

# Cremation Contract

## 1. Contract Statement

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

In this Contract these defined terms have the following meanings:

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

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

**Cremation:** A process for reducing bodily remains.

**Crematoria:** A building where deceased persons are cremated.

**Operator (or We, Our or Us):** Mountain View Crematoria Pty Ltd, also referred to as MVC (ABN: 50 619 642 349).

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

## 2. Applicant Details

GIVEN NAME/S	FAMILY NAME	RELATIONSHIP TO DECEASED
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	POSTCODE	
<input type="text"/>	<input type="text"/>	
EMAIL	CONTACT PHONE NUMBER	
<input type="text"/>	<input type="text"/>	

## 3. Deceased Details

GIVEN NAME/S	FAMILY NAME	AGE
<input type="text"/>	<input type="text"/>	<input type="text"/>
DATE OF BIRTH	DATE OF DEATH	RESIDENTIAL ADDRESS
<input type="text"/>	<input type="text"/>	<input type="text"/>

## 4. Any Additional Requirements

RELIGIOUS AND CULTURAL REQUIREMENTS

ABORIGINAL CULTURAL OR SPIRITUAL REQUIREMENTS

OTHER APPLICANT REQUIREMENTS

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

## 5. Cremation Service Prices

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(Funeral Director to tick all that apply)

### Cremation Fees (includes GST)

<input type="checkbox"/> NSW Government Cremation Levy (Mandatory Fee) (Fee required for all cremations from 1 <sup>st</sup> July 2024)	\$45.10
<input type="checkbox"/> Adult Cremation Fee (Weekday) (Cremation to occur within three (3) business days of delivery to Crematoria)	\$898.00
<input type="checkbox"/> Adult Cremation Fee (Saturday) (Fee for cremation on a Saturday <b>prior to 12pm</b> )	\$1604.00
<input type="checkbox"/> Adult Cremation Fee (From 12pm Saturday, Sunday and Public Holidays) (Fee for cremation <b>after 12pm Saturday, Sunday and Public Holidays</b> )	\$1829.00
<input type="checkbox"/> Child Cremation Fee (Weekday) (Cremation fee for child still born (greater than 20 weeks' gestation) up to child aged under 12 years)	NO FEE
<input type="checkbox"/> Child Cremation Fee (Weekend)	\$476.00

### Additional Cremation Service Fees (includes GST)

<input type="checkbox"/> Adult Cremation Fee – Same Day Service (Weekday) (Additional fee for cremation to occur on the day of delivery and/or family wish to be notified of the time and date of cremation.)	\$220.00
<input type="checkbox"/> Witness of Delivery (Additional fee to witness delivery to the crematorium, includes use of the Reflection Room (1hr) and bookings require a minimum of 24hrs notice.)	\$455.00
<input type="checkbox"/> Witness of Insertion (Additional fee to witness the insertion of the coffin into the cremator. A Specific time will be advised, please arrive promptly. Bookings require a minimum of 24hrs notice. Price includes <b>Same Day Service Fee</b> . Allow 30 minutes for this service.)	\$781.00
<input type="checkbox"/> Reflection Room Booking (Additional fee for use of Reflection Room. Room has seating for up to 15 people for <b>60 minutes</b> . Bookings require a minimum of 24hrs notice.)	\$275.00
<input type="checkbox"/> Storage of Coffin (Additional fee per day after initial Three (3) Business Days)	\$55.00
<input type="checkbox"/> Religious and cultural requirements	FEES MAY APPLY
<input type="checkbox"/> Aboriginal cultural or spiritual requirements	FEES MAY APPLY
<input type="checkbox"/> Other applicant requirements	FEES MAY APPLY

### Post Cremation Service Fees (includes GST)

<input type="checkbox"/> Postage of Cremains (Australia wide)	\$66.00
<input type="checkbox"/> Transfer of Cremains to Churches or Cemeteries (Between Thirroul and Nowra)	\$44.00
<input type="checkbox"/> Transfer of Cremains into an item purchased with Mountain View Crematoria	NO FEE
<input type="checkbox"/> Scatter of Cremains at Wollongong City Memorial Gardens – Transfer Fee (Fee for families who do not wish to have the cremains returned. Cremains will be scattered on a dedicated garden.)	\$110.00
<input type="checkbox"/> Storage of Cremains (First Month)	NO FEE
<input type="checkbox"/> Storage of Cremains (Each additional month)	\$55.00

## 6. Privacy and Collection of Information

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The personal information collected in this Contract is collected and used to allow Us to provide the services to You. We manage the collection and use of this personal information in accordance with the NSW privacy legislation. We may need to share it with other regulatory authorities, if the law requires Us to do so. For further information, please refer to Our Master Terms and Conditions of Sale located at [www.mvc.net.au](http://www.mvc.net.au).

## 7. Cremation and Management of Remains

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We will conduct the cremation of the person to be cremated in accordance with this Contract.

We will manage the remains prior to and following the cremation in accordance with your instructions set out in this Contract.

We will undertake the cremation services in accordance with the *Public Health Regulation 2022 (NSW)*, as amended from time to time.

## 8. Consumer Protection, Disputes and Complaints

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

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

To provide feedback or to submit a complaint, please contact Mr Anthony Parsons, General Manager, [anthony@mvc.net.au](mailto:anthony@mvc.net.au).

If you are not satisfied with how we deal with your complaint, you can contact the government authority that regulates us: *Cemeteries and Crematoria NSW*.

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

## 9. Applicant Declaration

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You confirm and declare that:

- a) You understand the information provided to you about the cremation service being offered by the Operator.
- b) You have had reasonable time to read the information, ask questions, and seek advice about the terms of this Contract.
- c) Before accepting the terms of this Contract, You were given information about the cremation service and pricing charged by the Operator.
- d) All information You have provided in this Contract or other documents, is true and correct.
- e) You provided consent to the Funeral Director to share Your personal information and the personal information of the deceased person with us.
- f) You understand that this Contract does not list prices charged by the Funeral Director. Invoicing for the cremation service will be issued by Your Funeral Director.

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APPLICANT FULL NAME

DATE

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## 10. Funeral Director Declaration

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

- a) In accordance with the *NSW Public Health Regulation 2022*, the Applicant is either an Executor, relative, or proper person (not a Funeral Director, except in the circumstance of a destitute cremation).
- b) Before signing this Contract, I have provided You with information about the cremation service and pricing charged by the Operator and how this will be charged to You.
- c) I have explained the terms and conditions of this Contract to You.
- d) I provided You reasonable time to read the information, ask questions, and seek advice about the terms of this Contract.
- e) I am authorised by the crematorium Operator to act on their behalf.
- f) I have explained that the Operator will issue their invoice for the cremation service to me (the Funeral Director).

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FUNERAL DIRECTOR FULL NAME

DATE

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