

CONDITIONS OF CREMATION AGREEMENT

In consideration of the payment of the appropriate fee prescribed by the **Albany Cemetery Board** ('fee') by or on behalf of the person mentioned in the Schedule hereto ('Applicant') the Albany Cemetery Board ('Board') *HEREBY AGREES* that upon notice in writing to them of the death of the Applicant and upon delivery of the remains of the Applicant to the *ALLAMBIE PARK CREMATORIUM* ('Crematorium') together with the Agreement, all Certificates and/or permits required under the Cemetery Act, the Cremations Act or any other appropriate Statutes, By laws or Regulations, the Board will upon the application of the Applicant's personal representatives, cause the said remains to be cremated *PROVIDED THAT*:

1. The Applicant acknowledges and confirms that the Fee is only appropriate for cremations during normal weekly working hours and that the Board shall have an absolute discretion to set the time and date for the said cremation.
2. If:
 - (a) the Applicant instructs the Board in writing to cancel the arrangements established by this Deed;
 - (b) the said remains are not duly delivered to the Board at the Cemetery for cremation with all such Certificates and/or permits as aforesaid;
 - (c) the Board are satisfied that the said remains have been buried or cremated in some other cemetery or crematorium;
 - (d) for any reason including without limitation the place or circumstances of the Applicant's death the cremation of the said remains at the Cemetery is in the opinion of the Board impossible or impracticable; or
 - (e) the Applicant's personal representatives do not make application to the Board for cremation of the said remains.

THEN the Board may in their discretion in any such case refund the whole or any part of the Fee to the Applicant in the case referred to in (a) above or in any other case to the personal representative of the Applicant or may retain and apply the whole or any part of the Fee in or towards the conduct and management or improvement of the Crematorium.

3. It is expressly agreed that the Board:
 - (a) shall not be required:
 - (i) to hold the Fee in a Trust Account but may deposit it in any general account conducted by the Board in respect of the Crematorium and that neither the Applicant nor any personal representative of the Applicant nor any other person shall be entitled to any interest on or in respect of the Fee;
 - (ii) to provide a coffin or to arrange or advertise any service in connection with the cremation of the Applicant's remains; or
 - (iii) to provide any plaque or memorial stone.
 - (b) shall in the absence of written instructions from the Applicant or the personal representative or the Applicant have complete discretion as to the disposition of the ashes of the Applicant following the cremation of the Applicant's remains;
 - (c) shall not be subject to any claim in damages or otherwise in carrying out the cremation of the Applicant's remains pursuant hereto.
4. It is acknowledged that any statutory increase in or imposition of fees levied, except for those levied under the Cemeteries Act 1986 and amendments thereto, which are outside the direct control of the Board, after the date of this agreement and relating to the cremation or conduct of funerals will be charged to and payable by my estate.

The Applicant will be responsible for the payment of all present and future taxes, duties, assessments and outgoings whatsoever, including a goods and services, value added or similar broad based consumption tax, whether statutory or local or of any other description which may be assessed, charged or imposed on or in connection with the provision of the service and, after the date of my death, my estate will be liable for the payment of any such tax, duty, charge, assessment and/or outgoing.