

LORNEVILLE & SEAVIEW CEMETERIES INC



PURCHASE TERMS & CONDITIONS FOR GRAVE PLOTS & EXCLUSIVE RIGHTS OF INTERMENT

1st Adopted: Annual Meeting April 24, 2019

In these Terms and Conditions, and in the Application Form, and in the Certificate of Ownership and Exclusive Rights of Interment, and in the General Rules and Regulations, the following definitions shall apply except when otherwise required by context.

Definitions

Agreement means this agreement.

Application Form means our Application Form, attached hereto as schedule "B" which must be completed and forwarded to us at the time your selected Rights of Interment are being purchased.

Burial Registration Fee means the fee charged at the time of funeral for funeral administration, mapping and marking the grave location, certifying the burial and entering details into the statutory Register.

Cemeteries means one of the Cemeteries operated by us.

Certificate means the Certificate which we will issue when an Application Form has been completed and Selected Rights of Interment have been paid in full, and which is attached as Schedule "C". A Certificate may also be issued to existing owners of grave plots and/or exclusive rights of interment.

Exclusive Rights of Interment means your right and/or your Nominees' right to have remains interred within the Selected Area of the Cemeteries. It does not give you any legal ownership of or right to the land and is personal to you and cannot be sold, transferred or shared except with our prior written consent in a manner consistent with the Lorneville & Seaview Cemeteries Inc. General Rules and Regulations and applicable law. Once your remains have been interred they will remain there in perpetuity, but the right to inter remains must be exercised during the Period.

Nominated Grave Digger means the person nominated by us to prepare the graves.

Nominee means any person named on the Application Form as such.

Period means the period of time from the Date of Purchase of Exclusive Interment Rights to the 60th anniversary of the Date of Purchase of same.

Price means the specific price of your Selected Right of Interment as stated in the Application Form and on the Certificate of Ownership. Please note that the purchase price for Exclusive Interment Rights is only for that purpose - future maintenance and care of the plot(s) purchased remains the financial responsibility of the purchaser(s) and their heirs and assigns.

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Definitions (Cont.)

Representatives means executors, trustees, personal representatives or other representatives who are lawfully appointed and authorised to act on your behalf (or the Nominee's behalf if appropriate) after death.

Selected Area means the part of the Cemeteries that have been selected by you on the Application Form, and identified on the Certificate.

Selected Rights of Interment means the Exclusive Rights of Interment selected and purchased subject to the terms and conditions outlined in the Application Form, Certificate of Ownership, and the General Rules and Regulations.

Us/We means Lorneville & Seaview Cemeteries Inc.

You means the applicant.

TERMS & CONDITIONS OF PURCHASE

- 1. Application Form** By submitting the Application Form to us you are agreeing to purchase Selected Rights of Interment from us subject to these terms. To receive the Selected Rights of Interment, you must pay for them in full in accordance with these terms.
- 2. Issue of Certificate** Once you have paid the Price of your Selected Rights of Interment in full we will issue you with the Certificate. If you lose or destroy the Certificate you must notify us immediately in writing and we will issue you with a duplicate.
- 3. Non-payment** If you fail to keep to the agreed payment arrangement at any time then we may cancel the Selected Rights of Interment and return the monies you have paid us to you, less an administration charge of \$100.00.
- 4. Amendments/Purchase of Alternative Plan** The Selected Rights of Interment may not be varied or amended. We may at our absolute discretion agree to variations to the Selected Rights of Burial that you request in writing. Please note that we are entitled to charge for any such variations and that they will not be binding upon us unless we have confirmed our agreement to them. You must send any Certificate you have received to us (or any duplicate Certificate) when you make such a request. We may at our absolute discretion agree to a written request by you to purchase an alternative arrangement in place of the Selected Rights of Burial (eg. a change in the Selected Area of the site or a change in the type of Plot you have selected). Such agreement will be subject to such additional terms (including without limitation, terms relating to payment) as we reasonably require. You must send any Certificate you have in connection with the Plot you wish to vary to us (or any duplicate Certificate) when you make such a request.

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- 5. Availability** The passage of time and/or changes in circumstances may unavoidably affect the availability of certain arrangements, e.g. the selected burial area. If this happens, it may be necessary for us to provide reasonable alternative locations and/or to instruct reputable agents to provide alternative Rights of Interment on our behalf. In the event that you or your Representatives do not agree to such alternative arrangements, then we will cancel the Selected Rights of Interment and will return all monies you have paid to us within 28 days of notification of cancellation, following which we will have no further obligation to provide the Rights of Interment.
- 6. Cancellation** You may cancel your Selected Rights of Interment within six months of the date of purchase. If you wish to cancel your Selected Rights of Interment, you must give us written notice and (where a Certificate has been issued) you must send this Certificate (and/or any duplicate) to us. We will not be able to return any monies to you unless we receive your Certificate. All monies that we have received from you in payment for the Selected Rights of Interment will then be repaid to you less a cancellation fee of \$100.00. If you cancel within 14 days of submitting the Application Form then we will waive this fee. Your Representatives cannot cancel the Selected Rights of Interment following your death nor can the Selected Rights of Interment be cancelled after the death of the Nominee. In the event that we are unable to provide the burial plot(s) because of circumstances outside our control, e.g. changes in legislation, unsuitable ground conditions, strikes, floods, fire; then we reserve the right to cancel the Selected Rights of Interment and to repay all monies you have paid to us, back to you or to your Representatives, following which we will have no further obligation to provide the Rights of Interment.
- 7. Complaints Procedure** If you have any complaint in relation to your Selected Rights of Interment or payment, please write to us at the address given overleaf. We will acknowledge your complaint within 5 working days and use reasonable commercial efforts to resolve the complaint within a further 28 days.
- 8. Provision of the Rights of Interment** We are not obliged to provide any of the Selected Rights of Interment until the Price is fully paid. Accordingly, after death, the relevant Representatives must supply: (1) the Applicant's or Nominee's disposal certificate and (2) surrender the Certificate (or a certified duplicate Certificate) to us (at the address stated on the Certificate) as proof of payment before any Rights of Interment are provided. We will not be able to provide the Selected Rights of Interment unless the Certificate together with the deceased's disposal certificates have been presented and surrendered to us. For the avoidance of doubt we are under no obligation to give any refund should you or your Representatives decide not to receive Interment Rights to which you are entitled.

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- 9. Notifying us** You or your representatives must notify us in writing and deliver it personally, send it by first class post to our registered address (below) or by email to info@lornevilleseaviewcemeteries.ca before the funeral arrangements are publicly announced. We must have at least 3 working days notice in advance of the interment. We do not accept any responsibility for errors or omissions arising out of the transmission to us of any information by telephone.
- 10. Part Paid Payment Arrangements** Upon your death or the death of the Nominee if the Selected Rights of Interment has not been fully paid, you or your Representatives have the option to pay any outstanding amount as a lump sum and we will issue a Certificate to you or to them as proof of payment. This must be done prior to arranging the funeral. If this is not done then we cannot provide the Rights of Interment. You or your Representatives may alternatively opt to cancel your Selected Plan in these circumstances by notifying us in writing, in which case we will return all monies you have paid less an administration charge of \$100.00. Following which we will have no further obligation to provide the Rights of Interment.
- 11. Responsibility for Claims** Please note that it is solely the responsibility of you or your Representatives to claim the Rights of Interment.
- 12. Conditions relating to the grave** We will provide reference markers to be used to locate the position of the grave. By entering into this Agreement you hereby agree to abide by the Lorneville & Seaview Cemeteries Inc. General Rules and Regulations, as may be amended from time to time. The most recent Rules and Regulations are attached hereto as Schedule "A".
- 13. Notice of Interment** must be given on our printed Interment Form and must be completed properly and in full. Responsibility for any errors and omissions rests with the person submitting the Notice. We must receive Notices at least three clear working days before the date of interment. All charges and fees connected with the interment shall accompany the Notice of Interment. Except for memorials specified and approved by us, no other memorials, mementos, kerbs, vases, wreaths or other forms of memorial or marker will be permitted. The Price does not include any memorials or tree planting.
- 14. Grave excavation** For reasons of health and safety, only the Nominated Grave Digger shall excavate graves. They will be ~1.3m deep and are for one single burial. The Selected Rights of Interment will not cover any charges imposed for excavating and back-filling the grave by the Nominated Grave Digger, which are the responsibility of, and must be paid by, you or your Representatives.

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- 15. Unclaimed Rights of Interment** If the Selected Rights of Interment have not been claimed by the 60th anniversary of your Date of Purchase, or upon our being made aware that you or the Nominee may have died, then we may write to you at your last known address to establish that it is still your intention to claim the Selected Rights of Interment. If we do not hear from you to the contrary within 90 days of such a letter, then we shall be entitled to consider that you have chosen not to claim the Selected Rights of Interment and we may at our discretion cancel the Selected Rights of Interment and may retain the monies.
- 16. Miscellaneous** You enter the Lorneville Seaview Cemeteries at your own risk. We cannot accept any liability whatsoever for the loss of or damage to any vehicle, its contents or your possessions save to the extent that it is proved to be directly caused by the negligence, or wilful act or wilful default of us or our servants or agents. You and your Representatives shall be responsible for complying with all statutes, laws, regulations, codes of practice as may be amended from time to time and any reasonable instructions from us which relate to the site. You and your Representatives shall be responsible for all persons present at the Lorneville Seaview Cemeteries with your consent (including children) and shall ensure that at all times they behave in a suitable and appropriate manner and shall be suitably supervised.
- 17. Waiver** The failure of either party at any time to enforce any of the terms, provisions or conditions of the agreement, or to exercise any right under it, shall not constitute a waiver or affect that party's rights thereafter.
- 18. General** These terms and conditions, together with the payment and your Application Form constitute the agreement between us and you regarding the Selected Rights of Interment to which they refer. They do not affect your statutory rights. If any part of the agreement proves ineffective the remainder shall not be prejudiced. This agreement shall be governed by New Brunswick Law. There is no interest payable to you in respect of the Price or of the monies used to purchase your Selected Rights of Interment whether fully paid, cancelled or redeemed.
- 19. Indemnity** You and your representatives shall be responsible for and indemnify and keep us indemnified against any loss (including consequential or economic loss) or damage which we may sustain or suffer by or as a result of a breach of the terms of this Contract.
- 20. Address for correspondence** _____

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Frequently Asked Questions:

- 1. Can my arrangements be altered or cancelled?**
Yes, your Payment Arrangement may be changed at any time or cancelled only by you, with our consent, within six months of purchase. It may be necessary to charge for any changes. For cancellations we charge a \$100.00 cancellation fee.
- 2. What happens when death occurs?**
Your next of kin or representative should contact us either directly or via a funeral director.
- 3. Is the price I have paid guaranteed against inflation?**
Yes, providing your Selected Rights of Interment have not changed, the costs of the Right of Burial will not be affected by inflation.
- 4. Who provides the funeral services?**
The purchase of a burial plot does not include funeral services. You should make separate arrangements for funeral services, if required, with the Funeral Director of your choice.
- 5. What happens if death occurs before I have paid for my Selected Rights of Interment?**
The outstanding monies can be paid as a lump sum at the time of arranging the funeral.
- 6. When will my certificate be issued?**
Certificates are sent out when full payment is made.
- 7. Will there be anything extra to pay at the time of the funeral?**
At the time of the funeral you will need to pay a Burial Registration Fee (for administration, mapping and recording the burial) and the grave digging charges.
- 8. Who digs the grave?**
Our Nominated Grave Digger is the only person permitted to dig the grave. You (or your funeral director) should liaise with Lorneville & Seaview Cemeteries Inc. who will make arrangements when the time comes. The cost of grave digging is not included when you buy an Exclusive Right of Interment.