

## SIGNATURE FUNERAL SERVICES FUNERAL CONTRACT TERMS

The Commissioner named above requests and authorises Signature Funeral Services (**SFS**) to conduct the funeral service of the above-named deceased on the terms recorded in this Funeral Contract (the Agreement).

1. SFS and the Commissioner agrees to be bound by the conditions of this Agreement.
  - a. If the Funeral Contract nominates a SFS Package and/or Package Price, SFS shall perform the funeral service and provide all related services or items described on the SFS website <https://www.signaturefuneralservices.com.au> for the fixed price nominated for the relevant Package.
  - b. Services or items not described in the relevant SFS Package or itemised in this Agreement are provided at an extra cost.
  - c. Services provided by third parties are not included in the SFS Package; For example, church hire, cleaning or donations, additional doctor's fees, musicians, cemetery fees.
2. The SFS Package includes mortuary care and facilities for a period of 7 days from the date the deceased enters SFS's mortuary.

If mortuary care and facilities are required for more than 7 days, SFS may charge an additional amount for mortuary care and facilities at the rate of \$240 per week or part thereof as an extra charge to be added to the Total Service Fee.
3. SFS will perform the funeral service in a professional and dignified manner consistent with funeral industry standards.
4. The Commissioner shall be the only person or party from whom SFS shall take instructions and directions concerning the funeral service.
5. The Commissioner is personally liable to pay SFS the Total Service Fee above which is inclusive of GST.
6. Unless agreed in writing, the Commissioner shall pay 100% of the Total Service Fee to SFS not less than 24 hrs before the date of the funeral service.
7. Payment of the Total Service Fee to SFS is to be made by cash, by bank transfer, by credit card or other method approved by SFS. Payments by cheque must be received as cleared funds before the funeral service.
8. Payment of the Total Service Fee is not contingent on a grant of Probate or Administration, the deceased's estate being administered, settled, distributed, or the payment of a superannuation fund benefit.

The Commissioner may be entitled to a payment by the deceased's estate for the Total Service Fee, but it is not the responsibility of SFS to obtain payment on behalf of the Commissioner.
9. If the Total Service Fee is not paid by the Commissioner in full before the funeral service, SFS may charge interest on the balance of the Total Service Fee, calculated at the Commonwealth Bank of Australia, Excess Drawing Interest Rate until the Total Service Fee is paid.
10. SFS may disclose personal information of the deceased and Commissioner to the deceased's Executors, Administrators, or as required by law.
11. Cremation coffins such as the SFS Albatross cremation system are not permitted to be used for the burial of the deceased.
12. If at the time of death:
  - a. The deceased weighs more than 100kg; or
  - b. The deceased does not for any reason fit in the burial coffin or casket selected provided as part of a SFS Package; or
  - c. The deceased does not fit in the casket provided as part of the SFS albatross cremation system;SFS shall as soon as possible notify the Commissioner who shall choose an appropriate coffin or casket at a cost to be agreed which shall be in addition to the Total Service Fee.
13. If the Commissioner has a complaint concerning the services provided by SFS the Commissioner shall forthwith contact SFS giving details of the complaint including in writing.
14. SFS shall give prompt attention to all complaints, and do all things reasonably necessary, and reasonably capable of being done to satisfy, or remedy the complaint.