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Cemeteries & Crematoria NSW

Department of Planning and Environment

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# Licence Conditions for Operators of Cemeteries and Crematoria

*Cemeteries and Crematoria Amendment Regulation 2022*

June 2022

DRAFT



# Acknowledgement of Country

Cemeteries & Crematoria NSW acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land and we show our respect for Elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

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Licence Conditions for Operators of Cemeteries and Crematoria

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# Introduction

The *Cemeteries and Crematoria Amendment Regulation 2022* provides that the Cemeteries Agency can impose licence conditions related to the following:

- Consumer Contracts
- Cemetery maintenance
- Pricing transparency
- Customer service
- Religious and cultural principles
- Aboriginal cultural and spiritual principles

This document outlines the licence conditions that the Cemeteries Agency will apply to each category of licence. Each licence condition consists of a guiding principle and detailed requirements for compliance with the condition. Both the guiding principle and the requirements form part of the condition.

If a condition does not apply to a licence, the Cemeteries Agency considers compliance with all conditions is best practice. They encourage operators to carry out business having regard to such conditions even when they do not apply as part of the licence.

*[When approved, the following will be inserted:*

*The Board of the Cemeteries Agency have approved this document. This document is current as of dd June 2022.]*

Any updates to this document will be published on the Cemeteries Agency website and notified to any affected licence holders.

Explanatory material, published on the Cemeteries Agency website, is intended to assist with compliance with these conditions.

# Interpretation

In the conditions, terms and phrases have the meaning set out in the glossary.

Unless the contrary intention is specified in the, words and phrases used in this document have the same meaning as in *Cemeteries and Crematoria Act 2013* and the regulations made under that Act.

If a cemetery operator provides interment services at more than one Site, the conditions applying to the operator's licence apply to each Site, unless the Cemeteries Agency provides that a different class of conditions applies in respect of different cemeteries specified in the licence.

## Glossary

Term	Meaning
<b>Basic Adult Burial</b>	Refers to the least expensive bodily interment package that is available for a Customer to purchase from the Operator.  At a minimum, the Basic Adult Burial consists of: <ul style="list-style-type: none"><li>• interment right - the right to bury remains in a specified place,</li><li>• burial - the placement of one or more sets of human remains in a grave or plot in accordance with the interment right.</li></ul>
<b>Basic Ash Interment</b>	Refers to the least expensive ash interment package that is available for a Customer to purchase from the Operator.  At a minimum, the Basic Ash Interment consists of: <ul style="list-style-type: none"><li>• interment right – the right to interment of ashes above or below ground at a specified place,</li><li>• interment – the placement of one or more sets of ashes in accordance with the interment right.</li></ul>
<b>Cemeteries Agency</b>	Cemeteries and Crematoria NSW constituted by section 6 of the Act.
<b>Condition</b>	A condition or conditions specified in the Cemetery and Crematorium Operator's Licence Conditions.
<b>Consumer Contract</b>	A contract between an operator and a Customer for or in relation to the provision of interment services.
<b>Customer</b>	A person seeking, or entering, a contract to be provided interment services.

Term	Meaning
<b>Inactive</b>	In relation to a Site, or part of a Site, means the Site is at capacity or at which no further interments are intended to be carried out.
<b>Operator</b>	The holder of a cemetery operator licence, granted under the <i>Cemeteries and Crematoria Regulation 2013</i> . When used within the terms of a Condition, it means the cemetery operator to whom the condition applies.
<b>Site</b>	In relation to a cemetery, includes all of the land comprising the cemetery

CONSULTATION

# Categories of Licence Conditions

Before granting a licence to the Operator of a cemetery, the Cemeteries Agency is to determine a category of conditions applicable to the licence. Table 1 specifies licence conditions that apply in respect of a particular category.

The Cemeteries Agency may consider the following in determining the appropriate category of conditions applicable to a licence:

- the volume of interments likely to be carried out during the term of the licence
- the total number of existing interments and likely future interments
- the compliance history of the Operator
- the heritage value of the Site
- whether the Operator intends to operate a cemetery and/or a crematorium
- any other relevant information

**Table 1: Application of conditions**

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
A. Consumer Contracts	A.1	Yes	Yes	Yes	No
	A.2	Yes	Yes	Yes	No
	A.3	Yes	Yes	No	No
B. Cemetery Maintenance	B.1	Yes	Yes	Yes	Yes
	B.2	Yes	Yes	No	No
	B.3	Yes	Yes	No	No
	B.4	Yes	Yes	No	No
	B.5	Yes	Yes	No	No
C. Pricing Transparency	C.1	Yes	Yes	No	No
	C.2	Yes	Yes	No	No

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
<b>D. Customer Service</b>	D.1	Yes	Yes	Yes	No
	D.2	Yes	Yes	Yes	No
	D.3	Yes	Yes	Yes	No
	D.4	Yes	Yes	Yes	No
	D.5	Yes	Yes	Yes	No
	D.6	Yes	Yes	Yes	No
<b>E. Religious, Cultural and Spiritual Principles</b>	E.1	Yes	Yes	Yes	No
	E.2	Yes	Yes	Yes	No
<b>F. Reporting Obligations</b>	F.1	Yes	Yes	Yes	No
<b>G. Prohibition of Interment Services</b>	G.1	No	No	No	Yes

# Licence Conditions

## A. Consumer Contracts

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
A. Consumer Contracts	A.1	Yes	Yes	Yes	No
	A.2	Yes	Yes	Yes	No
	A.3	Yes	Yes	No	No

### A.1 Operator must comply with pre-contract requirements and ensure Consumer Contracts are transparent and clear

The Operator must ensure that Consumer Contracts are transparent, clear and expressed in reasonably plain language likely to be understood by the average Customer.

Words or phrases used in a Consumer Contract that have a particular meaning when used in connection with the interment industry should be defined in the contract.

Before offering, negotiating, or entering into a Consumer Contract, the Operator must provide the Customer with information about the Basic Adult Burial and/or Basic Ash Interment offered by the Operator, including the price and the inclusions of that package.

The Operator must not enter a Consumer Contract unless the Customer has been provided reasonable time and privacy to consider a quote, written statement or contract.

A Customer must be provided with a signed copy of their Consumer Contract as soon as reasonably practicable after both parties have signed the contract.

### A.2 Operator must not enter a Consumer Contract unless the Consumer Contract includes key details relating to the interment right

The Operator must not enter a Consumer Contract or offer a Customer a contract in connection with interment services, unless the Consumer Contract includes the following details (**key details**).

#### 1. Tenure, type and grant of right

The Consumer Contract must provide the following details regarding the interment right:

- a. Whether the interment right is perpetual or renewable,
- b. Conditions that affect the tenure (if any),

- c. The following information about grant of the interment right:
  - i. the statutory rights of the holder of an interment right,
  - ii. how an Operator determines the future holders of an interment right,
  - iii. the application of rules of intestacy,
  - iv. the identity of persons authorised to exercise the interment right,
  - v. whether the provision of a memorial is included in the interment right contract, and
  - vi. any memorialisation requirements or standards that apply to a memorial erected in connection with the interment.

## **2. Fees and charges**

The Consumer Contract must provide the following details regarding fees and charges:

- a. An itemised list of the fees and charges payable for each of the following:
  - i. administration of the grant of interment rights (including inspection of the Operator's register),
  - ii. excavation (including the application fee for digging or opening a grave),
  - iii. share of administration costs,
  - iv. maintenance costs,
  - v. memorialisation (if the Consumer Contract provides for the erection or placement of a memorial),
  - vi. Site land cost (for new cemeteries only), and
  - vii. end of tenure costs (renewable interment only),
- b. Where an interment right is sold pre-need, a disclaimer noting that fees and charges may change over time.

## **3. Payment terms:**

The Consumer Contract must include the following details regarding the making of payments:

- a. the method of payment,
- b. date which payment is due, and
- c. any interest that may be payable.

If an Operator provides interment services at more than one Site, a Consumer Contract entered by the Operator must specify the Site at which the interment rights are proposed to be provided under the Consumer Contract.

If the Cemeteries Agency publishes or otherwise makes available a standard form of Consumer Contract for the use of Operators to comply with this condition, an Operator who uses that form is presumed to have complied with the requirements of this condition.

## A.3 Operator must address certain matters in all Consumer Contracts

In addition to the requirements of Condition A.2, the Operator must not offer, or enter, a Consumer Contract in connection with interment services unless it includes or makes provision each of the matters referred to in this Condition.

### 1. Agreement statement

A Consumer Contract must include an agreement statement that includes:

- a. A summary of the agreement between the Customer and Operator,
- b. Details of any specific conditions with which the Customer must comply,
- c. A declaration by the Operator that the terms and conditions have been explained to the Customer, and
- d. A declaration by the Customer that the information provided by the Customer and included in the contract is true and correct.

### 2. Responsibility for and costs associated with maintenance

A Consumer Contract must make provision for maintenance, including:

- a. maintenance of the individual interment site and any memorial located on that individual site,
- b. identifying the person responsible for costs associated with maintenance of the site,
- c. acknowledgement that maintenance responsibilities for cemeteries extend beyond the cessation of interment services at the cemetery,
- d. where a memorial has been erected other than by the Operator, specifying who is responsible for the care and maintenance of the memorial unless:
  - i. there is another contractual obligation in place for maintenance of the memorial,
  - ii. it is a Commonwealth War grave,
  - iii. it is a heritage site of local or state significance,
  - iv. the maintenance relates to a work health or safety risk,
- e. specify materials or items for a memorial or monument that may constitute a public safety hazard are not permitted and may be removed by the Operator without notice

### 3. Commencement and expiry:

The Consumer Contract must make provision for the commencement and expiry of the obligations under the Consumer Contract, including the following:

- a. date for commencement of the Consumer Contract,
- b. the expiration or termination terms (including any circumstance where an interment right under the Consumer Contract ceases to be available to the Customer), and
- c. relevant notice periods (if any) to the exercise of rights under the Consumer Contract.

### 4. Information disclosure:

The Consumer Contract must contain a provision that sets out the requirement to collect information in accordance with the *Cemeteries and Crematoria Act 2013*.

### 5. Privacy statement:

The Consumer Contract must contain a statement setting out the privacy rights of the Customer and the Operator’s obligations with respect to the Customer’s privacy under applicable privacy legislation.

### 6. Complaints and dispute resolution:

The Consumer Contract must make provision for complaints and dispute resolution, including the following:

- a. how to find and access the complaints resolution process,
- b. information about Customer rights for any alleged failure of guarantee for goods and services under the Australian Consumer Law.

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## B. Cemetery Maintenance

Licence condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
B. Cemetery maintenance	B.1	Yes	Yes	Yes	Yes
	B.2	Yes	Yes	No	No
	B.3	Yes	Yes	No	No
	B.4	Yes	Yes	No	No
	B.5	Yes	Yes	No	No

### B.1 Operator must ensure Site maintenance is carried out and public access to the cemetery is maintained

The Operator must ensure that Site maintenance and public access to the Site is maintained, including the following:

- Public access to the cemetery is available during daylight hours
- Fallen trees or branches and other safety hazards are removed from the cemetery as soon as practicable after the Operator becomes aware, and
- The cemetery remains accessible through the carrying out of basic landscaping servicing.

The Operator must continue to ensure that Site maintenance and public access are maintained whether or not the cemetery is providing, or offers, future interments at the cemetery.

Public access to the cemetery may be limited to access by appointment, but only if:

- a) the Operator advertises at the Site the way in which an appointment may be made, and

b) appointments are made available within a reasonable time after a request is made.

## **B.2 Operator must prepare a document which outlines the maintenance needs of the Site**

The Operator must prepare a document which outlines the maintenance requirements for each Site at which the Operator provides interment services. The document must address the following:

1. The current status of the Site, as either operating or Inactive,
2. Factors that may impact the appropriate maintenance of different parts of the Site including the current status (as either operating or Inactive),
3. A list of the assets at the Site which require ongoing maintenance
4. An inspection cycle for assets at the Site, indicating how often assets will be inspected
5. If there are memorials on the Site, outlines a monument safety inspection cycle that provides for an inspection of memorials at least once in every 5-year period
6. A maintenance schedule identifying planned maintenance commitments and anticipated responses for unplanned maintenance required to be undertaken (such as repair or restoration of memorials)

The maintenance schedule must be updated annually.

The Operator is to notify the Cemeteries Agency as soon as practicable after the document required by this Condition has been prepared.

If requested by the Cemeteries Agency, the Operator must provide a copy of the document to the Cemeteries Agency.

## **B.3 Operator must keep records in relation to the activities carried out under the maintenance document**

The Operator must maintain a record of all activities and inspections carried out in accordance with the maintenance document prepared under Condition B.2.

The record must include the following in relation to each activity or inspection:

1. summary of the activity or inspection,
2. the date on which the activity or inspection occurred,
3. the costs incurred in carrying out the activity or inspection.

If requested to do so, the Operator must provide a copy of these records to the Cemeteries Agency.

## **B.4 Operator must provide the Cemeteries Agency with a completed self-assessment checklist for Site maintenance**

If the Cemeteries Agency publishes a self-assessment checklist for Site maintenance in the NSW Gazette, the Operator must complete the self-assessment checklist in accordance with this Condition.

If the Operator has a Category 1 licence, the self-assessment checklist must be completed each year. A copy of the completed check list must be provided to the Cemeteries Agency no later than the anniversary of the date on which the licence was granted.

If the Operator has a Category 2 licence, the self-assessment checklist must be completed every second year. A copy of the completed self-assessment checklist must be provided to the Cemeteries Agency provided no later than every second anniversary of the date on which the licence was first granted.

## **B.5 Operator must comply with Site maintenance standards**

In addition to the requirements under Condition B.1, the Operator must take all reasonable steps to comply with the Site maintenance standards at each cemetery at which the Operator provides interment services. The standards imposed by this condition apply without limiting any other condition applicable to the licence. The Site maintenance standards are:

### **1. Site Entry and Access**

- a. Clear, legible signage at each entry point to the Site to set out the cemetery name, contact details of the Operator and the cemetery opening hours.
- b. Well defined boundaries and/or fencing around the Site.
- c. Entry points to be designed and maintained to avoid conflict between pedestrians and vehicles.
- d. Spaces shared by vehicles and foot traffic to be suitably identified.
- e. Maintenance and landscaping be carried out in high foot traffic areas.
- f. Public access must be available during daylight hours.
- g. As far as practicable, all public access areas in the cemetery must be accessible in accordance with AS 1428 (Parts 1-5): Design for access and mobility, as in force from time to time.

### **2. Cemetery Grounds**

- a. Fallen trees or branches must be removed as soon as possible.
- b. Basic landscaping servicing to ensure the Site remains safe and accessible.
- c. Prepare, publish and make available to the public a policy which outlines mementos and offerings that can be left by visitors.
- d. Safe access for visitors and work personnel must be maintained and not become overgrown or concealed by vegetation.
- e. Use of dyed herbicides that are reasonably likely to stain memorials are to be avoided.
- f. Signage must be erected and maintained to clearly display any applicable speed limits.

### **3. Memorials**

- a. Memorials must comply with the applicable provisions of AS 4204:2019 *Headstones and cemetery monuments* and AS 4425:2020 *Above-ground burial structures*.
- b. Memorials must be regularly assessed to determine the need for safety maintenance.

#### 4. Environmental Management

- a. Not more than 2 years after the grant of the licence, a Safe and Useful Life Expectancy (SULE) report must be prepared by an arborist for trees on the cemetery and the report must be reviewed in accordance with the recommendations of the report (but not less than once every 5 years).
- b. Location and manner of landscape supply storage and soil stockpiles are to minimise visual disruption.

#### 5. Built Assets and Infrastructure

- a. An asset management plan which achieves the following must be prepared:
  - i. Lists all built assets and infrastructure
  - ii. Ensures assets remain in a safe and useful condition, including replacement where necessary
  - iii. Provide for multi-use asset utilisation where possible
  - iv. Where a local council is the Operator, inclusion of maintenance as part of the Integrated Planning and Reporting Framework prepared by a Local Council under Chapter 13, Part 2 of the *Local Government Act 1993*

#### 6. Maintenance Skills and Resources

- a. Ensure each staff member has appropriate skills and training for the activities that are ordinarily required of that staff member.
- b. Where relevant, ensure that staff have the appropriate training for safe operation of machinery and working in confined spaces.
- c. Ensure each staff member has vocational training appropriate to the staff member's role, including but not limited to cemetery safety training, safe operation of crematoria and safety inspection of memorials.

#### 7. Heritage Values

- a. For memorials or structure with heritage significance, establish, and update as required, a conservation management plan for those memorials or structures or adopt nationally accepted guidelines (e.g. Burra Charter) as applicable.
- b. Ensure that information in relation to the heritage value of the cemetery, if any, is made publicly available.

#### 8. Maintenance Planning

- a. Where reasonable, ensure that applicable religious or cultural requirements for cemetery maintenance are adhered to.
- b. Prepare, complete and keep records of weekly and daily maintenance work.
- c. Display signage to identify and warn the public of maintenance works being undertaken both in advance and during works.

## 9. Public Information

- a. Ensure signage on the Site complies with Chapter 3: Advertising and Signage of the *State Environmental Planning Policy (Industry and Employment) 2021*
- b. Provide on-site information to the public (e.g. cemetery map and opening hours)
- c. Provide basic information to enable people to locate individual plots at the Site.

## C. Pricing Transparency

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
C. Pricing Transparency	C.1	Yes	Yes	No	No
	C.2	Yes	Yes	No	No

### C.1 Operator must make a price breakdown of the Basic Adult Burial or Basic Ash Interment publicly available

The Operator must publish a price breakdown of the Basic Adult Burial or Basic Ash Interments provided by the Operator.

If the Operator provides both burials and ash interments, the Operator must publish the details of both the Basic Adult Burial and the Basic Ash Interment.

If the Operator charges different amounts at different Sites at which the Operator carries out interments, the Operator must publish the price for each Site at which the Operator provides interment services (unless otherwise approved, in writing, by the Cemeteries Agency).

The information must be provided in the approved format and made available at each place of business of the Operator or in another manner approved in writing by the Cemeteries Agency. The approved format can be found on the Cemeteries Agency's website.

If the Operator maintains a website, the information must also be published on the website.

If requested, the Operator must provide a copy of the price breakdown to the Cemeteries Agency.

### C.2 Operator must not enter a Consumer Contract unless the Customer has been provided details of a Basic Adult Burial or Basic Ash Interment

The Operator must not enter a Consumer Contract with a Customer unless the Operator has provided the Customer details of the Basic Adult Burial or Basic Ash Interment. If the Operator provides both burials and ash interments, the Operator must provide the details of both the Basic Adult Burial and Basic Ash Interment provided by the Operator.

The details are to be provided in the same form as the details published by the Operator under condition C.1.

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## D. Customer Service

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
D. Customer Service	D.1	Yes	Yes	Yes	No
	D.2	Yes	Yes	Yes	No
	D.3	Yes	Yes	Yes	No
	D.4	Yes	Yes	Yes	No
	D.5	Yes	Yes	Yes	No
	D.6	Yes	Yes	Yes	No

### D.1 Operator must take all reasonable steps to ensure compliance with the Customer Service Principles

The Operator must take all reasonable steps to comply with the Customer Service Principles. The Customer Service Principles are:

1. Personal choices of Customers must be respected
2. Discrimination against Customers, visitors, invitees or the public is not permitted on any grounds referred to in the *Anti-Discrimination Act 1977*
3. When requested by a Customer, the operator must provide full and accurate information about the products and services that the operator is able to provide
4. The business of the operator is to be carried out with competency and integrity
5. The conduct of the operator must not bring the interment industry into disrepute.

A copy of these Customer Service Principles must be made available to all Customers, including those who approach as a prospective Customer.

### D.2 Operator must ensure that each person employed or engaged in connection with interment services is trained appropriately

The operator must ensure that each person employed or engaged in connection with interment services is trained appropriately for their ordinary activities. To ensure that staff are trained appropriately, an operator must:

1. have systems and processes in place to ensure compliance with the Customer Service Principles referred to in Condition D.1,
2. ensure that employees and other persons engaged by the operator:

- a. exercise honesty and integrity when engaging with Customers,
  - b. hold any requisite qualifications, licence or accreditation for the activities they are expected to conduct.
  - c. inform Customers of, and use, the correct systems and processes for Customer service, and
  - d. apply best practice in the performance of their duties.
3. have appropriate disciplinary procedures and undertake appropriate disciplinary action where there has been a breach of the Customer Service Principles,

If requested, a copy of the Operator's systems and processes in place to support the Customer Service Principles must be provided to the Cemeteries Agency.

### **D.3 Operator must have suitable practices to ensure proper disclosure of information**

The operator must have suitable practices to ensure that there is a proper disclosure of information to Customers. The operator must establish practices to ensure staff employed or engaged by the operator comply with the following:

1. Where necessary, reasonable efforts are made to assist Customers who do not speak English or have specific communication needs.
2. A Customer is not to be referred to an ancillary provider without disclosing any financial, personal or other relationship or arrangement that exists between the operator and the ancillary provider.
3. A responsible approach to selling, by making reasonable efforts to ensure that Customers fully understand the inclusions and exclusions in any service, plan or package that they are purchasing by providing information in a standardised format.
4. Reviews are undertaken at regular intervals to identify and correct inappropriate or out-of-date information.
5. Customers are aware of their consumer rights under applicable laws of NSW or the Commonwealth.
6. In the ordinary course of business, assisting in the education of the public about the industry, choosing a provider and the costs and procedures associated with interment services.
7. The privacy and confidentiality of Customers and the deceased are to be maintained under applicable legislation of NSW or the Commonwealth relating to privacy and the protection of personal information.

### **D.4 Operator to promote high standards for customer service**

The operator is to engage in conduct that demonstrates compliance with industry standards for customer service. The industry standards for customer service are:

1. Promoting industry wide awareness of and compliance with the Customer Service Principles in Condition D.1
2. Effective communication to staff of, and training in, the Customer Service Principles.

3. Demonstrating, and fostering amongst the operator's staff, a commitment to the Customer Service Principles.
4. Compliance with applicable laws of NSW or of the Commonwealth relating to consumer rights.

## **D.5 Operator must establish a process of resolving disputes between the operator and consumers of their interment services**

The operator must establish a process of resolving disputes that may arise between the operator and consumers of their interment services. The operator must:

1. Ensure complaints are dealt with in a respectful and compassionate way,
2. Provide written acknowledgement of receipt of a complaint to the complainant within 7 days after receiving the complaint,
3. Give a written response to the complaint to the complainant within 30 days of the date on which the operator received the complaint, and
4. Publish information about the following:
  - a. the way in which a complaint may be made to the operator,
  - b. the time frames in which responses to complaints will be given,
  - c. the actions the licence holder may take in investigating a complaint,
  - d. the way a final determination will be made and notified to the complainant,
  - e. alternative ways a person may have a complaint heard if the person is not satisfied with the operator's handling of the complaint or response to the complaint, including the ability to refer complaints to the Cemeteries Agency.

The information must be published by the Operator and made publicly available. The information must also be provided in writing to prospective Customers before entering a Consumer Contract.

If requested, a copy of the dispute resolution process document must be provided to the Cemeteries Agency.

## **D.6 Operator must establish and maintain a register of written complaints received**

The operator must establish and maintain a register of all written complaints that they receive. The register must include the following information in relation to each complaint:

1. the identification number allocated to the complaint
2. the date the complaint was received
3. the matters raised by the complainant
4. any interactions with the complainant in connection with the complaint
5. the date the operator gave the complainant a written response to the complaint
6. whether the complaint was resolved,

7.details of the outcome of the complaint, and

8.any other relevant information.

The information and records relating to the complaints listed in the register must be kept for a period of at least 7 years from the date that the complaint was made.

If requested, a copy of the written complaints register must be provided to the Cemeteries Agency.

## E. Religious, Cultural and Spiritual Principles

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
E. Religious, Cultural and Spiritual Principles	E.1	Yes	Yes	Yes	No
	E.2	Yes	Yes	Yes	No

### E.1 Operator must take all reasonable steps to ensure compliance with the Religious and Cultural Principles.

The operator must take all reasonable steps to ensure compliance with the following Religious and Cultural Principles:

1. Operators must inform themselves of the religious and cultural demographics of the region in which they operate, and about the religious and cultural requirements of the communities that they service.
2. Operators must inform themselves of, and record, any religious or cultural requirements in relation to each burial or cremation.
3. In addition to the existing legal obligations of an Operator in relation to cultural or religious practices for interments, if an Operator receives a request to meet religious or cultural requirements in relation to a burial or cremation, the operator must satisfy the request if it is practicable to do so and doing so aligns with all relevant laws, including work health and safety obligations. This principle does not require the dedication of land or the erection of structures.
4. For services provided to satisfy a request to meet religious requirements under Principle 3 (above), the Operator must not charge the customer an amount that exceeds the actual costs incurred in meeting those requirements.
5. Operators must engage with the religious and cultural communities they service, or those seeking to be serviced by the Operator, and undertake good faith negotiations to accommodate identified community needs and to resolve any grievances.

If requested, the Operator must provide the Cemeteries Agency with documents or information outlining steps taken by the Operator to comply with Religious and Cultural Principles.

## E.2 Operator must take all reasonable steps to ensure compliance with the Aboriginal Cultural and Spiritual Principles.

The operator must take all reasonable steps to ensure compliance with the following Aboriginal Cultural and Spiritual Principles:

1. Operators must inform themselves of the Aboriginal communities, including Traditional Owners, in the region in which they operate and of Aboriginal cultural and spiritual practices and requirements for burial and cremation.
2. Operators must inform themselves of, and record (unless expressly asked not to make a record), any Aboriginal cultural and spiritual requirements in relation to each burial or cremation.
3. In addition to the existing legal obligations of an Operator in relation to cultural or religious practices for interments, if an Operator receives a request to meet Aboriginal cultural or spiritual requirements in relation to a burial or cremation, the operator must satisfy the request if it is practicable to do so and doing so aligns with all relevant laws, including work health and safety obligations. This principle does not require the dedication of land or the erection of structures.
4. For services provided to satisfy a request to meet Aboriginal cultural and spiritual requirements under Principle 3 (above), the Operator must not charge the customer an amount that exceeds the actual costs incurred in meeting those requirements.
5. An Operator commonly providing Aboriginal burials or cremations for Aboriginal communities must, in respect of each community:
  - a. engage with relevant Aboriginal community about their cultural and spiritual requirements relating to interment, and
  - b. undertake good faith negotiations to accommodate identified community needs and to resolve any grievances.

If requested, the Operator must provide the Cemeteries Agency with documents or information outlining steps taken by the Operator to comply with Aboriginal Cultural and Spiritual Principles.

## F. Reporting Obligations

Licence Condition		Category 1	Category 2	Category 3	Category 4 (Caretaker)
<b>F. Reporting Obligations</b>	F.1	Yes	Yes	Yes	No

## F.1 Operator must provide updated information to the Cemeteries Agency in certain circumstances

The operator must notify the Cemeteries Agency, in writing, of any changes affecting the information provided to the Agency by the licence holder.

The operator must inform the Cemeteries Agency, in writing, of changes in relation to:

1. the Sites at which the operator is providing, or intends to provide, interment services,
2. contact details of the operator,
3. changes relevant to the licence held by the operator, including substantial changes affecting information provided to the Cemeteries Agency in connection with the grant or renewal of the licence. For example, a change to the directors or significant shareholders of an Operator that is a corporation.

Notice must be given not more than 30 days after the date of the change and, if the change relates to Sites at which the operator intended to provide interment services, before providing interments at a new Site.

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## G. Prohibition of interment services

Licence Condition	Category 1	Category 2	Category 3	Category 4 (Caretaker)
G. Prohibition of interment services	G.1	No	No	Yes

### G.1 The operator cannot perform interments

The operator cannot offer, or perform, an interment.

However, the operator may perform an interment in respect of an individual if:

1. the interment is the fulfilment of an interment right (including a right, licence or other entitlement in the nature of an interment right granted before the commencement of section 45 of the Act) that was granted before the operator became the holder of an operator (Caretaker) licence, and
2. the operator notified the Cemeteries Agency, in writing, of the intention to perform the interment not less than 1 business day before performing the interment.