



Pre-paid Funeral Plan Contract

Contract No SF

This Contract evidences the agreement between Swanborough Funerals ABN 89 497 118 210 (called the 'Funeral Director') and the Contract Holder for the provision of funeral services in respect of the Beneficiary as set out in the Schedule below and in accordance with the Terms of Agreement overleaf.

Contract requested by: (called the 'Contract Holder')

Address Postcode

Telephone No. (home) (work)

Funeral Service for: 1. (together called the 'Beneficiary')

and if joint applicants 2. Postcode

Address

1. Date of Birth 2. Date of Birth

Next of Kin: Relationship

Address Postcode

Telephone No. (home) (work)

SCHEDULE Only the services itemised and costed below are to be provided under this Contract.

FUNERAL SERVICE: to include transfer of the deceased from the place of death within the radius of 40km of the funeral home of the Funeral Director (called the 'Designated Area') and the conduct of the funeral between 8:00am and 5:00pm Monday to Friday, excluding weekends, public holidays and award holidays.

Cost \$ (GST inc)

1. Funeral Service at

For [] Burial [] Cremation at

2. [] Casket [] Coffin Name

Materials/Colour/Finish Linings

Lid Closure Mountings

3. Additional Services

Mourning cars (max passengers) Type Number

Mortuary preparation, Viewing

Cemetery, Cremation Fee

Transfers outside Designated Hours

Press Notices Lines:

Flowers (description)

Doctors' Certificates for Cremation

Copy of Death Certificate Certified

Clergy/Celebrant offerings

Cremation Permit

Memorial Book, Gloves, Ties, Arm Bands

Memorial Cards Photo Yes/No

Grave Marker/Monumental

Organist/Singer

Other Requests

GST (to be remitted by the Funeral Director to the ATO) = 1/11 of Total Funeral Service Costs = \$

TOTAL FUNERAL SERVICE COSTS (ensure that this figure includes GST) \$

Plus Pre-paid Travelcare Plan (payable in full) \$

Administration Fee \$

TOTAL PAYABLE (Inclusive of GST) **\$

**Please complete Funeral Fund Application form for Total Funeral Service Costs less GST as the "Investment Amount" plus Travelcare Plan (if applicable).

[] If INSTALMENT PAYMENT ARRANGEMENTS are to apply, ensure that a copy of the Additional Instalment Terms is completed, signed and attached

For and on behalf of the Contract Holder/Beneficiary Date

For and on behalf of the Funeral Director Date

Please ensure that you also receive a copy of the Terms of Agreement and the Additional Instalment Terms (if applicable)

TERMS AND CONDITIONS OF AGREEMENT

1. The Pre-paid Funeral Plan Contract (incorporating the Schedule) overleaf together with these Terms and Conditions of Agreement, constitutes a contract for the provision of services between the Funeral Director, the Contract Holder and the Beneficiary. It may only be altered by further agreement between the parties.
2. The Contract Holder agrees to invest the Total Amount Payable as specified in the Schedule overleaf into a Funeral Benefit Fund ("the Fund") of Foresters Friendly Society ABN 27 087 648 842 of 11-17 Jeffcott Street, West Melbourne Victoria 3003 in the name of the Beneficiary and nominate the Funeral Director to the entitlement of the accrued benefit in the Fund.
3. The Funeral Director agrees that upon the death of the beneficiary to provide the funeral service as set out in the Schedule subject to the following;
 - a. that unless an agreed variation to this contract is made no additional charges will be payable
 - b. that if any part of the funeral service cannot be provided due to a discontinuation of that item or service, an item or service of as close a quality and kind as is available will be provided;
 - c. where the pre-purchase of a right of burial or cremation deed is specified in the Schedule, to arrange for such pre-purchase on behalf of the Beneficiary.
4. The Contract Holder may cancel this contract by giving written notice of that cancellation to the Funeral Director within 30 days of the date of the Contract or if after 30 days then only in any circumstances permitted by relevant legislation.
5. The Contract Holder and the Beneficiary expressly acknowledge and agree that:
 - a. no amount may be withdrawn from the Funeral Fund prior to death except upon the cancellation provisions under clause 4;
 - b. the Contract does not guarantee that any particular individual employee of the Funeral Director will be the person who provides the Funeral Service;
 - c. only those items listed in the Schedule will be supplied by the Funeral Director. If the Beneficiary or his legal representative requests additional items, additional costs will be payable;
 - d. upon satisfactory evidence of completion of the Funeral Service by the Funeral Director, the Funeral Fund Entitlement will be paid from the Fund to the Funeral Director;
 - e. if for any reason beyond the control of the Funeral Director, the Funeral Director does not provide the Funeral Service, then the Funeral Fund entitlement will be payable to the Beneficiary's estate to meet the costs of alternative funeral services, but only after first deducting any reasonable costs (not exceeding 40% of the Funeral Fund Entitlement) incurred by the Funeral Director;
- f. if the Beneficiary dies outside the designated area the Funeral Director is not obliged under this Contract to provide the Funeral Service unless payment is made of the reasonable costs for performance of the necessary service outside the Designated Area or for transfer of the deceased Beneficiary to the funeral home of the Funeral Director;
- g. if the Beneficiary dies outside the Designated Area and the Funeral Director does not provide the Funeral Service because those additional payments are not made, then despite not having carried out the Funeral Service the Funeral Director will be entitled to be paid by the Contract Holder an amount equal to 10% of the Funeral Fund Entitlement by way of an administration fee.
6. Neither this Contract nor the Funeral Fund entitlement may be cancelled or transferred to another funeral director without the written consent of the original Funeral Director which consent cannot be unreasonably withheld, subject however to the payment of an administration fee not exceeding 40% of the Funeral Fund entitlement to the original Funeral Director.
7. This Contract and a medical examiner's report of death or death certificate must be provided to the Funeral Director as soon as practicable after the Beneficiary's death.
8. This contract is binding on the legal representative of the estate of the Contract Holder and the Beneficiary and on any successors or assigns of the Funeral Director.
9. Where the Total Amount Payable is payable by instalments, the following conditions apply;
 - a. unless other wise agreed by all parties the Total Amount Payable must be paid within three years from the date of this Contract;
 - b. if the Beneficiary dies prior to payment of all instalments, the Funeral Director may at its discretion;
 - i. Provide the funeral service upon charging additional costs after recalculating the cost of the funeral at current applying rates;
 - ii. Decline to provide the Funeral Service but agree that any Funeral Fund Entitlement be paid to the Beneficiary's estate to meet the costs of an alternative funeral service;
 - c. if an instalment payment is in arrears for more than three months, the Funeral Director may by notice in writing to the Contract Holder and the Beneficiary cancel the Contract on the basis of the failure to meet agreed instalment payments.
10. If the Funeral Director sells its funeral business before providing the Funeral Service, then the Funeral Director must, as part of the sale, assign the Contract to the purchaser of the business.