

# Talbot Olivier

LAWYERS

Our ref: SPS:24966  
Contact: Stephen Skinner  
Direct line: 9420 7114  
Direct email: sskinner@talbotolivier.com.au  
Partner: Stephen Skinner

28 September 2006

A91015

MARS/PRISM
DOC
FILE NO.

Mr Cameron Martin  
Adjudication Branch  
Australian Competition & Consumer  
Commission  
PO Box 1199  
DICKSON ACT 2602

**By post and by email**

Dear Cameron

## **Retirees WA (Inc) – Funeral Fund - Application for revocation and substitution**

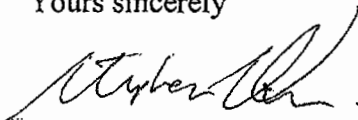
I refer to our recent telephone discussions and confirm that I act for Retirees WA (Inc) (RWA).

I now and now attach the application by RWA for the revocation of Authorisation No. A70012 granted by ACCC on 24 October 2001 and the substitution of a new authorisation for the period of 5 years from 24 October 2006, relating to contracts entered into with funeral directors in Western Australia.

You will note that RWA has requested the issue of an interim determination to cover the period until issue of a determination by ACCC.

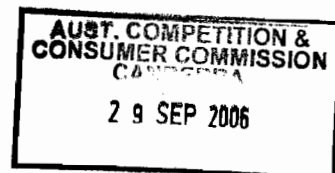
If you have any queries in relation to the application or any part of the application requires clarification or elaboration, please call me.

Yours sincerely



Stephen Skinner  
Partner

cc Sue Hiddlestone  
Margaret Thomas  
Retirees WA (Inc)  
Suite 2, 915 Albany Highway  
East Victoria Park WA 6101



A member firm of ALFA INTERNATIONAL™  
120 Member Firms Worldwide

Level 8, Westfarmers House  
40 The Esplanade, Perth WA 6000  
Postal Address: GPO Box 2569 Perth WA 6001  
Telephone: (08) 9420 7100 Facsimile: (08) 9420 7101  
Email: talbots@talbotolivier.com.au  
www.talbotolivier.com.au

COPY



**Retirees WA Inc**

*The key to your retirement options*

**Application by Retirees WA (Inc) to the ACCC for the revocation of Authorisation No. A70012 granted by ACCC on 24 October 2001 and the substitution of a new authorisation for the period of 5 years from 24 October 2006**

**Prepared by Talbot Olivier**

Level 8, Wesfarmers House

40 The Esplanade

Perth WA 6000

Tel: (08) 9420 7100

Fax: (08) 9420 7101

Ref: SPS:24966

## Table of contents

Clause	Page
1. Introduction	2
2. Funeral Fund Scheme	8
3. Application of the statutory test	14
4. The market	15
5. Previous authorisation decisions	19
6. Public benefit	23
7. Balance of public benefit and public detriment	29
8. Application for interim authorisation	32
9. Conclusion	33
Annexure A	
Annexure B	
Annexure C	
Annexure D	
Annexure E	
Annexure F	
Annexure G	

## 1. Introduction

---

- 1.1 This submission is made by Retirees WA (Inc) (previously called The Australian Pensioners' League of Western Australia (Inc)) (**RWA**) in support of its application under section 88(1) of the *Trade Practices Act, 1974* (Cth)(**TPA**) to make and give effect to certain contracts each of which is or may be a contract, arrangement or understanding, a provision of which would have the purpose, or would or might have the effect, of substantially lessening competition, within the meaning of section 45 of the TPA.
- 1.2 This application is made to revoke Authorisation No. A70012 of the Australian Competition & Consumer Commission (**ACCC**) dated 24 January 2001 and substitute a new authorisation in respect of the same matter for the period 25 October 2006 to 24 October 2011 (**Renewal Period**). Authorisation No. A70012 (**2001 Determination**) was granted for the period from and including 24 October 2001 up to and including 23 October 2006 (**First Authorisation Period**).
- 1.3 RWA is an association incorporated pursuant to the *Associations Incorporation Act, 1987* (WA) and has been operating in Western Australia since 1931. On 2 January 2002, RWA changed its name from "The Australian Pensioners' League of Western Australia (Inc)" to "Retirees WA (Inc)" and adopted a new constitution on 14 June 2004. RWA is a registered charitable organisation whose purpose and function is to benefit the elderly. RWA is an organisation through which pensioners' issues (both individually and as a collective) can be canvassed, and, wherever necessary, action taken so as to improve the personal, social and economic conditions of the elderly in Western Australia.
- 1.4 RWA, as part of its operations, conducts a Funeral Fund (**Funeral Fund**) whereby members of RWA are able to pre-pay funerals that are provided, as a consequence of agreements between RWA and funeral directors throughout Western Australia, at a substantially reduced cost to the market price.
- 1.5 The contracts for which RWA seeks an authorisation for under section 88(1) of the TPA are as follows:

- (a) funeral agreements (each a **WAFDA Funeral Agreement**) entered into between RWA and members of the Western Australian Funeral Directors' Association (Incorporated) (**WAFDA Members**); and
- (b) funeral agreements (each an **IFD Funeral Agreement**) between RWA and non-WAFDA funeral directors (**Independent Funeral Directors**).

WAFDA Funeral Agreements have been entered into during the First Authorisation Period. The more recent agreements entered into are as follows:

<b>Date of WAFDA Agreement</b>	<b>Period of agreement</b>
26 March 2003	1 March 2003 up to any including 29 February 2004
Not dated	1 March 2004 up to and including 28 February 2005
26 September 2006	1 March 2006 up to and including 23 October 2006 (or, subject to this application being successful, 28 February 2007)

Each of the agreement referred to in the above table provides for the provision of funeral directors' services (as defined in the contract) in consideration of a fixed sum payable by the Funeral Fund on behalf of the member who has contributed to the Funeral Fund and for whom the funeral director service have been provided. A copy of the current agreement for the period from and including 1 March 2006 up to and including 28 February 2007 (subject to ACCC approval) is set out in annexure A.

The agreements referred to in paragraph (b) above, as provided in section 88(13) of the TPA, are in similar terms to the contract referred to in paragraph (a) above. Each contract between RWA and an Independent Funeral Director provides for the supply of funeral directors' services in consideration of a fixed sum payable from the Funeral Fund on behalf of the member who has contributed to the Funeral Fund for and for whom the funeral services have been provided. The following contracts have recently been entered with Independent Funeral Directors:

<b>Date of Independent Funeral Agreement</b>	<b>Period of agreement</b>	<b>Parties to agreement</b>
28 February 2005	1 March 2005 to 28 February 2006	Archer & Sons Funeral Homes
1 March 2005	1 March 2005 to 28 February 2006	P & L Hogan Funeral Directors and RWA.
5 March 2005	1 March 2005 to 28 February 2006	John Hetherington & Mary Hetherington
3 March 2005	1 March 2005 to 28 February 2006	Albany Funeral Directors Pty Ltd
23 March 2006	1 March 2006 to 28 February 2007	P & L Hogan Funeral Directors and RWA.
23 March 2006	1 March 2006 to 28 February 2007	Archer & Sons Funeral Homes - Manjimup
26 March 2006	1 March 2006 to 28 February 2007	John Hetherington & Mary Hetherington
18 April 2006	1 March 2005 to 28 February 2006	Albany Funeral Directors Pty Ltd
7 April 2006	1 March 2005 to 28 February 2006	Archer & Sons Funeral Homes - Bridgetown

Each agreement entered into with an Independent Funeral Director is described in this application as an **IFDA Funeral Agreement**. A copy of the current agreement for the period from and including 1 March 2006 up to and including 28 February 2007 (subject to ACCC approval) is set out in annexure **B**.

The arrangements between RWA and WAFDA and between RWA and Independent Funeral Directors are defined in this submission as the **Funeral Fund Scheme**.

- 1.6 The authorisation sought by RWA in paragraph 1 above is applied for the Renewal Period. Further, pending determination of the application, RWA seeks interim authorisation of the WAFDA Funeral Agreements and IFD Funeral Agreements entered into during the period from and including 24 October 2006 up to and including the date of determination of this application by ACCC (**Nominated Interim Period**).

- 1.7 Attached as annexure C is the proposed WAFDA Funeral Agreement for the period from and including 1 March 2007 up to and including 28 February 2008. This agreement is marked up with the changes that WAFDA has requested be made to the WAFDA Funeral Agreement that is in force for the period 1 March 2006 up to and including 23 October 2006 (or, subject to this application being successful, 28 February 2007). This agreement is subject under negotiation with WAFDA. It is noted that WAFDA have requested some changes that would weaken what has previously been agreed constitutes the components of a “standard funeral”. RWA has not accepted some of the changes proposed by WAFDA.
- 1.8 Although RWA is of the view that the WAFDA Funeral Agreements and the IFD Funeral Agreements (together **Nominated Funeral Agreements**) comply with the TPA, RWA recognises that there might be a possibility that some of the provisions relating to the pricing of the supply of funerals might be regarded as amounting to a contract, arrangement or understanding in relation to the fixing of prices within the terms of section 45A of the TPA and consequently amount to a breach of section 45(2) of the TPA.
- 1.9 Although RWA is not in competition with the other parties to the Nominated Funeral Agreements the funeral directors the subject of those agreements are in competition and RWA does not wish to be accessorially liable within the terms of section 75B of the TPA with respect to any price fixing or otherwise involved in a contravention of section 45(2) of the TPA. Therefore, out of an abundance of caution, RWA wishes to apply for authorisation of the conduct concerned on the basis that the fixing of prices in the relevant contracts provides public benefit that outweighs any anti-competitive effect of the conduct for the reasons set out in detail in the body of this submission.

### **The operations of RWA**

- 1.10 RWA presently has in excess of 8,438 members, and operates 31 branches throughout suburban and rural Western Australia. Over 1,000 of these members are actively involved in the activities of the association.
- 1.11 The functions performed by RWA, for the benefit of the elderly, include:

- (a) administering a reduced price Funeral Fund;
- (b) assisting, and protecting, the interests of all seniors;
- (c) providing residential care for the elderly by provision of a hostel, which hostel is owned and operated by RWA;
- (d) managing and operating several retirement villages under the terms of a joint venture agreement with the Department of Housing and Works in Western Australia, which are subject to the Retirement Villages Act, 1992 (WA) (**Retirement Villages Act**);
- (e) providing rental accommodation for pensioners in Western Australia;
- (f) owning and operating other retirement villages which are subject to the Retirement Villages Act;
- (g) providing a competitive insurance scheme specifically designed for pensioners which includes provision for Seniors Personal Accident Insurance Cover;
- (h) providing meeting facilities for members of the association;
- (i) providing a weekly podiatry clinic for the elderly, including provision of regular sessions for diabetic podiatry patients;
- (j) providing discounts to pensioners by means of the “over 50s” member reward scheme;
- (k) providing access to legal services for pensioners; and
- (l) acting in an advisory capacity on most seniors’ issues, including involvement in legislating for reforms or amendments which are relevant to seniors.

1.12 Some of the benefits which RWA has achieved for the elderly, through its direct involvement and contribution, have included:

- (a) the implementation of the Western Australian Seniors Card, a card possession of which entitles seniors to many commercial benefits and discounts;



- (b) the implementation of subsidised rental accommodation;
- (c) the implementation of a \$50 spectacle subsidy for members;
- (d) the implementation of concessional travel for pensioners, including a free rail and bus trip each year; and
- (e) the introduction of free public transport on Sundays and public holidays for pensioners.

### **The operations of the WAFDA**

#### 1.13 The WAFDA:

- (a) has 6 Perth metropolitan members (who operate 35 separate businesses throughout Perth and its suburbs);
- (b) has 4 country members (who operate 9 separate businesses throughout country Western Australia).

1.14 The WAFDA represents the largest providers of funeral services in Western Australia. RWA estimates, based on information provided to it by the WAFDA, that members of the WAFDA supply in excess of 80% of funeral director services in Western Australia. The Australian Bureau of Statistics records indicate that there were 11,293 deaths in Western Australia in calendar year 2005. An officer from WAFDA was only able to supply information on its reporting period ending 30 March each year. During the period ending 30 March 2006, WAFDA Members conducted 9,124 funerals. While the reporting periods are not the same, as the number of deaths per year changes slowly over time, we estimate that the market share of WAFDA Members was approximately 80% of the total in 2005. Many members of the WAFDA who are based in the Perth metropolitan area have branches in other parts of Western Australia.

1.15 The WAFDA rules require that new members have been engaged in conducting a funeral director business for at least 5 years and to have a certain level of investment in, for example, hearses and premises. There is no entry fee to the WAFDA.

- 1.16 WAFDA Members are also members of the WA Division of the Australian Funeral Directors Association.

### **Independent Funeral Directors**

- 1.17 There are numerous Independent Funeral Directors in Western Australia, located in the Perth metropolitan area and throughout Western Australia. It is difficult for RWA to estimate exactly how many Independent Funeral Directors conduct business in Western Australia. However, the number of Independent Funeral Directors is growing. Many of these funeral directors conduct their businesses using more than one business name and many operations are small using the funeral service facilities of other directors or facilities available at hospitals.
- 1.18 Although Independent Funeral Directors generally conduct businesses that are smaller than those conducted by members of the WAFDA, RWA estimates that, in total, Independent Funeral Directors perform approximately 20% of funerals in Western Australia.

## **2. Funeral Fund Scheme**

---

- 2.1 The Funeral Fund is a funeral pre-payment scheme available to aged, invalid and widowed pensioners, as well as superannuants, provided for the purpose of allowing the elderly the benefit of prior planning of a dignified and decorous burial or cremation, at a substantially reduced cost saving to the Funeral Fund member. Members of the Funeral Fund must be members of RWA, all of whom must be over the age of 55 years.
- 2.2 The Funeral Fund is administered by RWA, and the level of prices and the extent of services are agreed between RWA, as trustee for the fund, and either the WAFDA or the individual Independent Funeral Directors concerned. The funeral director engaged by the executor or next-of-kin of the member of the Funeral Fund is responsible for the specific features and details of the funeral concerned and this is a matter that is discussed between the executor or next-of-kin and the relevant funeral director.

- 2.3 RWA acts as the trustee of the Funeral Fund. Each year its accounts are audited, with the accounts for the financial year ending 30 June 2006 being audited by Carlton and Partners.
- 2.4 Each RWA member wishing to enter the scheme is required to enter into a document entitled "Funeral Fund Contract" (**Funeral Fund Contract**). Details of the scheme are set out in the Funeral Fund Contract and a document described as "The Funeral Fund Scheme Rules 2006" (**Funeral Fund Scheme Document**). A copy of the current Funeral Fund Contract (together with a document answering frequently asked questions) is attached as annexure **D** and the current Funeral Fund Scheme Document is attached as annexure **E**.
- 2.5 Details of the Funeral Fund insofar as it relates to services provided by the WAFDA (including an identification of members of the WAFDA) for the period from and including 1 March 2006 up to and including 28 February 2007 (subject to ACCC approval) (**Nominated Period**) are set out in a document entitled Western Australian Funeral Directors' Scheme – Western Australian Funeral Directors Association which is attached as annexure **F (WAFDA Scheme Document)**. Details of the Funeral Fund insofar as it relates to services provided by Independent Funeral Directors for the Nominated Period are set out in a document entitled I F D Funeral Fund Scheme – Western Australian Funeral Directors Association which is attached as annexure **G (IFD Scheme Document)**.
- 2.6 As at 19 September 2006, the Funeral Fund had 4,868 members in Western Australia. As at 30 June 2006, the amount held in the Funeral Fund was \$10,250,068. The number of members who have joined the Funeral Fund from and including 2001 are as follows:

<b>Calendar year</b>	<b>No. of new members</b>
2001	493
2002	393
2003	260

---

2004	216
2005	137

2.7 The Funeral Fund provides members with a reduced funeral price. The price is reviewed annually by the WAFDA and by funeral directors who are not members of the WAFDA. The fee is described in the WAFDA Scheme Document as the “WAFDA Member Professional Service Fee”. For the current year, payment of this fee entitles members of the Funeral Fund with the following funeral benefits:

- (a) a private vehicle for removal of the deceased member from the place of death to the funeral director’s parlour within normal working hours;
  - (b) preparation of the deceased member for burial or cremation;
  - (c) provision of a coffin of good material mounted with 4 handles and a name plate and internally trimmed with basic drapery;
  - (d) use of the funeral director’s chapel for “viewing” of the deceased;
  - (e) use of the funeral director’s chapel for a funeral service;
  - (f) provision of a hearse to carry the deceased’s members remains to the cemetery;
  - (g) provision of a sedan mourning coach to convey 4 mourners to the cemetery and return them to the parlour after the funeral; and
  - (h) procurement of the death certificate (but not the cost of the certificate),
- (together **Listed Services**).

The services provided under the WAFDA Scheme Document may vary slightly from year to year. The coverage of the Western Australian Funeral Directors’ Scheme for the Nominated Period varies somewhat from what has described in the application made to ACCC in 2001. However, each member is entitled to the services that were listed in the WAFDA Funeral Agreement originally entered into by that member.

- 2.8 The Funeral Fund Contract provides for prepayment of the funeral director's service fee in a fixed sum. The fee for funerals provided by WAFDA Members from 1 March 2006 to 28 February 2007 is \$2,288 (inclusive of GST), plus a one-off \$55 administration fee (also GST inclusive) and certain extra optional costs referred to in the WAFDA Scheme Document. The fee for funerals provided by Independent Funeral Directors from March 2006 to 28 February 2007 is \$1,677.50 (inclusive of GST) plus a one-off \$55 administration fee (also GST inclusive) and certain extra optional costs referred to in the IFD Scheme Document. It should be noted that certain specified extra costs apply for country funerals. The fee payable by members under the WAFDA Scheme Document and the IFD Scheme Document is described herein as the **Service Fee**.
- 2.9 The stipulated fee can be paid by members to the Funeral Fund either as a lump sum or, more often, for the benefit of those members unable to make such a payment, by instalments. With respect to instalment payments, other than a minimum deposit of \$20 (together with the \$55 administration fee), there are no restrictions set as to payment amounts or term. In RWA's submission, this represents a significant benefit to pensioners over, for example, other pre-pay funeral offers which generally require full payment at the outset, or within a very short time period.
- 2.10 The Service Fee is subject to annual review by WAFDA or the Independent Funeral Director concerned. Any increase in the Service Fee is based on the movement in the Consumer Price Index and in specific costs associated solely with the funeral industry. Any annual increase in the Service Fee is payable by the member to RWA for deposit in the Funeral Fund. However, the Finance and Administration Committee of RWA may from time to time (at its sole discretion) apply pay part or all of the income of the Funeral Fund to members of the Funeral Fund as a bonus to offset or partly offset any annual increase in the Service Fee payable to the WAFDA or Independent Funeral Director concerned.

- 2.11 Any costs for services not listed in the WAFDA Scheme Document or IFD Scheme Document (as applicable) are negotiable as between the funeral director and the member's next of-kin. Such costs do not attract any concessional rate.
- 2.12 The criteria for membership of the Funeral Fund are set out in the Funeral Fund Scheme Document. The criteria are that the member must be:
- (a) over the age of 55 years;
  - (b) in receipt of an aged, invalid or widows pension; or
  - (c) if a superannuant, a person who has been receiving superannuation payments for at least a 12 month period and in full time employment.
- 2.13 Members entering into a Funeral Fund contract are advised by RWA to inform their next-of-kin of their membership of the Funeral Fund, and to advise the next-of-kin of the nature and existence of the documentation relating to that membership.
- 2.14 Pursuant to each Nominated Funeral Agreement, upon the death of a Funeral Fund member, then, if the next-of-kin retains a WAFDA Member or an Independent Funeral Director who has entered into Nominated Funeral Agreement with RWA, that director arranges the member's funeral. Thereafter the funeral director renders an account to RWA for the amount agreed by the WAFDA or, in the case of Independent Funeral Directors, the funeral director concerned, to be the fixed price of a funeral for the Funeral Fund members applicable at the time that the relevant funeral occurs.
- 2.15 RWA pays from the moneys in the Funeral Fund, such fee as the funeral director shall agree with the next-of-kin authorised to arrange the funeral, provided that the fee must not exceed the amount of the Service Fee at the date of the funeral.
- 2.16 There is a waiting period of 3 months before the applicant becomes eligible to receive the benefit under the Funeral Fund Contract. If death occurs during the waiting period, the deceased person's estate receives only the amount paid into the Funeral Fund less the administration fee. If death occurs after the 3 month waiting period, the deceased person's estate receives the benefit only if the Service Fee and all increases up to the date of the funeral have been paid in full.

However, if any unpaid contributions, being no more than 1 year overdue, are paid by the next-of-kin or by any other person, the full benefits are still paid by RWA to the funeral director concerned. RWA will then bill the estate or next-of-kin of the deceased's member the difference between the moneys held in the Funeral Fund and the cost of the funeral previously agreed between RWA and either the WAFDA Member or the Independent Funeral Director concerned.

- 2.17 The next-of-kin who is organising the funeral of a deceased member may also employ the funeral director to provide other services at the rates set out in the WAFDA Scheme Document (in the case of WAFDA Members) or quoted by the Independent Funeral Director of choice (in the case of Independent Funeral Directors). In this case, the funeral director who performs the relevant funeral sends an account for those extra services directly to the deceased person's estate or his or her next-of-kin.
- 2.18 The estate or next-of-kin of a deceased member of the Funeral Fund has complete freedom as to who they choose to perform the funeral. Although members of the Funeral Fund are entitled to indicate which funeral director they would prefer to use, the next-of-kin or estate is entitled to make the final decision as to exactly which funeral director is used.
- 2.19 The number of benefits paid out by the Funeral Fund to WAFDA Members and Independent Funeral Directors in the period 2001 to 2005 is as follows:

<b>Year</b>	<b>WAFDA Members</b>	<b>Independent Funeral Directors</b>	<b>Total</b>
2001	485	42	527
2002	571	29	600
2003	578	34	612
2004	445	30	475
2005	420	40	460

- 2.20 There is absolutely no requirement that the estate or next-of-kin of a deceased member of the Funeral Fund use either a funeral director who is a WAFDA Member or is an Independent Funeral Director who has entered into an agreement with RWA. The executor or next-of-kin is free to have a funeral director who has not agreed a fixed fee with RWA to perform the funeral. In such a case, RWA will forward to the funeral director concerned the amount of money held by the member in the Funeral Fund and the balance of any final charge rendered by the funeral director is paid by the executor or next-of-kin directly to that funeral director.
- 2.21 RWA does not encourage members, executors or next-of-kin to use any particular funeral director in preference to another, save that RWA provides details of which funeral directors have agreed to provide fixed price funerals to members of the Funeral Fund. Members and next-of-kin are advised of the existence of the WAFDA Funeral Agreement and each IFD Funeral Agreement that exists and a list is given of all of those funeral directors who are covered by each of the relevant agreements, listed in alphabetical order based upon the location of their businesses.
- 2.22 There is no differentiation in the manner of payment by RWA of the account of a WAFDA or an Independent Funeral Director who is the subject of the fixed price agreement with RWA.

### **3. Application of the statutory test**

---

- 3.1 We note that, pursuant to section 90(6) of the TPA, the ACCC must not make a determination granting an authorisation under section 88(1) unless it is satisfied in all the circumstances that:
- (a) the provisions of the proposed contract, arrangements or understanding have resulted, or are likely to result, in a benefit to the public; and
  - (b) that benefit outweighs or would outweigh the detriment to the public constituted by any lessening of competition that has resulted, or is likely to result, from giving effect to the arrangements.



- 3.2 We understand that in deciding whether or not to grant authorization, the ACCC will examine the anti-competitive aspects of the arrangements, the public benefits arising from the arrangements, and then weigh the two to determine which is the greater.
- 3.3 We also note that pursuant to paragraph 5.41 of the document entitled “Guide to authorization – Draft for comment” dated February 2006 (**Draft Guide to Authorisation**), the ACCC refers to a benchmark against which to assess public benefit and detriment claims, namely a comparison of the position which would or would be likely to exist in the future, on the one hand if authorization were to be granted, and on the other hand if it were absent.
- 3.4 In order to consider the issue of the extent of lessening of competition, it is necessary to understand the current market for funeral services in Western Australia. We begin with a consideration of the market.

#### **4. The market**

---

- 4.1 Given the geographic area of Western Australia, an analysis of what constitutes the market or markets for funeral services in Western Australia is a matter on which there is room for legitimate differences of opinion (see Deane J stated in *Queensland Wire Industries Pty Ltd -v- Broken Hill Pty Ltd* (1989) 167 CLR 177 at p. 196. With respect to the provision of funeral services, one could look at Western Australia as a whole or divide it into various regions or argue that the market is rather localized comprising a series of over lapping markets.

#### **Definition of “market”**

- 4.2 The Australian Competition Tribunal said of the concept of “market”<sup>44</sup> in *Re Media Council of Australia* (1996) ATPR 41-497:

*“For trade practices adjudication, the market is the network of actual and potential transactions between buyers and sellers of goods and services that are, or could be, in close competition ... The choice of market definitions, i.e. the specification of relevant markets in the particular case, must depend upon the issues for determination. For the Tribunal’s purposes it is the identification of a market or markets that best enables it to evaluate the likely effects of authorised*

*conduct ...”*

- 4.3 The Trade Practices Tribunal said of the concept of “market” in *Re Queensland Co-Op Milling Association Ltd and Defiance Holdings Ltd (1976)* ATPR 40 - 012 at p. 17,247:

*“We take the concept of the market to be basically a very simple idea. A market is the area of close competition between firms or, putting it a little differently, the field of rivalry between them ... Within the bounds of the market there is substitution - substitution between one product and another, and between one source of supply and another, in response to changing prices. So a market is the field of actual and potential transactions between buyers and sellers amongst whom there can be strong substitution, at least in the long run, if given a sufficient price incentive ... Whether such substitution is feasible or likely depends ultimately on customer attitudes, technology, distance, and cost and price incentives.”*

- 4.4 The relevant principles to apply in defining a particular market were set out by the Australian Competition Tribunal in *Re Tooth & Co Ltd; re Tooheys Ltd (1979)* ATPR 40-113. Those principles are as follows:

- (a) It is first necessary to identify the areas of close competition relevant to the matter under consideration.
- (b) The market should comprehend the maximum range of business activities and the widest geographic area within which, given a sufficient economic incentive, buyers can switch from one supply source to another and sellers from one production flow to another.
- (c) The long-range substitution possibilities are important rather than the short-term transitory ones.
- (d) At the extremities of the market there is such a break in substitution possibilities that firms within its boundaries would collectively possess substantial market power.
- (e) Within the bounds of the market substitution possibilities may be more or less intense and more or less immediate; the field of substitution is not

necessarily homogeneous but may contain within its submarkets such that their competitive relationship have a wider effect upon the function of the market as a whole.

- (f) The market is a multi-dimensional concept - with dimensions of product, functional level, space and time.

#### **The four dimensions of market**

4.5 We note in paragraph 5.51 of the Draft Guide to Authorisation, reference is made to the 4 dimensions of a market namely, product, geographic, functional and time.

4.6 In terms of the product comprising the basket of goods and services comprising “funeral services” we submit that the basket is fairly homogeneous, although the recent trend in Western Australia has been for companies to seek differentiation of their “basket” by employing only women to provide the services, by offering simplicity funerals and so on.

4.7 The following comment about geographic dimensions made by Von Kalinowski in *Anti-Trust Laws and Trade Regulations* (Matthew Bender, New York, 1981), Volume 3, para 18-96, was cited in *Australia Meat Holdings Pty Ltd v Trade Practices Commission* (1989) ATPR 40-932:

*“Any geographic market ... must be one that corresponds to the commercial realities of the industry and represents an economically significant trade area. Because the geographic market determination looks to actual trade patterns, it is not required that geographical boundaries be drawn with exactitude ... ”*

4.8 We note that paragraph 5.55 of the Draft Guide to Authorisation states that the delineation of the relevant functional market requires identification of the vertical stages of production and/or distribution which comprise the arena of competition and that the time dimension is concerned with the period over which substitution possibilities should be considered.

### **Application of the “market” concept to the funeral director services industry in Western Australia**

- 4.9 RWA is not a direct participant in the funeral director services industry in Western Australia and therefore does not have direct access to all information that would be necessary to make a definitive assessment of the nature of the market or markets for the provision of funeral director services in Western Australia. It is clear to RWA that it is a market which is, in the absence of major catastrophe and based on historical figures, quite predictable in terms of the number of deaths and therefore funerals per year.
- 4.10 RWA considers that, by application of the principles set out in the authorities cited above, the market encompassing all of Western Australia exists for the provision of funeral director services. This is particularly so given the fact that a number of funeral director businesses operate throughout most or all of Western Australia and presumably those businesses react on a state-wide basis to issues to competition between them. For example, it is assumed that changes in price or the delivery of funeral services by one large funeral director company would influence, on a state-wide basis, the provision of services by other large funeral directors who operate throughout the entire state or large portions of it. In the words of the Trade Practices Tribunal in *Re Queensland Co-Operative Milling Association Ltd* and *Defiance Holdings Ltd* (supra) at p. 17,247, the field of rivalry between those large groups of funeral directors is arguably throughout the state of Western Australia. However, it is also evident that many funeral directors do not operate throughout the state of Western Australia and are localised in the supply of their services. Arguably, the existence of those smaller operations illustrates the existence of a number of sub-markets made up of the Perth metropolitan area and the various country regions of Western Australia.
- 4.11 Whatever the correct analysis of the market, RWA submits that the proposed Nominated Funeral Agreements will not have a substantial effect upon competition in the relevant market, whether or not that market is defined as being the whole of Western Australia or, alternatively, localised regions in the state.

4.12 The evidence for this conclusion is clear. The records kept by the Bureau of Statistics show that the number of member funerals funded by RWA in the First Authorisation Period represents only a small percentage of the annual total.

Calendar year	No. of funerals funded by Funeral Fund	No. of deaths in WA	% of potential market funded	No. of deaths in WA of persons aged 55 or over	% of 55 or over market funded
2001	527	10,920	4.8%	9,198	5.7%
2002	600	11,216	5.3%	9,786	6.1%
2003	612	11,319	5.4%	9,777	6.2%
2004	475	11,153	4.2%	9,648	4.9%
2005	460	11,293	4.1%	Not yet available	

It is RWA's submission that is little adverse effect upon the market as a result of the operations of RWA's Funeral Fund and, consequently, no substantial effect upon competition, including no creation of any substantial barriers to entering the market. This issue is elaborated upon in section 6 of these submissions.

## 5. Previous authorisation decisions

### 1986 Application

5.1 In 1986, an application by the WAFDA for authorisation under section 88(1) of the TPA in respect to conduct which included an agreement for the provision of funeral services to RWA Funeral Fund was granted by the Trade Practices Commission (**Commission**). (*Re Western Australian Funeral Directors' Association* (1988) ATPR (Corn.) 50-129). In that case:

- (a) The Commission accepted that the arrangements the subject of that application provided a public benefit in that they would bring about a concessional funeral rate for a significant class of pensioners in Western Australia. The Commission was of the view that this public benefit would be outweighed by anti-competitive detriment arising from these

arrangements if funeral directors outside the arrangements were thereby precluded from offering their funeral services to members of RWA and another organisation the subject of the application.

- (b) The Commission noted that funeral operators who are not members of the WAFDA appeared to have been important in bringing about a degree of competition in price and other matters in funerals in Western Australia. However, the Commission found that the freedom of RWA members to choose a funeral director outside of the WAFDA was still maintained and was not infrequently made use of by members of the Funeral Fund. In broad terms, therefore, funeral directors who were not members of the WAFDA were still able to access this segment of the market and freedom of choice was accordingly preserved.
- (c) The Commission believed it appropriate for there to be adequate instructions given to employees of RWA that there was a policy that there was no intention to preclude any Independent Funeral Director. Employees could then advise next-of-kin who requested advice from RWA that a freedom of choice was maintained. Employees could still specify price details that had been negotiated with the WAFDA and advise that members should be wary about paying more except for additional services. Such instructions would remove all doubt that RWA, through its officers, was excluding WAFDA non-members.
- (d) Ultimately, the Commission granted authorisation until 31 March 1989 with respect to the arrangement between the WAFDA and RWA to provide a concessional rate for funeral services to RWA Funeral Fund.

### **1989 Application**

5.2 In 1989 the WAFDA lodged a fresh application for authorisation with respect to agreements to provide concessional rates for funeral services to members of RWA Funeral Fund and another organisation (*Re Western Australian Funeral Directors' Association* (1990) ATPR (Corn.) 50-095). In that determination, the Commission found that the relevant agreements under consideration raised the following competition questions:

- (a) Firstly, the Commission considered whether the agreements “shut out” Independent Funeral Directors or at least adversely affected these directors who would like to compete for the supply of funeral services to Funeral Fund members.
  - (b) Secondly, the Commission considered whether the agreements prevented competition between WAFDA Members - that is, might WAFDA Members otherwise offer better terms or prices to fund members?
- 5.3 The Commission found (at p 54,212) that the agreements did not “shut out” Independent Funeral Directors, adversely affect those members or prevent competition between WAFDA Members. The agreements only covered a portion (3% to 4%) of the relevant market, and the least lucrative portion of the market at that. Any potential anti-competitive effect had to be seen in that context. Exclusion of Independent Funeral Directors from the part of the market covered by these arrangements would not exclude them from operating as funeral directors. The Commission was of the opinion that any exclusion did not result in a significant competitive detriment. The Commission was satisfied that the arrangements the subject of the application would not exclude Independent Funeral Directors from that section of the market affected by the arrangement. In broad terms, freedom of choice was preserved. The Commission expressed the view (at p 54,213) that the effect on competition caused by the agreement was so slight that it would not be concerned and would not itself take any action as long as other funeral directors were not stopped from participating.
- 5.4 However, the Commission also found (at pp 54,212 - 54,213) that there was no significant public benefit resulting from the agreements. The Commission was of the view that any benefit to fund management resulting from it being easier to manage the fund since the funds would know in advance what premiums to collect from members did not amount to significant public benefit. The Commission appears to have been substantially motivated in concluding that there was no public benefit by a finding (at p 54,211) that it did not believe that the agreements brought about a concessional funeral rate for a significant class of pensioners in Western Australia. From the enquiries the Commission had

made into the industry the “concessional rate” did not appear to be a significant concession. To this extent, there seems to have been a major material difference between the factual findings with respect to public benefit made by the Commission in 1986 when it granted authorisation and in 1990 when it decided to dismiss the second application for authorisation. Whilst the Commission accepted that the agreements would bring about a concessional funeral rate when it considered the applications in 1986, it did not believe that any concession would be “significant” when the matter was considered in 1990.

### **2001 Application**

5.5 In 2001, RWA (then called the Australian Pensioners’ League of Western Australia (Inc)) lodged an application for authorisation of an agreement between RWA and WAFDA Members and a similar agreement between RWA and Independent Funeral Directors. These agreements are in similar form to the Funeral Fund Agreements the subject of this application. On 24 October 2001, the ACCC issued a determination concluding that, subject to the condition set out below, the arrangements:

- (a) are likely to result in a benefit to the public; and
- (b) that benefit would outweigh the detriment to the public constituted by any lessening of competition that would be likely to result from the arrangements.

The authorisation was granted for a period of 5 years from 24 October 2001 and was made subject to the condition that, when required by the ACCC, RWA furnish to the ACCC any contract executed by RWA and WAFDA, and any contract executed by RWA and those Independent Funeral Directors who are parties to the authorised arrangements, in relation to the Funeral Fund.

5.6 The reasons for the ACCC’s decision were as follows:

- (a) With respect to the effect on competition of the arrangements, while it was noted that the provision of the services to a segment of the market at a common fixed price has the potential to result in a lessening of competition, it was not considered that the arrangements would lead to



any significant anti-competitive effect. The ACCC noted that the core issue is to ensure that the price negotiated will remain significantly lower than that which may be arrived at through individual negotiation in a competitive market.

- (b) With respect to public benefit, the ACCC concluded that the arrangements would provide a public benefit by allowing its members to be provided with services that may be otherwise beyond their means.
- (c) With respect to its analysis of the balance of public benefit and public detriment, the ACCC considered by the arrangements would reduce price competition between WAFDA Members to that section of the market covered by the arrangements. However, the ACCC concluded that the anti-competitive detriment of the arrangements is limited, particularly given that funeral directors compete primarily on non-price factors and that the arrangements are likely to result in a lower end price to members of the Funeral Fund than would be negotiated in a competitive market.
- (d) The ACCC also accepted that there are public benefits arising from the arrangements in terms of the delivery of funeral services at a lower price and with administrative savings to RWA. The ACCC therefore concluded that the public benefits would be likely to outweigh the anti-competitive detriment (provided there is no re-negotiation of prices to arrive at pricing less favourable to members of the Funeral Fund).

## **6. Public benefit**

---

- 6.1 Section 90 of the TPA stipulates that the Commission shall not make a determination granting authorisation unless it is satisfied in all the circumstances that the provision of the proposed contract, arrangement or understanding for which authorisation is sought would result, or be likely to result, in a benefit to the public and that that benefit would outweigh the detriment to the public constituted by any lessening of competition.
- 6.2 RWA notes that in the Draft Guide to Authorisation, the ACCC qualitatively assesses authorisation applications, rather than attempting any quantitative

assessment, but that the benefit must be sufficiently definable. RWA notes that in *Re 7 - Eleven Stores Pty Ltd* (1994) ATPR 41 - 357, the Tribunal explained the meaning of the term as follows:

*“Public benefit has been, and is, given a wide ambit by the Tribunal as, in the language of QCMA ..., ‘anything of value to the community generally, any contribution to the aims pursued by society including as one of its principal elements (in the context of Trade Practices legislation) the achievement of the economic goals of efficiency and progress’. Plainly the assessment of efficiency and progress must be from the perspective of society as a whole: the best use of society’s resources. We bear in mind that (in the language of economics today) efficiency is a concept that is usually taken to encompass progress and that commonly efficiency is said to encompass allocative efficiency, production efficiency and dynamic efficiency.”*

- 6.3 In *Hospital Benefit Fund of WA v ACCC* (1997) ATPR 41 - 569, at p 43,905 His Honour Justice Carr considered whether benefits to employees of a company were public or private and said:

*“Whether a matter is to be regarded as a benefit to the public must surely be a question of degree. It involves assessments of the extent of the benefit and the relevant weight to be attached to it ... Given that there were 2,200 Amex employees throughout Australia who stood to benefit ... I do not think that as a matter of law, the [ACCC] erred in regarding that benefit as part of the likely benefit to the public to be derived from the conduct .... In other words, I do not consider that in making its assessment of likely public benefit, the Tribunal was obliged to ignore those benefits.”*

#### **Future with and without test**

- 6.4 RWA notes that as indicated in paragraph 5.41 of the Draft Guide to Authorisation, in identifying the relevant public benefit, ACCC considers that it is necessary to compare the position which would apply in the future if the proposed conduct was stopped with the position in the future if the conduct was allowed.

- 6.5 RWA understands that all of the circumstances relating to public benefit must be considered, including how the proposed arrangement is likely to operate in practice so as to give rise to public benefit. Consideration of the matter is not confined to some narrow or rigid examination of the documents lodged for authorisation. See *Re Media Council of Australia (No 2)* (1987) 88 FLR 1.
- 6.6 It is submitted by RWA that the proposed arrangements with the WAFDA and Independent Funeral Directors who are prepared to supply their services to the Funeral Fund at a fixed price will result in benefit to the public and that benefit outweighs any anti-competitive detriment flowing from the arrangements. When one considers and weighs the public benefit and detriment if authorisation is granted in comparison with the position if the authorisation is not granted, it is submitted that a considerable public benefit will be lost if authorisation is refused.
- 6.7 As set out in the analysis of the Funeral Fund Scheme contained in part 2 of this submission, the Funeral Fund provides fixed fee funeral benefits for persons over the age of 55 years who are in receipt of some form of aged, invalid or widow pension, or are superannuants who have been retired for at least a 12 month period.
- 6.8 In paragraph 8.30 of the 2001 Determination, the ACCC noted that the public benefits that flow from the Funeral Fund Scheme can be divided into 2 categories: first, those claims that relate generally to the operation of the Funeral Fund Scheme, and secondly, those relating directly to the conduct for which authorisation was sought in 2001 and is sought in this application (that is, the entering into of the Nominated Funeral Agreements). The public benefits that relate generally to the Funeral Fund Scheme include the following:
- (a) The Funeral Fund Scheme enables a significant number of under-privileged members of the Western Australian community (currently 4,868 members) to make pre-payment for a dignified and a decorous funeral, which funeral might otherwise be beyond their financial means.
  - (b) The agreement not only provides a genuine cost saving to the elderly, the Funeral Fund enables the payment of a member's funeral by instalments,

with a minimum deposit of \$75 with no minimum term or minimum payment amounts. RWA believes that this significant benefit in the manner in which the cost of the funeral is paid by Funeral Fund members is an advantage that RWA Funeral Fund has over other funeral funds offered by individual funeral director companies.

- (c) Elderly people, some of whom are adversely affected by physical and mental deterioration and illness, are often at a significant disadvantage when negotiating commercial agreements.
- (d) The Funeral Fund Scheme enables members to put in place funeral arrangements before death on attractive terms. This is of comfort to elderly people as it alleviates a burden that would otherwise be imposed on their next-of-kin.
- (e) The Funeral Fund Scheme provides members with a “standard funeral” at a significant cost saving to that which they would obtain without the Funeral Fund Scheme. RWA believes based upon information provided to it by the WAFDA that a saving of approximately \$1,000 to \$2,000 per funeral is passed on to members by virtue of the concessional rate charged by the WAFDA to Funeral Fund members for their funerals. The fee under the 2006/07 Funeral Fund Contract for the standard funeral provided by:
  - (i) WAFDA Members to RWA members, is \$2,288 (inclusive of GST); and
  - (ii) Independent Funeral Directors to RWA members, is \$2,030 (inclusive of GST),plus a one-off \$55 administration fee and certain stipulated optional extras.
- (f) The size and strength of RWA enables it to negotiate deals with respect to the cost and scope of funerals supplied by members of the WAFDA and other funeral directors that are as advantageous as possible. It is highly unlikely that the elderly individual members of the Funeral Fund

would be able to negotiate as advantageous agreements if left to their own devices.

- (g) The conducting of negotiations by RWA rather than by the individual members alleviates the stress and anxiety that would otherwise be suffered if those individuals had to negotiate by themselves.
- (h) The negotiation with WAFDA and some Independent Funeral Directors of a maximum fee for a standard funeral keeps general administration costs low in that RWA knows in advance what premiums to collect from members. RWA does not have the resources to negotiate individual contracts with WAFDA Members and all Independent Funeral Directors. By dealing with WAFDA, it is able obtain a low fixed price for its Funeral Fund members without needing to carry the administrative cost and burden of negotiating separate contracts with the large number of funeral directors who are WAFDA Members as well as all of the Independent Funeral Directors.
- (i) WAFDA Members are relieved of some administrative responsibility since RWA ensures that its members are eligible for the concessional rate in that, in the large majority of cases, they are bona fide financially disadvantaged persons and are paid up members of the Funeral Fund. It is submitted that the non-profit nature of RWA association and its charitable standing results in a net lowering of administrative costs than what would apply if WAFDA Members were responsible for these administrative tasks. This assists in bringing about cost savings for members of the Funeral Fund.
- (j) The next-of-kin of the members of the Funeral Fund are provided with significant financial benefit in that their deceased relatives who were members of the Funeral Fund are able to be provided with a dignified and decorous funeral without any cost burden falling upon the next-of-kin.
- (k) The community as a whole benefits in that a retirees' representative group has been able to negotiate on behalf of a valued but under-privileged section of the community a scheme whereby those persons are

able to have funerals which might otherwise be beyond their financial means. It is submitted that this benefit to a needy group in the community is one that is in accord with an aim pursued by the community as a whole, namely the provision of protection and support to elderly retirees. The benefit therefore operates to the advantage of the community as a whole.

- 6.9 In paragraph 5.3 of the 2001 Determination, the ACCC noted that a number of the public benefit claims set out in the 2001 Application related to the Funeral Fund and that the focus of ACCC is on the potentially anti-competitive arrangements between WAFDA Members by which they collectively agree on a common fixed price.
- 6.10 The following public benefits relate directly to the conduct for which approval is being sought, namely:
- (a) The principal public benefit is that there is a considerable cost saving for RWA members who enter into a Funeral Fund Contract. It is stressed that RWA believes, based on information provided to it by the WAFDA, that the concessional rate now charged by funeral directors to members of the Funeral Fund is approximately \$1,000 to \$2,000 cheaper than the usual cost of an equivalent standard funeral.
  - (b) RWA does not have the resources to negotiate directly with every WAFDA Member and Independent Funeral Director. At present, the WAFDA has 6 members who operate 13 businesses. If RWA was forced to negotiate separate contracts, it is unlikely that the Funeral Fund would be able to continue. Accordingly, the negotiation of a fixed price arrangement benefits members of the Funeral Fund Scheme.
  - (c) If individual negotiation with WAFDA and Independent Funeral Directors was required, any failure to negotiate an agreement with large funeral directors or unwillingness for a funeral director to negotiate, would severely detract from the attractiveness of the Funeral Fund Scheme.

- (d) Unless there is a fixed price negotiated with WAFDA, RWA would be unable to offer a fixed price for a standard funeral to its members. It is submitted that without a fixed price system, it is unlikely that members would be enter into the Funeral Fund Scheme.
- (e) With a fixed price system, there is also a public benefit in terms of a reduced administrative cost to the Funeral Fund. RWA knows under the fixed price system how much it needs to collect from members for a standard funeral. Any increase in the standard fee is covered by way of the annual increase payable by members of the Funeral Fund (less any bonus paid by the Funeral Fund).
- (f) From an administrative point of view, the fixed price arrangement also has some benefit for funeral directors in terms of the price they can offer for a standard funeral. Generally, WAFDA Members and some Independent Funeral Directors are willing to provide a discount to financially disadvantaged persons. By dealing with RWA, there is an administrative saving for funeral directors in accessing financially disadvantaged persons.
- (g) Finally, if the fixed price system ceases, there would be a loss of the public benefits set out in paragraph 6.08 above. Without agreement on a set fee, any agreement by competing funeral directors to provide a minimum standard funeral service would become largely meaningless, The attractiveness of the Funeral Fund to members and the ability of RWA to manage the Funeral Fund would be so detrimentally affected that it is unlikely that the Funeral Fund would be able to continue.

## **7. Balance of public benefit and public detriment**

---

- 7.1 RWA submits that the public benefit that flows from the provision of the fixed rate system in accordance with Funeral Fund Agreements provide a public benefit that outweighs any anti-competitive effect caused by the agreements.

- 7.2 RWA submits that the findings by ACCC in 2001 regarding any anti-competitive effect when considering the applications for authorisation by the WAFDA still apply.
- 7.3 In paragraph 8.22 of the 2001 Determination, the ACCC noted that the fee which results from the negotiation between RWA and the WAFDA remains the core element of concern, particularly the issue of ensuring that arrangements are in place to ensure that the price remains significantly lower than that which may be arrived at through individual negotiation in the market. The practice of RWA is to negotiate with WAFDA and with Independent Funeral Directors each year a price for the Nominated Funeral Agreement to apply for the following year, which in effect, amounts to negotiating the amount of the annual increase in the fee for a standard funeral. RWA does its own research to determine the pricing for a standard funeral to ensure that the pricing offered by WAFDA and Independent Funeral Directors constitutes a significant discount on the market price. It conducts this research and enquiring of funeral directors the fee they would charge for the provision of a standard funeral. RWA understands that the ACCC would be concerned that following the authorisation of the fixed price arrangement, funeral directors were to exploit the pricing arrangement to a level that is less favourable to members of the Funeral Fund than would be the case if each individual funeral director determined its own price. The 2001 Determination was made on condition that, when required by the ACCC, RWA furnish to ACCC any contract entered into by RWA with WAFDA and Independent Funeral Directors who are the subject of the authorisation. The RWA is happy for this condition to continue and for ACCC to continue its review of the pricing structure. Indeed, RWA has the common interest with ACCC in ensuring that there continues to be a significant differential between the market price of a standard funeral and that available by way of the Nominated Funeral Agreements.
- 7.4 The Nominated Funeral Agreements do not preclude WAFDA and Independent Funeral Directors from competing for the supply of funeral services to members of the Funeral Fund and the Funeral Fund Scheme does not interfere in that competitive process.



- 7.5 Funeral directors that are participants in the Funeral Fund Scheme may also negotiate or charge lower fees for any aspect of the funeral to any RWA member should they wish to do so. This is confirmed in clause 16(a) of each Nominated Funeral Agreement.
- 7.6 RWA maintains its previous policy of ensuring that members and next-of-kin are not encouraged to use or not use any particular funeral director, whether or not that funeral director is a member of the WAFDA, save for the fact that the concessional rates charged under the Funeral Fund Scheme with WAFDA Members and Independent Funeral Directors who have agreements with RWA are identified. As Independent Funeral Directors are offered the opportunity to enter into a Nominated Funeral Agreement with RWA, Independent Funeral Directors have the opportunity to compete with WAFDA Members for the business of Funeral Fund members. As indicated in part 2 of this submission, several Independent Funeral Directors have availed themselves of this opportunity.
- 7.7 It should also be noted that the next-of-kin of the Funeral Fund member are entitled to choose whichever funeral director they wish to perform the funeral of the Funeral Fund member concerned. As set out in part 2 of this submission, a designated procedure exists to pay funeral fees to funeral directors from the Funeral Fund even if the funeral director used has not entered into any fixed concessional rate with RWA.
- 7.8 Indeed, the right of members of the Funeral Fund and their personal representatives to choose Independent Funeral Directors and the fact that RWA will not take any steps or engage in any conduct that might limit the ability of members and their personal representatives to choose the funeral director they see fit or to negotiate fees and charges is specifically provided for in clause 16(b) of the WAFDA Funeral Agreement.
- 7.9 RWA also submits that the finding by the Commission in 2001 that the agreements do not prevent competition between WAFDA Members in that WAFDA Members would not otherwise offer better terms or prices to fund members is a finding of fact that still applies, RWA believes that the cost of

funeral services it has negotiated with funeral directors is as low as is possible in the circumstances and this belief is supported by the fact that membership of the Funeral Fund exceeds 4,868 persons with total fund holdings held in trust being \$10,250,068 as at 30 June 2006.

- 7.10 Funeral fund members have a freedom of choice, both as to the selection of a funeral director and, indeed, as to whether or not they remain in the Funeral Fund. Persons are entitled to leave the Funeral Fund and receive a reimbursement of all contributions that they have made to the fund, excluding allowed bonuses.
- 7.11 In considering the future with-and-without test in this case, it is submitted by RWA that any cessation of the system of having set concessional funeral fees charged by competing funeral directors would result in a loss of the public benefit identified in part 6 of this submission that flows from that system. Without the agreeing of a set fee, any agreement by competing funeral directors to provide a minimum stipulated funeral service would become largely meaningless. The attractiveness of the Funeral Fund to members and the ability of RWA to manage the Funeral Fund would be so detrimentally effected that it is highly likely that the Funeral Fund would not be able to continue. The significant public benefit that has been identified would subsequently be lost.

## **8. Application for interim authorisation**

---

- 8.1 It is submitted by RWA that it is appropriate in this case for interim authorisation to be provided.
- 8.2 As it takes time to process this application for authorisation and because elderly people are regularly joining RWA and wanting to enter into Funeral Fund Contracts, it is submitted that it is appropriate that the status quo continue until the ACCC has had the opportunity to properly consider this application. The granting of an interim authorisation would enable RWA to continue to enter into Funeral Fund Contracts. Existing members of the Funeral Fund may be concerned if an interim authorisation is not granted. This may lead to some anxiety for members of the Funeral Fund who may be concerned as to the continuance of the Funeral Fund Scheme.

- 8.3 It is reiterated that RWA believes that it is likely that Funeral Fund will be unable to continue if the system of having agreements with the WAFDA and Independent Funeral Directors of having fixed price funerals at a concessional rate is ended. As is evident by the fact that similar arrangements have been the subject of applications for authorisation by the WAFDA in 1986, 1990 and 2001, the agreement with the WAFDA whereby a fixed concessional rate funeral fee is agreed with RWA is a long-standing arrangement.
- 8.4 RWA notes that if any breach of the TPA exists in this case by virtue of there being price fixing, RWA is not a principal offender in that it is not a funeral director and is not in competition with any of the other relevant parties. The unusual situation exists in this case where RWA is making application for authorisation, rather than the principal parties to any price fixing agreement. This is due to the fact that it is RWA and the members of its Funeral Fund that stand to be severely detrimentally affected if the process of having fixed concessional rate funerals was ended.
- 8.5 It is submitted that in cases such as this where the existing position has been in place for a considerable period of time and produces the significant public benefit that has been identified in section 5 of these submissions, it is appropriate for interim authorisation to be granted pending the final determination by the ACCC of this application for authorisation.

## **9. Conclusion**

---

- 9.1 For the reasons set out in this submission, RWA submits that authorisation of the proposed agreements between RWA and the WAFDA and between RWA and certain Independent Funeral Directors to provide a concessional rate for funeral services is warranted. In particular any anti-competitive effect of these agreements is outweighed considerably by the resulting public benefit.
- 9.2 If the ACCC wish to discuss any of the provisions of the agreements the subject of this application for authorisation or should the ACCC require any further information, the ACCC is invited to contact Stephen Skinner of Talbot Olivier, RWA's legal advisers.

**Annexure A**

Nominated Funeral Agreement with WAFDA for the period from and including 1 March 2006 up to and including 28 February 2007 (subject to ACCC approval).

# **FUNERAL AGREEMENT**

**BETWEEN THE**

**WESTERN AUSTRALIAN  
FUNERAL DIRECTORS  
ASSOCIATION  
(INCORPORATED)**

**ON BEHALF OF ITS MEMBERS**

**AND**

**RETIREES WA (INC.)  
FUNERAL FUND**

**2006/2007 YEAR**

**(COMMENCING 1st MARCH 2006)**

-1-

## **This Funeral Agreement**

is made on the 26 day of September 2006 between the following parties:

1. **Western Australian Funeral Directors Association (Incorporated)**  
43 Colombo Street, East Perth, Western Australia  
("WAFDA")
2. **Retirees WA (Inc) Funeral Fund**  
of 159 Adelaide Terrace, Perth, Western Australia  
("RWA")

### **Recitals**

- A. **Retirees WA (Inc)** is desirous of making arrangements for the conduct of funerals for such of its members who are at the time of their respective deaths belonging to the Funeral Fund conducted by RWA ("**Fund Members**").
- B. The members of WAFDA have severally agreed to conduct such funerals on the terms and conditions hereinafter set out.
- C. WAFDA, in accordance with clauses 5 and 9 of its Rules enters into this agreement on behalf of its members from time to time ("**the Contractors**").

### **The parties agree**

In consideration of, amongst other things, the mutual promises contained in this agreement

1. (a) WAFDA agrees (for and on behalf of each Contractor) with RWA (for and on behalf of Fund Members) that on reasonable notice being given to one of the Contractors and subject to this agreement the Contractor will provide a funeral to leave the Contractor's chapel for any Fund Member who dies during the term of this agreement or any extension thereof and to whose funeral this agreement applies as hereinafter provided.
- (b) Funerals will not be carried out on Saturday, Sundays and Public Holiday except by negotiation with the Contractor.
- (c) Funerals will be confined to local public cemeteries except by negotiation with the Contractor.
2. (a) The Contractor shall supply a hearse for the proper conveyance of the Fund Member's remains to the cemetery and one mourning coach to accommodate 4 passengers for the conveyance of the mourners from the funeral parlour to the cemetery and return to the parlour after the funeral
- (b) The Contractor shall supply a standard size coffin of good material mounted with 4 handles and a nameplate, and internally trimmed with basic drapery. For an oversized coffin there will be an additional fee as specified in Item 13 of the Schedule.
- (c) The Contractor shall procuration a Death Certificate but the personal representative of the Fund Member shall meet the cost of the Certificate.

-2-

3. RWA shall pay to the Contractor for each such funeral (whether a burial or cremation) during the period of operation of this agreement specified in item 1 of the Schedule ("the "Period") such fee as the Contractor shall agree with the person authorised to arrange the funeral, provided that in no event will the Contractor charge a fee greater than the maximum fee specified in item 2 of the Schedule. Such fees shall not include nor cover the Minister's offering for the funeral service nor cemetery charges nor the cost of obtaining the permit to cremate nor the cost of the disposal of the ashes nor the cost of press notices and floral tributes, or any other disbursement requested by the person authorised to arrange the funeral. The said charges shall be payable by the personal representatives of the deceased Fund Member to the Contractor.
4. (a) In all cases the Contractor shall in addition to the charges referred to in Clause 3, be entitled to receive the following further and additional charges if the services to which such charges relate are requested in writing by the personal representatives or the person arranging the funeral of the Fund Member, such charges to be agreed with and paid by the person making the request, but in no event shall such charges be more than as follows:
- (i) an amount equal to the total of the fees (if any) paid by the Contractor in respect of a private grave, the removal and replacements or provision of a head stone or other monumental works, the disposal or preservation of ashes or the provision of cremation memorials.
  - (ii) where the funeral is to leave from some place other than the Contractor's funeral parlour, for the increase in kilometres travelled over and above the kilometres from the Contractor's funeral parlour to the cemetery, at the rate not more than the amount specified in item 3 of the Schedule.
  - (iii) where the funeral service is to be held at a church in lieu of the Contractor's chapel, an amount not more than the amount specified in item 4 of the Schedule.
  - (iv) where any extra mourning coaches are required an extra fee of not more than the amount specified in item 5 of the Schedule.
  - (v) where the remains of the Fund Member are required to be removed from the place of death outside the Contractor's normal working hours a fee of not more than the amount specified in item 6 of the Schedule.
  - (vi) where a funeral is arranged outside the Contractor's normal working hours a fee of not more than the amount specified in item 7 of the Schedule.
  - (vii) use of chapel outside of normal working hours a fee of not more than the amount specified in item 8 of the Schedule.
  - (viii) for funerals held in conjunction with another funeral director, a fee of not more than the amount specified in item 9 of the Schedule.
  - (ix) for choice of a superior coffin an allowance of not more than the amount specified in item 10 of the Schedule.
- (b) This agreement will not be invalidated by the written request of the representative of the Fund Member for the supply of services or goods other than those stipulated in this agreement PROVIDED HOWEVER that payment for such additional expenses (if any) are to be the responsibility of the person making the request. Such written request to be obtained by the Contractor.

-3-

5. RWA shall not be liable to pay any fee under clause 3 of this agreement unless a duly authorised officer of the RWA has confirmed that the deceased was a Fund Member at the time of death and has authorised the Contractor to provide services in accordance with this agreement.
6. RWA shall before authorising the Contractor to provide services procure the authorisation of the funeral and the conduct thereof by a relative of the Fund Member or other person entitled to do so who shall be the person liable to pay the additional charges referred to in this agreement.
7. In any case where by operation of the law the estate of the Fund Member is entitled to recover the amount of funeral expenses from some other person or persons the Contractor may at its option make such charges in lieu of those under this agreement as may properly and usually be made for the conduct of the funeral of a person other than a Fund Member.
8. All charges properly payable by RWA shall be paid within 14 days of the receipt by RWA of the appropriate account from the Contractor.
9. This agreement (subject to clause 10, 11 & 12 below) effective, and shall apply to the funeral of any deceased Member held during the Period.
10. This agreement shall apply only to funerals of Fund Members who died within the region delineated as follows:
  - (a) Fifty kilometres north and south of Perth CBD, West of the Brand and South Western Highways and the foothills of the Darling Range. Northern point is Yanchep. Southern point is just south of Port Kennedy (Rockingham).
  - (b) Ten kilometres from the premises of a Contractors who is located in the country PROVIDED THAT in the case of a Member who dies outside the above region the terms and conditions of this agreement shall apply if the personal representatives of the deceased Member agree to be responsible for all costs incurred in the transfer of the remains of the deceased Member to the Contractor's Funeral Parlour such costs to be calculated at the rate specified in item 11 of the Schedule.
11. For any funeral carried out at a cemetery outside a twenty-kilometre radius of the Contractor's parlour an additional charge of not more than the amount specified in item 12 of the Schedule.
12. In consideration of the agreements on the part of the Contractors hereinbefore contained, the RWA agrees that it will not during the term of this agreement enrol as members of the Funeral Fund persons other than aged, invalid or widowed pensioners who are in receipt of fringe benefits within the meaning of The Social Services Consolidation Act 1947 and its amendments and Repatriation Act 1920/61 and amendments for the time being in force; or superannuants who at the time of enrolment have been receiving superannuation payments for at least one year; nor shall any member of the Funeral Fund be entitled to the benefits under this agreement until the qualifying period of THREE (3) months has been met.
13. In case any question or difficulty shall arise touching this agreement or anything to be done or performed hereunder then the same shall be referred to a single arbitrator in case the parties can agree upon one otherwise to two arbitrators one to be appointed by each party to the differences under and in accordance with the provisions of the Arbitration Act 1895 of any statutory modification thereof for the time being in force.
14. RWA shall advise the Contractors as at the last day of February in each year, of the number of superannuates admitted to the Fund in the previous year.
15. WAFDA, the Contractors and RWA, confirm and agree that this agreement is for the behalf of and enforceable by, Fund Members and the personal representative of any Fund member whose funeral is held during the Period.



## **SCHEDULE 1**

(Schedule costs are GST Inclusive)

- Item 1** 1<sup>st</sup> day of March 2006 to the 23<sup>rd</sup> day of October 2006. Or to the 28<sup>th</sup> February 2007 with the authority of the ACCC.
- Item 2** TWO THOUSAND TWO HUNDRED AND EIGHTY EIGHT DOLLARS (\$2288)
- Item 3** TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65) per kilometre for the hearse and for each mourning coach.
- Item 4** THREE HUNDRED AND THIRTY DOLLARS (\$330) for waiting time.
- Item 5** TWO HUNDRED AND SEVENTY FIVE DOLLARS (\$275) for each 4 - passenger sedan mourning coach and an hourly rate of ONE HUNDRED AND FORTY SIX DOLLARS (\$146) per hour for each additional limousine mourning coach
- Item 6** THREE HUNDRED AND TWENTY FIVE DOLLARS (\$325)
- Item 7** TWO HUNDRED AND EIGHTY DOLLARS (\$280)
- Item 8** TWO HUNDRED AND EIGHTY DOLLARS (\$280)
- Item 9** ONE THOUSAND ONE HUNDRED AND FORTY FIVE DOLLARS (\$1,145)
- Item 10** SIX HUNDRED AND EIGHTY DOLLARS (\$680)
- Item 11** TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65) per kilometre for every kilometre travelled outside of such radius.
- Item 12** TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65) per kilometre for a hearse.
- Item 13** ONE HUNDRED AND SEVENTY DOLLARS (\$170) for an oversized coffin shall apply.

16. WAFDA, the Contractors and RWA, confirm and agree that:

- (a) the fees and charges provided in this agreement are maximum fees and charges only, and that any Contractor can charge or negotiate lower fees and charges for any aspect of the funeral of any Fund Member.
- (b) Fund Members and their personal representatives are free to choose, for the conduct of the funeral, a funeral director who is not a member of the WAFDA and that RWA will not take any steps or engage in any conduct that might limit the ability of Fund Members and/or their personal representatives to negotiate such fees and charges, and choose such funeral director as they see fit.

Signed for the  
Western Australian Funeral Directors Association (Inc.)  
by its representative/s in the presence of:

[Signature]  
Witness

JAMES GATT  
Name (please print)

Date 26/9/ 2006

[Signature]  
Witness

JAMES GATT  
Name (Please Print)

Date 26/9/06. 2006

[Signature]  
Representative

CRAIG RENSRAW  
Name (please print)

Date 26/9/06. 2006

[Signature]  
Representative

DRIAN BEGG  
Name (Please Print)

Date 26.09. 2006

Signed for the  
Retirees WA (Inc)  
by its representative/s in the presence of:

[Signature]  
Witness

ROGER NICHOLS  
Name (please print)

Date 21 MARCH 2006

Thelma White  
Representative

THELMA GENE WHITE  
Name (please print)

Date 21-3-06 2006

[Signature]  
Witness

ROGER NICHOLS  
Name (Please Print)

Date 21 MARCH 2006

[Signature] Chief Executive Officer  
Representative

SUSANNAH HAYE HIDDLESTONE  
Name (Please Print)

Date 21-3-06 2006

Thelma White  
WAFDA/RWA Funeral Agreement 2006 -'07  
THELMA GENE WHITE

[Signature]  
Margaret Jean THOMAS

**Annexure B**

Nominated Funeral Agreement entered into with Independent Funeral Directors for the period from and including 1 March 2006 up to and including 28 February 2007 (subject to ACCC approval).

THU/SEP 28 2006 13:55/ST. 13:54 No. 8928464398 P. 1

# FUNERAL FUND AGREEMENT

BETWEEN THE  
INDEPENDENT FUNERAL DIRECTORS  
&  
RETIRES WA (INC)

2006/2007 YEAR  
(1<sup>ST</sup> MARCH 2006 TO 28<sup>TH</sup> FEBRUARY 2007)

THU/SEP 28 2006 13:56/ST. 13:54/No. 9923464395 P 2

94 APR

# AGREEMENT FOR THE PROVISION OF FUNERAL SERVICES

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2006.

## PARTIES

\_\_\_\_\_  
(name)  
of \_\_\_\_\_  
\_\_\_\_\_  
("Independent Funeral Director")

AND

RETIRES WA (INC) of 159 Adelaide Terrace, Perth, Western Australia ("Retirees WA")

## RECITALS

- A. Retirees WA is a charitable organisation which provides services for the benefit of seniors.
- B. One of the services Retirees WA provides is a Funeral Fund Scheme whereby, on the death of a Funeral Fund Member, funeral services may be obtained from participating funeral directors at a reduced price.
- C. The Independent Funeral Director wishes to participate in Retirees WA's Funeral Fund Scheme by offering funeral services to Funeral Fund Members, or their Legal Personal Representatives, at a reduced price.
- D. This Agreement records the terms and conditions upon which the Independent Funeral Director has agreed to provide reduced priced funeral services to Funeral Fund Members or their Legal Personal Representatives.

FROM

NOW THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following words have these meanings:

**Additional Funeral Services** means goods and services provided by the Independent Funeral Director, at the express written request of the Funeral Fund Member or his or her Legal Personal Representative, which are not included within the Standard Funeral Services, including, without limitation, any of the following: Minister's offering for the funeral service, cemetery charges, cremation permit, disposal of ashes, press notices and flowers;

**Business Day** means a day other than a Saturday, Sunday or public holiday in the State of Western Australia;

**Commencement Date** means the commencement date specified in Item 1 of the Schedule;

**Expiry Date** means the expiry date specified in Item 1 of the Schedule;

**Funeral Fund Member** means a member of Retirees WA's Funeral Fund Scheme;

**Funeral Fund Scheme** means the funeral fund scheme set up by Retirees WA for the benefit of its Funeral Fund Members;

**Legal Personal Representative** means the legal personal representative of a deceased Funeral Fund Member, or otherwise the person authorised to arrange the deceased Funeral Fund Member's funeral;

**Maximum Standard Service Fee** means the fee in Item 2 of the Schedule;

**Normal Business Hours** means from 7.30am to 5.30pm on a Business Day;

**Standard Funeral Services** means the goods and services which the Independent Funeral Director is obliged to provide in respect of a deceased Funeral Fund Member, in consideration of the Standard Service Fee, as set out in clause 2.1 of this Agreement;

**Standard Service Fee** means the fee for the provision by the Independent Funeral Director of the Standard Funeral Services in respect of a deceased Funeral Fund Member, as agreed between the Independent Funeral Director and the Legal Personal Representative, and, for the removal of doubt, EXPRESSLY EXCLUDES any costs or expenses associated with the provision of any Additional Funeral Services;

## 1.2 Interpretation

Unless the contrary intention appears a reference in this Agreement to:

- a) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Agreement;
- b) a document (including this Agreement) includes any variation or replacement of it;
- c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- d) the singular includes the plural and vice versa;
- e) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency;
- f) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- g) an agreement or representation in favour of two or more persons is for the benefit of them jointly and each of them individually;
- h) an agreement or representation by two or more persons binds them jointly and each of them individually;
- i) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- j) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- k) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- l) the words "include", "including", "for example" or "such as" are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- m) anything (including any amount) is a reference to the whole and each part of it.

Headings are for convenience only and do not affect the interpretation of this Agreement.

## 2. PROVISION OF FUNERAL SERVICES BY INDEPENDENT FUNERAL DIRECTOR

It is noted and understood by both parties to this agreement:-

- (i) Funerals will only be carried out on business days and during normal business hours unless other arrangements are made with the Independent Funeral Director;
- (ii) All funerals to leave the Independent Funeral Directors parlour unless other arrangements are made with the Independent Funeral Director.

2.1 On the death of a Funeral Fund Member, the Independent Funeral Director shall, if so authorised in writing by Retirees WA, provide the Standard Funeral Services, as listed below, in respect of the deceased Funeral Fund Member on any Business Day and within Normal Business Hours, in consideration of the Standard Service Fee:

- (a) Meeting with Legal Personal Representative to arrange funeral requirements for the deceased Funeral Fund member;
- (b) a private presentable vehicle (and driver) to transport the deceased's body, within Normal Business Hours, from the place of death to the Independent Funeral Director's parlour provided that the place of death is within:
  - (i) a fifty (50) kilometre radius north (Yanchep) and south (just south of Port Kennedy, Rockingham) of the Perth CBD, West of the Brand and South Western Highways and the foothills of the Darling Range; or
  - (ii) within a ten (10) kilometre radius of any Independent Funeral Director's parlour which is located in the country.
- (c) preparation of the deceased's body for burial or cremation;
- (d) a well crafted coffin, internally trimmed with basic drapery, and mounted with four (4) handles, an inscribed name-plate and with a cross or crucifix if required by the Legal Personal Representative;
- (e) use of Independent Funeral Director's chapel for viewing the body;
- (f) use of Independent Funeral Director's chapel for the funeral service;
- (g) a hearse (and driver) to transport the deceased's body from the Independent Funeral Director's parlour to a public cemetery of the Legal Personal Representative's choice which is within a twenty (20) kilometre radius of the Independent Funeral Director's parlour;



2. PROVISION OF FUNERAL SERVICES BY INDEPENDENT FUNERAL DIRECTOR  
(Continued)

- (h) one (1) mourning coach (and driver) to transport up to four (4) passengers from the Independent Funeral Director's parlour to the public cemetery nominated, by the Legal Personal Representative under the preceding paragraph, and back again;
- (i) make an application with the Registry of Births, Deaths and Marriages for a Death Certificate in respect of the deceased Funeral Fund Member, at the cost of the Legal Personal Representative.

2.2 Retirees WA covenants and agrees that it will not authorise the Independent Funeral Director to carry out the Standard Funeral Service in accordance with clause 2.1 above unless and until it has obtained written authorisation from the Legal Personal Representative pursuant to which the Legal Personal Representative assumes financial responsibility for any Additional Funeral Services provided by the Independent Funeral Director at the express written request of the Legal Personal Representative.

3. PAYMENT OF STANDARD SERVICE FEE

3.1 In consideration of the Independent Funeral Director providing the Standard Funeral Services in accordance with paragraph 2 above, Retirees WA agrees to pay the Independent Funeral Director the Standard Service Fee which the Independent Funeral Director covenants and agrees shall in no circumstances exceed the Maximum Standard Service Fee.

3.2 Retirees WA covenants and agrees with the Independent Funeral Director that it will pay the Standard Service Fee to the Independent Funeral Director within 14 days from the date on which it receives an invoice from the Independent Funeral Director in respect of the same.

4. PROVISION OF ADDITIONAL FUNERAL SERVICES

4.1 Subject to paragraph 4.2, if the Legal Personal Representative makes an express written request of the Independent Funeral Director to provide Additional Funeral Services in respect of the deceased Funeral Fund Member, then the Independent Funeral Director shall be entitled to charge the Legal Personal Representative, in respect of those Additional Funeral Services, an amount in excess of the Standard Service Fee, as agreed between the Legal Personal Representative and the Independent Funeral Director.

4. PROVISION OF ADDITIONAL FUNERAL SERVICES

4.2 If the Legal Personal Representative makes an express written request of the Independent Funeral Director to provide any of the Additional Funeral Services mentioned in paragraphs (a) to (j), inclusive, below, then the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative in respect of each such Additional Funeral Service is as specified in the relevant paragraph, as follows:

- (a) In respect of the provision of a private grave, the removal, replacement or provision of a headstone or other monumental works, the disposal or preservation of ashes, or provision of cremation memorials, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative is the amount actually paid by the Independent Funeral Director (if anything) in respect of the same.
- (b) To have the funeral depart from a place other than the Independent Funeral Director's parlour, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative in respect of additional distance (if any) travelled over and above the distance from the Independent Funeral Director's parlour to the public cemetery or crematorium of the Legal Personal Representative's choice, shall be the amount specified in Item 3 of the Schedule.
- (c) To have the funeral service held at a church instead of at the Independent Funeral Director's chapel, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative shall be the amounts specified in Item 4 of the Schedule.
- (d) To provide additional mourning coaches, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative in respect of the same is as specified in Item 5 of the Schedule.
- (e) To have the deceased's body transferred from the place of death to the Independent Funeral Director's parlour outside Normal Business Hours, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative is as set out in Item 6 of the Schedule.
- (f) To have the deceased's body transferred from a place of death which is outside the areas stipulated in paragraph 2.1(b), the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative in respect of additional distance travelled outside the stipulated area shall be the amount specified in Item 7 of the Schedule.
- (g) To arrange a funeral outside Normal Business Hours, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative is as set out in item 8 of the Schedule.

THU, SEP 28 2006 14:00:57.13:54, No. 6923464395 P 8

#### 4. PROVISION OF ADDITIONAL FUNERAL SERVICES (Continued)

- (h) To use the Independent Funeral Director's chapel for a funeral service outside Normal Business Hours, then maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative is as set out in Item 9 of the Schedule.
  - (i) To have the funeral held in conjunction with another funeral director, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative is as set out in Item 10 of the Schedule.
  - (j) To have a coffin of a standard higher or of a larger size than that which the Independent Funeral Director is obliged to provide in terms of the Standard Funeral Services, the Independent Funeral Director must deduct from the price of the higher standard or larger size coffin the value attributable to the coffin which the Independent Funeral Director is obliged to provide in terms of the Standard Funeral Services, which value is specified in Item 11 of the Schedule;
  - (k) To have the funeral carried out at a public cemetery or crematorium which is outside a twenty (20) kilometre radius of the Independent Funeral Director's parlour, the maximum amount which the Independent Funeral Director shall be entitled to charge the Legal Personal Representative in respect of additional distance travelled outside the twenty (20) kilometre radius shall be the amount specified in Item 12 of the Schedule.
- 4.3 A request in writing made of the Independent Funeral Director by the Legal Personal Representative to provide Additional Funeral Services shall not affect the validity of this Agreement nor, for the removal of doubt, the Independent Funeral Director's obligation to provide the Standard Funeral Services, provided that the Legal Personal Representative must agree with the Independent Funeral Director to meet the additional costs and expenses associated with the Additional Funeral Services so requested.

#### 5. MEMBERSHIP OF FUNERAL FUND SCHEME

Retirees WA covenants and agrees with the Independent Funeral Director that:

- (a) eligibility for membership of the Funeral Fund Scheme, during the term of this Agreement, shall be limited to aged, invalid or widowed pensioners who are in receipt of fringe benefits within the meaning of The Social Services Consolidation Act 1947 (as amended) and the Repatriation Act 1920/61 (as amended) or superannuants who at the time of joining have been receiving superannuation payments for at least one year; and
- (b) no Funeral Fund Member shall be entitled to the benefits under this Agreement until they have been a member of the Funeral Fund for at least three (3) months.

(THU) SEP 28 2006 14:01:57.13:54/No. 6923464395 P. 9

**6. TERM OF AGREEMENT**

This Agreement shall commence on the Commencement Date and end on the Expiry Date.

**7. OTHER COVENANTS**

7.1 The Independent Funeral Director acknowledges and agrees that Retirees WA makes this Agreement for and on behalf of the Funeral Fund Members, and that this Agreement shall be enforceable against the Independent Funeral Director by the Funeral Fund Members, or their Legal Personal Representatives.

7.2 For the removal of doubt, the parties covenant and agree that Funeral Fund Members, or their Legal Personal Representatives shall be under no obligation to engage the services of a participating Independent Funeral Director to conduct the funeral of a Funeral Fund Member, and that he or she shall be free to choose whichever funeral director he or she may wish to conduct the funeral of a Funeral Fund Member and further that neither party will do anything which might have the effect of limiting the freedom of Funeral Fund Members, or their Legal Personal Representatives, to engage a funeral director of their choice and to negotiate lower fees and charges relating to the maximum fees and charges as set out in this Agreement.

**8. MISCELLANEOUS**

**8.1 Entire Agreement**

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

**8.2 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

**8.3 Governing Law and Jurisdiction**

This Agreement is governed by the law in force in the State of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

FROM

(THU) SEP 28 2006 14:01:54 No. 6923464395 P. 10

SCHEDULE

- Item 1: The Commencement Date of this Agreement is 1 March 2005.  
The Expiry Date of this Agreement is 28 February 2007.
- Item 2: Maximum Standard Service Fee which relates to either a burial or cremation: \$2,030.00
- Item 3: Where funeral to depart otherwise than from Independent Funeral Director's parlour: \$1.32 per kilometre for the hearse and for each mourning coach.
- Item 4: Where funeral to be held at a church instead of the Independent Funeral Director's chapel:
  - (a) from \$134.00 for the cost of hiring the church (if applicable); and
  - (b) from \$134.00 for waiting time at the church.
- Item 5: Where additional mourning coaches are required: \$238.00 for each 4 passenger sedan or limousine mourning coach.
- Item 6: Where deceased's body to be transferred from place of death to Independent Funeral Director's parlour outside Normal Business Hours: \$134.00
- Item 7: Where deceased's body to be transferred from a place of death which is outside the areas stipulated in paragraph 2.1(b): \$1.32 per kilometre
- Item 8: Where a funeral is arranged other than during Normal Business Hours: \$132.00
- Item 9: Where use of Independent Funeral Director's chapel required other than during Normal Business Hours: \$134.00
- Item 10: For funerals held in conjunction with another funeral director: subject to negotiation with other funeral director.
- Item 11: Value attributed to coffin required to be provided as part of Standard Funeral Services: \$595.00
- Item 12: Funeral held outside 20 kilometre radius of Independent Funeral Director's parlour: \$1.32 per kilometre for each hearse and each mourning coach

FROM

(YH) SEP 28 2006 14:02/ST. 10:54/No. 8906464395 P 11

**EXECUTED BY THE PARTIES**

Signed by:  
Participating Independent Fund Director: \_\_\_\_\_

Name (please print): \_\_\_\_\_

In the presence of: \_\_\_\_\_

Witness (please sign): \_\_\_\_\_

Witness name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

**Signed By Retirees WA (Inc)  
by its representatives:-**

**In the presence of:-**

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Witness Name (please print):

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Witness Name (please print):

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Witness Name (please print):

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

FROM

**Annexure C**

Proposed Funeral Agreement with WAFDA for the period from and including 1 March 2007 up to and including 28 February 2008.

# **FUNERAL AGREEMENT**

**BETWEEN THE**

**WESTERN AUSTRALIAN  
FUNERAL DIRECTORS  
ASSOCIATION  
(INCORPORATED)**

**ON BEHALF OF ITS MEMBERS**

**AND**

**RETIREES WA (INC.)  
FUNERAL FUND**

**20076/20087 YEAR**

**(COMMENCING 1st MARCH 20076)**



# This Funeral Agreement

is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2006 between the following parties:

**1. Western Australian Funeral Directors Association (Incorporated)**

43 Colombo Street, East Perth, Western Australia

("WAFDA")

**2. Retirees WA (Inc) Funeral Fund**

of 159 Adelaide Terrace Suite 3, 915 Albany Highway, East Victoria Park, Perth, Western Australia

("RWA")

## Recitals

- A. ~~Retirees WA (Inc)~~RWA is desirous of making arrangements for the conduct of funerals for such of its members who are at the time of their respective deaths belonging to the Funeral Fund conducted by RWA ("Fund Members").
- B. The members of WAFDA have severally agreed to conduct such funerals on the terms and conditions hereinafter set out.
- C. WAFDA, in accordance with clauses 5 and 9 of its Rules enters into this agreement on behalf of its members from time to time ("~~the~~ Contractors").

The parties agree that, in consideration of, amongst other things, the mutual promises contained in this agreement:

1. (a) WAFDA agrees (for and on behalf of each Contractor) with RWA (for and on behalf of Fund Members) that on reasonable notice being given to one of the Contractors and subject to this agreement the Contractor will provide a funeral to leave the Contractor's chapel for any Fund Member who dies during the term of this agreement or any extension thereof and to whose funeral this agreement applies as hereinafter provided.
- (b) Funerals will not be carried out on Saturday, Sundays and Public Holiday except by negotiation with the Contractor.
- (c) Funerals will be confined to local public cemeteries except by negotiation with the Contractor.
2. (a) The Contractor shall supply a hearse for the proper conveyance of the Fund Member's remains to the cemetery and ~~one mourning coach to accommodate 4 passengers for the conveyance of the mourners from the funeral parlour to the cemetery and return to the parlour after the funeral.~~
- (b) The Contractor shall supply a standard size coffin of good material mounted with 4 handles and a nameplate, and internally trimmed with basic drapery. For an oversized coffin there will be an additional fee as specified in Item 123 of the Schedule.
- (c) For the choice of a coffin other than what is provided for in this agreement, the Contractor's normal schedule of prices shall apply.
- (de) The Contractor shall ~~procure~~ procure the issue of a Death Certificate and, if applicable, a Doctor's Permit to Cremate (Form 9) and a Certificate of Medical Attendance (Form 7), but the personal representative of the Fund Member shall meet the cost of the Certificate each document.
3. RWA shall pay to the Contractor for each such funeral (whether a burial or cremation) during the period of operation of this agreement specified in item 1 of the Schedule ("~~the~~ "Period") such fee as the Contractor shall agree with the person authorised to arrange the funeral, provided that in no

event will the Contractor charge a fee greater than the maximum fee specified in item 2 of the Schedule. Such fees shall not include nor cover:

- (a) ~~the Minister's offering for the funeral service; nor~~
- (b) ~~cemetery charges; nor~~
- (c) ~~the cost of obtaining a Doctor's Permit to Cremate (Form 9) or a Certificate of Medical Attendance (Form 7); the permit to cremate nor~~
- (d) ~~the cost of the disposal of the ashes; nor~~
- (e) ~~the cost of press notices; and~~
- (f) ~~floral tributes; or; or~~
- (g) any other disbursement requested by the person authorised to arrange the funeral.

The ~~said~~ charges shall be payable by the personal representatives of the deceased Fund Member to the Contractor.

4. (a) In all cases the Contractor shall in addition to the charges referred to in ~~c~~Clause 3, be entitled to receive the following further and additional charges if the services to which such charges relate are requested in writing by the personal representatives or the person arranging the funeral of the Fund Member, such charges to be agreed with and paid by the person making the request, but in no event shall such charges be more than as follows:
- (i) an amount equal to the total of the fees (if any) paid by the Contractor in respect of a private grave, the removal and replacements or provision of a head stone or other monumental works, the disposal or preservation of ashes or the provision of cremation memorials;:-
  - (ii) where the funeral is to leave from some place other than the Contractor's funeral parlour, for the increase in kilometres travelled over and above the kilometres from the Contractor's funeral parlour to the cemetery, at the rate not more than the amount specified in item 3 of the Schedule;:-
  - (iii) where the funeral service is to be held at a church in lieu of the Contractor's chapel, an amount not more than the amount specified in item 4 of the Schedule;:-
  - (iv) where ~~any extra-mourning coaches or limousines are~~ required an extra fee of not more than the amount specified in item 5 of the Schedule;:-
  - (v) where the remains of the Fund Member are required to be removed from the place of death outside the Contractor's normal working hours a fee of not more than the amount specified in item 6 of the Schedule;:-
  - (vi) where a funeral is arranged outside the Contractor's normal working hours a fee of not more than the amount specified in item 7 of the Schedule;:-
  - (vii) use of the Contractor's chapel outside of normal working hours a fee of not more than the amount specified in item 8 of the Schedule; ~~and;~~
  - (viii) for funerals held in conjunction with another funeral director, a fee of not more than the amount specified in item 9 of the Schedule.
  - ~~(ix) for choice of a superior coffin an allowance of not more than the amount specified in item 10 of the Schedule.~~
- (b) This agreement will not be invalidated by the written request of the representative of the Fund Member for the supply of services or goods other than those stipulated in this agreement PROVIDED HOWEVER that payment for such additional expenses (if any) are to be the responsibility of the person making the request. Such written request to be

obtained by the Contractor.

5. RWA shall not be liable to pay any fee under clause 3 of this agreement unless a duly authorised officer of the RWA has confirmed that the deceased was a Fund Member at the time of death and has authorised the Contractor to provide services in accordance with this agreement.
6. RWA shall before authorising the Contractor to provide services procure the authorisation of the funeral and the conduct thereof by a relative of the Fund Member or other person entitled to do so who shall be the person liable to pay the additional charges referred to in this agreement.
7. In any case where by operation of the law the estate of the Fund Member is entitled to recover the amount of funeral expenses from some other person or persons the Contractor may at its option make such charges in lieu of those under this agreement as may properly and usually be made for the conduct of the funeral of a person other than a Fund Member.
8. All charges properly payable by RWA shall be paid within 14 days of the receipt by RWA of the appropriate account from the Contractor.
9. This agreement (subject to clause 10, 11 & 12 below) effective, and shall apply to the funeral of any deceased Member held during the Period.
10. This agreement shall apply only to funerals of Fund Members who died within the region delineated as follows:
  - (a) Fifty kilometres north and south of Perth CBD, West of the Brand and South Western Highways and the foothills of the Darling Range. Northern point is Yanchep. Southern point is just south of Port Kennedy (Rockingham).
  - (b) Ten kilometres from the premises of a Contractor who is located in the country PROVIDED THAT in the case of a Member who dies outside the above region the terms and conditions of this agreement shall apply if the personal representatives of the deceased Member agree to be responsible for all costs incurred in the transfer of the remains of the deceased Member to the Contractor's Funeral Parlour such costs to be calculated at the rate specified in item ~~101~~ of the Schedule.
11. For any funeral carried out at a cemetery outside a twenty-kilometre radius of the Contractor's parlour an additional charge of not more than the amount specified in item ~~12-11~~ of the Schedule.
12. In consideration of the agreements on the part of the Contractors hereinbefore contained, the RWA agrees that it will not during the term of this agreement enrol as members of the Funeral Fund persons other than aged, invalid or widowed pensioners who are in receipt of fringe benefits within the meaning of The Social Services Consolidation Act 1947 and its amendments and Repatriation Act 1920/61 and amendments for the time being in force; or superannuants who at the time of enrolment have been receiving superannuation payments for at least one year; nor shall any member of the Funeral Fund be entitled to the benefits under this agreement until the qualifying period of THREE (3) months has been met.
13. In case any question or difficulty shall arise touching this agreement or anything to be done or performed hereunder then the same shall be referred to a single arbitrator in case the parties can agree upon one otherwise to two arbitrators one to be appointed by each party to the differences under and in accordance with the provisions of the Arbitration Act 1895 of any statutory modification thereof for the time being in force.
14. RWA shall advise the Contractors as at the last day of February in each year, of the number of superannuates admitted to the Fund in the previous year.
15. WAFDA, the Contractors and RWA, confirm and agree that this agreement is for the behalf of and enforceable by, Fund Members and the personal representative of any Fund member whose funeral is held during the Period.
16. WAFDA, the Contractors and RWA, confirm and agree that:

- (a) the fees and charges provided in this agreement are maximum fees and charges only, and that any Contractor can charge or negotiate lower fees and charges for any aspect of the funeral of any Fund Member.
- (b) Fund Members and their personal representatives are free to choose, for the conduct of the funeral, a funeral director who is not a member of the WAFDA and that RWA will not take any steps or engage in any conduct that might limit the ability of Fund Members and/or their personal representatives to negotiate such fees and charges, and choose such funeral director as they see fit.

Signed for the  
Western Australian Funeral Directors Association (Inc.)  
by its representative/s in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (please print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (Please Print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (Please Print)

Date \_\_\_\_\_ 2006

Signed for the  
Retirees WA (Inc)  
by its representative/s in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (please print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (Please Print)

Date \_\_\_\_\_ 2006

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (Please Print)

Date \_\_\_\_\_ 2006

## SCHEDULE 4

(Schedule costs are GST inclusive)

- Item 1 1<sup>st</sup> day of March 2007~~6~~ to the 31<sup>st</sup> day of October 2006. Or to the 28<sup>th</sup> February 2008~~7~~ with the authority of the ACCC.
- Item 2 ~~TWO THOUSAND TWO HUNDRED AND EIGHTY EIGHT DOLLARS (\$2288)~~
- Item 3 ~~TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65)~~ per kilometre for the hearse and for each mourning coach.
- Item 4 ~~THREE HUNDRED AND THIRTY DOLLARS (\$330)~~ for waiting time.
- Item 5 ~~TWO HUNDRED AND SEVENTY FIVE DOLLARS (\$275)~~ for each 4 - passenger sedan mourning coach and an hourly rate of ~~ONE HUNDRED AND FORTY SIX DOLLARS (\$146)~~ per hour for each additional limousine mourning coach
- Item 6 ~~THREE HUNDRED AND TWENTY FIVE DOLLARS (\$325)~~
- Item 7 ~~TWO HUNDRED AND EIGHTY DOLLARS (\$280)~~
- Item 8 ~~TWO HUNDRED AND EIGHTY DOLLARS (\$280)~~
- Item 9 ~~ONE THOUSAND ONE HUNDRED AND FORTY FIVE DOLLARS (\$1,145)~~
- Item 10 ~~SIX HUNDRED AND EIGHTY DOLLARS (\$680)~~
- Item 101 ~~TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65)~~ per kilometer for every kilometre travelled outside of such radius.
- Item 112 ~~TWO DOLLARS AND SIXTY FIVE CENTS (\$2.65)~~ per kilometre for a hearse.
- Item 123 ~~ONE HUNDRED AND SEVENTY DOLLARS (\$170)~~ for an oversized coffin shall apply.

*[The amounts for inclusion in the schedule have not yet been agreed.]*

**Annexure D**

Current Funeral Fund Contract



**IMPORTANT**

**THE ENCLOSED FUNERAL FUND CONTRACT IS A LEGAL DOCUMENT**

**PLEASE NOTE:**

- Please ensure that the spaces shown on the contract with dots are completed (where applicable).
- Applicants must retain the WHITE copy of the contract for their records.
- On completion of contract requirements, please forward BLUE copy of the contract to Retirees WA (Inc) with contribution together with any Application for Membership forms and the applicable membership fee/s.

**PLEASE FOLLOW THESE STEPS TO ASSIST YOU WHEN COMPLETING YOUR CONTRACT**

**1. PERSONAL DETAILS**

Complete personal details on top of contract as necessary and insert after the words "please print date" (if not already inserted) the date of 1st March 2005 in all cases.

**2. CONTRACT DETAILS**

- A) \* Choose either Option A or Option B by ticking the required box.
  - \* Insert the fee (if not already inserted), in numerals, that applies to your choice of either Option A or Option B.
    - Eg. If you tick Option A – insert the amount of \$2,288.00 OR
    - if you tick Option B – insert the amount of \$2,030.00
- B1) Insert the fee (if not already inserted), in numerals that applies to the option you have chosen of A) above.
- B2) Insert in words, the amount of the option you have chosen at A) above PLUS the administration fee of \$55.00
  - Eg. If you choose Option A insert the words "TWO THOUSAND THREE HUNDRED AND FORTY THREE DOLLARS" OR
  - If you choose Option B insert the words "TWO THOUSAND AND EIGHTY FIVE DOLLARS"
- B3) Insert, in numerals, the amount of the option chosen at B2) above.
- C) \* Insert, in numerals, the fee that applies to the option you have chosen at A) above.
  - \* Insert, after the words "is fixed up to .....", (if not already inserted) the date of 28th FEBRUARY 2007.

**3. SIGNATURES AND ADVICES**

Please sign and delete either :-

- "Signed for and on behalf of the Applicant by the Applicant's attorney/administrator" if you ARE the Applicant OR
- "Signed by the Applicant" if you ARE the Applicant.

**PLEASE PRINT YOUR NAME UNDER YOUR SIGNATURE IF YOU ARE SIGNING ON BEHALF OF THE APPLICANT.**

**4. SIGNATURE ABOVE MUST BE WITNESSED. A member of your family or a friend or relative can be your Witness.**

*Please ensure that all required information for the Witness' details are completed.*

**5. DATE THE APPLICATION**

**6. NEXT OF KIN DETAILS:** Your next-of-kin can be any member of your family (except your spouse) eg. Son, daughter, step-child, grand-child, nephew, niece, brother, sister or friend. **NOTE:** Please inform this office immediately if details of your nominated next-of-kin change, eg. Change of address and/or phone number or if you wish to change your next-of-kin.



RETIREES WA (INC)
(the "Organisation")



FUNERAL FUND CONTRACT

BLUE - MEMBER COPY
WHITE - OFFICE COPY

RELATING TO COSTS ASSOCIATED ONLY WITH
FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEES
AS REQUIRED FOR EITHER BURIAL OR CREMATION

HEAD OFFICE
159 Adelaide Terrace,
Perth 6000
POSTAL ADDRESS:
PO Box 6180
East Perth WA 6892
TEL: (08) 9323 3100
FAX: (08) 9221 1329
COUNTRY MEMBERS
(FREE CALL)
1800 198 489

THIS IS A LEGAL CONTRACT.
PLEASE READ CAREFULLY BEFORE SIGNING AND PLEASE ENSURE
YOU READ AND FULLY UNDERSTAND THE PUBLICATION TITLED
"THE FUNERAL FUND SCHEME" THE TERMS OF WHICH ARE
EXPRESSLY INCORPORATED INTO, AND FORM PART OF THIS
CONTRACT. PLEASE REFER TO "FUNERAL FUND INFORMATION
SHEETS" FOR ADDITIONAL INFORMATION ON PRICES .

OFFICE HOURS:
9.00am to 4.30pm
Monday to Friday

I ..... (NAME IN BLOCK LETTERS PLEASE) ..... (the Applicant)
of ..... (ADDRESS) ..... (POSTCODE)
(Date of Birth) ..... (Ph) ..... apply for membership of the Funeral Fund
selected below, and I acknowledge that I am joining the fund on or after;
1st MARCH 2006
(please print date) .....

Table with 2 columns: Option Name and Current Fee. Includes Option A (WAFDA) with fee \$2288.00 and Option B (IFD) with fee \$2030.00. Includes checkboxes for 'Please Tick Fund Required'.

B1 I agree to pay the current Funeral Director's Professional Service Fee of \$.....(the "Current Fee")
for the Funeral Fund option selected by me in paragraph A above, plus a once only administration fee of \$55.00
(the "Administration Fee"), which together represent the Funeral Fund Contract price, making a total of :-

B2 (IN WORDS).....

B3 (\$.....) either by way of lump sum or by an initial payment of no less than \$75.00 and regular instalments of \$20.00.

C I understand that the Current Fee of \$..... is fixed up to..... 28th FEBRUARY 2007
but thereafter is subject to annual review by either the WAFDA or the IFD (as the case may be). I agree that in addition to the Current
Fee, I will pay any future increases arising from an annual review of the Current Fee, from time to time.

D I understand that the Funeral Director's Professional Service Fee covers the costs associated with the provision of services as set out
in paragraph 1 of the General Conditions on the reverse of this Contract.

E I understand that, except in the limited circumstances as set out in the Organisation's publication entitled "The Funeral Fund Scheme"
I will not be eligible to receive any Funeral Fund benefits under this Funeral Fund Contract unless the Current Fee as selected at
paragraph A above and any increases in that Current Fee are fully paid as at the date of my funeral (and I have been in the Funeral Fund
for more than three (3) months).

F I acknowledge that I have read and understood this Funeral Fund Contract (including the General Conditions on the reverse),
together with the Organisation's publication titled "The Funeral Fund Scheme" and the applicable "Funeral Fund Information
Sheet" which are both current at the date of signing this contract, and that I enter into this Funeral Fund Contract voluntarily.

SIGNED BY THE APPLICANT OR Signed for and on behalf of the Applicant by the Applicants attorney/administrator
Before me :SIGNATURE OF WITNESS
NAME OF WITNESS (please print)
ADDRESS OF WITNESS
DATE OF APPLICATION AND SIGNING
NEXT OF KIN (Not Spouse): Name
Address
Relationship to Applicant Telephone No

## GENERAL CONDITIONS

- 1 Subject to variation from time to time by the Finance and General Purposes Committee in the case of a funeral duly authorised in accordance with the Rules and By-Laws of the Organisation and the Funeral Fund Scheme, the benefits provided to contributing members by the Funeral Fund Scheme shall be:
  - (a) The benefit of all or any contracts or arrangements with Funeral Directors now or hereafter entered into by the Organisation for providing to the contributing members the necessary services (as listed in the Organisation's publication entitled "The Funeral Fund Scheme") required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery at a substantially reduced price.
  - (b) Payment to the Funeral Director (or where the deceased member's funeral account has already been paid, to the person who has incurred the cost of the funeral) of the deceased member's funds including bonuses, the sum total of which represents the Funeral Director's Professional Service Fee, current as at the date of the deceased member's funeral, for the Funeral Fund option selected by the deceased member at paragraph A on the front side of the Funeral Fund Contract. The deceased member's funds are for the purpose of partially offsetting the total cost of the funeral.
2.
  - (a) In no case shall the Organisation be responsible for providing a funeral, or liable to pay more than the Funeral Director's Professional Service Fee selected by the deceased member at paragraph A on the front side of the Funeral Fund Contract, together with all increases in that fee up to the date of the deceased member's funeral.
  - (b) In no case shall the Organisation be under any liability whatsoever for, or towards the cost of any funeral unless the same shall have first been duly authorised in accordance with the Rules and By-Laws of the Organisation and the Funeral Fund Scheme.
3.
  - (a) There is a waiting period of three (3) months before the Applicant becomes eligible to receive Funeral Fund benefits under the Funeral Fund Contract. Should death occur during the waiting period, only the amount paid by the deceased member into the Funeral Fund, less the Administration Fee, will be refunded to the deceased member's legal personal representative. However, if the Funeral Director agrees (in its sole discretion) to offer a reduced price funeral for the benefit of a deceased member, notwithstanding that death has occurred prior to the expiration of the three (3) month waiting period, then, provided any unpaid contributions of the deceased member are paid by the next of kin or by any other person, then full Funeral Fund benefits shall be paid by the Organisation as if the deceased member had paid all contributions due up to the date of the funeral.
  - (b) If death occurs after the three (3) month waiting period, then the deceased member shall only be eligible to receive full Funeral Fund benefits under the Funeral Fund Contract if the Funeral Director's Professional Service Fee, as selected by the deceased member at paragraph A on the front side of the Funeral Fund Contract and all increases to that fee up to the date of the deceased member's funeral, have been paid in full. However, if any unpaid contributions of a deceased member, which are not more than one year overdue, are paid by the next of kin or by any other person, then full Funeral Fund benefits shall be paid by the Organisation as if the deceased member had paid all contributions due up to the date of the funeral.
4.
  - (a) Current membership of the Organisation is essential to enable the member to receive Funeral Fund benefits under the Funeral Fund Contract. It also entitles the member to any benefit or bonus (which is only payable on death) as determined by the Organisation from time to time, which will be applied towards offsetting or partially offsetting any increase in the Funeral Director's Professional Service Fee selected at paragraph A on the front side of the Funeral Fund Contract.
  - (b) The Organisation determines the annual membership fee payable by the member each year. Failure to pay the membership fee may result in the Organisation cancelling the Funeral Fund Contract and refunding all payments made by the member concerned, less any outstanding membership fees and the Administration Fee. However, if any membership fee is not paid by the due date, and to prevent the member's Funeral Fund Contract being cancelled, the Organisation may withdraw from the member's Funeral Fund entitlements, such amount required to pay the outstanding membership fee. The Applicant irrevocably appoints the Organisation as its agent and attorney for this purpose, should the need arise.
5. **PRIVACY: The Applicant grants to the Organisation the right to pass on the personal information of the Applicant that is required by a third party in order to give effect to the provision of services as set out in paragraph 1 of these General Conditions.**

12:43:51 PM 12/13/06 NO. 0923464392 P. 9  
(THU) SEP 28 2006 FROM

## Retirees WA (Inc) Funeral Fund Scheme

### FUNERAL FUND

#### Frequently Asked Questions

**Q** How much does the Fund Cost?

**A** There are two fund options available. These are as follows:

**Option A: Western Australian Funeral Directors' Association (WAFDA)**

Cost of Option A, from 1st March 2006 until 28<sup>th</sup> February 2007 (subject to ACCC approval) is \$2,343.00 which includes a once only administration fee of \$55.00.

**Option B: Independent Funeral Director (IFD)**

Cost of Option B, from 1st March 2006 until 28<sup>th</sup> February 2007 is \$2,085.00 which includes a once only administration fee of \$55.00.

This price is current for one year and is reviewed annually.

---

**Q** How much do I have to pay up front?

**A** An initial payment of no less than \$75 on application which includes a \$20 minimum deposit and the once off administration fee of \$55. You may wish to pay the full contract price or by instalments. ( please see next question).

Regular instalments can be made at the member's convenience ie. fortnightly, monthly etc., and can either be made by credit card over the phone on 9254 0192, money order, cheque or cash. Payment can be made at Australia Post by producing the invoice you receive in March at the post office each time you make a payment. The post office will issue a receipt each time. Payment can also be by phone or internet using the Australia Post telephone number or internet address and code and reference on your invoice.

---

**Q** What amount is acceptable as a regular instalment?

**A** A minimum of \$20.00. It will then depend on each individual's financial position as to how much that person is able to afford to pay into their fund by instalment. Some members may be able to afford to pay \$100 each month, whilst others may only be able to afford \$50 per month. The fund is flexible and members are able to vary the amount they wish to pay into their fund.

---

**Q** How much time am I allowed to pay the fund off, if I am paying by instalments?

**A** There is no time limit to pay the fund. However, it is in your best interest to pay your fund, up to the current paid-up price, as soon as possible. For example the current price is (WAFDA) \$2343 including \$55 once off administration fee or, (IFD) \$2085 including \$55 once off administration fee. If there is a price increase for the following year, you will receive an invoice showing the increase to be paid. If applicable, a bonus may be paid to funeral fund members by Retirees WA (Inc), and if this occurs, the amount of the bonus will offset some of the increase to be paid by you. Should you pass away prior to paying up to the current price, your nominated next-of-kin must pay any outstanding balance to Retirees WA before the funeral takes place.

**Q** When I pay up to the current price, am I finished paying?

**A** No. The current price is reviewed prior to February each year by the Funeral Directors Association. The funeral fund contract price is based on the increase in the Consumer Price Index and in specific costs associated solely with this industry. There may be an increase.

---

**Q** How much is the increase?

**A** There is no indication of what the increase will be each year. However any increases are agreed to by Retirees WA Committee and the funeral directors prior to 1st March of any year. Once the increase has been agreed to, you will be sent an invoice by mail. *As Members of the Funeral Fund must also be financial members of Retirees WA (Inc), annual membership fees will also be billed to members on the same invoice.*

---

**Q** Which Funeral Director can I use?

**A** This will depend on whether you choose Option A (WAFDA) or Option B (IFD). A list of participating funeral directors will be sent to you for your information. It is not necessary to choose a specific funeral director at the time of joining the Funeral Fund, but if you do, it is important to make your next-of-kin aware of your choice by completing the Personal and Family Record document provided at the time of joining. It is not necessary to advise Retirees WA of your choice. However, if you choose Option A, you should use a funeral director on the WAFDA list and if you choose Option B, you should use a funeral director on the IFD list.

---

**Q** Will the Funeral Fund price cover my burial or cremation expenses?

**A** No. The Funeral Fund price does not cover members' burial or cremation expenses. As these expenses can vary from member to member, there is no effective method of including these expenses in the price of the Funeral Fund. However, if you wish to pre-pay an extra sum to cover your cremation, burial fees or burial plot, Retirees WA is able to forward your payment (as a lump sum) to the appropriate Cemeteries Board. The Cemeteries Board will then forward you a receipt and a pre-paid certificate for your records. For applicable prices for prepayment of cremation or burial fees, please phone the appropriate cemeteries board or speak to someone in the Funeral Fund at Retirees WA.

---

**Q** What funeral expenses are covered by the Funeral Fund?

**A** The Funeral Director's Professional Service Fee consisting of:

- \* A private presentable vehicle for removal of deceased from the place of death to the Funeral Director's Parlour in normal working hours.
- \* Preparation of deceased for burial or cremation.
- \* A standard size coffin of good material and good workmanship.
- \* Use of the Funeral Director's chapel for 'viewing'.
- \* Use of Funeral Director's chapel for funeral service.
- \* A hearse to carry the deceased member's remains to the cemetery.
- \* Procuration of the Death Certificate, but not the cost of the certificate.

---

**Annexure E**

The Funeral Fund Scheme Rules 2006

CTHO SEP 28 2006 14:03:58 E 13:54 No. 6926464395 P. 12



## THE FUNERAL FUND SCHEME RULES 2006

### PURPOSE OF FUNERAL FUND

The Funeral Fund exists to enable members to prepay costs associated with the Funeral Director's Professional Service Fee relating to either a burial or cremation and this fee consists of the cost of the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery at a substantially reduced price.

### GENERAL INFORMATION

1. The Funeral Fund Contract form, which is completed and signed by all members when joining the Funeral Fund, is a legal document and members are asked to read it carefully in conjunction with this Funeral Fund Scheme and the applicable Funeral Fund Information Sheet on prices, before signing.
2. Current membership of RETIREES WA (Inc) is essential to enable the member to participate in any reduced price funeral arrangements made with the Western Australian Funeral Directors' Association (WAFDA) or any Independent Funeral Director (IFD). This membership fee is due and payable on 1st January each year. Failure to pay the annual membership fee may result in Retirees WA (Inc) cancelling the member's Funeral Fund Contract and refunding all payments made by the member less any outstanding membership fees and any administration fee paid. However if this fee is not paid by the due date, and to prevent the member's Funeral Fund Contract being cancelled, Retirees WA (Inc) may withdraw from the member's Funeral Fund entitlements, such amount required to pay the outstanding membership fee. The member would irrevocably appoint Retirees WA (Inc) as agent and attorney of the member for THIS purpose, should the need arise.
3. No receipts shall be recognised unless given on forms provided by Retirees WA (Inc).
4. The Funeral Fund is NOT a savings account and therefore "normal" interest rates do not apply.
5. Members can prepay the Funeral Fund Contract price (The Funeral Director's Professional Service Fee and Administration Fee) in full or by an initial payment of \$75.00 (which includes the ONE OFF \$55 Administration fee) and regular instalments of no less than \$20.00.
6. Superannuants are eligible to join the Funeral Fund twelve (12) months after retirement.

### AUTHORISATION

In no case shall Retirees WA (Inc) be under any liability whatsoever for or toward the cost of any funeral unless the same shall first have been duly authorised in accordance with the Rules and By-Laws of Retirees WA (Inc) and the Funeral Fund Scheme.

### MANAGEMENT OF FUND

The management of the Funeral Fund and matters relating thereto, shall be controlled by the Finance and Administration Committee of Retirees WA (Inc).

Among other things, the amount of the initial Funeral Fund Contract price, the amount of any subsequent increase of the initial Funeral Director's Professional Service Fee (as required by the WAFDA, or any IFD) the due dates for payment of any such subsequent increase in the Funeral Director's Professional Service Fee, the terms governing the relationship between Retirees WA (Inc) and any member who joins the Funeral Fund shall be determined by the Finance and Administration Committee and may be reviewed from time to time.

### BY-LAWS

The Funeral Fund By-Laws may provide for such matters as the terms and conditions upon which funeral benefits are paid, the items covered and included in the funeral benefit, waiting period upon enrolment, and any other matter the Finance and Administration Committee may deem fit.

### ELIGIBILITY TO JOIN

Any person who is in receipt of an aged, invalid or widowed pension and superannuants are eligible to join Retirees WA (Inc) which in turn makes them eligible to join the Funeral Fund. However a superannuant must have been retired twelve (12) months from employment prior to joining the Funeral Fund

### FUNERAL BENEFITS

Subject to variation from time to time by the Finance and Administration Committee, in the case of a funeral duly authorised in accordance with the Rules and By-Laws of Retirees WA (Inc) and the Funeral Fund Scheme, the benefits provided to contributing members by the Funeral Fund Scheme, shall be:-

- (i) the benefit of all or any contracts or arrangements with Funeral Directors now or hereafter entered into by Retirees WA (Inc) for providing to the contributing members, the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery, at a substantially reduced price.

FROM

FROM (THIS) SEP 28 2005 14:04 PST 13:54 No. 6903464395 P. 19

(ii) the payment to the Funeral Director (or, where the deceased member's funeral account has already been paid, to the person who has incurred the cost of the funeral), of the deceased member's funds, including bonuses, the sum total which represents the Funeral Director's Professional Service Fee that is current at the time of the funeral for the Funeral Fund selected and being for the purpose of partially offsetting the total cost of the funeral.

In no case shall Retirees WA (Inc) be responsible for providing a funeral, or liable to pay more than the original Funeral Director's Professional Service Fee specified on the Funeral Fund Contract signed by the member, together with any future increases that may have been required by the WAFDA or any IFD (as the case may be), up until the time of the funeral.

**WAITING PERIOD**

There will be a waiting period of three (3) months before being eligible to receive Funeral Fund benefits. Should death occur during the waiting period, only the amount paid into the Funeral Fund less any administration fee paid, will be refunded to the deceased member's legal personal representative.

However, if the Funeral Director agrees (in its sole discretion) to offer a discounted funeral for the benefit of a deceased member, notwithstanding that death has occurred prior to the expiration of the three month waiting period, then, provided any unpaid contributions of the deceased member are paid by the next of kin or by any other person, then full funeral fund benefits shall be paid by Retirees WA (Inc) as if the deceased member had paid all contributions due up to the date of the funeral.

If after the three month waiting period has elapsed, any unpaid contributions of a deceased member which are not more than one year overdue, are paid by the next-of-kin or by any other person, then full Funeral Fund benefits shall be paid by Retirees WA (Inc) as if the deceased member had paid all contributions due up to the date of the funeral.

**LIQUIDITY OF ASSETS**

The overall assets of the Funeral Fund must at all times be maintained at the level necessary to cover all liability to the Funeral Fund members. Subject to the obligation of the Finance and Administration Committee to maintain a prudent level of the Funeral Fund in cash or liquid assets, in accordance with Retirees WA's constitution, any money standing to the credit of the Funeral Fund may be invested in accordance with Retirees WA's constitution and income from such investments shall form part of the Funeral Fund income.

In order to meet expenses in managing the Funeral Fund, the Finance and Administration Committee may, in its sole discretion, as and when necessary, deduct and pay into the general funds of Retirees WA (Inc), such sum from the annual income of the Funeral Fund as the Committee considers appropriate.

**GRANTING OF BONUSES**

Although the Funeral Fund is NOT a Savings Account, Retirees WA (Inc) may, in its sole discretion, grant bonuses to assist members in paying part of any increase in the Funeral Director's Professional Service Fee, as required by the WAFDA or any IFD (as the case may be), if, and when the necessity arises. Any such bonus must be authorised by the Finance and Administration Committee.

**RELEASE OF MEMBER'S FUNDS**

All benefits from the Funeral Fund to which a member is entitled shall be paid either to the Funeral Director concerned or to the person or persons who have borne the cost of the funeral and be substantiated by the Funeral Director's invoice and the Death Certificate.

Such payment shall discharge the Funeral Fund from any further liability.

**WITHDRAWAL OF FUNDS PRIOR TO DEATH**

If the member wishes to withdraw their funds PRIOR to death, only their CASH contributions less the administration fee paid will be refunded. The member will NOT be entitled to any bonuses earned to date on any such cash contributions that have been invested.

**REJOINING THE FUNERAL FUND**

Any member who wishes to rejoin Retirees WA (Inc) and the Funeral Fund within one year of ceasing to be a member may apply to the Finance and Administration Committee for reinstatement and the Committee shall be entitled to reinstate that member on such terms and conditions as it, in its sole discretion, sees fit. Payment of all outstanding membership fees and Funeral Fund amounts must also be paid in full.

**DISPUTES**

In the event of any dispute concerning matters involving the Funeral Fund, the decision of the Finance and Administration Committee shall be final and binding.

**AUTHORISED OFFICIALS**

Before any person shall be authorised to collect contributions to the Funeral Fund, an agreement shall be signed between such persons and the Chief Executive Officer of Retirees WA (Inc) as representing Retirees WA (Inc) ensuring the finances and safe working of the Funeral Fund.

**WHAT SERVICES AND COSTS ARE COVERED BY THE FUNERAL FUND CONTRACT?**

**FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE CONSISTING OF:-**

1. A private presentable vehicle for removal of deceased from the place of death to the Funeral Director's parlour in normal working hours.
2. Preparation of deceased for burial or cremation
3. A standard size coffin of good material and good workmanship.
4. Use of Funeral Director's chapel for 'viewing'.
5. Use of Funeral Director's chapel for funeral service.
6. A hearse to carry the deceased member's remains to the cemetery.
7. Procurement of Death Certificate, (but not the cost of the Certificate).

**WHAT SERVICES AND COSTS ARE NOT COVERED BY THE FUNERAL FUND CONTRACT?**

**ITEM (A) FIXED MAJOR COSTS SUCH AS:-**

1. Cremation fees and cremation memorials
2. Grave plots and associated burial fees
3. Disposal of ashes etc.

**ITEM (B) OPTIONAL PERSONAL COSTS SUCH AS:-**

1. Minister's fees at church and graveside
2. Doctor's Permit to Cremate
3. Certified copy of Death Certificate
4. Wreaths & flowers
5. Church services
6. Press notices
7. Kilometres in excess of limits laid down in this Funeral Fund Scheme publication
8. Waiting time at church
9. Extra mourning coaches
10. Funeral arrangements made outside normal working hours
11. Use of chapel outside normal working hours
12. Removal of remains outside normal working hours
13. In conjunction funeral fee
14. Oversize coffin
15. Delivery of flowers to hospital etc. after a funeral - WAFDA only
16. Body embalming
17. Superior coffin
18. A sedan mourning coach to convey four (4) mourners to the cemetery from the Funeral Director's parlour and return them to the parlour after the funeral.

NOTE (1) - Some of the costs for the services listed under Item (A) can be prepaid by arranging same with Retirees WA (Inc).

NOTE (2) - Payment of costs for services listed under Items (A) and (B) are the personal representatives' private concern over which RETIREES WA (INC) has no control, unless prepayment is requested. These are additional expenses over and above those expenses for services and costs already included in the member's Funeral Fund Contract price and must be requested in writing to the Funeral Director and paid for by the members personal representative.

- ITEM (A) 1 - 3 Cemetery fees and these require private arrangement (unless prepayment is requested as per Notes (1) and (2) mentioned above)
- ITEM (B) 1,4-6,15 -18 Private arrangement
- ITEM (B) 2 Doctor's fee
- ITEM (B) 3 Registry of Births, Deaths & Marriages fee
- ITEM (B) 7 -14 Funeral Director's charges

The costs which apply to item (B)7 to 14 above are those which have been submitted by the WAFDA or negotiated on behalf of any IFD and agreed to by RETIREES WA (INC). However items (B)13 and (B)14 are subject to negotiation with the IFD.

Item (B)15 is a free service by IFD.

NOTE (3) - See applicable Funeral Fund Information Sheet for details on prices



CTHU SEP 28 2005 14:06:51.13:54/No. 9926464694 p. 15

**IMPORTANT INFORMATION**

- (a) The Funeral Fund Contract price only applies to members who decease within a radius of:
  - (i) 50kms north and south of Perth Central Business District being west of the Brand and South Western Highways and the foothills of the Darling Range. (Northern point is Yanchep and southern point is just south of Port Kennedy (Rockingham).
  - (ii) 10kms from the country Funeral Director's parlour

Provided that in the case of a member who deceases outside the above radii, the terms and conditions of the Funeral Fund Contract shall apply if the personal representatives of the deceased member agree to be responsible for all costs incurred in the transfer of the remains of the deceased member to the Funeral Director's parlour, such costs to be calculated at the rate as stated on the applicable Funeral Fund Information Sheet, for every kilometre travelled outside of such radii.

- (b) Funerals -
  - (i) Will not be carried out on Saturdays, Sundays or Public Holidays except by negotiation with the Funeral Director
  - (ii) Will only be carried out at a cemetery which is within a radius of twenty kilometres of the Funeral Director's parlour. For every kilometre outside such radii, then the costs as stated on the applicable Funeral Fund information Sheet shall apply.
  - (iii) Will be confined to local public cemeteries except by negotiation with the Funeral Director.

eg1: If a metropolitan member wishes to be interred at a country cemetery, then extra costs will be incurred, such as the extra kilometres travelled to the cemetery in excess of the 20km radius limit, in conjunction funeral fee etc.

eg 2: Country members' total funeral costs are governed, to some extent, by the services and/or facilities which are not available in their town ie. extra kilometre costs relating to a cremation which must be carried out in a different town or extra kilometre costs relating to an interment in a cemetery other than the local cemetery, in conjunction funeral fee etc.

**NOTE: - IN CONJUNCTION FUNERAL FEE**

In the situation where a member deceases in one region of Western Australia and the funeral is to be conducted in a different region, necessitating the involvement of two different funeral companies, the following will apply:-

The originating (or sending) funeral company would be paid the Funeral Directors Professional Service Fee, current at the time, which includes the provision of the coffin. The second company responsible for conducting the actual funeral would receive the "in conjunction" funeral fee. In addition to the "in conjunction" funeral fee, the cost of transportation between the two companies will be applicable at the current rate as stated in the Funeral Fund Contract

- (c) The funeral allowance paid under the Repatriation Act 1920/61 and amendments will be paid by the Department concerned to the person responsible for the funeral and Retirees WA (Inc) is in no way concerned with, or liable in respect of, the same.
- (d) In any case where by operation of the law the estate of the deceased member is entitled to recover the amount of funeral expenses from some other person or persons, the Funeral Director may at their option, make such charges in lieu of those under this Funeral Fund Contract as may properly and usually be made for the conduct of the funeral of a person other than a member of Retirees WA's Funeral Fund.
- (e) It is advised that any fees and charges provided under this scheme are maximum fees and charges only. Any Funeral Director can charge, or any next of kin or personal representative handling the funeral arrangements may negotiate, lower fees and charges for any aspect of the funeral of any deceased member.

It is also to be noted that the cost of any funeral will be the cost of the Funeral Director's Professional Service Fee that is current at the DATE THAT THE FUNERAL IS HELD (NOT as at the date of decease).

- (f) Members and their personal representatives are free to choose any Funeral Director, whether they be a Western Australian Funeral Directors Association member or an independent Funeral Director.
- (g) Funeral Fund members are requested to ensure their next of kin or personal representative who will be handling any funeral arrangements are aware of the existence and location of the Funeral Fund Contract and any other relevant papers. This will then enable the next of kin or personal representative to carry out the members wishes in regard to any funeral arrangements.

Funeral Fund members should also advise their next of kin or personal representative to contact Retirees WA (Inc) when the sad event occurs and advise all details including the name of the preferred Funeral Director who will be carrying out the funeral

Failure to follow the procedure outlined in the previous paragraph may result in the loss of the reduced benefits associated with this Funeral Fund Scheme

FROM

**Annexure F**

WAFDA Scheme Document for the period from and including 1 March 2006 up to and including 28 February 2007.

**WESTERN AUSTRALIAN FUNERAL DIRECTORS' ASSOCIATION**

The Funeral Fund, administered by RETIREES WA (INC) is a scheme available to Aged, Invalid and Widowed Pensioners as well as Superannuants. Its purpose is to allow members to prepay costs associated with the Funeral Director's Professional Service Fee relating to either a burial or cremation and this fee consists of the cost of the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery at a substantially reduced cost.

**WHO OPERATES THE WAFDA SCHEME?**

The scheme is **administered by** RETIREES WA (INC) ("RWA") on behalf of the WESTERN AUSTRALIAN FUNERAL DIRECTORS' ASSOCIATION ("WAFDA").

**WHAT ARE THE BENEFITS?**

- a) Offered at a reduced price
- b) Offers terms on low deposit and regular instalments (**minimum deposit \$20 PLUS A ONE OFF \$55 ADMINISTRATION FEE**)
- c) Choice of WAFDA Funeral Director
- d) Benefits the individual
- e) Provides a sensible alternative
- f) Funeral fund benefits are paid regardless of any other benefits to which the deceased or their next of kin may be entitled.

**WHAT DOES IT COST?**

As at 1st March 2006, the reduced WAFDA Funeral Fund Contract price consists of the Funeral Director's Professional Service Fee of \$2,288.00 (inclusive of GST) plus a once only RWA Administration Fee of \$55.00 (inclusive of GST) which totals \$2,343.00 and this reflects an initial substantial saving on the Funeral Director's Professional Service Fee. At any time, the reduced WAFDA Funeral Fund Contract price is quoted at a "today's price" figure and not an inflated one and is current for one year.

However, the WAFDA Funeral Directors' Professional Service Fee of \$2,288.00 is subject to an annual review by the WAFDA. Any increase in the WAFDA Funeral Director's Professional Service Fee will be based on the movement in the Consumer Price Index figures and in specific costs associated solely with this industry.

Bonuses may be granted from time to time (at the discretion of the Finance and Administration Committee of RWA) to offset or partly offset any increase in the WAFDA Funeral Director's Professional Service Fee as required by the WAFDA.

## **COST STRUCTURE OF FUNERAL PRICES**

Most funeral costs can be divided into three categories:-

1. Funeral Director's Professional Service Fee
2. Fixed Major Costs
3. Optional Personal Costs

## **WHAT DOES THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE FOR THE WAFDA FUNERAL DIRECTORS COVER?**

*The Funeral Director's Professional Service Fee of \$2,288.00 covers the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery and these services are listed hereunder:-*

1. A private vehicle for removal of deceased from place of death to Funeral Director's parlour in normal working hours.
2. Preparation of deceased for burial or cremation.
3. A coffin of good material mounted with four handles and a name plate and internally trimmed with basic drapery.
4. Use of the Funeral Director's chapel for "viewing".
5. Use of the Funeral Director's chapel for Funeral Service.
6. A hearse to carry the deceased member's remains to the cemetery.
7. Procuration of Death Certificate (but not the cost of the Certificate).

**All the services stated above will be carried out by the WAFDA Funeral Director and are classed as Funeral Director's Professional Service Fees.**

**ARE THERE ANY OTHER FIXED MAJOR COSTS IN EXCESS OF THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE?**

**YES. Some of the other major costs which would be payable are costs that are required by the various cemeteries (some of which can be prepaid) and are listed hereunder:-**

- a) Cremation costs
- b) Cremation memorials
- c) Grave plots and associated burial fees
- d) Disposal of ashes, etc.

**In most cases these costs are paid in advance by the Funeral Director on behalf of the family and reimbursed by the family to the Funeral Director on receipt of their account.**

**ARE THERE ANY OF THESE OTHER FIXED MAJOR COSTS THAT CAN BE PREPAID?**

**YES. Following the prepayment of the \$2,288.00 WAFDA Funeral Director Professional Service Fee, there are at present, two major costs which can be prepaid. These are:-**

- 1) Cremation fees
  - a) This is a fixed price and is not subject to an expiry date.**
- 2) Purchase of Grant of Right of Burial (i.e. cost of Grave Plot)
  - a) Some conditions apply at Karrakatta**
  - b) The pre-payment for Purchase of Grant of Right of Burial will be subject to renewal after expiration of a time limit. (In most cases 25 years from date of purchase. Country areas may vary).**

The relevant Cemetery Boards or Shires issue a certificate which confirms these pre-payments.

Other pre-payment costs are at present being considered by the Cemetery Boards.

**Please enquire with our staff if further information is required.**

## **ARE THERE ANY OTHER OPTIONAL PERSONAL COSTS WHICH MAY HAVE TO BE PAID BY MY FAMILY?**

**YES.** Other costs, including those of a personal nature, are as stated on the WAFDA Funeral Fund Information Sheet and these costs include press notices, wreaths, flowers, minister's fees etc. If requested by the family, in writing, these costs would be payable by the family as they cannot be prepaid.

The cost of these expenses varies but the amount of the expense is entirely up to the family and this can be conveyed to the Funeral Director at the time.

***In most cases, these expenses are paid in advance by the Funeral Director on behalf of the family and reimbursed by the family to the Funeral Director on receipt of their account.***

## **IS THERE A WAITING PERIOD?**

**YES.** Members are eligible for the benefits of the fund three (3) months after completing the fund agreement. Superannuants are eligible to join the fund twelve (12) months after retirement.

## **HOW CAN I FIND OUT MORE INFORMATION?**

Any queries and further information regarding the fund and its operation, its advantages, and any funeral requirements which may not be covered by the fund please contact :-

**RETIRES WA (INC)  
159 ADELAIDE TERRACE  
PERTH WA 6000**

**PHONE: (08) 9323 3144**

**FOR COUNTRY CALLERS ONLY - TOLL FREE 1800 198 489**

**Fax: (08) 9221 1329**

## FUNERAL FUND INFORMATION SHEET

### YOU ARE COVERED FOR:-

#### FUNERAL DIRECTORS PROFESSIONAL SERVICE FEE CONSISTING OF:-

1. A private vehicle for removal of deceased from place of death to Funeral Directors Parlour in normal working hours.
2. Preparation of deceased for burial or cremation.
3. A coffin of good material mounted with four handles and a name plate and internally trimmed with basic drapery.
4. Use of Funeral Director's chapel for "viewing"
5. Use of Funeral Director's chapel for funeral service.
6. A hearse to carry the deceased member's remains to the cemetery.
7. A sedan mourning coach to convey four (4) mourners to the cemetery from the Funeral Director's parlour and return them to the parlour after the funeral.
8. Procuration of Death Certificate, (but **not** the cost of the Certificate).

### YOU ARE NOT COVERED FOR:-

#### A) FIXED MAJOR COSTS SUCH AS:-

1. Cremation Fees and Cremation Memorials.
2. Grave Plots and associated burial fees.
3. Disposal of ashes etc.

#### B) OPTIONAL PERSONAL COSTS SUCH AS:-

1. Minister's fees at church and graveside.
2. Doctor's Permit to Cremate.
3. Certified copy of Death Certificate.
4. Wreaths and flowers.
5. Church services.
6. Press notices.
7. Kilometres in excess of limits laid down in the Funeral Fund Scheme publication.
8. Waiting time at church.
9. Extra mourning coaches
10. Funeral arrangements made outside normal working hours.
11. Use of chapel outside normal working hours.
12. Removal of remains outside normal working hours.
13. In conjunction funeral fee.
14. Delivery of flowers to hospital etc. after a funeral.
15. Body embalming.

**THE COST OF THIS SERVICE FEE IS THE CURRENT FEE AS SELECTED IN PARAGRAPH A OPTION A OF THE ORIGINAL SIGNED FUNERAL FUND CONTRACT, PLUS ANY FURTHER INCREASES IN THE FUNERAL DIRECTORS PROFESSIONAL SERVICE FEE AS NOTIFIED TO AND PAID BY MEMBERS FROM TIME TO TIME.**

#### PLEASE NOTE:

**(A) Funerals will not be carried out on Saturdays, Sundays or Public Holidays except by negotiation with the Funeral Director.**

**(B) Funerals will be confined to local public cemeteries except by negotiation with the Funeral Director.**

**N.B.** The funeral allowance paid under the Repatriation Act 1920/61 and amendments will be paid by the Department concerned to the person responsible for the funeral and Retirees WA (Inc) is in no way concerned with, or liable in respect of the same.

#### FUNERAL FUND CONTRACT PRICES 2006/2007

(1st MARCH 2006 - 28th FEBRUARY 2007) (Subject to ACCC approval in October 2006)

#### THE FUNERAL FUND CONTRACT PRICE CONSISTS OF:

FUNERAL DIRECTORS PROFESSIONAL SERVICE FEE AS ABOVE (INCLUSIVE OF GST)	\$2,288.00
RETIREES WA (INC) ADMINISTRATION FEE (INCLUSIVE OF GST)	\$ 55.00
	\$2,343.00

#### COST OF EXTRAS WHICH MAY BE REQUIRED BUT *NOT* Included IN CONTRACT PRICE (INCLUSIVE OF GST):-

1. In conjunction funeral fee	\$1,145.00
2. Kilometre charges for hearse and coaches.	
(a) Leaving from parlour for travel to cemetery and exceeding 20 kms radius	
(i) Hearse per km.	\$ 2.65
(ii) Coach per km.	\$ 2.65
(b) Leaving from place other than parlour (eg. church/house) for travel to cemetery and exceeding actual kms from parlour to cemetery	
(i) Hearse per km.	\$ 2.65
(ii) Coach per km.	\$ 2.65
3. Waiting time at church	\$330.00
4. Extra 4 passenger sedan mourning coaches each.	\$275.00
5. Extra limousine mourning coaches each per hour	\$146.00
6. After hours removal of deceased from place of death (means 5.30pm to 7.30am weekdays, weekends and public holidays)	\$325.00
7. After hours funeral arrangements	\$280.00
8. Use of Funeral Director's chapel after hours	\$280.00
9. Member dies outside radius of:	
(i) 50km north and south of Perth CBD, west of the Brand and South Western Highways and the foothills of the Darling Range. Northern point is Yanchep and Southern point is just south of Port Kennedy (Rockingham).	
(ii) 10km from the country Funeral Director's parlour and for transfer of deceased to the Funeral Director's parlour, for every kilometre travelled outside of such radii per km.	\$2.65
10. Superior coffin	Extra cost
11. Additional fee for <b>OVERSIZE</b> coffin	\$170.00

**NB: THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE IS SUBJECT TO AN ANNUAL REVIEW BY THE WESTERN AUSTRALIAN FUNERAL DIRECTORS' ASSOCIATION AND THEREFORE MAY BE SUBJECT TO CHANGE ON 1st MARCH 2007**

KELM

**WESTERN AUSTRALIAN FUNERAL DIRECTORS' ASSOCIATION**  
**FUNERAL DIRECTORS**      **As at MARCH 2006**

AREA	FUNERAL DIRECTOR	ADDRESS	PHONE
BALCATT	Seasons Funerals	401 Wanneroo Road Balcatta 6021	9440 4488
BELMONT	Baskerville Metcalf	8 Hehir Street Belmont 6104	9479 4173
BOORAGOON	Oakwood Funeral Services	506 Marmion St Booragoon 6154	9330 8300
BUNBURY	William Barrett & Sons	9 Spencer Street, Bunbury 6230	9721 4311
BUSSELTON	William Barrett & Sons	17 Albert Street Busselton 6280	9752 1484
CANNINGTON	Bowra and O'Dea	1307 Albany Highway (Cnr George St) Cannington 6107	9461 7133
COLLIE	J. Keenan & Co.	18 Harvey Street Collie 6225	9734 5533
COTTESLOE	Bowra & O'Dea	571 Stirling Highway (Cnr Jarrard St) Cottesloe 6011	9384 2226
DIANELLA	Bowra & O'Dea,	231 Grand Promenade Dianella 6062	9229 7700
DIANELLA	Leanne O'Dea Funeral Directors	231 Grand Promenade, Dianella 6062	9229 7711
ESPERANCE	Esperance Funeral Services	Lot 818 Wood Street, Esperance 6450	9071 2062
FREMANTLE	Prosser Scott & Co Pty Ltd	37 Adelaide Street Fremantle	9335 2682
HARVEY	William Barrett & Sons	59 Uduc Road Harvey 6220	9729 1115
HIGHGATE	Bowra & O'Dea	406 Beaufort St Highgate 6003	9231 5100
HILTON	Bowra & O'Dea	312 South Street Hilton 6163	9239 7744
KALGOORLIE	Goldfields Funeral Directors	46 Cassidy St, Kalgoorlie	9021 2023
KATANNING	B D Coventry & Sons	21 Richardson St Katanning 6317	9821 1079
KELMSCOTT	Seasons	Cnr 2976 Albany Highway, Kelmscott 6111	9495 2400

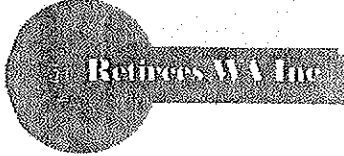


<b>KELMSCOTT</b>	<b>Simplicity Funerals</b>	<b>138 Third Avenue Kelmscott 6111</b>	<b>9390 3000</b>
<b>MANDURAH</b>	<b>Bowra &amp; O'Dea</b>	<b>2 Leslie Street Mandurah 6210</b>	<b>9535 4261</b>
<b>MANDURAH</b>	<b>Chipper &amp; Son</b>	<b>73 Gordon Road, Mandurah 6210</b>	<b>9581 9166</b>
<b>MAYLANDS</b>	<b>Chapel Funerals</b>	<b>196 Whatley Cresc Maylands 6051</b>	<b>9272 6133</b>
<b>MAYLANDS</b>	<b>Christian Funeral Company</b>	<b>302 Whatley Cres Maylands</b>	<b>9370 5315</b>
<b>MEDINA</b>	<b>Bowra &amp; O'Dea</b>	<b>43 Summerton Rd Medina 6167</b>	<b>9236 7733</b>
<b>MERREDIN</b>	<b>Peter Jackson Funeral Directors</b>	<b>10 Fifth Street Merredin 6415</b>	<b>9041 1054</b>
<b>MIDLAND</b>	<b>Bowra &amp; O'Dea</b>	<b>131 Great Eastern Highway Midland 6056</b>	<b>9229 7255</b>
<b>MIDLAND</b>	<b>Purslowe Funeral Homes</b>	<b>Cnr Brockman St &amp; Great Eastern Highway Midland 6056</b>	<b>9274 3866</b>
<b>MYAREE</b>	<b>Chippers</b>	<b>103 Norma Road, Myaree 6154</b>	<b>9330 6344</b>
<b>MYAREE</b>	<b>Funerals Simply</b>	<b>103 Norma Road Myaree</b>	<b>1300 881 954</b>
<b>NORTH PERTH</b>	<b>Purslowe Funeral Homes</b>	<b>15 Scarborough Bch Rd North Perth 6006</b>	<b>9444 4835</b>
<b>NORTHAM</b>	<b>Purslowe Funeral Homes,</b>	<b>264 Fitzgerald Street, Northam 6401</b>	<b>9622 1411</b>
<b>OSBORNE PARK</b>	<b>Simplicity Funerals</b>	<b>442 Scarborough Beach Rd Osborne Park 6017</b>	<b>9443 1666</b>
<b>OSBORNE PARK</b>	<b>Value Funerals</b>	<b>PO Box 195 Osborne Park</b>	<b>9444 4711</b>
<b>PERTH</b>	<b>Bowra &amp; O'Dea</b>	<b>359 Beaufort Street Perth 6000</b>	<b>9328 8406</b>
<b>PERTH</b>	<b>Bowra &amp; O'Dea</b>	<b>68 Stirling Street Perth 6000</b>	<b>9231 5199</b>
<b>PERTH</b>	<b>Pensioner Funerals</b>	<b>359 Beaufort St, Perth 6000</b>	<b>9328 8406</b>
<b>RIVERVALE</b>	<b>Chippers</b>	<b>37 Great Eastern Hwy, Rivervale</b>	<b>9361 6191</b>
<b>ROCKINGHAM</b>	<b>Chippers</b>	<b>69 Dixon Road Rockingham</b>	<b>9528 1244</b>
<b>ROCKINGHAM</b>	<b>Oakwood Funeral Services</b>	<b>6 Robinson Place Rockingham</b>	<b>9529 3399</b>
<b>SOUTH FREMANTLE</b>	<b>Purslowe Funeral Homes</b>	<b>254 Hampton Rd Sth Fremantle</b>	<b>9335 4111</b>
<b>SUBIACO</b>	<b>Chippers</b>	<b>385 Rokeby Road Subiaco 6008</b>	<b>9381 5888</b>

<b>SUBIACO</b>	<b>Mareena Purslowe &amp; Assoc</b>	<b>368 Rokeby Rd Subiaco 6008</b>	<b>9388 1623</b>
<b>SUBIACO</b>	<b>Prosser Scott &amp; Co Pty Ltd</b>	<b>351-357 Hay Street Subiaco 6008</b>	<b>9381 6133</b>
<b>VICTORIA PARK</b>	<b>Purslowe Funeral Homes</b>	<b>289 Albany Highway Vic Park 6100</b>	<b>9361 1185</b>
<b>WANNEROO</b>	<b>Purslowe Funeral Homes</b>	<b>Wanneroo Rd (Cnr Buckingham Drive) Wangara 6065</b>	<b>9409 9119</b>
<b>WESTMINSTER</b>	<b>Bowra &amp; O'Dea</b>	<b>502 Wanneroo Road (Cnr Victoria Road) Westminster 6061</b>	<b>9464 7266</b>
<b>WILLETTON</b>	<b>Just Cremations</b>	<b>15 Augusta St, Willetton 6155</b>	<b>9354 8770</b>
<b>WILLETTON</b>	<b>Mareena Purslowe</b>	<b>8 Augusta Street Willetton 6155</b>	<b>9457 0044</b>
<b>WILLETTON</b>	<b>Seasons</b>	<b>15 Augusta Street Willetton 6155</b>	<b>9354 8811</b>

**Annexure G**

IFD Scheme Document for the period from and including 1 March 2006 up to and including 28 February 2007.



**IFD FUNERAL FUND SCHEME**  
1 March 2006 – 28 February 2007

**INDEPENDENT FUNERAL DIRECTORS**

The Funeral Fund, administered by RETIREES WA (INC) is a scheme available to Aged, Invalid and Widowed Pensioners as well as Superannuants. Its purpose is to allow members to prepay costs associated with the Funeral Director's Professional Service Fee relating to either a burial or cremation and this fee consists of the cost of the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery at a substantially reduced cost.

**WHO OPERATES THE IFD SCHEME?**

The scheme is administered by RETIREES WA ("RWA") on behalf of the INDEPENDENT FUNERAL DIRECTORS ("IFD").

**WHAT ARE THE BENEFITS?**

- a) Offered at a reduced price
- b) Offers terms on low deposit and regular instalments (minimum deposit \$20 PLUS A ONE OFF \$55 ADMINISTRATION FEE and minimum instalments of \$20)
- c) Choice of Independent Funeral Director
- d) Benefits the individual
- e) Provides a sensible alternative
- f) Funeral fund benefits are paid regardless of any other benefits to which the deceased or their next of kin may be entitled.

**WHAT DOES IT COST?**

As at 1st March 2006, the reduced IFD's Funeral Fund Contract price consists of the Funeral Director's Professional Service Fee of \$2,030.00 (inclusive of GST) plus a once only RWA Administration Fee of \$55.00 (inclusive of GST) which totals \$2,085.00 and this reflects an initial substantial saving on the Funeral Director's Professional Service Fee. At any time, the reduced IFD's Funeral Fund Contract price is quoted at a "today's price" figure and not an inflated one and is current for one year.

However, the IFD's Funeral Director's Professional Service Fee of \$2,030.00 is subject to an annual review. Any increase in the IFD Funeral Director's Professional Service Fee would be based on the Perth annual Consumer Price Index increase assessed and announced as at the end of the December quarter of any year.

Bonuses may be granted from time to time (at the discretion of the Finance and General Purposes Committee of RWA) to offset or partly offset any increase in the IFD's Funeral Director's Professional Service Fee as required by the Independent Funeral Directors.

### **COST STRUCTURE OF FUNERAL PRICES**

Most funeral costs can be divided into three categories:-

1. Funeral Director's Professional Service Fee
2. Fixed Major Costs
3. Optional Personal Costs

### **WHAT DOES THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE FOR THE IFD FUNERAL DIRECTORS COVER?**

*The Funeral Director's Professional Service Fee of \$2,030.00 covers the necessary services required and associated with the removal of the deceased from the place of death to the arrival of the funeral at the cemetery and these services are listed hereunder:-*

1. A presentable vehicle for removal of deceased from place of death to Funeral Director's parlour in normal working hours.
2. Preparation of deceased for burial or cremation.
3. A standard size coffin of good material and good workmanship with handles, an inscribed name plate and with the inside trimmed and cross or crucifix if applicable (minimum value \$595.00).
4. Use of the Funeral Director's chapel for 'viewing'.
5. Use of the Funeral Director's chapel for funeral service.
6. A hearse to carry the deceased members remains to the cemetery.
7. Procurement of Death Certificate (but not the cost of the Certificate).

*All the services stated above will be carried out by the IFD Funeral Director and are classed as Funeral Director's Professional Service Fees.*

**ARE THERE ANY OTHER FIXED MAJOR COSTS IN EXCESS OF THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE?**

*YES. Some of the other major costs which would be payable are costs that are required by the various cemeteries (some of which can be prepaid) and are listed hereunder:-*

- a) Cremation costs
- b) Cremation memorials
- c) Grave plots and associated burial fees
- d) Disposal of ashes, etc.

*In most cases these costs are paid in advance by the Funeral Director on behalf of the family and reimbursed by the family to the Funeral Director on receipt of the Funeral Director's account.*

**ARE THERE ANY OF THESE OTHER MAJOR COSTS THAT CAN BE PREPAID?**

*YES. Following the pre-payment of the \$2,030.00 IFD'S Funeral Directors Professional Service Fee, there are at present some major costs which can be prepaid. These are:-*

- 1) Cremation fees
  - a) *This is a fixed price and is not subject to an expiry date.*
  - b) *Some cemeteries do not offer this service*
- 2) Purchase of Grant of Right of Burial (ie cost of Grave Plot)
  - a) *Some conditions apply at Karrakatta*
  - b) *The pre-payment for Purchase of Grant of Right of Burial will be subject to renewal after expiration of a time limit. (In most cases 25 years from date of purchase. Country areas may vary).*
- 3) Purchase of Certificate of Interment (i.e. cost of actual burial fee)
  - a) *This is a fixed price and is not subject to an expiry date*
  - b) *Some country cemeteries do not offer this service.*

The relevant Cemetery Boards or Shires issue a certificate which confirms these pre-payments.

*If further information is required please contact our staff.*

THU SEP 28 2006 12:47:31.12:36/No. 6923464392 P. 14



**YES.** Other costs, including those of a personal nature, are as stated on the Independent Funeral Directors Funeral Fund Information Sheet and these costs include press notices, wreaths, flowers, minister's fees, in-conjunction funeral fee, etc. If requested by the family, in writing, these costs would be payable by the family as they cannot be prepaid.

The cost of these expenses varies but the amount of the expense is entirely up to the family and this can be conveyed to the Funeral Director at the time.

*In most cases, these expenses are paid in advance by the Funeral Director on behalf of the family and reimbursed by the family to the Funeral Director on receipt of the Funeral Director's account.*



**YES.** Members are eligible for the benefits of the fund three (3) months after completing the fund agreement. Superannuants are eligible to join the fund twelve (12) months after retirement.



Any queries and further information regarding the fund and its operation, its advantages, and any funeral requirements which may not be covered by the fund please contact :-

**RETIREES WA (INC)**  
Suite 2/915 Albany Highway  
East Victoria Park WA 6101  
**PHONE: (08) 9254 0192**  
**FAX: (08) 9355 1923**  
**COUNTRY CALLERS ONLY - TOLL FREE 1800 198 489**

FROM

THURSDAY 23 2006 12:46:51 PM 9929464392 P 15

**INDEPENDENT FUNERAL DIRECTORS - FUNERAL FUND INFORMATION SHEET**

**YOU ARE COVERED FOR:**

**FUNERAL DIRECTORS PROFESSIONAL SERVICE FEE CONSISTING OF:**

1. A presentable vehicle for removal of deceased from place of death to Funeral Directors Parlour in normal working hours.
2. Preparation of deceased for burial or cremation.
3. A standard size coffin of good material and good workmanship with handles, an inscribed name plate and with the inside trimmed and cross or crucifix if applicable (minimum value \$595.00).
4. Use of Funeral Director's chapel for viewing.
5. Use of Funeral Director's chapel for funeral service.
6. A hearse to carry the deceased member's remains to the cemetery.
7. A sedan mourning coach to convey four (4) mourners to the cemetery from the Funeral Director's parlour and return them to the parlour after the funeral.
8. P of Death Certificate (but not the cost of the Certificate).

**YOU ARE NOT COVERED FOR:**

**A) FIXED MAJOR COSTS SUCH AS:-**

1. Cremation Fees and Cremation Memorials.
2. Grave Plots and associated burial fees.
3. Disposal of ashes etc.

**B) OPTIONAL PERSONAL COSTS SUCH AS:-**

1. Minister's fees at church and graveside.
2. Doctor's Permit to Cremate.
3. Certified copy of Death Certificate
4. Wreaths and flowers.
5. Church services.
5. Press notices.
7. Kilometres in excess of limits laid down in the Funeral Fund Scheme publication.
8. Waiting time at church.
9. Extra mourning coaches
10. Funeral arrangements made outside normal working hours.
11. Use of chapel outside normal working hours.
12. Removal of remains outside normal working hours.
13. In conjunction funeral fee.
14. Oversize coffin.
15. Body embalming.
16. A sedan mourning coach to convey four (4) mourners to the cemetery from the Funeral Director's parlour and return after the funeral Max. \$238.00 (see below)

N>B> - The funeral allowance paid under the Repatriation Act (1920/6) and amendments will be paid by the Department concerned to the person responsible for the funeral and RETIREES WA (inc) is in no way concerned with, or liable in respect of the same.

FROM



FROM (THU) SEP 03 2015 12:49:51.12188766.6923464392 P.16

**THE COST OF THIS SERVICE FEE IS THE CURRENT FEE AS SELECTED IN PARAGRAPH A OPTION B OF THE ORIGINAL SIGNED FUNERAL FUND CONTRACT, PLUS ANY FURTHER INCREASES IN THE FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE AS NOTIFIED TO AND PAID BY MEMBERS FROM TIME TO TIME.**

**PLEASE NOTE:**

- (A) Funerals will not be carried out on Saturdays, Sundays or Public Holidays except by negotiation with the Funeral Director.
- (B) Funerals will be confined to local public cemeteries except by negotiation with the Funeral Director.

N.B. - The funeral allowance paid under the Repatriation Act 1920/61 and amendments will be paid by the Department concerned to the person responsible for the funeral and RETIREES WA (Inc) is in no way concerned with, or liable in respect of the same.

**FUNERAL FUND CONTRACT PRICES 2006/2007 (1st March 2006 - 28th February 2007)  
THE FUNERAL FUND CONTRACT PRICE CONSISTS OF:**

FUNERAL DIRECTORS PROFESSIONAL SERVICE FEE AS ABOVE (INCLUSIVE OF GST)	\$2,030.00
RETIREES WA (INC) ADMINISTRATION FEE (INCLUSIVE OF GST)	\$ 55.00
	<b>\$2,085.00</b>

**COST OF EXTRAS WHICH MAY BE REQUIRED BUT NOT INCLUDED IN CONTRACT PRICE: - (INCLUSIVE OF GST)**

1. In conjunction funeral fee Subject to Negotiation
2. Kilometre charges for hearse and coaches
  - (a) Leaving from parlour for travel to cemetery and exceeding 20 kms radius
    - (i) Hearse per km. \$1.32
    - (ii) Each coach per km. \$1.32
  - (b) Leaving from place other than parlour (eg. church/house) for travel to cemetery and exceeding actual kms from parlour to cemetery
    - (i) Hearse per km. \$1.32
    - (ii) Each coach per km. \$1.32
3. Cost of hiring church (if applicable) from \$134.00
4. Waiting time at church from \$134.00
5. Each 4 passenger sedan mourning coach \$238.00
6. Extra limousine mourning coaches each \$238.00
7. After hours removal of deceased from place of death (means 5.30pm to 7.30am weekdays, weekends and public holidays) \$134.00
8. After hours funeral arrangements \$134.00
9. Use of Funeral Director's chapel after hours \$134.00
10. Member dies outside radius of
  - (i) 50km north and south of Perth CBD, west of the Brand and South Western Highways and the foothills of the Darling Range. Northern point is Yanchep township and Southern point is just south of Port Kennedy (Rockingham township).
  - (ii) 10km from the country Funeral Director's parlour and for transfer of deceased to the Funeral Director's parlour, for every kilometre travelled outside of such radius per km. \$1.32
11. Superior coffin Extra cost over value of \$595.00 as stated above
12. Delivery of flowers to hospital etc. after a funeral No Charge

**NB: THE INDEPENDENT FUNERAL DIRECTOR'S PROFESSIONAL SERVICE FEE IS SUBJECT TO AN ANNUAL REVIEW AND THEREFORE MAY BE SUBJECT TO CHANGE ON 1ST MARCH 2007.**

(THU) SEP 28 2006 12:49 / ST. 12:36 / No. 6923464392 P. 17

**LIST OF INDEPENDENT FUNERAL DIRECTORS**

**AS AT 1 MARCH 2006**

ALBANY	Albany Funeral Directors 77-81 Grey Street, Albany 6330	9842 3443
	Bethany Funerals 7 Prior Street ALBANY 6330	9841 7177
BRIDGETOWN	Archer & Sons Funeral Homes 137 Roe Street, Bridgetown 6255	9761 2598
GERALDTON	Bethany Funerals 122 North West Coastal Highway GERALDTON 6530	9954 3767
MADDINGTON	Classic Funerals 1/79 Kelvin Road, Maddington 6109	1300 554 300
MADDINGTON	Hetherington Funerals U1/79 Kelvin Road MADDINGTON WA 6109	9459 2846
MALAGA	Personal Funerals All Mail to PO BOX 645, JOONDALUP WA 6919	9300 5299
MANJIMUP	Archer & Sons Funeral Homes 50 Rose Street, Manjimup 6258	9777 1334
MAYLANDS	Funeralcare 303 Railway Parade, Maylands 6051	9371 7177
NORSEMAN	Hogan P & L Funeral Directors PO BOX 249, Norseman 6443	9039 1117

FROM