

## Between

.....  
(Name of Funeral Director) (ABN)

of .....  
(Address) (Postcode)

Telephone: ..... Facsimile: ..... E-mail: .....

(“the Funeral Director”)

## And

Mr/Mrs/Ms/Miss .....  
(Name of Client)

of .....  
(Residential Address) (Postcode)

Telephone: ..... Facsimile: ..... E-mail: .....

(“the Client”)

## Recipient of Funeral (if not “the Client”)

.....  
(Name of Recipient)

## Contact Person after Death

Mr/Mrs/Ms/Miss .....  
(Name of Contact Person) (Relationship to Beneficiary)

of .....  
(Residential Address) (Postcode)

Telephone: ..... Facsimile: ..... E-mail: .....

(“the Contact Person”)

**IT IS AGREED** that the Funeral Director will, upon the death of the Recipient, supply in respect to the Recipient, the funeral service itemised in the Schedule hereto (“the Funeral Service”) on the Terms and Conditions attached to this Agreement.

**DATED** the ..... day of ..... 20 .....

### For and on Behalf of the Funeral Director

.....  
(Name and Signature of Funeral Director’s Agent)

### Signed by the Client

.....  
(Signature of Client)

### Signed by the Client in the presence of

.....  
Signature of Witness

.....  
Name of Witness (in Block Letters)

.....  
Address of Witness

**NOTE: Clients are advised to ensure that the recipient’s next-of-kin and executor are aware of the existence of the pre-paid funeral contract.**

### Particulars of Interment Right in force for the benefit of the Recipient are as follows:

Holder: .....  
(Insert the name of the holder of the interment right)

Cemetery: .....  
(Insert the name of the cemetery authority that granted the right)

Period: .....  
(Insert the commencement date and period for which the interment right was granted)

Nature: .....  
(Insert the Nature of Interment Site)

Location: .....  
(Location of Interment Site)

### Particulars of Separate Contract for Pre-paid memorial for the Recipient:

Parties: (A) ..... (B) .....  
(Insert the names of the parties)

Memorial Description: .....  
(Insert description of the memorial to be provided)

THE COSTS OF THE INTERMENT RIGHT / MEMORIAL HAVE / HAVE NOT BEEN FULLY PAID

# Schedule Funeral Service

Recipient: .....

**2**

## Funeral Service at:

(Insert Name if the Church, Crematorium, Funeral Chapel or other place at which the funeral service is to be held)

(Insert Address of Church Crematorium etc)

### Clergy/Celebrant:

(If available)

Rosary

Liturgy

Vigil

Service

Mass

Other

### Other:

For:  Burial

Cremation

Donation to Science

Other

### at:

(Insert address of the Cemetery or, Crematorium or other place at which the funeral burial/cremation is to be conducted)

## Particulars

### Funeral Director's Professional Fee:

\$

### Casket/Coffin

### Ashes Urn or Container

Type: .....

Type: .....

Style: .....

Style: .....

Materials of which made:

Fittings: .....

Linings: .....

Mounting: .....

\$

### Preparation for viewing

\$

### Clothing/Habit/Shroud

\$

### Cemetery

Preparation and (re)opening charges

\$

### Headstone and memorial work

Removal and/or replacement of Memorial Tablet/masonry

\$

### Cremation Fee

\$

### Packaging of Ashes

\$

### Placement of Cremated Remains

Attended  Unattended

\$

### Medical Documentation

Certificate(s) for Cremation or Coroner's Report

\$

### Cremation Permit

\$

### Clergy/Celebrant Offering

\$

### Music

Organist  Vocalist

\$

### Death & Funeral Notices

..... lines (Monday-Friday) in

\$

### Floral Arrangements

\$

### Memorial Cards

Style ..... Quantity ..... Photo: B&W  CLR

\$

Printing: Single Sided  Double Sided

\$

### Memorial Book

\$

### Catering Charges

For ..... people at .....

\$

consisting of .....

\$

### Hire of Mourning Car(s)

..... x ..... Seater for ..... hours

\$

### Certified Copy of Death Certificate

Number of copies required

\$

### Transfer of Deceased (After Hours)

\$

### Other

\$

\$

### Additional Costs: (See Terms Of Agreement 1.3)

Pre-Paid Interment site (See Note on Page 1)

\$

Pre-Paid Memorial (See Note of Page 1)

\$

### TOTAL COST (including GST)

\$

### Total Funeral Costs

Including GST of \$ .....

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## 1. Payment

- 1.1 The Client nominates the Catholic Church Endowment Society Incorporated ("CCES") as the Approved Investment Manager, and agrees to pay the Total Funeral Costs (Including GST) to the CCES for it to deal with as follows:
- (a) The Total Funeral Costs (Excluding GST), will be deposited in an account with the Catholic Development Fund to be managed by CCES, in accordance herewith (hereinafter referred to as the "Investment Amount").
  - (b) The Total GST Applied, will be remitted by CCES to the Australian Taxation Office.
- 1.2 The parties irrevocably authorise and direct CCES to pay the Investment Amount and any earnings thereon ("the Entitlement") to the Funeral Director in accordance herewith, on the death of the Client and the provision of the Funeral Service.
- 1.3 The Client agrees to pay to the Cemetery or interment right provider, as the case may be, the Additional Costs (if any) set out in the Schedule.
- 1.4 No further charges will be payable for the Funeral Service unless this Agreement ("the Agreement") is varied in accordance with clauses 2 or 3 or additional statutory rates, taxes or levies are imposed after the date of this Agreement and then only to the extent of such tax or levy.

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## 2. Variations to the Funeral Service

- 2.1 If any part of the Funeral Service cannot be provided by the Funeral Director due to discontinuation of that good or service, then a good or service of as close a quality and kind as is available will be provided by the Funeral Director.
- 2.2 During his or her lifetime, the Client may vary the Funeral Service by agreement with the Funeral Director.
- 2.3 Any such variation must be endorsed on or annexed to this Agreement and be signed by both the Client and an authorised officer of the Funeral Director.
- 2.4 Any such variation is not effective until the additional amount (if any) agreed between the Client and the Funeral Director in respect of the varied Funeral Service is received by CCES to be held and invested as part of the Investment Amount (after deducting the applicable GST amount).
- 2.5 Any person entitled to make funeral arrangements with respect to the Recipient ("the Family"), after the death of the Client, may vary the Funeral Service by agreement with the Funeral Director.
- 2.6 The Funeral Director is entitled to charge such additional fees to the Family as are agreed with the Family in accordance with clause 2.5.

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## 3. Funeral Director Not Providing Funeral Service

- 3.1 If the Funeral Director fails to provide the Funeral Service substantially in accordance with this Agreement or at all then, subject to clause 4, the Funeral Director irrevocably directs and authorises CCES to pay the Entitlement to the Client's estate to meet the cost of alternative funeral arrangements or to the Funeral Director who provides the Funeral Service.

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## 4. 14 Day Cooling Off Period

- 4.1 This Agreement may only be cancelled within 14 days of the date of its execution by the Client. A written request to cancel this Agreement must be submitted to the Funeral Director and CCES to receive a full refund of the Total Funeral Costs (Including GST).
- 4.2 After the expiry of 14 days the Client has no right to a refund of the Total Funeral Costs (Including GST) or the Entitlement or any part thereof.
- 4.3 If an interment site has been pre-purchased, cancellation of such entitlement will be subject to the terms imposed by the relevant cemetery or other provider and may incur a cancellation fee.

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## **5. Death Outside Of Specified Area**

- 5.1 The Funeral Service includes the transfer of the deceased from the place of death within the radius of 50 km of the funeral home of the Funeral Director where the funeral is to be conducted (called the "Specified Area") and the conduct of the funeral between 9:00am and 4:00pm Monday to Friday, excluding public holidays and award holidays (called the "Specified Time"). If the Client dies outside of the Specified Area and/or the funeral is not to be held within the Specified Time, then the Funeral Director is not obliged to provide the Funeral Service unless payment is made to the Funeral Director of the reasonable additional costs for performance of the Funeral Service outside of the Specified Area (or for the transfer of the deceased Client to the funeral home of the Funeral Director) or Specified Time as the case may be.
- 5.2 If the Funeral Director does not provide the Funeral Service for the reasons expressed in clause 5.1 then CCES will pay the Entitlement, after deducting and paying to the Funeral Director, all and any costs, expenses and outgoings reasonably incurred by the Funeral Director to date in respect of and incidental to the Funeral Service (but not exceeding 10% of the Entitlement), to the Client's estate to meet the cost of alternative funeral arrangements.

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## **6. Documents Required**

- 6.1 This Agreement and a medical examiner's medical examiners report of death or death certificate must be provided to the Funeral Director as soon as practicable after the Recipient's death.

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## **7. Assignment**

- 7.1 Neither this Agreement nor the Entitlement may be transferred without the consent of the other party and CCES. If the Funeral Director's interest in this Agreement is transferred to another funeral director at the request of the Client the transferring Funeral Director may charge the Client a transfer fee not exceeding 10% of the Entitlement and in that event CCES is irrevocably directed and authorised to pay such fee to the Funeral Director from the Entitlement.

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## **8. Acknowledgments**

The Client expressly acknowledges and agrees that:

- 8.1 No amount may be withdrawn from the Entitlement before the death of the Client except upon cancellation under clause 4.
- 8.2 Upon satisfactory evidence of completion of the Funeral Service and production of a relevant death certificate, CCES will arrange for the Entitlement to be paid to the Funeral Director;
- 8.3 The rate of interest to be applied to the Investment Amount is the rate from time to time fixed by CCES.
- 8.4 The Catholic Development Fund is a fund operated by CCES and that CCES receives a benefits from investments with the Catholic Development Fund.
- 8.5 CCES is entitled to rely upon any document that it believes to be genuine.
- 8.6 CCES does not act in any fiduciary capacity or as trustee for the Client of the Investment Amount.

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### **Note - For Information of Cancelling Party**

**It will be important to consider the taxation and social security implications of cancellation of the contract**

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**To:** Catholic Church Endowment Society Incorporated  
 39 Wakefield Street  
 ADELAIDE SA 5000

Dear Sirs,

## Full Payment in Relation to a Pre-Paid Funeral Plan

I/We am/are the Client(s) named in the attached Contract and have entered into a Pre-Paid Funeral Plan Contract in which you are specified as the Approved Investment Manager for the purposes of the Fair Trading (Pre-Paid Funerals) Code of Practice. The definitions used in the contract are used in this letter.

I/We enclose my/our payment of the Total Funeral Costs (including GST) and irrevocably authorise you as the Approved Investment Manager to deal with it in accordance with the Contract.

I/We nominate the Funeral Director, or its assignee, to receive the Entitlement on my death and upon completion of the Funeral Service.

I/We repeat the acknowledgments for your benefit contained in the Contract and specifically acknowledge that no amount of the Investment Amount or Entitlement will be refunded to me/us by Catholic Church Endowment Society Inc, except in accordance with the 14 day cooling-off period referred to in the Contract.

Dated the ..... day of ..... 20

Signed by the said Client(s) in the )  
 presence of )  
 ) .....  
 (Signature of Client)

.....  
**Signature of Witness** (Signature of Client)

.....  
**Name of Witness** (in block letters)

.....  
**Address of Witness**