

- (a) constitutes a partnership between the parties; or
 - (b) except as expressly provided, makes a party an agent of another party for any purpose.
- 17.2 A party cannot in any way or for any purpose:
- (a) bind another party; or
 - (b) contract in the name of another party.

18. FURTHER ASSURANCES

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this document.

19. SEVERANCE

- 19.1 A word or provision must be read down if:
- (a) this document is void, voidable, or unenforceable if it is not read down;
 - (b) this document will not be void, voidable or unenforceable if it is read down; and
 - (c) the provision is capable of being read down.
- 19.2 A word or provision must be severed if:
- (a) despite the operation of clause 19.1, the provision is void, voidable or unenforceable if it is not severed; and
 - (b) the contract will be void, voidable or unenforceable if it is not severed.
- 19.3 The remainder of this document has full effect even if clause 9.2(a) or 19.2(b) applies.

20. VARIATION

A provision of this document can only be varied by a later written document executed by all parties.

21. ENTIRE AGREEMENT

The contents of this document constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this document, whether orally or in writing.

22. WAIVER

A right or remedy created by this document cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The Laws applicable in Queensland govern this document.
- 23.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

24. DEFINITIONS

In this document, unless the context indicates a contrary intention:

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this document.

Authorised Investment Manager has the meaning given to it in the Funeral Benefit Business Act, 1982 (Qld).

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

Business Day means a day on which banks are open for general banking business in Queensland, excluding Saturdays and Sundays.

Funeral Benefit Agreement has the meaning given to it in the Funeral Benefit Business Act, 1982 (Qld).

Funeral Goods and Services means only the goods and services listed in the Schedule of Charges in the Agreement or provision of alternative for those goods and services in accordance with clause 1.5.

GST means a tax in the nature of a goods and services tax levied or imposed by the Commonwealth of Australia under the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act, 1999 (Cth) and related acts and regulations.

Nominated Trust Accounts Act Provisions has the meaning given to it in Section 80(3) of the Funeral Benefit Business Act, 1982 (Qld).

Nominated Trusts Act Provisions has the meaning given to it in Section 79(3) of the Funeral Benefit Business Act, 1982 (Qld).

Purchase Price means the amount set out at "Total including GST" on the Schedule of Charges.

Regulations means the Funeral Benefit Business Regulation, 2010 (Qld)

Trust Moneys means all moneys paid by the Purchaser to the Funeral Provider pursuant to this Agreement, less the amount retained by the Funeral Provider pursuant to clause 3.

25. INTERPRETATION

In this document, unless the context indicates a contrary intention:

(references) a reference to the background, a party, clause, paragraph, schedule or annexure is a reference to the background, a party, clause, paragraph, schedule or annexure to or of this document.

(headings) clause headings and the table of contents are inserted for convenience only and must not be used when interpreting this document.

(person) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity.

(natural person) a reference to a natural person includes their personal representatives, successors and permitted assigns.

(corporation) a reference to a corporation includes its successors and permitted assigns.

(requirements) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(including) including and includes are not words of limitation. (singular) the singular includes the plural and vice-versa. (gender) words importing one gender include all other gender.

(legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

(writing) a reference to a notice, consent, request, approval or other communication under this document or an agreement between the parties, means a written notice, request, consent, approval or agreement.

INTEGRITY FUNERAL PLAN OF AUSTRALIA

TERMS AND CONDITIONS

a plan for the future



Integrity Funeral Services Pty Ltd ABN 74 154 640 427
Head Office & Chapel 18 Tonga Place Parkwood Qld 4214
Postal Address PO Box 708 Labrador Qld 4215
FREECALL 1800446 834 FACSIMILE (07) 5571 7459
service@integrityfunerals.com.au www.integrityfuneralplan.com.au



Integrity Funeral Services Pty Ltd
ABN 74 154 640 427



1. FUNERAL GOODS AND SERVICES

- 1.1 The Purchase Price payable by the Purchaser to the Funeral Provider under this Agreement for the Funeral Goods and Services is the total amount payable for those Funeral Goods and Services. No further amount is payable by the Purchaser or the Funeral Beneficiary's estate or legal personal representative unless the Purchaser or the Funeral Beneficiary's estate or legal personal representative or other appropriate person requests additional funeral goods or services to those set out in the Schedule of Funeral Goods and Services under this Agreement be provided.
- 1.2 If the Purchaser or the Funeral Beneficiary's estate or legal personal representative or other appropriate person requests the Funeral Provider to provide additional funeral goods or services to those set out in the Schedule of Funeral Goods and Services, then the cost of those additional funeral goods or services will be determined on the basis of the actual prices being charged by the Funeral Provider for those goods and services to the general public at the time of the death.
- 1.3 If at the time of the Funeral Beneficiary's death the Purchaser has not paid the Purchase Price in full, the Funeral Provider does not have to provide any of the Funeral Goods or Services until the balance of the Purchase Price outstanding has been duly paid.
- 1.4 The parties acknowledge and agree that the Funeral Provider is obliged to provide the Funeral Goods specified in this Agreement only to the extent that such goods are available from the Funeral Provider's regular sources of supply. If such goods are not available then the Funeral Provider is permitted to provide alternative goods of substantially equal quality or value (without adjustment to the Purchase Price) provided that such alternatives are of the same general design, styling and colours as those originally selected by the Purchaser.
- 1.5 This Agreement provides benefits in the form of Funeral Goods and Services only.

2. PAYMENT

The Purchaser agrees to pay the Purchase Price to the Funeral Provider as follows:

- (a) upon entering into this Agreement, the Purchaser must pay the amount set out at "Initial Payment" of the Schedule of Charges; and
- (b) the Purchaser must pay the balance of the Purchase Price by way of monthly instalments of the amount set out at "Instalments Per Month" of the Schedule of Charges.

3. CONSULTANCY FEE

- 3.1 The parties acknowledge and agree that the Funeral Provider may, and the Funeral Provider is hereby authorised and empowered to retain the amount specified as "Administration Fee" of the Schedule of Charges out of moneys paid by the Purchaser to the Funeral Provider pursuant to clause 2 as a consultancy fee for services provided to the Purchaser prior to the Purchaser entering into this Agreement, including arranging for the Purchaser to enter into this Agreement.
- 3.2 The balance of the moneys paid by the Purchaser to the Funeral Provider pursuant to clause 2 are to be held on trust by the Funeral Provider pursuant to clause 4 and generally in accordance with the terms and conditions contained in this Agreement.

4. PURCHASE PRICE TO BE PLACED IN TRUST

- 4.1 The Funeral Provider is to hold the Purchase Price, less the amount retained by the Funeral Provider pursuant to clause 3.1, on trust for the Purchaser and the Funeral Provider on the terms and conditions contained in this Agreement.
- 4.2 The Trust Moneys must be invested in a manner authorised by or allowed under the Nominated Trusts Act Provisions.
- 4.3 Subject to clause 4.2, the Funeral Provider may select the manner in which and with whom the Trust Moneys will be invested at its sole and absolute discretion and may change the form or manner of investment from time to time.
- 4.4 Without limiting the generality of the foregoing, the parties acknowledge and agree that the Funeral Provider may deposit the Trust Moneys into a common trust account, co-mingling those moneys with other similar trust moneys, provided always that the Funeral Provider must keep accurate books of account and other records for each Purchaser and comply with the Nominated Trust Accounts Act Provisions.
- 4.5 Upon the Funeral Goods and Services being provided by the Funeral Provider, the Funeral Provider will be entitled to all Trust Moneys, including interest or other income earned on the Trust Moneys not

previously withdrawn, even though in excess of the cost of the Funeral Goods and Services at the time of the Funeral Beneficiary's death.

5. DISBURSEMENT AND WITHDRAWAL

The Funeral Provider may, and the Funeral Provider is hereby authorised and empowered to transfer or otherwise pay to itself or its nominee all of the Trust Moneys, including interest or other income earned on the Trust Moneys not previously withdrawn, upon providing the Funeral Goods and Services in accordance with this Agreement.

6. INTEREST AND OTHER INCOME EARNED ON TRUST MONEYS

- 6.1 The parties acknowledge and agree that, subject to clause 6.3, the Funeral Provider is entitled to retain all interest and other income earned on the Trust Moneys from time to time.
- 6.2 The Funeral Provider is hereby authorised and empowered to transfer or otherwise pay to itself or its nominee all of the interest and other income earned on the Trust Moneys from time to time.
- 6.3 In the event that the Funeral Provider is required under this Agreement to pay to the Purchaser accumulated interest and other income earned on the Trust Moneys, the Funeral Provider must do so, notwithstanding the provisions of this clause 6.

7. DEATH OUTSIDE FUNERAL PROVIDER'S SERVICE AREA

- 7.1 The parties acknowledge and agree that, in the event of the death of the Funeral Beneficiary outside the Funeral Provider's service area, being the area specified as "Service Area" of the Schedule of Charges:
- (a) the Funeral Goods and Services do not include transportation back to the Funeral Provider's service area nor any secondary mortuary or other similar charges at the place of death; and
- (b) the Funeral Provider will only be obliged to provide the Funeral Goods and Services upon the payment of such additional sums as the Funeral Provider, acting reasonably, deems fair and appropriate given the place of the Funeral Beneficiary's death.
- 7.2 (a) The Funeral Beneficiary's estate or legal representative or other appropriate person may elect to have the Funeral Goods and Services provided by a funeral service provider other than the Funeral Provider. In such case, the Funeral Beneficiary's legal personal representative or other appropriate person must provide the Funeral Provider with a certified copy of the Funeral Beneficiary's death certificate and a certificate of provision and performance of the Funeral Goods and Services (in a form approved by the Funeral Provider) from the performing funeral service provider, and subject to clause 7(b), the Funeral Provider will do such things as may be necessary to transfer the Trust Moneys, less all accumulated interest and other income earned on the Trust Moneys not previously withdrawn, to the funeral service provider who performed or provided the Funeral Goods and Services.
- (b) The Funeral Provider is entitled to retain a transfer fee equal to 10% of the sum of the Trust Moneys and all interest and other income earned on the Trust Moneys.

8. ACKNOWLEDGMENTS BY PURCHASER

- 8.1 The Purchaser acknowledges that the Funeral Provider is the general partner of the limited partnership trading as Integrity Funeral Services Pty Ltd CAN 154 640 427, ABN 74 154 640 427 registered under the Australian Corporations Act 2001 (Cth).
- 8.2 The Purchaser further acknowledges that before the Purchaser entered into this Agreement:
- (a) the Funeral Provider gave the Purchaser a copy of the Client Care Statement and this Agreement;
- (b) the Funeral Provider explained the contents of the Client Care Statement and this Agreement to the Purchaser;
- (c) the Purchaser read and understood the contents of the Client Care Statement and this Agreement; and
- (d) the Funeral Provider advised the Purchaser that he or she may enter into a Funeral Benefit Agreement with an Authorised Investment Manager.

9. CLIENT CARE STATEMENT

- 9.1 The Client Care Statement (Funeral Benefits Business Act Form 1) in conjunction with this Agreement is incorporated by reference into this Agreement and forms part of this Agreement.
- 9.2 By signing this Agreement, the Purchaser acknowledges:

- (a) he or she received, read and understood the Client Care Statement in conjunction with this Agreement prior to signing this Agreement;
- (b) the Funeral Provider, or its employer or agent, clearly explained:
- (i) all the fees and charges associated with this Agreement;
- (ii) what the Purchaser's responsibilities are under this Agreement; and
- (iii) the Purchaser's right to cancel this Agreement within 30 days of the date of this Agreement and receive all of his or her money back except for the amount that may be retained by the Funeral Provider pursuant to clause 10.1(b).

10. DEFAULT AND TERMINATION

- 10.1 Cooling Off
- (a) The Purchaser may terminate this Agreement at any time within 30 days of the date of this agreement by providing signed written notice to the Funeral Provider, provided the Funeral Goods and Services, or any part of them, have not been delivered or performed.
- (b) In the event of the Purchaser terminating this Agreement in accordance with clause 10.1 (a), the Funeral Provider must refund the whole of the Purchase Price paid by the Purchaser less the amount prescribed under the Regulations or, if no amount is prescribed, the amount of \$50.00 which the Funeral Provider is entitled to retain.
- 10.2 Termination by Purchaser
- (a) The Purchaser may only terminate this Agreement after the expiry of the period referred to in clause 10.1 (a) with the consent of the Funeral Provider, which consent may be given or withheld at its absolute discretion.
- (b) The parties acknowledge and agree that if the Funeral provider consents to the termination of this Agreement under clause 10.2(a), the Purchaser must pay the Funeral Provider a termination fee equal 10% of the Trust Moneys and the Funeral Provider is entitled to retain all accumulated interest or other income earned on the Trust Moneys.
- (c) Within 7 days of the termination of this Agreement under this clause 10.2(a), the Funeral Provider must refund to the Purchaser an amount equal to the Trust Moneys, less all accumulated interest or other income earned on the Trust Moneys and the termination fee payable pursuant to clause 10.2(b) which the Funeral Provider is entitled to retain.
- 10.3 Termination by the Funeral Provider on default by the Purchaser
- (a) If the Purchaser is 90 days or more in arrears in respect of any monies due and payable by the Purchaser under this Agreement, the Funeral Provider may serve a notice on the Purchaser detailing the amount by which the Purchaser is in arrears and demanding payment of that amount within 14 days. If the Purchaser does not pay the amount in arrears within that 14 day period the Funeral Provider may terminate this Agreement without further notice to the Purchaser.

In the event of the Funeral Provider terminating this Agreement in

- (b) accordance with clause 10.3(a), the Funeral Provider must, within 7 days of the date of termination, refund to the Purchaser an amount equal to the Trust Moneys, less all accumulated interest or other income earned on the Trust Moneys and a termination fee equal to 10% of the sum of the Trust Moneys which the Funeral Provider is entitled to retain.

10.4 Termination by the Funeral Provider in other circumstances

- (a) The Funeral Provider may terminate this Agreement at any time for any reason by giving notice in writing to the Purchaser.
- (b) In the event of the Funeral Provider terminating this Agreement otherwise than in accordance with clause 10.3, the Funeral Provider must, within 7 days of the date of termination, refund to the Purchaser an amount equal to the Trust Moneys and all interest or other income earned on the Trust Moneys.

10.5 Effect of Termination

If this Agreement is terminated in accordance with this clause, the Funeral Director does not have to provide the Funeral Goods and Services on the Funeral Beneficiary's death.

11. NOTICE OF DEATH

- 11.1 Notice of Death of the Funeral Beneficiary is to be given to the Funeral Provider as soon as practicable after the death of the Funeral Beneficiary.
- 11.2 A copy of this Agreement must be surrendered to the Funeral Provider after the death of the Funeral Beneficiary prior to the supply of the

Funeral Goods and Services.

12. COMPLIANCE WITH STATUTES

The Funeral Provider need not supply the Funeral Goods and Services until the Funeral Beneficiary's estate or legal personal representative or some other appropriate person has completed and lodged all necessary statutory forms required in respect of the Funeral Beneficiary's death.

13. PERSONAL AGREEMENT - NO ASSIGNMENT

- 13.1 The Purchaser is not entitled to transfer the benefit of this Agreement to any other person without the written consent of the Funeral Provider.
- 13.2 This Agreement may be assigned by the Funeral Provider at its absolute discretion provided the assignee is qualified to and capable of delivery or performing the Funeral Goods and Services in accordance with this Agreement.

14. CHANGE OF ADDRESS

The Purchaser must advise the Funeral Provider of any change of address of the Purchaser and the Funeral Beneficiary.

15. TAXES

- 15.1 (a) The parties acknowledge and agree that payment of any taxes (including income tax) due upon any interest or other income earned on the Trust Moneys up to the date such interest or other income is withdrawn by the Funeral Provider in accordance with this Agreement remains the responsibility of the Purchaser and the Funeral Provider may and is hereby authorised and empowered to pay such taxes out of the Trust Moneys.
- (b) The Funeral Provider shall be held harmless for any claims, suits, charges, judgements or any other actions, including reasonable legal expenses for the defence thereof, resulting from payment of the said taxes out of Trust Moneys.
- 15.2 GST
- (a) In this clause "GST" refers to goods and services tax under the GST Law and the terms used have the meanings as defined under the GST Law.
- (b) The parties acknowledge and agree that the consideration for the supply expressed in this Agreement is inclusive of the Funeral Provider's liability for GST and the Purchaser has no obligation to reimburse the Funeral Provider for GST liability in respect of any supply arising out of or in connection with this Agreement.
- (c) Within 7 days of the date of this Agreement, the Funeral Provider shall provide to the Purchaser a tax invoice for the supply in a form which complies with the GST Law.

16. NOTICES

- 16.1 Any notice, demand, consent or other communication given or made under this document must be:
- (a) clearly readable;
- (b) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
- (c) left at the Address or sent by pre-paid security post (air mail if outside Australia) to the Address or to the Fax Number of the recipient.
- 16.2 A party may change its Address or Fax Number for the purpose of service by giving notice of that change to the other party in accordance with clause 16.1.
- 16.3 Any communication will be taken to be received by the recipient:
- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the Fax Number of the recipient; and
- (c) if the time of dispatch of a facsimile is not on a day, or is after 5.00 pm (local time) on a day, in which business generally is carried on in the place to which the facsimile communication is sent it will be taken to have been received at the commencement of business on the next day in which business is generally carried on in that

17. RELATIONSHIP BETWEEN PARTIES

- 17.1 Nothing in this document: