

## **Terms and Conditions BPCPA (Business Practices and Consumer Protection Association)**

1. Pending disposition, the deceased will be sheltered at Simply Cremations. Unit 8-2064 Henry Avenue West Sidney BC.
2. Embalming is NOT a legal requirement but may be necessary in some cases. (eg: Air Transportation, long term storage of human remains). Embalming is recommended where viewing or visitation Services have been requested. Embalming cannot take place without the written permission of the executor.
3. I understand that the Executor of Legal Next of Kin has a choice to identify, or not identify the body of the decedent. It is not mandatory. If I choose not to identify the body of the decedent, the Funeral Home will rely solely upon the identification made by the institution or organization releasing the decedent. I understand the forgoing and do hereby release and forever discharge the funeral home, its employees, agents and representatives of and from any claims and liabilities which may arise from errors in the identification of the decedent, regardless of the manner in which any such error may arise or occur.
4. The purchaser represents that he/she/they share legally authorized of charge to control the disposition of the deceased, as determined by the Cremation Interment and Funeral Services Act Section 5 (1) and further acknowledge that the Funeral Home, it's employees, agents and representatives are acting in reliance upon this representation. If there is more than one Legal Next of Kin (ie: Parents) Both individuals must sign all documents.
5. The deceased will be weighed at the both the hospital (if applicable) and the crematorium facility. If the weight of the deceased and casket combined is 300 lbs or over, a crematorium service fee of \$150 will apply for cremation of an oversized individual. (A fee of \$295 will apply for handling of oversize remains, this applies to individuals exceeding 250 lbs. \*additional staff required for casketing and operation of equipment \*
6. The purchaser acknowledges that the weight limit for the standard cremation container is 295 lbs. If the weight of an individual is 300lbs plus an oversized cremation container will be utilized at a fee of \$495. Depending on weight distribution (375lbs plus), a Universal Casket may have to be used at a fee of \$550.
7. The purchaser acknowledges that he / she was offered a copy of the general price list prior to selecting the services and merchandise which are the subject of this agreement.
8. If this agreement is signed by the purchaser at any place other that the funeral providers place of business and the agreement has not been substantially performed, the purchaser has 24 hours in which to cancel the agreement without penalty but subject to payment for services provided to the time of cancellation
9. After the period of 90 days, cremated remains still in the care of Simply Cremations will

be subject to a storage fee of \$100 per month or portion of 1 month. Simply Cremations will not assume liability for the shipment of cremated remains if the client has a local contact who can orchestrate shipping procedures (exceptions will be made for clients who have no local contact. A waiver must be signed by the Executor or Legal Next-of-Kin in these cases).

10. A funeral provider in the province of British Columbia must pay to the Business Practices and Consumer Protection Authority (BPCPA) as part of the fees payable for the funeral providers licence to operate, a \$48 administration fee for each death registered in the province of British Columbia under the Vital Statistics Act by a Funeral Director employed by or under contract to the funeral provider.

11. I understand that cremated remains and all pertinent documentation (including the original death certificate), will be made available up to 10 business days from the date of the initial contact with the funeral provider. Cremated remains and associated documents required earlier than the aforementioned time frame will be subject to a Rush Cremation fee of \$385. A Rush Cremation is subject to the crematory's availability and scheduling accommodations.

\*Death certificates can be issued in advance of cremation upon payment in full of the funeral services contract”

12. All credit card transactions are subject to a 2.4% processing fee (added to the balance of the contract after taxes).

13. PST (7%) will be applied to all merchandise (urns, jewelry, casket upgrades, support trays and the Closing Affairs/Executor Toolkit)

14. Gulf Island Transfers - \$989 + taxes (BASE COST-equipment, mileage fee, covers 4 hours of dispatch time). Price subject to change according to the duration of time that it takes to complete the transfer, from the point that the attendant(s) enter the ferry line to the point that the deceased is brought into the care of Simply Cremations. Should the transfer exceed the 4 hours covered in the base cost, a fee of \$50 per single attendant and \$75 for two attendants per hour will apply for each hour the transfer vehicle remains dispatched. \_\_\_\_\_(initial)

15. I understand that the Funeral Services Contract and Terms and Conditions must be signed by the Executor / Legal Next of Kin PRIOR to any services being provided. This can be accomplished via email, text or in person.

I have read and understand the Terms and Conditions

Name \_\_\_\_\_

Signature \_\_\_\_\_