

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_  
Between \_\_\_\_\_ (Hereafter called "The Client") of the one part  
AND Russell Brothers Funeral Services Pty. Ltd. of the second part.

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1. The Client wishes to make arrangements for prepayment of his Funeral.
2. The Funeral Director agrees to provide the funeral service required by the Client.

**THE CLIENT AND THE FUNERAL DIRECTOR AGREE AS FOLLOWS:**

- A. The obligations of the Funeral Director shall be as contained in the Schedule and without limiting the generality thereof shall include:
1. Arrange the transfer of the Client's body to the Funeral Director's premises from the place of decease/or other Mortuary within a radius of 60 kilometres from the Funeral Director's premises but,
    - a. Should there be an increase in Government (Federal/State) charges applicable to the funeral agreement herein set out;
    - b. Should the Client's body be located more than 60 kilometres from the Funeral Director's premises; an additional charge may be made by the Funeral Director for any additional kilometreage or any other reasonable expenses incurred by the Funeral Director in transferring the Client's body to the Funeral Director's premises or any amount of any increase in the Government charges referred to in section (1,A) above.
  2. Prepare the Client's body for cremation / interment and, if required, supply a funeral shroud to cover the Client's body.
  3. Provide a Coffin / Casket as described in the Schedule.
  4. Arrange (provide) transportation of the Coffin / Casket containing the Client's body to the required place (Chapel / Church) for the purpose of holding a Funeral Service, and then the specified Cemetery / Crematorium (named in the Schedule).
  5. Arrange the nominated Clergy / Celebrant to conduct the Funeral Service at the Chapel / Church and pay all/any fees applicable. Should the nominated Clergy / Celebrant be unable to perform the Funeral Service, the Funeral Director will make all efforts to arrange a suitable replacement.
  6. Contact and instruct the specified Cemetery / Crematorium to prepare the specified Grave or book Cremator and deliver Coffin / Casket containing the Client's remains for the purpose of Interment / Cremation. If Cremation, the Funeral Director will arrange for the disposal / interment of the cremated remains if specified in the Schedule.
  7. Supply a Hearse / Mourning Coach as detailed in the Schedule, and provide floral arrangements as may be detailed in the Schedule. Any vehicles supplied will include a driver and the Funeral Service will be appropriately supervised by a trained Funeral Director.
  8. Arrange any specified Funeral / Death Notices in the specified Newspapers and, where practical, on the days specified in the Schedule. The Funeral Director will also arrange the required forms for the purpose of the registration of the Client's death with the Government statist, using information supplied by the Client and / or Family Newspapers and where practical, on the days specified in the Schedule.
  9. Should for any reason the Funeral Director be unable to provide a specified service (detailed in the Schedule) the Funeral Director reserves the right to provide a similar or alternative service which in his opinion is consistent with the Client's wishes.
  10. Arrange for the completion of the Client's funeral in a professional manner.
- B. The Client shall forthwith pay the sum set out in the Schedule ("the funeral price") in consideration of the Funeral Director's Agreement to provide the services and perform the obligations herein before set out.
- C. The funeral price shall be paid by the Funeral Director to Australian Unity ("the Trustees") to be held by it in Trust:-
1. After the death of the Client to pay the Funeral Director the funeral price and any accretions as payment in full for providing the Funeral arrangements set out in clause A. and the Schedule hereto after completion of the provision of such services by the Funeral Director.
  2. In the event that the Funeral Director is unable to provide the funeral service, the funeral price together with any accretions thereto less the costs of investment of the price (if any) any less an amount equal to \$ 50.00 or 2 % of the amount of the fund which ever shall be the greater by way of reimbursement to the Funeral Director for establishment and administration costs shall be transferred to a Funeral Directors nominated by the Victorian Independent Funeral Directors Association so long as this Funeral Director is deemed acceptable by the Client or the Client's executor and if not, then such sum will be paid to the Client's legal personal representative or Family in accordance with Australian Unity policy.
  3. The funeral price may be invested in any investment authorised by law for the investment of trust funds in any state or territory of the Commonwealth of Australia.
  4. The funeral price and any accretions thereto shall not be applied or paid otherwise than in accordance with these trusts.
- E. If the Client's family or legal personal representatives named in the Schedule shall request any additional services then such additional cost shall be paid by the Client's Estate to the Funeral Director.
- F. This agreement does not cover any present or future State or Federal Government taxes or charges.
- G. The Funeral Director shall not assign this Agreement unless -
1. Such assignment be to a suitably competent Funeral Director, and
  2. The deed of assignment incorporates the obligations of the Funeral Director contained herein.
- H. The Client agrees to keep the Funeral Director informed of any change of Address. The Client also agrees to inform two Family / Legal personnel representative of this agreement.

I. In the interpretation of this Agreement unless contrary to the context the singular number shall include the plural number and the masculine gender shall include other genders. The term "The Funeral Director" shall include the Funeral Director and his permitted assigns. Any notice between the parties shall be deemed served if sent by ordinary mail to the parties address or last known address.