

City of Coffs Harbour Cemeteries

Agreement statement

We (City of Coffs Harbour) grant you (the interment right holder) the perpetual interment right and related services in this contract.

The 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)
- any other annexures to this contract.

Some terms in this agreement are defined or explained in Annexure A. Notes on the right side of this contract highlight useful terms and tell you where to find them in Annexure A.

Applicant's details (person to be interred)

Persons to be interred.

Name	
Address	

Interment site

Cemetery	
Interment type	
Section	
Row	
Plot/ niche	
Other detail	
Depth of grave	
Maximum number of interments	

Note that at Coffs Harbour Lawn, Bucca, and Coramba cemeteries double depth digging is permitted. At Woolgoolga Monumental and Lawn cemetery, only single depth digging is permitted.

Notification and confirmation of burial

Contract received	
Burial date	
Cemetery	
Interment type	
Service type	
Section	
Row	
Plot / niche	
Standard/ oversized	
Other detail	

Director's details

Company Name	
Address	

Part B: Services

Interment service

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

Full payment of application is required prior to interment occurring. Fees and charges are listed in Part C of the contract or on the link listed below.

<https://www.coffsharbour.nsw.gov.au/Your-Council/Fees-forms-and-publications/Fees-and-charges>

Related services

We will provide the below services in addition to the perpetual interment right

Includes : Administration, grave site, burial / placement, standard bronze memorial plaque and perpetual ground maintenance.

Excludes: Funeral costs (Funeral Director, Coffin, Funeral Service/Transport), Monuments/Plaques or perpetual maintenance of the gravesite. Interment costs will be reduced by reservation deposits made before 30/06/2024.

For full details of related services applicable to each cemetery, please refer to Annexure C.

Religious and cultural requirements

This section reflects those requirements that you have requested, and we have agreed to provide.
None

Aboriginal cultural or spiritual requirements

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

None

Other interment right holder requirements

This section reflects those requirements that you have requested, and we have agreed to provide.
None

Maintenance responsibilities

This section reflects those requirements that you have requested, and we have agreed to provide. City of Coffs Harbour is responsible for general maintenance of plots, grounds and roadways within lawn cemetery boundaries.

At monumental and historical cemeteries, the City will maintain cemetery grounds however maintenance of plaques/monuments is the responsibility of the interment right holder

Part C: General details

Part A: Perpetual interment right	
Part B: Services	<p>An itemised cost breakdown for burial and ash interment is provided at Annexure B. Current fees and charges are also available on the City’s website</p> <p>Fees and charges City of Coffs Harbour (nsw.gov.au)</p> <p>Please note: Additional costs apply for non-standard services including but not limited to.</p> <ul style="list-style-type: none"> - Afterhours services - Reopening services - Non-standard ash interments - Non-standard plaques <p>If you have any questions about the pricing, please contact the City of Coffs Harbour on 02 6648 4000 prior to signing the contract</p>
Address	
Other fees and discounts	
Total price (\$) *	

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.

Operator declaration and signature

City of Coffs Harbour confirms the following:

- a. Before offering, negotiating, or making this agreement, we gave you information about our relevant basic product (basic adult burial, basic ash interment, or basic cremation), our cost breakdown (Annexure B) and the goods and services included in the price.
- (b) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.

Date

Group Leader Engagement

Annexure A: Perpetual interment terms and conditions

These terms and conditions are part of the agreement between City of Coffs Harbour (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:
 - (c) 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
 - (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) If you buy a perpetual interment right when you are 'at-need', the contract will describe the services that you have chosen.

- (i) 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.
- (j) We must issue an order for interment before a person can be buried or their ashes placed in the interment site. We will contact you if we require any further information in order to do this.

A.2 Memorials, maintenance and goods and services

- (k) 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.
- (l) 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.
- (m) 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.
- (n) If you are buying a memorial or monument from us as part of this contract then it is already approved, although some types of memorial/monument are only approved for specific interment sites. You can find out more by visiting our premises or our website.
- (o) 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.
- (p) 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.
- (q) You are responsible for the costs or activity needed to install or maintain a memorial or monument unless otherwise specified in the contract.
- (r) 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.
- (s) We will take all reasonable steps to make sure that our goods and services meet any religious or cultural requirements outlined in the contract.
- (t) 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

- (u) 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 13 of the contract.
- (v) 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 13 of the contract) and the interment service now or later at the time of need (in accordance with items 7 and 14 of the contract). You also agree to pay for any other related services selected at item 8 of the contract later, at the time of need (if you still need them).
- (w) 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.
- (x) You will pay for the items included in this agreement as set out in item 15 of the contract. We can charge you interest as described in item 15 if you pay us late.
- (y) 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

- (z) 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.
- (aa) 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.
- (bb) 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.
- (cc) Either party (you or we) can waive their own rights under this agreement by telling the other party in writing.
- (dd) 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*.

A.5 End of agreement

- (ee) 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.
- (ff) You can end this agreement by writing to us 30 days before you want it to end, and in line with clause 5(c).

- (gg) You can only end this agreement if the interment site has not been used for a burial or to place ashes.
- (hh) 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.
- (ii) 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.
- (jj) 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.
- (kk) 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

- (ll) 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.
- (mm) 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.
- (nn) You must not give us other people's personal information unless they agree that we can have it and use it.
- (oo) 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 City of Coffs Harbour if you wish to check, update or correct any of the personal information that you give us.
- (pp) 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

- (qq) 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.
- (rr) 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>.
- (ss) 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 [Complaints and Other Feedback Policy | City of Coffs Harbour \(nsw.gov.au\)](#).

- (tt) 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.
- (uu) To give us your feedback or to complain, please contact City of Coffs Harbour.
- (vv) 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>.
- (ww) 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: Cost breakdown

	Operator Specific information (if relevant)	Adult ash 1st interment	Adult ash 1st interment	Adult ash 1st interment	Adult burial 1st interment	Adult burial 1st interment
Locations		<ul style="list-style-type: none"> • Coffs Harbour Monumental, • Woolgoolga Monumental, • Bucca • Coramba 	<ul style="list-style-type: none"> • Coffs Harbour Lawn • Woolgoolga Lawn 	<ul style="list-style-type: none"> • Coffs Harbour Lawn (Columbarium wall and memorial garden), • Woolgoolga Lawn • (Columbarium wall and memorial garden) 	<ul style="list-style-type: none"> • Coffs Harbour Lawn • Woolgoolga Lawn 	<ul style="list-style-type: none"> • Coffs Harbour Monumental • Woolgoolga Monumental • Bucca • Coramba
Right to Interment (bury or place) body or ashes in a particular location in a cemetery						
Administration – interment right <i>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</i>		\$150	\$150	\$150	\$150	\$150
Land value <i>Relevant proportion of the cost of purchasing land for the cemetery</i>		\$150	\$150	\$150	\$150	\$150

<p>Site development <i>Relevant proportion of the cost of developing land for the cemetery, or the specific area of the cemetery (Applies to new cemetery development only) . For renewable tenure this would include the costs of preparing a grave site for resale.</i></p>		\$200	\$200	\$200	\$1,200	\$500
<p>Perpetual maintenance <i>Share of cost of activities required to maintain the site and the cemetery. Operator to specify whether perpetual maintenance (future) is included.</i></p>		\$1,150	\$1,150	\$100	\$2,000	\$1,600
<p>Cremation</p>						
<p>Cremation <i>Cost of cremation, if included in the basic ash interment</i></p>	<p>Not applicable - services provided by third party.</p>	N/A	N/A	N/A	N/A	N/A
<p>Administration – Cremation administrative costs or fees associated with the cremation, including any mortuary storage costs or transportation costs that apply.</p>	<p>Not applicable - services provided by third party.</p>	N/A	N/A	N/A	N/A	N/A
<p>Burial or placement of a body or ashes in grave or built structure</p>						

<p>Burial or placement burial of bodily remains in the ground, including excavation (digging a grave to the appropriate size and depth) and landscaping the site after burial, or Placement of bodily remains elsewhere than in the ground (e.g. crypt, mausoleum). Placement of ashes in the ground or another structure (such as a columbarium or niche wall)</p>		\$500	\$600	\$300	\$2,000	\$1,000
<p>Administration / overheads <i>Administrative costs associated with the burial or placement of the ashes, for example issuing the order for interment (required to confirm all details correct before burial/placement occurs)</i></p>		\$200	\$200	\$200	\$200	\$200
<p>Memorial (if applicable)</p>						
<p>Plaque, monument, headstone or other item to be installed on a site to commemorate or identify engraving and/or placement of a memorial</p>		\$800	\$800	\$450	\$800	\$800
<p>Religious, cultural or spiritual (if applicable)</p>						

Religious, cultural or spiritual requirements <i>Details of religious, cultural or spiritual requirements included and an explanation of the components of the price. For example interment within 24 hours requiring staff overtime, backfill by hand requiring additional labour or witness insertion costs.</i>	Not applicable – price of services provided on request and not included in basic product.	N/A	N/A	N/A	N/A	N/A
Additional fees, services or products (if applicable)						
Items or components that are not included in the above sections e.g. flowers, chapel hire, catering <i>Each component should be clearly itemised and details provided.</i> <i>Includes any additional fees for example if an 'Out of Area' fee is applied by council operators to customers residing outside of the council area.</i>	Not applicable - Services provided on request and not included in basic product.	N/A	N/A	N/A	N/A	N/A
Additional fees	Not applicable – cost of services provided on request and not included in basic product.	N/A	N/A	N/A	N/A	N/A
Discounts (if applicable)						
Discounts or extra fees	Not applicable.	N/A	N/A	N/A	N/A	N/A
		\$3,150	\$3,250	\$1,550	\$6,500	\$4,400

Annexure C: Related services



Cemetery	Burial / ash interment into graves including standard plaque	Columbarium wall including standard plaque	Memorial garden including standard plaque	Monumental works / headstones	City's responsibility <i>Plaque placement ground maintenance interment</i>
Coffs Harbour Lawn	Included	Included	Included	Not permitted	Included
Woolgoolga Lawn	Included	Included	Not Applicable	Not permitted	Included
Coffs Harbour Historical	Not Included	Not Available	Not Applicable	Permitted	Included
Woolgoolga Monumental	Not Included	Not Available	Not Applicable	Permitted	Included
Coramba	Not Included	Not Available	Not Applicable	Permitted	Included
Bucca	Not Included	Not Available	Not Applicable	Permitted	Included
Corindi	Not Included	Not Available	Not Applicable	Permitted	Included