

AGREEMENT BETWEEN INVOCARE AND PURCHASER
Northern Suburbs Memorial Gardens "the Park" ABN 22 060 060 031
TERM SHEET AND TAX INVOICE

AGREEMENT

25137

Memorial inscription details:

Inscription included in total price ☐ YES ☒ NO

Inscription wording provided ☐ YES ☒ NO

If you wish, you may nominate persons who are to be granted a Certificate for exclusive right of interment or inurnment or entombment ('Nominated Users'). See Clause 6 of the General Conditions

Nominated User(s)	DOB	Site Position	Address

Consumer Protection acknowledgement by Purchaser

I choose to reserve adjacent Site(s) for two (2) weeks from the date of signing this Agreement.

There are Special Conditions which are incorporated into this Agreement.

Witnessing of the inurnment is required, and a witnessing fee has been charged.

I choose to purchase a photo. InvoCare accepts no responsibility for the quality of reproduction, breakage, damage, theft or fading.

Photo provided.

I/Each of us acknowledge and agree that:

I understand that this Agreement relates specifically to rights and Memorials and Ornamentation and DOES NOT INCLUDE professional funeral services and costs, such as caskets, press notices, flowers or Funeral Director fees and I understand I will need to contact a Funeral Director for these items.

If I choose to bring in my own plaque, I will be charged a placement fee at the rate applicable at the time. I have been made aware of the current price of placement and that it may increase over time.

The current price of placement is, incl GST \$ N/A.

Unless indicated, the cost of inscription on any Memorial is not included. I will be charged for inscription at the rate applicable at the time.

I have been made aware of the current price of inscription and that it may increase over time.

The current price of inscription is, incl GST \$ N/A (refer to above).

I am solely responsible for all contractual obligations including all payments.

It is my responsibility to provide any Nominated User(s) with a copy of this Agreement and any Certificate issued by InvoCare under this Agreement. InvoCare recommends that a copy of this Agreement and the Certificate be kept with a Nominated User's will.

Provided fifty per cent of the payment under this Agreement has been paid, InvoCare has the right without further notice to me to construct any garden purchased under this Agreement. Notwithstanding InvoCare constructing the garden it is acknowledged that the Agreement continues to apply.

There is a risk that at the time the Memorial is required the specific form of Memorial is no longer manufactured.

✓ Box
YES NO N/A

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I/We have read, understand and agree to the entire Agreement which includes this Term Sheet, the Rules and Regulations, General Conditions and any Special Conditions.

Purchaser: Mathew Stevens
Name

Purchaser:
Name

InvoCare Representative: C. Alosious

Signature

Signature

Signature

Cooling Off Period

By completing and sending to us by registered mail the Notice of Termination below, you may at any time within ten working days after the date of this Agreement, terminate this Agreement.

Notice of Termination

I/We terminate this Agreement made by me/us with InvoCare Australia Pty Limited or subsidiaries or, where there is no Agreement, the offer made by me/us to enter into an Agreement, to purchase the goods or services described in this Agreement and require you, after your being given this notice, to repay all monies paid by me/us under or with respect to this Agreement or offer.

Dated this _____ day of _____ 20 ____

Purchaser:

Purchaser:

Address:

Name

Name

Signature

Signature

Signature

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Payment Options

Payments may be made by cash, cheque, credit card or eftpos, provided that for payments made other than cash, the following sections headed credit application details and/or credit card authorisation must be completed.

Credit Application Details

Name _____		Date of Birth ____/____/____	
Driver's Licence Number _____	Driver's Licence Expiry Date ____/____/____	Pension Card No./Other _____	
Employed By _____		Phone _____	
Address _____		Postcode ____	
Reference (Family and/or friend not living with you) Name: _____			
Address _____		Postcode ____	

Credit Card Authorisation

Debtor No.: _____

I, _____
of _____
Postcode _____

Phone No (H) _____ (W) _____ (M) _____

hereby authorise InvoCare to debit my credit card for Agreement number **25137** in the name

of _____ for the total sum of \$ _____ but with the following payments:

Deposit:

Amount \$ _____ Date ____/____/____

Amount \$ _____ Date ____/____/____

Amount \$ _____ Date ____/____/____

Amount \$ _____ Date ____/____/____

Monthly repayments:

The balance payable amount of \$ _____ to be debited on the following dates:

Amount \$ _____ : _____ Date ____/____/____ And thereafter \$ _____

on the _____ day of each month for the next _____ months

Visa / Mastercard / Bankcard / American Express (Please circle appropriate card)

Card Number

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Expiry Date

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 Name on Card _____

I acknowledge that I will advise InvoCare in writing any alterations of card details pertaining to this debit approval.

Signature _____ Date _____

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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 to hold a right of interment in the site.

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.

Site means a site in a cemetery capable of Interment of bodily remains (**Cemetery Sites**) and a site 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 entering into this contract and expiry of the cooling off period, we will issue you and any Nominated User with a certificate evidencing your rights of Interment and the rights of Interment of the Nominated Users and as required by law.

6. **Nominated User** – You may nominate a person to be a Nominated User of a Site. We will issue a certificate to the Nominated User granting him or her a right to be interred in the Site. A Nominated User cannot transfer these rights but subject to applicable laws those rights, if not used by the Nominated User, can pass to the beneficiaries of the estate of the Nominated User. Once a certificate is issued to a Nominated User, you cannot withdraw that nomination without the written consent of the beneficiary of that certificate. The nomination of a Nominated User does not relieve you of payment for the Site.

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 you or 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.

Continue overleaf

I/We have read, understand and agree to the entire Agreement which includes this Term Sheet, the Rules and Regulations, General Conditions and any Special Conditions.

Purchaser: Mathew Stevens
Name

Purchaser:
Name

InvoCare Representative: C. Aloisius

Signature

Signature

Signature

SPECIAL CONDITIONS

The additional terms set out below form part of the Agreement between the Purchaser and InvoCare. Only those terms set out in writing in this document, or in another part of the Agreement, have been agreed between InvoCare and the Purchaser.

All Special Conditions agreed between the Purchaser and InvoCare must be listed on this page and this page must be attached to the Application Form for Agreement Number 25137 Dated 12/10/18

We are not responsible for theft, vandalism or any other damage of ornaments, products or memorials in the park. If however we damage your ornament, product or memorial we will replace or repair it as appropriate.

Purchaser: Mathew Stevens
Name

Signature

Purchaser:
Name

Signature



InvoCare Representative: C. Alosious

Signature