



Terms

1. Elite Funerals Pty Ltd (hereinafter referred to as "Elite," "its", "we", or "us") agrees to supply goods and/or services comprised of at least some of the items in the attached Schedule ("funeral services") to the customer (hereinafter referred to as "the customer," "you" or "your") for a funeral arranged by Elite on these our standard terms and conditions ("Terms").

Ordering procedure

2. If you wish to acquire funeral services from Elite, you must place an order in writing in the form of a completed purchase order form from us, inclusive of our estimate of funeral charges to you. These Terms together with the completed purchase order form signed by both parties constitute the entire agreement between you and Elite for the supply of the funeral services ("the Agreement").

Payment terms

3. You agree to pay the price stipulated in Elite's estimate of funeral charges to you ("the price") within 7 (seven) days of the funeral and otherwise as specified in Elite's purchase order form signed by both parties.
4. If the customer is comprised of more than one person you are jointly and severally liable for payment of any amounts due and payable to Elite under this Agreement.
5. If you do not pay us the price by the due date, you shall pay Elite the Account Management Fee stated in Elite's estimate of funeral charges plus interest on the unpaid amount at the rate of 9.5% calculated monthly and compounded until all monies owing to us under this Agreement is paid in full.
6. Should you not pay all monies owing to us by the due date, we reserve the right to brief debt collectors to recover the debt and you must pay any reasonable legal and other costs incurred in the collection of any overdue monies which you owe to us ("recovery costs"). All recovery costs will be added to the outstanding balance and interest accrued thereon in accordance with these Terms.

Deposit

7. If so specified on the completed purchase order form, Elite shall require payment upfront of an amount equal to the expenses or disbursements payable to third parties in respect of the funeral services, as itemised in Elite's estimate of funeral charges to you ("the deposit"). The deposit must be paid at least 1 (one) business day prior to the scheduled date for the funeral arranged by Elite.

Supply of services

8. Elite will use reasonable endeavours to supply the funeral services on the date and time first nominated by you.
9. Elite will not be liable for any delay or failure to perform its obligations pursuant to the Agreement if such delay is due to a circumstance beyond the reasonable control of Elite. Such circumstances shall include that shall not be limited to:
 - a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mudslides, wash aways, explosions, fires and any natural disaster;
 - b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

Additional Services

10. In the event that:
 - a) Elite is required to supply goods or services to you in circumstances other than those expressly or reasonably assumed or contemplated in a transaction of this nature; or
 - b) there is a change in the complexity of the supply of the funeral services,for reasons other than a breach of these Terms by Elite, then Elite shall be entitled to payment of charges additional to that previously quoted by us, on a time and materials basis in respect of additional resources reasonably utilised.

Liability of supplier

11. To the maximum extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded.
12. If Elite breaches any warranty or other provision of these Terms or commits any willful or negligent act in respect of any goods or services supplied pursuant to this Agreement, Elite's entire liability and your exclusive remedy shall be limited, at the option of Elite, to one or more of the following:
 - (a) in the case of goods:
 - i. the replacement of the goods or the supply of equivalent goods free of charge to you; or
 - ii. the repair of such goods; or
 - iii. the payment of the cost of having the goods repaired or of replacing the goods or of acquiring equivalent goods; and
 - (b) in the case of services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
13. Except as expressly stated in the previous paragraph, Elite and/or its Associates shall be under no liability in respect of any loss or damage whatsoever which may be incurred (directly or indirectly) in respect of goods or services supplied pursuant to this Agreement or in respect of any failure or omission on the part of Elite to comply with its obligations under these Terms. This exclusion of liability applies whether the claim is in contract, statute, tort (including, without limitation, negligence), equity or otherwise. In this paragraph "Associates" means any employee, agent, contractor or director of Elite.

Termination

14. If you do not pay a required deposit in time, Elite may terminate this Agreement with immediate effect by notice in writing whereupon paragraph 15(b) will apply.

Cancellation

15. (a) You may cancel the funeral services with at least 48 hours notice prior to the scheduled time for the funeral, whereupon (b) you are liable to pay Elite for any items of the funeral services already done by Elite and any costs and expenses incurred including but not limited to third party disbursements.

Waiver

16. No right under this Agreement shall be deemed to be waived by Elite except by notice in writing signed by Elite.

Governing Law

17. This Agreement will be governed by and construed according to the laws of the State of New South Wales and the parties submit to the jurisdiction of the Courts of that State.

THE SCHEDULE:

Explanation of Professional Fees

- Availability of staff at any hour, day or night.
- Providing trained personnel to advise and guide through the funeral process.
- Transfer of the deceased to our mortuary (during normal working hours).
- Mortuary care, preparation and dressing of the deceased.
- Obtaining medical certificates from the hospital or treating doctor.
- Completion and lodgement of death registration forms with the Registrar of Births, Deaths and Marriages.
- Liaising with clergy or funeral celebrant.
- Organising booking times with church, cemetery or crematorium.
- Organising flower arrangements, church booklets, musicians etc.
- Placement of press notices.
- Obtaining original certified death certificate from the Registrar of Births, Deaths and Marriages for use by family or solicitor.
- Conducting the funeral service (hearse and staff).