Phone		Email	
Contact			

Part B: Services

8. Interment service

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

- **This service is not included in the charges in Part C and will be charged later at the price that applies at the time of need.**

9. Related services

See Annexure C for a list of related services.

- **These services are not included in the charges in Part C and will be charged later at the price that applies at the time of need.**

10. Religious and cultural requirements

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

11. Aboriginal cultural or spiritual requirements

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

12. Other interment right holder requirements

13. Maintenance responsibilities

1. You are responsible for the costs and activity of maintaining any memorial or monument erected on your interment site.
2. We are responsible for maintaining the premises including any part of your interment site.

Part C: General details

14. Price

Part A: Perpetual Interment Right	Plot	Columbarium
	\$1582.00 (inc GST)	\$330.20 (inc GST)
Part B: services	To be determined at time of need *This total price only reflects the services being paid for now.	
Other fees and discounts	Not Applicable	
Total price*	\$1582.00 (inc GST)	\$330.20 (inc GST)

15. Interment service price disclosure: The current price for the basic interment service in *Part B: Services, Item 8* into a plot is \$1960.00 or interment of ashes into wall \$70.00 however fees may change over time and the applicable price will be determined at the time of interment.

Gwydir Shire Council's current fees and charges for all provided services can be viewed on Council's website www.gwydir.nsw.gov.au

16. Payment: You must pay the total price within one month of the invoice date by any payment method accepted by *Gwydir Shire Council*, unless we otherwise enter into an agreement 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.

17. Transfer fee disclosure: If you choose to transfer the perpetual interment right, the current fee for a transfer application is \$70.00 and this price is subject to change.

18. End of agreement: If you end this agreement early for your convenience, we will refund you the fee paid less the administration fee that will be determined at the time of the end of the agreement.

19. Special conditions

- Not applicable

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.

Gwydir Shire Council (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
 - i. our relevant basic product (basic adult burial, basic ash interment), and the goods and
 - ii. 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.
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Authorised Officer Name

Authorised Officer Signature

Date:

Interment Right Holder declaration and signature

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 the goods services included in the price.
 - (c) I/We the undersigned have been given reasonable time read and understand the terms and conditions and to ask questions.
 - (d) All information you have given the operator, in this contract or other documents, is true and correct.
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Name – holder 1

Signature

Date:

Name – holder 2

Signature

Date:

Annexures

Annexure A: Perpetual Interment Right Terms and Conditions

Annexure B: Price breakdown

Annexure C: Related Services

Annexure D: Additional Interment Right Holders or Persons to be interred.

Annexure A: Perpetual Interment Right Terms and Conditions

These terms and conditions are part of the agreement between *Gwydir Shire 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 at the time of need before a person can be buried or their ashes placed in the interment site. A separate Application for Interment must be submitted to *Gwydir Shire Council*. Once received we will contact you if we require any further information 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 deal with it in future as long as you comply with the below requirements.

- (b) You must have our written approval to place a memorial or monument at the interment site (if it is not purchased as part of this contract). You also must place the memorial or monument 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) We do not provide memorials or monuments.
- (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, with the exception of 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 14* 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 14* of the contract) and the interment service later at the time of need (in accordance with *Items 8 and 14* of the contract). You also agree to pay for any other related services at *Item 9* 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 16* of the contract. We can charge you interest as described in *Item 16* 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 transferring 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, we must transfer the perpetual interment right to the surviving Interment Right Holder.
- (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.
 - The agreed fee remains unpaid outside of the terms of any agreement made.

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 *Gwydir Shire Council 02 6724 2000* 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 www.gwydir.nsw.gov.au

- (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 *Gwydir Shire Council 02 6724 2000* or www.gwydir.nsw.gov.au
- (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.

Annexure B: Price breakdown

Price Breakdown Element	Description of this Element	Operator Specific Information (if relevant)	Price (GST applicable element, includes GST)
Perpetual Interment Right – Burial Plot	Preparation of key documentation and associated activities to issue an interment right (the right to be buried in a particular location) including: - Consumer Contract - Interment Right Certificate - Perpetual Maintenance - Land value	Depth to suit maximum 2 bodily interments and 4 ash interments	\$1582.00
Perpetual Interment Right – Columbarium Wall	Preparation of key documentation and associated activities to issue an interment right (the right to be buried in a particular location) including: - Consumer Contract - Interment Right Certificate - Perpetual Maintenance - Land value	Maximum of one ash interment per niche	\$330.20

Annexure C: Related Services

Related services have not been included at Item 14 and will be charged at the time of need and may include the one or more following.

- Interment – bodily or ashes into plot, ashes into columbarium wall
- Hire of shade shelter
- Hire of chairs
- Monumental Works
- Permission to alter an existing monument
- Removal of ashes or plaque
- Private Cemeteries & Burials – Order for Interment
- Private Cemeteries & Burials – Inspection
- Administrations Charges – transfers/cancellations/refunds etc

Annexure D: Additional Interment Right Holders or Persons to be interred.

Item 4 – Interment Right Holder

Additional Holder 1.

Full name			
Home address			
Postal address			
Phone		Email	

Additional Holder 2.

Full name			
Home address			
Postal address			
Phone		Email	

Item 5 - The person(s) to be interred (Ashes Only)

Person 3.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

Person 4.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

Person 5.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

Person 6.

Full name			
Home address			
Phone		Email	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Other		
Date of Birth			
Immediate Use - Date of Death			

Office Use Only

Proof of Identity – Person 1		1.		2.	
Proof of Identity – Person 2		1.		2.	
Cemetery		Plot Reg No.			
Section		Row		Plot	
Interment No.		Perpetual Interment Right No.			
Invoice/Receipt.		\$			
<input type="checkbox"/> Authority	<input type="checkbox"/> Mapping	<input type="checkbox"/> Cemetery Register		<input type="checkbox"/> Content Manager	

Documents Checklist

- Perpetual Interment Right Contract signed by both parties
- Copy given to Interment Right Holder
- Interment Right Certificate issued
- Invoice issued

Checked by:

Authorised Officer Name:

Authorised Officer Signature:

Date: