





Darkinjung Message

I trust this booklet will assist you in understanding more about Darkinjung Local Aboriginal Land Council's (LALC) Funeral Fund, and its benefits to you and our members.

We are committed to what we see as our responsibility to support our members and the Aboriginal population within our boundaries.

The Funeral Fund is an initiative designed to offer peace of mind and security to you and your family – when you need it the most.

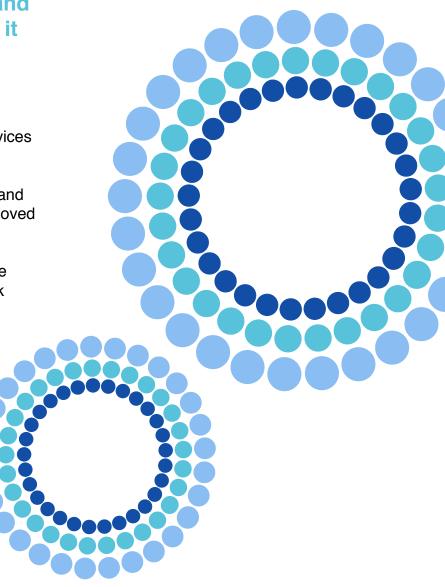
Our flexible funeral plans are specifically tailored to our members to help meet the costs of culturally appropriate funeral services for our people.

The cost of a funeral can be unexpected and the costs incurred are often passed onto loved ones or members of the community.

Planning ahead can put your mind at ease knowing that you have taken steps to look after your families best interests. As a LALC, we are also committed to inspiring and respecting Aboriginal traditions and cultural values for the benefit of the entire community.

Should you have any questions about the Funeral Fund, offered to members of Darkinjung LALC, please contact us.

Darkinjung Local Aboriginal Land Council



About Darkinjung Local Aboriginal Land Council

Darkinjung Local Aboriginal Land Council (LALC) is committed to improving, protecting and fostering the best interests of our members and all Aboriginal people within our boundaries.

This is supported by our vision to engage with and provide a strong economic and social environment for our community, strengthen our cultural identity and values.

The purpose of Darkinjung LALC is to strengthen our position as a leader in business, through promotion and advocacy that inspire and respect Aboriginal traditions and cultural values for the whole community.

With the fastest growing Aboriginal community in Australia right here on the Central Coast, we are committed to our people, our culture, our heritage, our land and our environment. We are working to continue to achieve results and reach new milestones for Darkinjung and its members.

In addition to the various programs Darkinjung LALC offers to promote and advocate on behalf of the local Aboriginal population - by way of land management, sustainability, employment, enterprise and business development, and economic progress.

We also run an affordable Funeral Fund on behalf of our members and their dependants.



About the Funeral Fund

The Darkinjung Funeral Fund provides members, their spouse and dependents with an affordable funeral service.

Paying a small contribution towards your Funeral Fund allows peace of mind, that expenses will be covered at the time of death. This reduces the financial burden on family and friends already coping with the loss of a loved one when you pass away.

The Funeral Fund Covers:

- · Site fees
- Headstone
- Medical certificates
- Cremation or burial
- Shared sites
- · Coffin and Clergy/Celebrant/Elder
- Indigenous Ceremony
- Press notice
- Condolence book
- Hearse
- Organist fees
- Floral tributes
- · Bereavement payment (limited to \$850)

The Funeral Benefit:

The maximum total benefit payable for any individual contributor is \$6,850.

How much does it cost:

Funeral Fund membership costs \$3.50 per week for an adult and \$0.50 per week for a dependant child.

Funeral Fund payments are debited from your bank account of your choice on a weekly, fortnightly, monthly or annually basis.

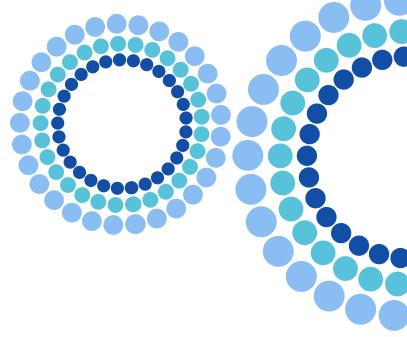
A monthly payment is calculated using the following formula:

Your weekly payment multiplied by 52 weeks, then divided by 12 months.

For example: \$3.50 x 52 weeks / 12 months = \$15.17 per month.

Within this booklet you will find all the information required for the Funeral Fund, including a check-list, application form and terms and conditions of cover.

Should you have any enquires regarding your application, feel free to call the Darkinjung office during business hours on (02) 4351 2930.



Funeral Fund Checklist

Please take the time to review the following checklist to ensure you have provided and completed everything prior to submitting your membership application form. This will help ensure that we have everything needed to process your application in a timely manner.

1. Complete all sections in the New Contributor Application Form (which can be found on the following pages of this booklet or online at www.darkinjung.com.au).

Please check that the following information is provided:

- Main applicant details
- · Secondary applicant details
- Listed dependants
- Nominated representative(s)
- Nominated funeral service provider
- Signed declaration
- Bank account details on the Direct Debit form
- Confirmation of the amount to be withdrawn as per the Direct Debit form
- Frequency of Direct Debits
- · Date of the first Direct Debit
- Direct Debit authorisation form
- 2. Please ensure you have provided two sources of identification for each applicant (the main and secondary applicants).

This must include at least one copy of a primary type of photo ID per applicant. Such as a:

- Driver's Licence
- Passport
- RMS Photo ID card

Plus a copy of one of the following secondary types of ID is also required for each applicant:

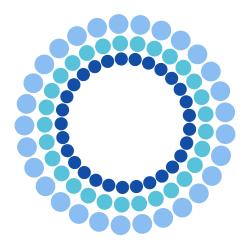
- Medicare card
- Student or pensioner card
- Debit or credit card

3. Dependants

Please provide a copy of a Birth Certificate, Extract of Birth Certificate, or an Adoption Certificate for each dependant.

For dependants between the ages of 16 and 25 years who are studying, you will also be required to provide evidence of fulltime study. Proof can be in the form of a current academic transcript, or enrolment details.

For your peace of mind, you can be assured that you will have immediate coverage, as per the terms and conditions of the Funeral Fund.



New Contributor Application Form

Contributor I.D.

Applicant 1 Details: (please	se fill out all details)				
Title (Mr/Mrs/Ms/Miss/Dr):		Surname:		Middle Name:	
First Name(s):		Sex (M/F):		Relationship Status:	
Home Address:					
City/Suburb:		State:		Postcode:	
Contact Telephone:		(Home):		(Mobile):	
Mailing Address (if different from home address):					
City/Suburb:		State:		Postcode:	
Date of Birth:		Email:			
Upon passing away, would	or cremated?	(tick one):	Buried	Cremated	

Applicant 2 (Spouse/Partner) Details: (If applicable)					
Title (Mr/Mrs/Ms/Miss/Dr):		Surname:		Middle Name:	
First Name(s):		Sex (M/F):		Relationship Status:	
Home Address:					
City/Suburb:		State:		Postcode:	
Contact Telephone:		(Home):		(Mobile):	
Mailing Address (if different from home address):					
City/Suburb:		State:		Postcode:	
Date of Birth:		Email:			
Upon passing away, would you prefer to be buried or cremated? (tick one): Buried Cremated					Cremated

Would you like to register your dependents in this fund* (Yes/No)

* At a cost of \$0.50 per dependent per week.

Do you have any Dependents? (Yes/No):			If yes, How Many?	
Please enter details of Dependent(s) below				
Name	D.O.B	Sex (M/F)	Full time Student? (16-25 yrs old)	Proof of Birth*
			(, , ,	

Note: - If you have additional dependents, please attach an A4 sheet including relevant details with this application. - Evidence of full time studies to be provided.

* Proof of birth may include Birth Certificate, Extract of Birth Certificate, or an Adoption certificate.

- Dependants will be buried/cremated in the same method as the Applicant.

Your dependants must also sign this form if aged over 18 years.

Signed (Dependant 1)	Date	Signed (Dependant 2)	Date
	//		//

Darkinjung Funeral Fund Pty Ltd

Representative 1		
Title (Mr/Mrs/Ms/Miss/Dr):	Surname:	Middle Name:
First Name(s):	Sex (M/F):	Relationship Status:
Home Address:		
City/Suburb:	State:	Postcode:
Contact Telephone:	(Home):	(Mobile):
Mailing Address (if different from home	address):	
City/Suburb:	State:	Postcode:
Date of Birth:	Email:	
Relationship to you:	· · · ·	

Representative 2				
Title (Mr/Mrs/Ms/Miss/Dr):	Surname:	Middle Name:		
First Name(s):	Sex (M/F):	Relationship Status:		
Home Address:				
City/Suburb:	State:	Postcode:		
Contact Telephone:	(Home):	(Mobile):		
Mailing Address (if different fro	om home address):			
City/Suburb:	State:	Postcode:		
Date of Birth:				
Relationship to you:				

Please note:

1 If one of your representatives will be organising your funeral, they may be eligible for bereavement payment of up to \$850 to assist with out of pocket expenses.

2 Dependant/representative are Applicant 1 or Applicant 2 (by default).

3 You should obtain your aurthorised representatives consent to being appointed.

Preferred Service Provider: (note – if a Preferred Service Provider is not specified, you agree to the Fund using its default funeral service provider)				
Company Name:				
Business Address:				
City/Suburb:	State:	Postcode:		
Contact Telephone:	Home	Mobile:		
Contact Name:		· · ·	•	

Please note: please ensure you have completed a Direct Debit Application form

The Fund strongly advises each Applicant to see a solicitor about making a will.

Declaration

I hereby declare that:

- 1. I wish to be registered with the Darkinjung Funeral Fund PTY LTD;
- 2. I am a member of Darkinjung Local Aboriginal Land Council;
- 3. I give permission to the Funeral Fund administrator to contact Darkinjung Local Aboriginal Land Council to confirm my/our membership;
- 4. To the best of my knowledge, all details provided by me in this application form are true and correct;
- 5. I agree that the following amount is to be deducted from my nominated Bank Account, reflecting \$3.50 per adult, and \$0.50 per dependant per week.
- 6. I have read and understood the terms and conditions for entry into the Funeral Fund attached to this application form, and agree to be bound by them.

Signed (Applicant 1)	Date
	//
Signed (Applicant 2)	Date
	//

The Fund strongly advises each Applicant to see a solicitor about making a will.

Office Use Only

			Initial				Initial
Completed ID Check*			Application Fo	rm Completed and S	igned		
Completed Direct Debit Form			Membership Confirmed				
Completed Gov	ernment Be	enefit Check**		Completed Salary Verification Check***			
Date of Application: Membership Number							
Regularity of Debits(tick one):							
Weekly	Fortnightl	y Mon	thly	Quarterly	Semi Annually	Annually	

*Minimum 20 points of Identification are to be provided, with copies to be taken for both. These must include at least 1 primary type of ID (e.g. Drivers Licence, Birth Certificate, or Genuine Photographic ID – 10 points each). Other acceptable secondary types of ID include Medicare card, student/pensioner card, credit card etc (5 points each).

**Applicable only if applicant receives a government benefit. A letter verifying payment, payment type, frequency and day of the week the benefit is paid should be provided.

***if applicant does not receive a government benefit, three consecutive payslips (most recent payslip not being more than two weeks old); or a current bank statement from the bank account nominated on the direct debit form.





On completion of the New Contributor form, please send your application form and all supplementary information addressed to:

Darkinjung Funeral Fund PTY LTD PO BOX 401 Wyong NSW 2259

You are also welcome to drop off your application in person to the Darkinjung LALC offices located at 168 Pacific Highway Watanobbi NSW 2259.

DIRECT DEBIT APPLICATION

Request to establish Debit Authority

Please complete:

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Financial Institution Name:	
Financial Institution Address:	
City, State and Postcode:	

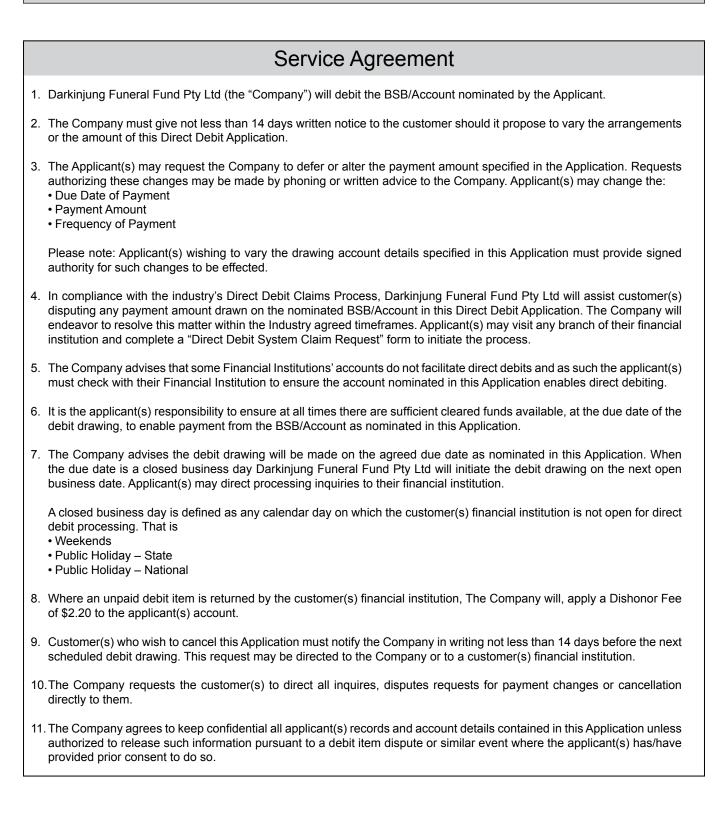
I/We	(Applicant)
	Customer Name(s) marking Direct Debit Application
of	
	Customer Residential Address
	Postcode
, ,	Funeral Fund Pty Ltd (ACN 111 761 141) (Company) with User ID Number 311822 debited from my/our account, held with the Financial Institution identified above, as below.
The payment is for \$	to be debited (weekly/fortnightly/monthly/quarterly/biannually/annually).
Identified by Reference Info	ormation : (Membership Number)
I am paid on the/	/ and authorise the Company to make the first debit deduction on that day.

Schedule			
Details of account to be debited:			
Account name:			
Financial Institution's BSB:			
Account Number:			
(Please check with your Financial Institution to ensure the account nominated will facilitate direct debiting. See attached Service Agreement Clause 5.			

Direct Debit Authorization		
I/We have read and understood the "Service Agreement" overleaf and acknowledge and agree to it.		
I/We request the direct debit payment remain in force in accordance with The Application described above and in compliance with the "Service Agreement" overleaf.		
Applicant Signature(s):	1	Date:
2	2	Date:

DIRECT DEBIT APPLICATION

Request to establish Debit Authority within the Direct Debit System





Darkinjung Funeral Fund Pty Ltd Terms & Conditions

1 GENERAL

When you sign the application form to become a Contributor to Darkinjung Funeral Fund Pty Limited which is attached to these Terms and Conditions, You agree to be bound by the Rules of the Fund, the By-Laws of the Darkinjung Funeral Fund Pty Limited and these Terms and Conditions relating to Your relationship with the Company and the Fund.

2 PRECEDENCE

If there is any inconsistency or contradiction between the documents relating to the Company or the Fund and Your relationship with them, these Terms and Conditions prevail then the Rules of the Fund, then the By-Laws of the Company, then any marketing or other material published by the Fund or the Company.

3 ELIGIBILITY

- (a)To be a Contributor to the Fund and to be entitled to Benefits, You must be a member of Darkinjung Local Aboriginal Land Council (DLALC).
- (b) If You are a member of DLALC, You may apply to sponsor Your spouse and Dependant Children to become Contributors also (whether or not they are DLALC members) and, with acceptance of the sponsorship by the Company and payment of the relevant Contribution, they will become Contributors (not DLALC members).
- (c)If You stop being a member of DLALC, You may continue as a Contributor of the Fund and be entitled to the Benefits.
- (d)The Company reserves its rights to reject any sponsorship applications lodged by a member.

4 CONTRIBUTIONS

- (a)Contributions for You or any spouse sponsored by You (and agreed by the Company) are \$3.50/wk each, or another amount as determined by the Company from time to time.
- (b)If You have a Dependant Child, which the Company allows You to sponsor and You pay an additional \$0.50/wk or another amount as determined by the Company from time to time for each sponsored child, they will be entitled to the Benefits.
- (c)All Contributions include GST (if any is payable) and other taxes.
- (d)Your Contributions (and any Contributions of a non-member spouse or Dependant Child sponsored by You) must be paid by direct debit and can either be paid weekly, fortnightly, monthly, quarterly, biannually or annually in advance. You must elect which payment frequency You prefer and complete the Direct Debit Application Form.

5 FAILURE TO MAKE PAYMENT

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- (a)Failure to make a payment when it is due will constitute a breach of these Terms and Conditions. If this occurs, the Company will give You notice stating the amount overdue and requiring full payment of all overdue money and any fees or penalties which may be charged by a financial institution in relation to the non-payment.
- (b)If You elect to pay weekly, fortnightly or monthly and You have two overdue payments, Your membership of the Fund becomes inactive and Your status as a Contributor is suspended.
- (c)If You elect to pay quarterly, biannually or annually and You fail to make payment within 30 days after the due date, Your membership of the Fund becomes inactive and Your status as a Contributor is suspended.
- (d)Except in the event of Incapacitation, when suspended, You are not covered by the Fund or entitled to Benefits.
- (e)If You are Incapacitated, any Contributions not paid by you will be deducted from the bereavement payment referred to in clause 8(b).
- (f) If Your membership is terminated because You do not pay the prescribed fee or withdraw from the Fund, any non-member spouse or Dependant Child previously sponsored by You that continues to make their respective payments, will remain a member and be entitled to the Benefits.
- (g)If all overdue payments and any fees or penalties charged by a financial institution in relation to any non-payment are paid, Your suspension may be lifted two months after such payment.
- (h)If You are suspended more than three times, a Reinstatement Fee

will be charged for each reinstatement thereafter.

(i) If all overdue payments and any fees or penalties charged by a financial institution in relation to the non-payment are not paid within [12] months, Your status as a Contributor will be terminated. If you choose to become a Contributor at any time after termination, You must pay the Reinstatement Fee. Any Contributions made prior to termination will not be returned.

6 TERMINATION - WITHDRAWAL

- (a) You may terminate Your membership in the Fund at any time by giving 14 days written notice to the Company of Your intention to stop being a Contributor. The Company will continue to make direct debit deductions until notified by You of Your Termination.
- (b)Any Contributions made prior to Termination will not be refunded. (c)Subject to clause 5(f), any spouse or Dependant Child You
- sponsored who is not a member of DLALC will continue to be a Contributor entitled to Benefits.

7 ENTITLEMENT TO BENEFITS

- (a)On the death of a Contributor, the Fund will pay the Benefit to an Approved Funeral Service Provider chosen by a legal personal representative of the Contributor or the Contributor themselves. This nomination can be made by the Contributor on the application for membership of the Fund or at any time after becoming a member of the Fund.
- (b)The Benefit will be paid to the Approved Funeral Service Provider upon the Approved Funeral Service Provider submitting a tax invoice for the approved items to the Company.
- (c)If You do not nominate an Approved Service Provider, the Company will nominate a funeral service provider on your behalf.
- (d)If You wish to use a funeral service provider who is not an Approved Funeral Service Provider, You may request the Company to accept your requested provider as an Approved Funeral Service Provider.
 8 COVERAGE
- (a) The Maximum total Benefit payable for any single Contributor
- (a) The Maximum total benefit payable for any single Contributor is \$6,850.(b) The Benefit must be used only for expenses directly related to the
- (b) The Benefit must be used only for expenses directly related to the funeral of a Contributor being: medical certificates; cremation or burial fees, hearse fees, site fee, headstone, coffin, clergy / celebrant / Elder, ceremony (including Indigenous ceremonies, however You must choose only one), press notice, condolence book, organist fees, floral tributes, bereavement payment (limited to \$850) or such other expenses as approved by the Company from time to time.
- (c)The Benefit does not cover expenses other than those listed in (b), such as expenses relating to travel for relatives, mourning cars, family vehicles, chapel or venue hire, notifications (other than the press notice), multiple services, after service gatherings, or artistic performers other than an organist provided by an Approved Funeral Service Provider.
- (d)The Fund will not reimburse any expense other than those listed under (b) above, or otherwise permitted from time to time by the Company.

9 WAIVER OF LIABILITY

The Company will not be liable to You or Your Dependants for any injury, damage, claim or consequential losses or claims whatsoever arising from:

(a)the provision of services by an Approved Funeral Service Provider; (b)the Contributor or their legal personal representative requesting

- services to be provided by a funeral service provider who is not an Approved Funeral Service Provider;
- (c)the Contributor or their legal personal representative requesting services to be provided by an Approved Funeral Service Provider where benefits are not permitted by the Company; or
- (d) Except as provided in these Terms and Conditions, and to the extent permitted by law, the Company excludes all warranties, whether express, implied, statutory or otherwise. Where a warranty is implied by the law and cannot be excluded, the Company's liability for a breach of that warranty is limited to the replacement of the goods or services or the cost of replacement.

10 INDEMNITY

You (and Your estate) agree to indemnify the Company and the Fund against any and all claims which may result in the Company or the Fund being required or obliged to pay more than the Maximum Benefit.

11 ADMINISTRATION

The Company will appoint an actuary to undertake a valuation of the Fund every 3 years. You will be provided with a copy of the valuation, which will be posted to Your last known place of residence or business.

12 DISPUTE RESOLUTION

- (a) You may not commence any court or arbitration proceedings relating to a Dispute unless You comply with this clause.
- (b) Notice of Dispute: If You claim a Dispute has arisen, You must give written notice to the Company specifying the nature of the Dispute.
- (c) Resolution: On receipt of that notice by the Company, the Company and You must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert arbitration or other techniques agreed by them.
- (d) Mediation: If the Company and You do not agree within 7 days of receipt of the notice (or any further period as agreed) as to:
- the dispute resolution technique and procedures to be adopted;
 the timetable for all stops in these precedures; and
- ii. the timetable for all steps in those procedures; and
- iii. the selection and compensation of the independent person required for such technique, then either party may apply to have the Dispute mediated in accordance with the Mediation Rules of the Law Society of New South Wales. The parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

13 GENERAL

- (a) Failure or neglect at any time by the Company to enforce any of these Terms and Conditions will not be a waiver of the Company's rights.
- (b) These Terms and Conditions will not be changed, waived or modified except by notice being given to You of those changes, waivers or modifications by the Company and these changes or modifications are approved in writing by the Director General.
- (c) These Terms and Conditions will be governed by and construed in accordance with the Law for the time being in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

14 DEFINITIONS

Approved Funeral Service Provider means a funeral service provider approved by the Company and maintained in the Fund's register of approved funeral service providers as amended from time to time.

Benefits means the services, up to the value of the Maximum Benefit, which the Company agrees to provide to Contributors in accordance with these Terms and Conditions.

By-Laws of the Darkinjung Funeral Fund Pty Limited means the by-laws of the Company as maintained and varied by the Company from time to time.

Company means the Darkinjung Funeral Fund Pty Limited ACN 111 761 141.

Contributions means those payments made by Contributors to the Fund as set out in these Terms and Conditions. Contributor means a registered member of the Fund (or their sponsored spouse or dependant/child) who pays Contributions in accordance with these Terms and Conditions.

Direct Debit Application Form means the direct debit application form as prescribed by the Company from time to time.

Dependant Child means any child under the age of 18 which is a child of a Contributor, or under a Contributor's legal guardianship

and includes any person who is a Student.

DLALC means the Darkinjung Local Aboriginal Land Council. Dispute means a disagreement arising out of or relating to the provision of Benefits to the Contributor by the Company.

Fund means the Darkinjung Funeral Fund operated by the Company and registered under the Funeral Funds Act 1979 (NSW).

GST means any Goods and Services Tax payable pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any related Law.

Incapacitated or Incapacitation means incapacity by reason of ill health which is outside of the control of the Contributor which prevents the Contributor from making Contributions which has been confirmed as such by a qualified medical practitioner. Injury means physical damage to your body which occurs while cover for the applicable benefit was in force under your membership to the Fund.

Law includes any requirement of any statue, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Maximum Benefit means \$6,850 or such other amount as determined by the Company from time to time.

Reinstatement Fee means \$25 of such other amount as determined by the Company from time to time.

Rules of the Fund means the rules of the Fund as set out by the Company from time to time.

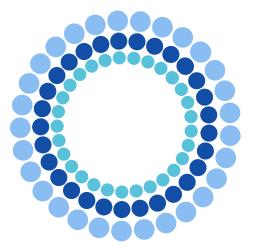
Student means any child of a Contributor or a person whom a Contributor is a legal guardian, who is enrolled full-time in a recognised tertiary institution and is aged between 18 and 25 years old.

Termination means termination of any right to Benefits in accordance with these Terms and Conditions.

Terms and Conditions means these terms and conditions as varied by the Company from time to time.

You means the Contributor entering into this agreement.

Committed to improving, protecting and fostering the best interests of all Aboriginal people within our boundaries



Darkinjung Local Aboriginal Land Council welcomes you to contact us at:

- 168 Pacific Highway Watanobbi NSW 2259
- Phone: (02) 4351 2930 Fax: (02) 4351 2946
- Email: darkinjung@dlalc.org.au
- www.darkinjung.com.au

Please 'Like' us on Facebook to keep up to date with all the latest news, events and updates from Darkinjung Local Aboriginal Land Council.

www.facebook.com/Darkinjung