

# Perpetual interment right contract



*Contact and connect*

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## Agreement statement

We (the operator) grant you (the interment right holder) the perpetual interment right and related services in this contract.

Our agreement includes:

- perpetual interment right contract (this contract)
- perpetual interment right terms and conditions (Annexure A)
- prices (Annexure B)
- related services (Annexure C)
- any other annexures to this contract.

Some terms in this agreement are defined or explained in Annexure A.

## Part A: Perpetual interment right

(Tweed Shire Council to complete)

### 1. Premises

Cemetery/address

### 2. Interment site

CEM number

Section

Name of deceased

Row

Interment type

Plot

### 3. Total number of interments included

Burial/s

Number of interments:

Ash/es

Number of interments:

## 4. The interment right holder

(Funeral Director to complete)

### Primary grantee

Full name (include middle name/s)

Home address

Postal address (if different from home)

Phone

Mobile

Email

### Secondary grantee

(If applicable)

Full name (include middle name/s)

Home address

Postal address (if different from home)

Phone

Mobile

Email

### Tertiary grantee

(If applicable)

Full name (include middle name/s)

Home address

Postal address (if different from home)

Phone

Mobile

Email

## Part B: Services

### 5. Interment service

We will provide you with the interment(s) (burial or ash) into the interment site specified in the contract.

There are 2 types of interment services, at-need or pre-need.

**Option 1: At-need** – when a burial or ash interment is required immediately (funeral director to explain)

- The full fee is required prior to the interment.
- This service is included in the price breakdown in Annexure B.

**Option 2: Pre-need** – when the site is being reserved for future use (Council to explain)

- A non-refundable reservation fee is charged to cover administrative costs.
- This service is not included in the price breakdown in Annexure B and will be charged later at the price that applies at the time of need.

### 6. Related services

Ancillary services we provide in addition to the perpetual interment right (see full details of these related services at Annexure C):

Cremation

Kitchen hire (with chapel)

Outdoor stump hire

Chapel hire

Memorials (refurbishment, upgrades, unmarked graves) – on application

Outdoor stump hire

Related services are by application at time of need.

### 7. Religious, cultural or spiritual requirements

Your specific requirements are to be discussed with your funeral director. We will endeavour to accommodate your request if it is lawful, and your activity meets OH&S requirements.

### 8. Other interment right holder requirements

Write N/A if there are no additional requirements. This may relate to future ash interment(s), memorialisation requirements, etc.

### 9. Maintenance responsibilities

You are responsible for the cost and activity of maintaining any memorial on your interment site. This includes costs incurred by vandalism. This responsibility will be transferred to your executor at the time of your passing.

We are responsible for maintaining the premises, including any part of your interment site that does not contain a memorial.

Refer to A2. Memorials in Annexure A, maintenance and goods and services for the full terms and conditions and list of responsibilities.

## Part C: General details

### 10. Price

#### Part A: Perpetual interment right

#### Part B: Services

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#### Other fees

#### Total price\*

\*This total price only reflects the services being paid for now.

An internal price breakdown has been provided above for our standard services.

**Interment service price disclosure:** The current price for an at-need service for this financial year listed in Annexure B is \$7,369.60 for a burial, \$2,077.30 for an ash interment, \$676.00 for a base memorial (no ash interment) and \$720.10 for a standard cremation. The current price for a pre-need service is \$366.00 for both a burial and ash interment reservation, \$122.00 for a cremation reservation and \$366.00 for a combined cremation and ash interment reservation.

**Payment:** you must pay the total price prior to commencement of the service being bought. If your payment is directly to the funeral director, they will advise you of their payment options and timeframes. When a payment is direct to Tweed Shire Council, the invoice must be paid within 30 days of the invoice date and prior to the service being provided. The payment is to be made over the counter by card, cash or cheque or by card only via the ePayment and Property Services portal [eproperty.tweed.nsw.gov.au](http://eproperty.tweed.nsw.gov.au). Cheques and money orders can also be posted. A transaction fee of 0.55% is payable for online credit card payments.

**Transfer fee disclosure:** if you choose to transfer the perpetual right of interment or a reservation, the fee will be priced on application at the time the transfer is requested, based on the current fees and charges for that financial year.

**End of agreement:** If you decide to cancel a reservation after thirty days of signing the contract and we have received payment, the payment is non-refundable. If you decide to end an at-need agreement within thirty days of signing the agreement and no fees have been paid, there will be no penalties. The fee to cancel a right of interment after thirty days of signing the agreement will be priced on application based on the current fees and charges for that financial year.

## 11. Plaque, base, memorial inclusions

### Burials

#### Adult single lawn

<b>Plaque</b>	Design 5:	
	<ul style="list-style-type: none"> <li>• 380 × 230 mm cast bronze plaque</li> <li>• 7-line roman font</li> <li>• Brown background</li> </ul>	<ul style="list-style-type: none"> <li>• Standard raised edge</li> <li>• Plain or RC Cross</li> <li>• Cemetery code</li> </ul>
<b>Base</b>	Tweed Heads or Murwillumbah cemeteries, including Lilli Pilli Terrace, Tweed Valley:	
	<ul style="list-style-type: none"> <li>• 500 × 330 × 50 mm</li> </ul>	<ul style="list-style-type: none"> <li>• Flat medium grey granite</li> </ul>
<b>Base</b>	Tweed Valley Cemetery, except Lilli Pilli Terrace:	
	<ul style="list-style-type: none"> <li>• 510 × 70 × 360 × 50 mm</li> </ul>	<ul style="list-style-type: none"> <li>• Angled medium grey granite</li> </ul>

#### Adult dual lawn – 1st burial

<b>Plaque</b>	Design 6a:	
	<ul style="list-style-type: none"> <li>• 380 × 230 mm cast bronze base plaque</li> <li>• 3-line roman font</li> <li>• Brown background</li> <li>• Standard raised edge</li> </ul>	<ul style="list-style-type: none"> <li>• Plain or RC cross</li> <li>• Cemetery code</li> <li>• 4 × mounting screws for detachable plates</li> </ul>
<b>Plaque</b>	Design 8:	
	<ul style="list-style-type: none"> <li>• 156 × 70 mm detachable plate</li> <li>• 4 to 5-line roman font</li> <li>• Brown background</li> </ul>	<ul style="list-style-type: none"> <li>• Raised edge</li> <li>• 2 × holes for mounting</li> </ul>
<b>Base</b>	Tweed Heads or Murwillumbah cemeteries, including Lilli Pilli Terrace, Tweed Valley:	
	<ul style="list-style-type: none"> <li>• 500 × 330 × 50 mm</li> </ul>	<ul style="list-style-type: none"> <li>• Flat medium grey granite</li> </ul>
<b>Base</b>	Tweed Valley Cemetery, except Lilli Pilli Terrace:	
	<ul style="list-style-type: none"> <li>• 510 × 70 × 360 × 50 mm</li> </ul>	<ul style="list-style-type: none"> <li>• Angled medium grey granite</li> </ul>

### Adult triple lawn – 1st burial

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<b>Plaque</b>	Design 7: <ul style="list-style-type: none"><li>• 380 × 280 mm cast bronze base plaque</li><li>• 3-line roman font</li><li>• Brown background</li><li>• Standard raised edge</li></ul>	<ul style="list-style-type: none"><li>• Plain or RC cross</li><li>• Cemetery code</li><li>• 6 × mounting screws for detachable plate</li></ul>
<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 156 × 70 mm detachable plate</li><li>• 4 to 5-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Raised edge</li><li>• 2 × holes for mounting</li></ul>
<b>Base</b>	Tweed Heads or Murwillumbah cemeteries, including Lilli Pilli Terrace, Tweed Valley: <ul style="list-style-type: none"><li>• 500 × 330 × 50 mm</li><li>• Flat medium grey granite</li></ul>	
<b>Base</b>	Tweed Valley Cemetery, except Lilli Pilli Terrace: <ul style="list-style-type: none"><li>• 510 × 70 × 360 × 50 mm</li><li>• Angled medium grey granite</li></ul>	

### Dual/triple lawn – 2nd and 3rd burials

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<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 156 × 70 mm detachable plate</li><li>• 4 to 5-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Raised edge</li><li>• 2 × holes for mounting</li></ul>
<b>Base</b>	No base – placed on existing cast bronze plaque	

### Child lawn

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<b>Plaque</b>	Design 31: <ul style="list-style-type: none"><li>• 229 × 184 mm cast bronze plaque</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Tweed Heads or Murwillumbah Lawn cemeteries: <ul style="list-style-type: none"><li>• 280 × 250 × 50 mm</li><li>• Flat small grey granite</li></ul>	
<b>Base</b>	Tweed Valley Lawn Cemetery: <ul style="list-style-type: none"><li>• 340 × 70 mm or 310 × 25 mm</li><li>• Angled small grey granite</li></ul>	

## Perpetual interment right contract

### Baby/stillborn

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<b>Plaque</b>	Design 31: <ul style="list-style-type: none"><li>• 229 × 184 mm cast bronze plaque</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Tweed Heads or Murwillumbah Lawn cemeteries: <ul style="list-style-type: none"><li>• 280 × 250 × 50 mm</li></ul>	<ul style="list-style-type: none"><li>• Flat small grey granite</li></ul>
<b>Base</b>	Tweed Valley Lawn Cemetery: <ul style="list-style-type: none"><li>• 340 × 70 mm or 310 × 25 mm</li></ul>	<ul style="list-style-type: none"><li>• Angled small grey granite</li></ul>

### Baby/stillborn – <20 weeks' gestation (Tweed Valley only)

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<b>Plaque</b>	Design 33: <ul style="list-style-type: none"><li>• 111 × 75 mm cast bronze plaque</li><li>• 6-line helvetica font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Concrete edging	

### Single lawn memorial (Tweed Heads Cemetery)

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<b>Headstone</b>	<ul style="list-style-type: none"><li>• 500 × 400 × 80 mm approximately</li><li>• Flat, curved or scarfed headstone</li><li>• Galaxy, African Red, Jet Black or Blue Pearl Granite</li><li>• Direct inscription of 80 standard characters (no colour)</li><li>• 2 × Stainless steel vases up to 12 characters</li><li>• Cemetery code</li></ul>	
<b>Base</b>	597 × 200 × 100 mm	
<b>Additional cost</b>	Colour for 80 characters plus engraving and colour of additional characters	

### Dual lawn memorial – 1st burial (Tweed Heads Cemetery)

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- Headstone**
- 500 × 400 × 80 mm approximately
  - Flat, curved or scarfed heastone
  - Galaxy, African Red, Jet Black or Blue Pearl Granite
  - Direct inscription of 80 standard characters (no colour)
  - 2 × stainless steel vases up to 12 characters
  - Cemetery code
- 

**Base** 597 × 200 × 100 mm

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**Additional cost** Colour for 80 characters plus engraving and colour of additional characters

### Dual lawn memorial – 2nd burial (Tweed Heads Cemetery)

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- Headstone** On existing headstone
- Direct inscription of 40 standard characters (no colour)
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**Additional cost** Colour for 40 characters plus engraving and colour of additional characters

### General Cemetery – single

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- Plaque** Design 5:
- 380 × 230 mm cast bronze
  - 7-line roman font
  - Brown background
  - Standard raised edge
  - Plain or RC cross
  - Cemetery code
- 

**Base**

- 610 × 400 × 350 × 75 × 600 × 75 mm
- Placed on a concrete foundation
- Grey granite plinth

### Ashes in existing grave (all cemeteries except Tweed Valley Cemetery)

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- Plaque (niche)**
- 152 × 114 mm cast bronze
  - 6-line roman font
  - Brown background
  - Beveled edge
  - Plain or RC cross
  - Cemetery code
- 

**Base**

- 280 × 250 × 50 mm
- Flat small grey granite



### Ashes in existing grave (Tweed Valley Cemetery only)

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<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 156 × 70 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	<ul style="list-style-type: none"><li>• 280 × 250 × 50 mm</li></ul>	<ul style="list-style-type: none"><li>• Flat small grey granite</li></ul>

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### Ashes in coffin

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<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 156 × 70 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
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## Ash interments

### Rose and Flower Gardens, Memorial Walk, Memorial Cordyline Walk

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<b>Plaque (niche)</b>	<ul style="list-style-type: none"><li>• 152 × 114 mm</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	<ul style="list-style-type: none"><li>• 180 × 180 × 140 × 120 mm</li></ul>	<ul style="list-style-type: none"><li>• Angled granite block</li></ul>

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### Kookarburra Columbarium Wall

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<b>Plaque</b>	Design 31: <ul style="list-style-type: none"><li>• 180 × 170 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li><li>• Beveled edge</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li><li>• Tranquillity vase</li></ul>
<b>Base</b>	Granite wall	

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### Single niche Columbarium Wall (Murwillumbah General Cemetery)

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<b>Plaque</b>	Design 31: <ul style="list-style-type: none"><li>• 150 × 130 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li><li>• Standard raised edge</li></ul>	<ul style="list-style-type: none"><li>• Plain or RC Cross</li><li>• Cemetery code</li><li>• 4 × 5 mm screw holes in each corner</li></ul>
<b>Base</b>	Brick wall	

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### Dual niche – 1st interment Columbarium Wall (Murwillumbah General Cemetery)

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<b>Plaque</b>	Design 37: <ul style="list-style-type: none"><li>• 165 × 230 mm cast bronze base</li><li>• 3-line roman font</li><li>• Brown background</li><li>• Standard raised edge</li><li>• Plain or RC cross</li></ul>	<ul style="list-style-type: none"><li>• Cemetery code</li><li>• 4 × 5 mm screw holes in each corner</li><li>• 8 × screws (4 × mounting, 2 × each detachable plate)</li></ul>
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<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 142 × 70 mm detachable plate</li><li>• 4 to 5-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Half border</li><li>• 2 × screw holes halfway on side edge</li></ul>
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**Base** Brick wall

### Dual niche – 2nd interment Columbarium Wall

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<b>Plaque</b>	Design 8: <ul style="list-style-type: none"><li>• 142 × 70 mm detachable plate</li><li>• 4 to 5-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Half border</li><li>• 2 × screw holes halfway on side edge</li></ul>
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**Base** Mounted on existing cast bronze plaque included in first interment

### Gumnut Garden

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<b>Plaque (niche):</b>	<ul style="list-style-type: none"><li>• 152 × 114 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	<ul style="list-style-type: none"><li>• 180 × 180 × 140 × 120 mm</li></ul>	<ul style="list-style-type: none"><li>• Granite angled block</li></ul>

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### Memorial Book

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<b>Plaque</b>	Design 33a: <ul style="list-style-type: none"><li>• 111 × 75 mm Cast bronze</li><li>• 6-line helvetica font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
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**Base** Large bronze book structure

## Perpetual interment right contract

### Family sundial (privately owned)

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<b>Plaque</b>	Design 33: <ul style="list-style-type: none"><li>• 100 × 63 mm cast bronze</li><li>• 6-line helvetica font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Standard raised edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Sundial structure	

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### Memorial Creek Walk, Lily Gardens

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<b>Plaque (niche):</b>	<ul style="list-style-type: none"><li>• 152 × 114 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Concrete edging	

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### Memorial Rainforest Walk

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<b>Plaque (niche):</b>	<ul style="list-style-type: none"><li>• 152 × 114 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Quarry rock	

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### Rotunda (Bromeliad, Birds Nest, Majestic)

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<b>Plaque</b>	Design 31: <ul style="list-style-type: none"><li>• 180 × 170 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Granite beam	

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### Pond View Gardens

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<b>Plaque</b>	Design 33a: <ul style="list-style-type: none"><li>• 180 × 150 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Granite block or beam	

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## Perpetual interment right contract

### Single tree (individual and family)

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<b>Plaque</b>	Design 33a: <ul style="list-style-type: none"><li>• 180 × 150 mm Cast bronze</li><li>• 6-line roman font</li><li>• Brown Background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Single ash safe rock	

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### Dual tree – 1st interment (individual and family)

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<b>Plaque</b>	Design 33a: <ul style="list-style-type: none"><li>• 180 × 150 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Dual ash safe rock	

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### Dual tree – 2nd interment (individual and family)

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<b>Plaque</b>	Design 33a: <ul style="list-style-type: none"><li>• 180 × 150 mm cast bronze</li><li>• 6-line roman font</li><li>• Brown background</li></ul>	<ul style="list-style-type: none"><li>• Beveled edge</li><li>• Plain or RC cross</li><li>• Cemetery code</li></ul>
<b>Base</b>	Existing dual ash safe rock	

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### Family tree

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- Internal garden
  - Concrete edging
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**Additional cost** Single or dual ash interment application and associated fees for every interment (as required)

## Declarations and signatures

Option 1 (Council staff) or Option 2 (Funeral Director)

This contract may 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 copy of the fully signed contract once signed by all parties.

### Option 1: Operator declaration and signature

Our representative (our employee) 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 prices (Annexure B) and related services (Annexure C) and the goods and services included in the price.
- b) We explained the terms and conditions of this contract to you.
- c) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.

Representative signature

Name and position

Date

### Option 2: Operator declaration and signature

Our authorised agent (Funeral Director) 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 prices (Annexure B) and related services (Annexure C) and the goods and services included in the price.
- b) We explained the terms and conditions of this contract to you.
- c) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.
- d) They are authorised by us to act for us, and they are doing so with our authority.

Representative signature

Name and position

Date

**Signature required for every interment right holder.**

### Single/primary interment right holder declaration and signature

You confirm that:

- a) The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.
- b) Before offering, negotiating, or making this agreement, we gave you information about the operator's least expensive packages (such as basic adult burial, basic ash interment and basic cremation), our prices (Annexure B) and related services (Annexure C) and the goods and services included in the price.
- c) You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.
- d) All information you have given the operator, in this contract or other documents, is true and correct.

Interment right holder signature

Name (please print)

Date

### Second interment right holder declaration and signature

(If applicable)

You confirm that:

- a) The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.
- b) Before offering, negotiating, or making this agreement, we gave you information about the operator's least expensive packages (such as basic adult burial, basic ash interment and basic cremation), our prices (Annexure B) and related services (Annexure C) and the goods and services included in the price.
- c) You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.
- d) All information you have given the operator, in this contract or other documents, is true and correct.

Interment right holder signature

Name (please print)

Date

### Third interment right holder declaration and signature

(If applicable)

You confirm that:

- a) The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.
- b) Before offering, negotiating, or making this agreement, we gave you information about the operator's least expensive packages (such as basic adult burial, basic ash interment and basic cremation), our Prices (Annexure B) and Related Services (Annexure C) and the goods and services included in the price.
- c) You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.
- d) All information you have given the operator, in this contract or other documents, is true and correct.

Interment right holder signature

Name (please print)

Date

## Annexure A

### Terms and conditions

These terms and conditions are part of the agreement between Tweed Shire Council (Council) and the interment right holder(s) also known as the grantee(s) (you, yours).

#### A1. Perpetual interment rights

- a) This agreement gives you the exclusive right to a specific site for a permanent burial or placement of ashes. This is called a perpetual interment right. As the person(s) who has this right, you are the interment right holder also known as the grantee.
- b) As the grantee, you can nominate who is interred into the designated site. This is known as the 'person(s) to be interred'. You may nominate:
  - You or another person, if you are buying the right 'pre-need' – which means you do not immediately need a burial or ash interment.
  - A person who is deceased, if you are buying the right 'at-need' – which means you need a burial or ash site now.
- c) Council issues certificates confirming perpetual interment rights and list current interment right holders in Council's cemetery register. Council 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.
- d) A perpetual interment right does not include any rights or title in the land, roads, buildings, or other structures in the interment site or on the premises.
- e) Both parties to this agreement (you and Council) agree that changes to the *Cemeteries and Crematoria Act 2013* (the CC Act) and other laws can affect perpetual interment rights.
- f) If you buy a perpetual interment right 'at-need' the contract will describe the services that you have chosen.
- g) If you require a perpetual interment right 'pre-need', you are reserving the right now but (unless the contract states otherwise) you will need to pay for the interment service, whether burial or ash site, at the time of need. The price for the related services will be in the price that applies in the future when you need those services, unless otherwise stated in the contract.
- h) Council must issue an order for interment prior to a burial or ashes interment to take place. Council will contact you if any further information is required to do this.

#### A2. Memorials, maintenance and goods and services

- a) As the grantee, you are the person authorised to arrange and design the memorial. This includes the initial memorial, additional inscriptions, embellishments, replacements, or refurbishments. You can nominate someone to do this on your behalf by providing a statutory declaration signed by a Justice of the Peace stating that you as grantee give permission to (full name, address, phone, and email) of the person, to arrange and design the memorial on your behalf. This permission is limited to this instance only.
- b) Council will send you an application form for a memorial advising of the standard plaque and base for each burial and/or ash interment site included in the fee. Any deviation to the standard is at the cost of the grantee. The lawn memorial burial monuments include 80 non-coloured characters, an additional charge will be payable if coloured characters are requested and/or upgrades are requested.
- c) As the grantee, you must return the signed form to us along with the draft wording and any additional information required. Be specific as we cannot assume what you want. We will send you a draft proof (and quote, if applicable) for your approval. The memorial will be ordered when you provide Council with your final approval and any additional fees have been paid.

## Perpetual interment right contract: Annexures

- d) To ensure that all interments are not left unmarked as per Council's policy, this process must be completed within 12 months of the memorial application being issued. Council assumes the right to undertake the memorialisation if there has been no response to the 2 reminders that we will send. The fees included in the cost of the interment will be used to cover the memorial. If Council has placed a memorial and, at a future date, you decide to design a memorial, this will be at the full cost of the memorial and any associated fees.
- e) As the grantee, it is your responsibility to clean and maintain the memorial. Repair and/or replacement of damaged, lost, vandalised or stolen memorials is at your expense. This includes and is not limited to plaque, granite, ceramic photos, vases, and other memorial embellishments.
- f) Council must maintain the premises regularly, at least to the minimum standard set by Cemeteries and Crematoria NSW. This includes your interment site, except for any memorial or monument on your site. Council may reduce the maintenance level when Council no longer offer future interments at the premises.
- g) You are not allowed to place trinkets, artificial flowers, glass or ceramic vases, wooden crosses, statues, metal containers, unapproved memorials, or any other item that we deem a public safety risk on any interment site. Council will remove these items at our discretion without notice.
- h) Council will take reasonable steps to make sure that goods and services meet any religious or cultural requirements outlined in the contract.
- i) You can buy extra goods and services 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.
- c) The name(s) provided on a reservation application is for that person(s) only. You cannot transfer the reservation to another person(s).
- d) Council updates our policies, procedures, and guidelines in accordance with needs and legislative changes. Any updated details will apply to this agreement, except that updated details will not affect the agreed price, or services listed in the contract.
- e) You will pay for the items included in the agreement as set out in Part C: General details item 10 of the contract.
- f) Goods and services tax (GST) applies to certain (not all) goods and services Council provides. GST will be included in the fee, where applicable, and charged at the time of purchase.

### A4. Changes and cancellations

### A3. Price and payment

- a) 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 Part C: General details item 10 of the contract.
- b) If you require the perpetual interment right to use in the future, (pre-need), you agree to pay the non-refundable reservation fee. This site is 'on hold' until it is required, and we cannot sell or use this site (in accordance with Annexure A). You also agree to pay for any other related services available under Annexure C if you require them, at the time of need.

- a) You can apply for the transfer of the perpetual interment right to someone else. Council will respond to this request within a reasonable time. Council charge a fee for the transfer of ownership. The new owner may be required to complete a new contract.
- b) To ensure the transfer of a perpetual interment right is legal, Council must agree to this in writing.
- c) Perpetual interment rights can be held by one person (solely) or 2 people (jointly):
- When a sole interment right holder dies, Council must transfer the perpetual interment right to the person named in their will, or act as the law prescribes if the interment holder did not leave a will.
  - When a joint interment right holder dies, Council must transfer the perpetual interment right to the surviving interment right holder.
- d) Either party (you or Council) can waive their own rights under this agreement by telling the other party in writing. All transfers or relinquishments will be confirmed in writing.
- e) Council 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 period may change if the law changes.
  - Council follows all other cancellation requirements under the CC Act.

### A5. End of agreement

- a) You or Council 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.



## Perpetual interment right contract: Annexures

- b) You can end this agreement in writing to Council 30 days before you want it to end, and in line with clause 5 (c).
- c) This agreement can only be ended if there has not been an interment for burial or ashes.
- d) The agreement automatically ends when you have paid all the fees you owe and either:
  - the burial or placement of ashes in the interment site has been completed, or
  - Council has cancelled your perpetual interment right, in line with section 52 of the CC Act.
- e) Some rights and duties that you and Council have under this agreement continue after the agreement has ended. These include the right and duties set out in:
  - clauses A.1 (c), A.2 (b, c, e, g, h and i), A.4 (b and d), A.5 (f and g) and A.7
  - clause A.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.
- f) Where an exhumation has taken place in line with section 66 of the CC Act, the rights and duties set out in clauses A.2 (b, c, e, g, h and i), A.4 (c and d) and A.7 that you and Council have under this agreement will no longer continue.
- g) If any part of this agreement cannot be enforced in court, then that part will be treated separately but the rest of the contract stands.

### A6. Personal information

- a) You agree that Council will collect and store personal information in line with this agreement, the CC Act and privacy legislation. Personal information is only used to provide the rights, goods, and services this agreement covers.
- b) Personal information is managed in accordance with our privacy policy and privacy legislation. Council may need to share this information with other regulatory authorities if the law requires us to do so.
- c) You must not give use other people's personal information unless they agree that Council can have it and use it.
- d) You must ensure the cemeteries office has correct, up-to-date contact details for you, your next of kin, and/or your nominated secondary representative. This is necessary so Council can provide the rights, goods and services this agreement covers. Please email [cemeteries@tweed.nsw.gov.au](mailto:cemeteries@tweed.nsw.gov.au) to update your personal information.

- e) Council will write to you to keep you updated, using the contact details shown in this contract, or any updated contact details you have provided.

### A7. Consumer protections, disputes and complaints

- a) Council will follow all relevant laws when providing you with the rights, goods and services included in this agreement. This includes complying with Australian Consumer Law, record management and privacy laws, work health and safety law, the CC Act, and public health laws.
- b) Nothing in the contract changes or limits your legal rights as a consumer. Find out more about these rights at [accc.gov.au/buying-products-and-services](http://accc.gov.au/buying-products-and-services)
- c) Council and you agree to follow our dispute resolution process if there is a disagreement about anything in this agreement. Any complaints are handled in accordance with Council's 'Complaints Handling procedure'.
- d) Council's dispute resolution process is consistent with the CC Act and Tweed Shire Council policy and gives Council the power to decide who holds the perpetual interment right for a particular site (on application), based on the CC Act.
- e) Your feedback or complaint needs to be in writing to [cemeteries@tweed.nsw.gov.au](mailto:cemeteries@tweed.nsw.gov.au) or complete a hard copy form located in the Cemetery Office at Tweed Valley Cemetery, 816-819 Eviron Road, Eviron, NSW 2484.
- f) If you are not satisfied with how Council deals with your complaint, please refer to Council's *Compliments and Complaints Handling Policy*.

#### Council's preferred action to lodge a complaint

In writing to the General Manager, Tweed Shire Council, PO Box 816, Murwillumbah, NSW 2484

By email to [tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)

Other forms of lodgement:

- phone Council on 02 6670 2400
- in person at either of Council's offices located in Murwillumbah or Tweed Heads

In addition, you can also contact the government regulatory authority – Cemeteries & Crematoria NSW. Visit [cemeteries.nsw.gov.au/complaints](http://cemeteries.nsw.gov.au/complaints)

The laws of New South Wales govern this agreement. If you or Council are unhappy with the dispute resolution outcome and the complaint is taken to court, you or Council will use a New South Wales court.

## Perpetual interment right contract: Annexures

### Definitions

Some terms in the agreement have specific meanings, as shown below.

<b>At-need</b>	The circumstances when a person needs a burial site or a place for ashes immediately. This usually means that a person has recently died (or where death is imminently expected).
<b>Authorised agent</b>	A party that we engage to act on our behalf, such as a funeral director.
<b>CC Act</b>	<i>Cemeteries and Crematoria Act 2013</i> (NSW)
<b>CCNSW</b>	Cemeteries and Crematoria New South Wales
<b>Cremation</b>	A process for reducing bodily remains by fire, heat, alkaline hydrolysis, or another method allowed by the regulations.
<b>Crematorium</b>	A building where deceased people are cremated. It does not matter whether the building (or part of it) is also used for memorial services.
<b>Interment</b>	The process of either burying human remains in the earth (directly in the earth or in a container) placing human remains in a mausoleum, vault, columbarium wall or other structure designed to hold human remains.
<b>Interment right holder or you or your</b>	The person recorded in the cemetery operator's register as the person that currently has the perpetual interment right.
<b>Interment site</b>	The specific location on the premises where a person will be buried, or the ashes will be placed.
<b>Memorial</b>	A gravestone, plaque, cenotaph or other monument, or any other structure or permanent physical object used to memorialise a person.
<b>Operator or we, our or us</b>	Tweed Shire Council, Council, TSC, cemeteries (we own and/or manage).
<b>Operator's register</b>	A register kept by a cemetery or crematorium operator, in line with section 63 of the CC Act.
<b>Order for interment</b>	A written order that the operator creates to confirm the details of the interment immediately prior to it occurring.
<b>Person(s) to be interred</b>	The person(s) whose bodily remains or ashes are to be buried or placed in the interment site.
<b>Perpetual interment right</b>	The right to have a person permanently buried or their ashes placed at the interment site, in line with this agreement and section 44 of the CC Act.
<b>Premises</b>	The cemetery or crematorium named in item 1 of the perpetual interment contract.
<b>Pre-need</b>	The circumstances when a person needs a burial or ashes site at a future date. Also referred to as a reservation. This usually means that no-one has recently died.
<b>Reservation</b>	A burial or ash interment site that has a non-refundable fee to hold the site for use at a future date. Also known as pre-need.
<b>Representative</b>	An officer, employee or volunteer that the operator authorises to act as its representative for the purpose of making this agreement. To be clear, a representative is not the same as an authorised agent.

## Annexure B

### Prices

The overall cost of an interment is made up of several components. Your invoice will have a breakdown of each charge type that makes up the total amount for a perpetual interment right. The site location and inclusions (type of memorial) will determine the overall cost.

#### Price breakdown

Perpetual interment right or our least expensive burial and ash interment options which are both at Tweed Valley Cemetery. All prices include GST.

##### Burial interment – single burial at Tweed Valley

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$2,922.70	Includes land plot
<b>Part B: Services</b>	\$2,942.50	Burial single adult, includes \$535.00 MIP
	\$244.00	Memorial administration fee
	\$445.50	Base – granite
	\$244.00	Mounting and placement fee for plaque and base
	\$399.30	Plaque – cast bronze or direct inscription
	\$171.60	CCNSW Burial Interment Levy
<b>Total price</b>	\$7,369.60	
<b>Other fees</b>	\$244.00	After hours surcharge weekdays – per hour after 3:30 pm
	\$1,166.00	Weekend surcharge – 2 operators and plant
	POA	Memorial upgrades and direct inscription

##### Ash interment – Memorial Garden at Tweed Valley

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$365.20	Includes land plot
<b>Part B: Services</b>	\$330.00	Garden structure
	\$731.00	Adult interment, includes \$63.55 MIP
	\$244.00	Memorial administration fee
	\$122.00	Mounting and placement fee for plaque and base
	\$215.80	Plaque – cast bronze
	\$69.30	CCNSW Ash Interment Levy
<b>Total price</b>	\$2,077.30	
<b>Other fees</b>	\$244.00	After hours surcharge weekdays – per hour after 3:30 pm
	\$488.00	Weekend surcharge – 1 operator and plant
	POA	Memorial upgrades

## Perpetual interment right contract: Annexures

### Memorial Book – scattering of ashes

Service	Cost	Description
<b>Part A: Perpetual interment right</b>		N/A
<b>Part B: Services</b>	\$110.00	Book structure
	\$244.00	Memorial administration fee
	\$122.00	Mounting and placement fee
	\$200.00	Plaque – cast bronze
<b>Total price</b>	\$676.00	
<b>Other fees</b>	POA	Memorial upgrades

### Cremation – Tweed Valley Cemetery

Service	Cost	Description
<b>Part A: Perpetual interment right</b>		N/A
<b>Part B: Services</b>	\$244.00	Administration
	\$60.50	Gas
	\$290.20	Cremation overheads
	\$63.00	Transfer to cremation reserve
	\$17.30	Urn and packaging
	\$45.10	CCNSW levy
	\$0.00	Plaque – cast bronze
	N/A	Transport and storage
<b>Total price</b>	\$720.10	
<b>Other fees</b>	\$135.00	Infant 24 months or less – 20% of adult cremation
	\$270.00	Child 2 years to 12 years – 40% of adult cremation
	\$122.00	After hours surcharge weekdays, after 3:30 pm*
	\$488.00	Weekend surcharge, 1 operator and plant*
	POA	Bariatric cremation

\*Additional to cremation fees

## Pre-need services

Pre-need services will reserve your chosen burial or ash interment site or your cremation with us. The reservation fee covers the cost to record this information and means that we cannot use this site until you require it. At the time of need, the full amount of the interment or cremation will be required. This fee will depend on the fees and charges of that financial year.

### Burial reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Non-refundable administrative fee Customer site inspection Reservation application process – invoicing Record keeping Mapping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year. Burial reservations are not available at Murwillumbah Cemetery.

### Ash interment reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Non-refundable administrative fee Customer site inspection Reservation application process – invoicing Record keeping Mapping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

### Cremation reservation

Service	Cost	Description
<b>Part A</b>	\$122.00	
<b>Part B: Services</b>	N/A	Cremation only Reservation application process – invoicing Record keeping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

### Combined cremation and ash reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Customer site inspection – invoicing Reservation application process for cremation and ash site Record keeping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

## Annexure C

### Related services

Additional services will be charged at the time of need for the amount stated for that financial year unless this service relates to a contract in which it will be the contracted price.

The additional services available are:

#### Chapel

Built in 1917 for the Ursuline Nuns as a schoolhouse, the chapel was then used to accommodate farming families while holidaying. In 2010, the building was re-purposed by Council to provide a place of remembrance while maintaining the heritage of the building.

The chapel is located at the Tweed Valley Cemetery, overlooking the pond. As a non-denominational chapel, it is ideal for funeral services, wakes and memorial services.

- 130 seats
- standing room available
- live streaming of service
- use of audio-visual equipment with 4 televisions inside and, on request, a television outside
- maximum of 3 hours hire.

#### Kitchen

The kitchen is located within the chapel building, with serving doors opening onto the verandah. There are benchtops along the chapel wall to place food and drink.

This kitchen provides:

- fridge
- oven
- microwave
- urn
- sink
- dishwasher
- cutlery, cups and plates
- tea, coffee and sugar (no milk supplied).

Catering must be organised by the hirer. The hirer is responsible for the cleaning of the kitchen and chapel areas afterwards.

#### Outdoor service – ‘Stumpy’

The outdoor area is opposite the pond on the grass area under the trees. It is nicknamed the ‘Stumpy’ as services are around a large tree stump which has a flat top.

Services are for up to 3 hours and includes the provision of 12 chairs around the tree stump. A tent may be made available on request.

#### Memorials (plaques, headstones, plinths, desktops)

Although memorials are included in all at-need burial and ash interments, unmarked graves, old reservations (with no memorial included) and refurbishments are an additional service.

This service is priced on application. Depending on the works being undertaken, additional fees to the product fees may include administration fees, mounting and placement fees and/or site access fees.

Our granite and cast bronze plaques are ordered through external contractors. Works cannot occur on any gravesite without the permission of the grantee and the cemetery office.

*Contact and connect*

**02 6670 2400**

[tweed.nsw.gov.au](http://tweed.nsw.gov.au)

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)

PO Box 816 Murwillumbah NSW 2484



## Annexure A

### Terms and conditions

These terms and conditions are part of the agreement between Tweed Shire Council (Council) and the interment right holder(s) also known as the grantee(s) (you, yours).

#### A1. Perpetual interment rights

- a) This agreement gives you the exclusive right to a specific site for a permanent burial or placement of ashes. This is called a perpetual interment right. As the person(s) who has this right, you are the interment right holder also known as the grantee.
- b) As the grantee, you can nominate who is interred into the designated site. This is known as the 'person(s) to be interred'. You may nominate:
  - You or another person, if you are buying the right 'pre-need' – which means you do not immediately need a burial or ash interment.
  - A person who is deceased, if you are buying the right 'at-need' – which means you need a burial or ash site now.
- c) Council issues certificates confirming perpetual interment rights and list current interment right holders in Council's cemetery register. Council 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.
- d) A perpetual interment right does not include any rights or title in the land, roads, buildings, or other structures in the interment site or on the premises.
- e) Both parties to this agreement (you and Council) agree that changes to the *Cemeteries and Crematoria Act 2013* (the CC Act) and other laws can affect perpetual interment rights.
- f) If you buy a perpetual interment right 'at-need' the contract will describe the services that you have chosen.
- g) If you require a perpetual interment right 'pre-need', you are reserving the right now but (unless the contract states otherwise) you will need to pay for the interment service, whether burial or ash site, at the time of need. The price for the related services will be in the price that applies in the future when you need those services, unless otherwise stated in the contract.
- h) Council must issue an order for interment prior to a burial or ashes interment to take place. Council will contact you if any further information is required to do this.

#### A2. Memorials, maintenance and goods and services

- a) As the grantee, you are the person authorised to arrange and design the memorial. This includes the initial memorial, additional inscriptions, embellishments, replacements, or refurbishments. You can nominate someone to do this on your behalf by providing a statutory declaration signed by a Justice of the Peace stating that you as grantee give permission to (full name, address, phone, and email) of the person, to arrange and design the memorial on your behalf. This permission is limited to this instance only.
- b) Council will send you an application form for a memorial advising of the standard plaque and base for each burial and/or ash interment site included in the fee. Any deviation to the standard is at the cost of the grantee. The lawn memorial burial monuments include 80 non-coloured characters, an additional charge will be payable if coloured characters are requested and/or upgrades are requested.
- c) As the grantee, you must return the signed form to us along with the draft wording and any additional information required. Be specific as we cannot assume what you want. We will send you a draft proof (and quote, if applicable) for your approval. The memorial will be ordered when you provide Council with your final approval and any additional fees have been paid.

## Perpetual interment right contract: Annexures

- d) To ensure that all interments are not left unmarked as per Council's policy, this process must be completed within 12 months of the memorial application being issued. Council assumes the right to undertake the memorialisation if there has been no response to the 2 reminders that we will send. The fees included in the cost of the interment will be used to cover the memorial. If Council has placed a memorial and, at a future date, you decide to design a memorial, this will be at the full cost of the memorial and any associated fees.
  - e) As the grantee, it is your responsibility to clean and maintain the memorial. Repair and/or replacement of damaged, lost, vandalised or stolen memorials is at your expense. This includes and is not limited to plaque, granite, ceramic photos, vases, and other memorial embellishments.
  - f) Council must maintain the premises regularly, at least to the minimum standard set by Cemeteries and Crematoria NSW. This includes your interment site, except for any memorial or monument on your site. Council may reduce the maintenance level when Council no longer offer future interments at the premises.
  - g) You are not allowed to place trinkets, artificial flowers, glass or ceramic vases, wooden crosses, statues, metal containers, unapproved memorials, or any other item that we deem a public safety risk on any interment site. Council will remove these items at our discretion without notice.
  - h) Council will take reasonable steps to make sure that goods and services meet any religious or cultural requirements outlined in the contract.
  - i) You can buy extra goods and services 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.
- c) The name(s) provided on a reservation application is for that person(s) only. You cannot transfer the reservation to another person(s).
  - d) Council updates our policies, procedures, and guidelines in accordance with needs and legislative changes. Any updated details will apply to this agreement, except that updated details will not affect the agreed price, or services listed in the contract.
  - e) You will pay for the items included in the agreement as set out in Part C: General details item 10 of the contract.
  - f) Goods and services tax (GST) applies to certain (not all) goods and services Council provides. GST will be included in the fee, where applicable, and charged at the time of purchase.

### A4. Changes and cancellations

- a) You can apply for the transfer of the perpetual interment right to someone else. Council will respond to this request within a reasonable time. Council charge a fee for the transfer of ownership. The new owner may be required to complete a new contract.
- b) To ensure the transfer of a perpetual interment right is legal, Council must agree to this in writing.
- c) Perpetual interment rights can be held by one person (solely) or 2 people (jointly):
  - When a sole interment right holder dies, Council must transfer the perpetual interment right to the person named in their will, or act as the law prescribes if the interment holder did not leave a will.
  - When a joint interment right holder dies, Council must transfer the perpetual interment right to the surviving interment right holder.
- d) Either party (you or Council) can waive their own rights under this agreement by telling the other party in writing. All transfers or relinquishments will be confirmed in writing.
- e) Council 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 period may change if the law changes.
  - Council follows all other cancellation requirements under the CC Act.

### A3. Price and payment

- a) 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 Part C: General details item 10 of the contract.
- b) If you require the perpetual interment right to use in the future, (pre-need), you agree to pay the non-refundable reservation fee. This site is 'on hold' until it is required, and we cannot sell or use this site (in accordance with Annexure A). You also agree to pay for any other related services available under Annexure C if you require them, at the time of need.

### A5. End of agreement

- a) You or Council 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.



## Perpetual interment right contract: Annexures

- b) You can end this agreement in writing to Council 30 days before you want it to end, and in line with clause 5 (c).
- c) This agreement can only be ended if there has not been an interment for burial or ashes.
- d) The agreement automatically ends when you have paid all the fees you owe and either:
  - the burial or placement of ashes in the interment site has been completed, or
  - Council has cancelled your perpetual interment right, in line with section 52 of the CC Act.
- e) Some rights and duties that you and Council have under this agreement continue after the agreement has ended. These include the right and duties set out in:
  - clauses A.1 (c), A.2 (b, c, e, g, h and i), A.4 (b and d), A.5 (f and g) and A.7
  - clause A.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.
- f) Where an exhumation has taken place in line with section 66 of the CC Act, the rights and duties set out in clauses A.2 (b, c, e, g, h and i), A.4 (c and d) and A.7 that you and Council have under this agreement will no longer continue.
- g) If any part of this agreement cannot be enforced in court, then that part will be treated separately but the rest of the contract stands.

### A6. Personal information

- a) You agree that Council will collect and store personal information in line with this agreement, the CC Act and privacy legislation. Personal information is only used to provide the rights, goods, and services this agreement covers.
- b) Personal information is managed in accordance with our privacy policy and privacy legislation. Council may need to share this information with other regulatory authorities if the law requires us to do so.
- c) You must not give use other people's personal information unless they agree that Council can have it and use it.
- d) You must ensure the cemeteries office has correct, up-to-date contact details for you, your next of kin, and/or your nominated secondary representative. This is necessary so Council can provide the rights, goods and services this agreement covers. Please email [cemeteries@tweed.nsw.gov.au](mailto:cemeteries@tweed.nsw.gov.au) to update your personal information.

- e) Council will write to you to keep you updated, using the contact details shown in this contract, or any updated contact details you have provided.

### A7. Consumer protections, disputes and complaints

- a) Council will follow all relevant laws when providing you with the rights, goods and services included in this agreement. This includes complying with Australian Consumer Law, record management and privacy laws, work health and safety law, the CC Act, and public health laws.
- b) Nothing in the contract changes or limits your legal rights as a consumer. Find out more about these rights at [accg.gov.au/buying-products-and-services](http://accg.gov.au/buying-products-and-services)
- c) Council and you agree to follow our dispute resolution process if there is a disagreement about anything in this agreement. Any complaints are handled in accordance with Council's 'Complaints Handling procedure'.
- d) Council's dispute resolution process is consistent with the CC Act and Tweed Shire Council policy and gives Council the power to decide who holds the perpetual interment right for a particular site (on application), based on the CC Act.
- e) Your feedback or complaint needs to be in writing to [cemeteries@tweed.nsw.gov.au](mailto:cemeteries@tweed.nsw.gov.au) or complete a hard copy form located in the Cemetery Office at Tweed Valley Cemetery, 816-819 Eviron Road, Eviron, NSW 2484.
- f) If you are not satisfied with how Council deals with your complaint, please refer to Council's *Compliments and Complaints Handling Policy*.

#### Council's preferred action to lodge a complaint

In writing to the General Manager, Tweed Shire Council, PO Box 816, Murwillumbah, NSW 2484

By email to [tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)

Other forms of lodgement:

- phone Council on 02 6670 2400
- in person at either of Council's offices located in Murwillumbah or Tweed Heads

In addition, you can also contact the government regulatory authority – Cemeteries & Crematoria NSW. Visit [cemeteries.nsw.gov.au/complaints](http://cemeteries.nsw.gov.au/complaints)

The laws of New South Wales govern this agreement. If you or Council are unhappy with the dispute resolution outcome and the complaint is taken to court, you or Council will use a New South Wales court.

## Perpetual interment right contract: Annexures

### Definitions

Some terms in the agreement have specific meanings, as shown below.

<b>At-need</b>	The circumstances when a person needs a burial site or a place for ashes immediately. This usually means that a person has recently died (or where death is imminently expected).
<b>Authorised agent</b>	A party that we engage to act on our behalf, such as a funeral director.
<b>CC Act</b>	<i>Cemeteries and Crematoria Act 2013 (NSW)</i>
<b>CCNSW</b>	Cemeteries and Crematoria New South Wales
<b>Cremation</b>	A process for reducing bodily remains by fire, heat, alkaline hydrolysis, or another method allowed by the regulations.
<b>Crematorium</b>	A building where deceased people are cremated. It does not matter whether the building (or part of it) is also used for memorial services.
<b>Interment</b>	The process of either burying human remains in the earth (directly in the earth or in a container) placing human remains in a mausoleum, vault, columbarium wall or other structure designed to hold human remains.
<b>Interment right holder or you or your</b>	The person recorded in the cemetery operator's register as the person that currently has the perpetual interment right.
<b>Interment site</b>	The specific location on the premises where a person will be buried, or the ashes will be placed.
<b>Memorial</b>	A gravestone, plaque, cenotaph or other monument, or any other structure or permanent physical object used to memorialise a person.
<b>Operator or we, our or us</b>	Tweed Shire Council, Council, TSC, cemeteries (we own and/or manage).
<b>Operator's register</b>	A register kept by a cemetery or crematorium operator, in line with section 63 of the CC Act.
<b>Order for interment</b>	A written order that the operator creates to confirm the details of the interment immediately prior to it occurring.
<b>Person(s) to be interred</b>	The person(s) whose bodily remains or ashes are to be buried or placed in the interment site.
<b>Perpetual interment right</b>	The right to have a person permanently buried or their ashes placed at the interment site, in line with this agreement and section 44 of the CC Act.
<b>Premises</b>	The cemetery or crematorium named in item 1 of the perpetual interment contract.
<b>Pre-need</b>	The circumstances when a person needs a burial or ashes site at a future date. Also referred to as a reservation. This usually means that no-one has recently died.
<b>Reservation</b>	A burial or ash interment site that has a non-refundable fee to hold the site for use at a future date. Also known as pre-need.
<b>Representative</b>	An officer, employee or volunteer that the operator authorises to act as its representative for the purpose of making this agreement. To be clear, a representative is not the same as an authorised agent.

## Annexure B

### Prices

The overall cost of an interment is made up of several components. Your invoice will have a breakdown of each charge type that makes up the total amount for a perpetual interment right. The site location and inclusions (type of memorial) will determine the overall cost.

#### Price breakdown

Perpetual interment right or our least expensive burial and ash interment options which are both at Tweed Valley Cemetery. All prices include GST.

#### Burial interment – single burial at Tweed Valley

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$2,922.70	Includes land plot
<b>Part B: Services</b>	\$2,942.50	Burial single adult, includes \$535.00 MIP
	\$244.00	Memorial administration fee
	\$445.50	Base – granite
	\$244.00	Mounting and placement fee for plaque and base
	\$399.30	Plaque – cast bronze or direct inscription
	\$171.60	CCNSW Burial Interment Levy
<b>Total price</b>	\$7,369.60	
<b>Other fees</b>	\$244.00	After hours surcharge weekdays – per hour after 3:30 pm
	\$1,166.00	Weekend surcharge – 2 operators and plant
	POA	Memorial upgrades and direct inscription

#### Ash interment – Memorial Garden at Tweed Valley

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$365.20	Includes land plot
<b>Part B: Services</b>	\$330.00	Garden structure
	\$731.00	Adult interment, includes \$63.55 MIP
	\$244.00	Memorial administration fee
	\$122.00	Mounting and placement fee for plaque and base
	\$215.80	Plaque – cast bronze
	\$69.30	CCNSW Ash Interment Levy
<b>Total price</b>	\$2,077.30	
<b>Other fees</b>	\$244.00	After hours surcharge weekdays – per hour after 3:30 pm
	\$488.00	Weekend surcharge – 1 operator and plant
	POA	Memorial upgrades

## Perpetual interment right contract: Annexures

### Memorial Book – scattering of ashes

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$676.00	
<b>Part B: Services</b>	\$110.00	Book structure
	\$244.00	Memorial administration fee
	\$122.00	Mounting and placement fee
	\$200.00	Plaque – cast bronze
<b>Total price</b>	\$1352.00	
<b>Other fees</b>	POA	Memorial upgrades

### Cremation – Tweed Valley Cemetery

Service	Cost	Description
<b>Part A: Perpetual interment right</b>	\$720.10	
<b>Part B: Services</b>	\$244.00	Administration
	\$60.50	Gas
	\$290.20	Cremation overheads
	\$63.00	Transfer to cremation reserve
	\$17.30	Urn and packaging
	\$45.10	Access to viewing room
	\$0.00	Plaque – cast bronze
	N/A	Transport and storage
<b>Total price</b>	\$1440.20	
<b>Other fees</b>	\$135.00	Infant 24 months or less – 20% of adult cremation
	\$270.00	Child 2 years to 12 years – 40% of adult cremation
	\$122.00	After hours surcharge weekdays, after 3:30 pm*
	\$488.00	Weekend surcharge, 1 operator and plant*
	POA	Bariatric cremation

\*Additional to cremation fees

## Pre-need services

Pre-need services will reserve your chosen burial or ash interment site or your cremation with us. The reservation fee covers the cost to record this information and means that we cannot use this site until you require it. At the time of need, the full amount of the interment or cremation will be required. This fee will depend on the fees and charges of that financial year.

### Burial reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Non-refundable administrative fee Customer site inspection Reservation application process – invoicing Record keeping Mapping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year. Burial reservations are not available at Murwillumbah Cemetery.

### Ash interment reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Non-refundable administrative fee Customer site inspection Reservation application process – invoicing Record keeping Mapping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

### Cremation reservation

Service	Cost	Description
<b>Part A</b>	\$122.00	
<b>Part B: Services</b>	N/A	Cremation only Reservation application process – invoicing Record keeping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

### Combined cremation and ash reservation

Service	Cost	Description
<b>Part A</b>	\$366.00	
<b>Part B: Services</b>	N/A	Customer site inspection – invoicing Reservation application process for cremation and ash site Record keeping Confirmation of reservation This price only reflects the services being offered now. The full cost of the interment will be determined by the fee and charges of that financial year.

## Annexure C

### Related services

Additional services will be charged at the time of need for the amount stated for that financial year unless this service relates to a contract in which it will be the contracted price.

The additional services available are:

#### Chapel

Built in 1917 for the Ursuline Nuns as a schoolhouse, the chapel was then used to accommodate farming families while holidaying. In 2010, the building was re-purposed by Council to provide a place of remembrance while maintaining the heritage of the building.

The chapel is located at the Tweed Valley Cemetery, overlooking the pond. As a non-denominational chapel, it is ideal for funeral services, wakes and memorial services.

- 130 seats
- standing room available
- live streaming of service
- use of audio-visual equipment with 4 televisions inside and, on request, a television outside
- maximum of 3 hours hire.

#### Kitchen

The kitchen is located within the chapel building, with serving doors opening onto the verandah. There are benchtops along the chapel wall to place food and drink. This kitchen provides:

- fridge
- oven
- microwave
- urn
- sink
- dishwasher
- cutlery, cups and plates
- tea, coffee and sugar (no milk supplied).

Catering must be organised by the hirer. The hirer is responsible for the cleaning of the kitchen and chapel areas afterwards.

#### Outdoor service – ‘Stumpy’

The outdoor area is opposite the pond on the grass area under the trees. It is nicknamed the ‘Stumpy’ as services are around a large tree stump which has a flat top.

Services are for up to 3 hours and includes the provision of 12 chairs around the tree stump. A tent may be made available on request.

#### Memorials (plaques, headstones, plinths, desktops)

Although memorials are included in all at-need burial and ash interments, unmarked graves, old reservations (with no memorial included) and refurbishments are an additional service.

This service is priced on application. Depending on the works being undertaken, additional fees to the product fees may include administration fees, mounting and placement fees and/or site access fees.

Our granite and cast bronze plaques are ordered through external contractors. Works cannot occur on any gravesite without the permission of the grantee and the cemetery office.

*Contact and connect*

**02 6670 2400**

[tweed.nsw.gov.au](http://tweed.nsw.gov.au)

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)

PO Box 816 Murwillumbah NSW 2484

