

TERMS AND CONDITIONS GOVERNING THE PURCHASE OF CREMATION SERVICES

1. The cremation services provided by The Catholic Cemeteries of the Diocese of Hamilton are governed by the *Funeral, Burial and Cremation Services Act, 2002* (the Act), the Regulation to the Act (the Regulation) and the Cemeteries' By-laws relating to cremation services. The Purchaser agrees to abide by the terms of this contract and the approved by-laws of the Cemeteries as amended from time to time. The Purchaser hereby acknowledges receipt of the By-laws as a condition of this contract. The terminology used in the Terms and Conditions herein are as defined in the By-laws of the Cemeteries. It shall be the sole responsibility of the Purchaser to obtain an updated copy of the By-laws of the Cemeteries from time to time and to comply with any amendments contained therein.
2. The Purchaser specifically agrees and acknowledges that the By-laws of the Cemeteries include provisions affecting the legal rights and liabilities of the Purchaser and the Owner, including, but not limited to liability for the loss or damage to persons or property and any accompanying obligations to indemnify as provided for therein. By signing this contract, the Purchaser acknowledges that he or she has read, understood and has agreed to be legally bound in accordance with the By-laws of the Cemeteries as amended from time to time, and which provisions are incorporated by reference into these Terms and Conditions and forms a fundamental part of this contract.
3. The Purchaser understands that any implanted radioactive material or mechanical life sustaining device, e.g. a heart pacemaker, radioactive implant or other implanted device, could explode during the cremation process. If such a device is present, the Purchaser must instruct the Funeral Director of Transfer Service Operator to remove it before cremation. The Purchaser agrees that in the event of their failure to notify the Funeral Director or Transfer Service Operator for the removal of such a device, the Purchaser will be liable for any damages to the Owner's equipment, buildings or injury to the Owner's staff.
4. The Purchaser understands that casket containers must be made of wood or other combustible material as the body is always cremated in the casket/ container as received at the Crematorium. A body will not be cremated if it is in a container made of non-flammable or hazardous material or chlorinated or fibre-reinforced plastic. Exterior casket decorations that are non-combustible or hazardous will be removed before cremation by the Owner.
5. The Purchaser understands that no cremation may take place unless a duly executed Cremation Application, Burial Permit (if applicable), Coroner's Cremation Certificate (if applicable), contract and payment have been delivered to the Crematorium.
6. The Purchaser understands that the Owner will hold and keep safe the cremated remains to allow the next of kin time to have contact with the cemetery and to be aware of the personalized options and memorialization available. The Owner reserves the right to inter the remains in a communal grave or crypt that belongs to the Owner and to retain any deposit provided by the Purchaser, if the cremated remains are not claimed, of instructions for the disposition of the cremated remains have not been received, within the first anniversary of cremation. The Purchaser understands that a "communal grave" or "crypt" is an area in the cemetery or mausoleum where unclaimed cremated remains are buried or interred. A communal grave or crypt is marked with a number only and no memorial may be placed. The Catholic Cemeteries does not guarantee that any particular container or urn can be retrieved at a later date. If the remains are claimed before they are interred, the operator shall return any deposit to the Purchaser.
7. The Purchaser may cancel this contract at any time within 30 days after the contract is properly formed by providing the Owner written notice of cancellation, so long as the Owner has not fully performed the contract. The Owner will refund all money received under the contract within 30 days of receiving notice of cancellation. Where the Owner receives notice of cancellation of a contract in which the Owner has provided supplies and services within the 30-day period under prescribed circumstances, the Owner will refund all money received under the contract, less the value of supplies and services that have already been provided.

TERMS AND CONDITIONS GOVERNING THE PURCHASE SUPPLIES AND SERVICES IN ADVANCE OF THEIR PROVISION

1. **The Owner shall not supply cremation supplies and services until the expiry of the 30 day period immediately following the day the contract is made unless otherwise noted on the contract.**
2. **The Purchaser of supplies and services in advance of their provision may cancel a contract at any time after the 30-day period noted above, by providing the Owner written notice of cancellation, so long as the Owner has not fully performed the contract.**
3. **If the Purchaser's right to cancel is exercised more than 30 days after the contract is made, the Owner will refund the Purchaser, within 30 days of receiving notice of cancellation, all the money received by the Owner under the contract and all income earned on the money received by the Owner, less the value of the supplies and services that have already been provided and the cancellation fee. The cancellation fee is the lesser of 10 percent of the sum of the amount received by the Owner under the contract and income earned on this amount or \$350.00.**
4. **This contract shall be deemed cancelled if the Owner has reasonable grounds to believe that the recipient has or would have reached the age of 120 years, none or only part of the contract has been completed and there has been no request to**

perform the contract that the Owner has not satisfied and the Owner is unable to locate the recipient after reasonable effort to do so.

TERMS AND CONDITIONS GOVERNING ALL FUNDS PAID IN ADVANCE OF PROVISIONS OF SUPPLIES AND SERVICES

1. All money received for the sale of supplies and services in advance of their provision will be deposited into a pooled trust FUND within 35 days after the day the Owner receives the money, with the exception of the cancellation fee discussed in paragraph three above, which the Owner may retain. Money deposited into the pooled trust fund will be invested in marketable securities. As supplies and/or services are delivered to the Purchaser, the amounts payable will be paid out to the Owner from the fund. The Owner bills and receives payments from the trust fund on a quarterly basis. If any trust money should remain after the supplies and services to which the money relates have been provided and all amounts payable have been paid, the remaining money will be paid by the Owner to the Purchaser or to the person whom the contract designates as being entitled to receive the payment. Such payments will be made within 30 days of the end of the month in which the supplies and/or services are delivered to the Purchaser.
2. The Owner does not receive, directly or indirectly, any consideration or benefit related to the employment of services of its trust fund management company.
3. The Purchaser is entitled to request from the Owner, once per twelve-month period, a statement setting out the current value of the Purchaser's money as of the end of the month before the request, and the name of the trustee.
4. In determining the prices for licensed supplies and service applicable at the time they are provided, the Owner will use the current price list.
5. Upon completion of the contract, the Purchaser has the right to receive any amount held in trust in excess of all amounts paid or payable to the Owner. If any trust money should remain after the supplies and/or services to which the money relates have been provided and all amounts payable have been paid, the remaining money will be paid by the Owner to the Purchaser or to the person whom the contract designates as being entitled to receive the payment. The Owner shall use the current price list of supplies and services to determine the amount payable to the Purchaser or person otherwise entitled to receive such payment.

Contract Number (Order ID): _____

I hereby acknowledge that I have read and accepted the terms and conditions as part of this contract.

Name of Purchaser: _____

Signature of Purchaser: _____

Name of Witness: _____

Signature of Witness: _____

Date: _____