Terms and Conditions

1. Agreement and acceptance

You have completed and submitted an Online Cremation Form and received a Quote for the Services.

Please check that your Online Cremation Form is accurate before you tick the acceptance box. By ticking it, you agree to these Terms.

Capitalised words are defined in section 11. “We”, “us” and “our” mean Premier Funeral Group Pty Ltd (ABN 11 608 820 515) trading as MH Funerals and its officers, employees, contractors and agents.

2. Services

In return for payment of the Fee, we will provide the Services. We will only provide the products and services described in the Quote. Any additional product or service, and its fee, must be agreed by you and us in writing.

We will provide the Services with due care and skill and comply with any applicable consumer guarantees under the Australian Consumer Law.

We may engage or deal with third parties in providing the Services, including transfer providers, crematoria, hospitals, mortuaries and government registries.

3. Changes to arrangements

Dates in the Quote or the Online Cremation Form may need to change due to circumstances outside our control. If this happens, we will let you know as soon as practicable.

If you wish to change the Services, please tell us as soon as possible and, where practicable, at least 48 hours before the Cremation. We will confirm whether the change can be made and whether any additional fees apply.

4. Fees and payment

You must pay the Fee. If a third-party cost included in the Quote (such as a crematorium fee) changes before the Cremation, we will tell you and the Fee will be adjusted by the same amount. We may also incur reasonable additional costs without your prior approval where necessary to comply with the law, care for the deceased or avoid delay. We will tell you about these costs as soon as practicable, and you must pay them.

Full payment must be received in cleared funds before the Cremation. You are personally responsible for payment of the Fee, regardless of probate, estate funds, insurance proceeds or contributions from others.

If payment is not received when due, we may postpone the Cremation until full payment is received or, after giving you reasonable notice, cancel the Services.

If the deceased remains in our care, or a third-party provider’s care, for more than 30 days for a reason not caused by us, we may charge a reasonable storage fee from day 31.

If information in the Online Cremation Form is materially incorrect or incomplete (for example, about the deceased’s weight or height, location, transfer or ashes delivery requirements, or family instructions), you must pay any reasonable additional costs this directly causes us. Where practicable, we will tell you about the cost before it is incurred.

5. Authority, information and disputes

You confirm that you have authority to arrange the Cremation and that any other person with equal or greater authority has been consulted and agrees with your instructions. You also confirm that all information you have provided is true, accurate and complete.

We may rely on your authority and the information you provide, including when completing official documents, records and instructions.

You are responsible for any loss or cost we incur because information you provide is materially inaccurate or incomplete, or because you do not have the authority you have represented, except to the extent the loss or cost was caused or contributed to by our negligence, unlawful act or omission.

If someone claims equal or greater authority before the Cremation, we may postpone it until we receive joint written instructions or a court order. You must pay any reasonable storage fee incurred during the delay.

6. Cancellation and refunds

If you cancel before the Cremation, we will refund the amount you have paid, less any costs we have reasonably incurred or committed to, within 10 working days of your cancellation.

If circumstances outside our control prevent the Services, we may suspend, reschedule or cancel them. We will notify you and refund payments for cancelled Services, less costs reasonably incurred or committed.

If we cancel the Services for a reason not caused by you and not arising from circumstances outside our reasonable control, we will refund amounts paid for Services not provided.

7. Personal effects and ashes

Before the deceased enters our care or the care of a transfer provider acting on our behalf, please remove any clothing, jewellery or other personal items that you do not wish to be cremated. Items left with the deceased may be cremated and cannot then be recovered. We do not inspect for personal items or contact you about them.

We will return the ashes in line with your instructions in the Online Cremation Form. If you have chosen to collect the ashes, you must do so within 21 days of the Cremation, after which a storage fee may apply. If the ashes remain uncollected for more than 12 months after the Cremation and we have made reasonable attempts to contact you, we may scatter them in a memorial garden of our choosing, subject to applicable laws.

8. Your consumer rights and our liability

Nothing in these Terms excludes, restricts or modifies any rights, guarantees or remedies you may have under Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified.

Subject to the paragraph above, and to the extent permitted by law, we are not liable for indirect or consequential loss, or for delays caused by circumstances outside our reasonable control.

Where the law allows our liability to be limited but not excluded, our liability is limited to the Fee.

9. Privacy and permitted disclosure

We collect, use and disclose personal information about you and information relating to the deceased to arrange and provide the Services, administer payments, maintain required records and comply with our legal obligations. For these purposes, we may disclose relevant information to service providers involved in the

Services, government authorities, authorised legal or personal representatives and our professional advisers. We will only use or disclose personal information for another purpose where permitted or required by applicable law. We handle personal information in accordance with applicable privacy laws and our Privacy Policy.

10. General

Any changes to these Terms or to the instructions in the Online Cremation Form must be agreed by you and us in writing, which includes email and confirmation through our online platform. You agree that we may give notices, approvals and other communications electronically using the contact details provided in the Online Cremation Form.

Sections 4, 5, 7, 8 and 9 continue to apply after the Services are completed or these Terms end.

If any provision in these Terms is invalid or unenforceable, the remaining provisions in these Terms continue to apply. A failure to enforce a right is not a waiver. These Terms are governed by the laws of the Australian state or territory where the Services are to be provided.

11. Definitions

In these Terms:

- **Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as it applies under Commonwealth, state and territory laws.
- **Cremation** means the cremation of the person described as the deceased in the Online Cremation Form.
- **Fee** means the fees, charges, GST and third-party costs payable for the Services, as set out in or payable under the Quote.
- **Privacy Policy** means our privacy policy, which is available on our website.
- **Online Cremation Form** means the online form used to confirm your details and instructions, including instructions regarding cremation arrangements.
- **Quote** means the quote provided to you when you submitted the Online Cremation Form.
- **Services** means the cremation and associated services described in the Quote and the Online Cremation Form.

I acknowledge that I have read, understood and agree to be legally bound by these Terms.

I confirm that I have authority to arrange the Cremation and that the information I have provided in the Online Cremation Form is accurate and complete.

Yes, I agree