

# Prepaid funerals – checklist for funeral organisers

Basics	Yes	No
The contract is in writing and font size 12 or higher		
The contract is signed and dated by you and the client		
If the client is not the recipient of the funeral, you have taken reasonable steps to check the recipient: <ul style="list-style-type: none"> <li>• agrees to the contract; or</li> <li>• lacks capacity (i.e. unable to make the decision for themselves).</li> </ul>		
Personal details to include	Yes	No
The funeral organiser		
The person arranging the contract		
The funeral recipient		
The person whom the funeral organiser is to contact upon notification of the recipient's death, for example next of kin or will executor)		
The investment manager		
Details of funeral services and costs	Yes	No
Each component provided is itemised		
There's an explanation of how the funeral location will be chosen		
Details of the funeral service are included, including who is to conduct it		
The way the recipient's remains are to be disposed of is specified		
If the recipient's remains are to be interred, the name and address of the cemetery is specified		
Any fees or charges under the contract are stated		
The total cost is specified, including GST		
If there is a cemetery contract for the recipient, check these details are included: <ul style="list-style-type: none"> <li>• parties to the cemetery contract;</li> <li>• a description of the services to be provided; and</li> <li>• whether the costs of the services have been, or will be, fully paid.</li> </ul>		

Who to give signed copies to	Yes	No
The client		
The funeral recipient if the client is not the recipient		
The recipient's next of kin or will executor		
Cooling-off period and other termination rights (must be bold and font size 14 or higher)	Yes	No
The contract specifies the client has a 30-day cooling-off period		
If the contract allows for termination, it clearly sets out how a client may terminate the contract		
The contract advises the client of their refund rights and advises them to consider taxation and social security implications of ending the contract*		
* Note, if the client terminates the contract during the cooling-off period, you must refund them, minus any reasonable administration fee.		
Client payments	Yes	No
Details of where the funeral funds will be invested have been disclosed to the client		
Funeral contract payments forwarded to an approved investment manager within 16 days of receipt		
Cemetery contract payments forwarded to a cemetery manager within 16 days of receipt		
Contingency for particular circumstances	Yes	No
<b>The contract needs to state what happens to payments if:</b>		
The funeral organiser is unable to perform the contract for any reason, for example bankruptcy, insolvency or business closure		
Required instalment payments do not get made in full and on time		
The recipient moves away, for example interstate		
The client ends the contract outside of its terms		
The recipient dies before the contract is fully paid off		
Administration	Yes	No
A record has been made in the prepaid funeral register of the business		
Selecting a funeral director – for funeral broker contracts only:	Yes	No
If a nominated funeral director is to carry out the funeral services, the contract sets out how an alternative funeral director will be selected if the original is not available (see 'Selecting a Funeral Director' in the <a href="#">code</a> for more details).		

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