

GENERAL CONDITIONS

A. Terms (or derivations of terms) used in this agreement

Interment (Interred) means the placement of human remains (bodily or cremated) in a crypt, vault, niche or other structure or in the earth.

Memorial means a monument, plaque, headstone, garden or other item to be installed on a Site to commemorate or identify the User of the Site.

Nominated User means a person you nominate on the Term Sheet or any agreed replacement.

Ornamentation means items to adorn or decorate a Site such as vases, statues, artificial flowers, photos, permanent wreaths or floral sprays, boxes, shells and toys.

Sites means sites in a cemetery capable of Interment of bodily remains (**Cemetery Sites**) and sites in a cemetery or crematorium for Interment of cremated remains and specifically means the site on the Term Sheet.

User (Use) means a deceased person whose remains have been Interred in a Site.

You means the Purchaser or Purchasers or, if deceased at the relevant time, then their personal representative(s).

B. Our agreement

1. **Australian consumer legislation applies** – Under the Australian Consumer Law various consumer guarantees apply to the goods and services we provide to you. We cannot limit our liability for breach of these guarantees. The terms of this agreement apply subject to the Australian Consumer Laws.
2. **Special Conditions** – To the extent of any inconsistency, any Special Conditions prevail over these General Conditions.
3. **Payment of purchase price** – You agree to pay the purchase price as set out in the Term Sheet.

C. The Site

4. **We will reserve the Site** – We will reserve the Site for use by you or any Nominated User. This is a contractual right only and neither you nor any Nominated User has any other right, title or interest in the Site or the land on which the Site is located.
5. **Certificate of rights** – Upon full payment for the Site, we will issue you or each Nominated User with a certificate evidencing the rights of Interment of the Nominated Users and as required by law.

6. **Change of Nominated User** – Prior to issue of the certificate you can change the Nominated Users. Once we have issued a certificate, you cannot change any Nominated User without our consent and unless already deceased and interred elsewhere, the consent of the Nominated User being removed. We will not unreasonably withhold our consent and can impose conditions, such as the return to us of the existing certificate.
7. **Tenure** – Subject to any legislation or governmental regulations relating to limited or renewable tenure, or a specific provision in this agreement, the Interment in the Site is perpetual.
8. **Use of Site by Nominated Users** – unless otherwise specifically stated, we are not obliged to increase the number of Nominated Users who may use a Site.

D. Memorials and Ornamentation

9. **Memorials and Ornamentation** – If you want a Memorial or Ornamentation, to the extent permitted by law and to maintain the beauty of the Park, unless it is a bronze plaque, it can only be installed or placed on the Site if it is purchased from us. Only we may install or construct Memorials or Ornamentation.
10. **Third party bronze plaques** – On request, we will install bronze plaques not purchased from us but they must be pre-approved by us in writing, acting in good faith, and accord with our specifications. We will charge a placement fee in accordance with the customer price list current at the time of the installation. The placement fee will take into account matters including the time and expense required to approve the plaque, install it and the obligations assumed by us to take care of the Park.
11. **Memorials purchased later** – If you buy a Memorial after buying the Site or you decide to upgrade a Memorial, you must pay us in accordance with the customer price list current at that time. A Memorial will not be placed until it is paid for.
12. **Inscription** – Unless indicated in this agreement, the cost of inscription on any Memorial is not included in its price. We will charge for inscription in accordance with the customer price list current at the time it is required.
13. **Use of Natural Products** – Many Memorials are made of natural products, such as granite or stone. We will try to match samples or materials ordered as closely as possible, but you agree that natural imperfections or variations in colour, pattern or texture are unavoidable and are not defects.

14. **Care of Memorials or Ornamentation** – To the extent permitted by law, we are not responsible for the maintenance and repair of Memorials or Ornamentation including wear and tear, fading of photos or discolouration over time and we are not liable for any damage to a Memorial or Ornamentation unless the damage is caused by us.

E. Non provision of services

15. **Refusal of service** – We may refuse to allow use of the Site by any person who has engaged in conduct or has such a reputation which in our good faith opinion, would harm the reputation of the Park or us, or cause distress or concern for any bereaved families of deceased persons buried within the Park. You may then terminate this agreement and we will refund to you all monies you paid under this agreement (less any money you owe us).
16. **Events beyond our control** – If we are unable to place any Nominated User(s) in the Site or to provide the Memorial or Ornamentation due to causes beyond our control (such as flooding, earthquake or fire), we will not be in default but will refund to you monies paid under this agreement by you for anything we can no longer supply.
17. **Out of Manufacture** – If you prepay for a Memorial there is always a risk that at the time the Memorial is required the specific form of Memorial is no longer manufactured. Should this occur we will provide after consultation with you a Memorial as close as practicable to the type nominated or you may, at your discretion, order a different type of Memorial at our then current customer price list. We will not collect prepayment from you for a specific type of Memorial if we know that its intended manufacture will cease prior to the time we anticipate that it will be required.

F. Payment and termination

18. **Payment before the Site, Memorial and Ornamentation are provided** – We may refuse Interment or installation of a Memorial or Ornamentation until the purchase price has been fully paid. For these purposes, if the Interment is into a Site designed for multiple Users (such as a garden, crypt or vault), we may require the full purchase price under this agreement to be paid before the first User is Interred in that Site or Memorial.

19. **Failure to pay** – If you purchase products or services from us but fail to meet a payment in time then, if after we have given you at least 60 days written notice, you are still in arrears, we will attempt to negotiate varied payment terms with you but if agreement cannot be reached within a period acceptable to us, acting reasonably, we may terminate this Agreement.

20. **Right to terminate** – In addition to any other right of termination in this agreement, or granted by statute, , if either you or we breach a material term of this agreement (the "Defaulting Party"), the other party (the "Non-defaulting Party") may terminate this agreement by written notice to the Defaulting Party, but only after:

(a) giving the Defaulting Party 60 days written notice specifying the breach and stating that if the breach is not rectified by the end of that period, it may terminate this agreement; and

(b) the Defaulting Party fails to rectify the breach within the notice period.

Waiver of compliance with any provision of this agreement is not a waiver of rights for later breaches of that provision.

21. **Effect of termination** – On termination of this agreement by us, you will lose any entitlement to the rights or unused goods or services you reserved or bought under this agreement and we may sell them to someone else. In such event you must pay a termination fee of 25% of the purchase price. We will after deducting the termination fee, refund any excess paid by you.

G. Other Conditions

22. **We will take care of the Park** – We will maintain the Park to a reasonable standard, natural wear and tear excluded. After buying a Site, Memorial or paying a placement fee, you will not have to make any contribution to maintenance.

23. **Notify us if you change your address** – It is your responsibility to notify us in writing of any change to your contact details.

24. **Transfer of rights restricted** – You cannot transfer or vary your rights under this agreement without our prior written consent or unless allowed by law. We may impose conditions on the transfer or variation, including the payment of a fee and to ensure compliance with the law.

25. **Multiple purchasers** – If you are more than one person under this agreement, your obligations may be enforced jointly against you all or severally against each of you.

26. **No returns** – We are not obliged to buy back a Site or Memorial.

27. **We may sell the Park** – We may sell, lease or otherwise deal with all or part of the Park without your consent or the consent of any Nominated User but such dealings will not prejudice your rights under this agreement. If we sell or otherwise transfer our ownership interest in a part of the Park that has been reserved for you we may novate or transfer our rights, obligations and interests in this agreement to the new owner. If required by law for the novation to take effect we will give you notice of the novation and the novation will be deemed to be effective from the date you receive the notice.

H. Privacy Statement

28. We are committed to protecting your personal information. A copy of our Privacy Policy is available online at www.invocare.com.au.

29. The personal information provided by you in this agreement is primarily collected and used by us and our related companies for the purpose of providing funeral and memorial related products and services you have requested InvoCare to provide, such as the purchase of a Site or Memorial. In addition to the information provided by you on this agreement, various State legislation requires that we collect and hold additional information in relation to cremations and burials carried out by us.

30. We may share your personal information with our related companies, regulatory authorities, memorial service providers and with contractors and agents we engage to provide products and services on our behalf, but only if it is necessary for the purposes of providing products and services to you or complying with our legal obligations. Should we arrange a repatriation or transfer of ashes to an overseas destination, we may also be required to disclose next of kin details to a funeral services provider at the overseas destination.

31. If you wish to access or correct your information, complain about a breach of your privacy or if you have queries regarding our privacy policy, please contact our Privacy Officer C/- InvoCare Australia Pty Limited, Locked Bag 8000, Crows Nest, NSW 1585; Phone (02) 9978 5200; Email privacy@invocare.com.au. InvoCare's Privacy Policy also contains information about these matters.

I. Feedback/complaints

32. We welcome your feedback. If you have any compliments or complaints about us, the Park, our services or you just want to comment or make an enquiry, please contact our Customer Relations Officer at C/- InvoCare Australia Pty Limited, Locked Bag 8000, Crows Nest, NSW 1585, by phone 1800 999 275 or by email to feedback@invocare.com.au.