

**1 Section 2 of New Brunswick Regulation 88-32 under the Pre-arranged Funeral Services Act is amended:**

*(a) in the French version in the definition « Loi » by striking out the period at the end of the definition and substituting a semicolon;*

*(b) in the English version in the definition “beneficiary” by striking out the period at the end of the definition and substituting a semicolon;*

*(c) by adding the following definition in alphabetical order:*

“HST” means the harmonized sales tax payable under Part IX of the *Excise Tax Act* (Canada). (TVH)

**2 The Regulation is amended by adding after section 2 the following:**

**2.1** The following services are prescribed for the purposes of the definition “funeral services” in section 1 of the Act:

*(a) the preparation or publication of an obituary;*

*(b) the celebration of a religious or other ceremony;*

- (c) the provision of musical services, including the services of an organist or soloist;
- (d) monument engraving;
- (e) the provision of flower arrangements for the religious or other ceremony;
- (f) hairdressing;
- (g) make-up services; and
- (h) catering services.

**3 Section 5 of the Regulation is amended**

- (a) by repealing subsection (1) and substituting the following:**

**5(1)** In this section, “licensed funeral director” means a licensed funeral director as defined in subsection 8(1) of the Act.

- (b) in subsection (2)**

**(i) in the portion preceding paragraph (a) by striking out “section 3.03 of the Act” and substituting “section 8 of the Act”;**

**(ii) in paragraph (j) by striking out “subsection 6(4) of the Act” and substituting “subsection 15(6) of the Act”;**

**(iii) in paragraph (k) of the English version by striking out “and” at the end of the paragraph;**

**(iv) in paragraph (l) by striking out the period at the end of the paragraph and substituting a semicolon followed by “and”;**

*(v) by adding after paragraph (l) the following:*

*(m) that the amount allocated towards services provided by third parties is based on an estimate of the cost of the services in today's average prices; that those prices may increase over time; that, in the case of an increase in price, additional cost may be charged to reflect the current cost of the services and that the level of services that corresponds to the amount allocated will be provided if the additional cost is not paid.*

*(c) in subsection (3)*

*(i) by striking out “subsection 6(4) of the Act” and substituting “subsection 15(6) of the Act”;*

*(ii) in the English version by striking out “file a copy of the plan with the Director by sending the copy to the Branch” and substituting “file a copy of the plan with the Director”;*

*(d) by repealing subsection (4) and substituting the following:*

**5(4)** If a purchaser and licensed funeral director agree, in accordance with subsection 8(3) of the Act, to an addition to a Standard Form of Pre-arranged Funeral Plan, the licensed funeral director shall file a copy of the changed or modified form of the plan with the Director.

**4 Section 7 of the Regulation is repealed and the following is substituted:**

**7(1)** A funeral provider's licence is valid until the last day of the twelfth month following its issuance.

7(2) Subject to subsection (3), a manager's licence expires on the same date as the licence held by the licensed funeral provider on whose behalf the holder of the manager's licence acts when the manager's licence is issued.

7(3) The expiry date of a manager's licence that is valid immediately before the commencement of this subsection shall be determined in accordance with the law as it existed immediately before the commencement of this subsection.

**5** *Subsection 9(1) of the Regulation is amended by striking out “subsection 7(1) of the Act” and substituting “subsection 18(1) of the Act”.*

**6** *Section 10 of the Regulation is amended by striking out “section 5 of the Act” and substituting “section 12 of the Act”.*

**7** *Section 12 of the Regulation is amended*

*(a) by repealing subsection (1);*

*(b) in subsection (2)*

*(i) by repealing paragraph (b);*

*(ii) in paragraph (c) by striking out “section 5 of the Act” and “section 5.01 of the Act” and substituting “section 12 of the Act” and “section 13 of the Act” respectively.*

**8** *Section 14 of the Regulation is amended by striking out “subsection 4(3) of the Act” and substituting “subsection 10(3) of the Act”.*

**9** *Section 15 of the Regulation is amended by striking out “subsection 4(4) of the Act” and “\$250” and substituting “subsection 10(4) of the Act” and “\$250, HST or its replacement tax included” respectively.*

**10** *Subsection 16(1) of the Regulation is amended by striking out “Two Hundred and Fifty dollars (\$250)” and substituting “Two Hundred and Fifty dollars (\$250), HST or its replacement tax included”.*

**11** *Section 17.1 of the Regulation is amended by striking out “subsection 8(3)” and “a fee of \$25 for the making of the assignment” and substituting “subsection 23(3) of the Act” and “an administrative fee that does not exceed \$250, HST or its replacement tax included” respectively.*

**12** *The Regulation is amended by adding after section 17.1 the following:*

**17.2** For the purposes of subsection 26.1(2) of the Act, a third party may provide the following services on behalf of a licensed funeral provider:

- (a) any pre-arranged funeral services referred to in section 2.1(a) to (h), and
- (b) services and commodities usual in the preparation for cremation of the dead and in the cremation of the dead.

**13(1)** *The French version of the Regulation is amended by striking out “fournisseur de services funèbres autorisé” wherever it appears in the following provisions and substituting “fournisseur autorisé de services funèbres”:*

(a) *section 4*

(i) *subsection (4);*

(ii) *subsection (5);*

(b) *section 5*

- (i) subsection (2)*
  - (A) paragraph a);*
  - (B) paragraph b);*
  - (C) paragraph c);*
  - (D) paragraph d);*
  - (E) paragraph e);*
  - (F) paragraph f);*
  - (G) paragraph g);*
  - (H) paragraph h);*
  - (I) paragraph i);*
  - (J) paragraph j);*
- (ii) subsection (3);*
- (c) section 8*
  - (i) in the portion preceding paragraph a);*
  - (ii) paragraph b);*
- (d) subsection 9(3);*
- (e) section 10;*

*(f) section 11, in the portion preceding paragraph a);*

*(g) subsection 12(2)*

*(i) paragraph a)*

*(A) subparagraph (iv);*

*(B) subparagraph (v);*

*(C) subparagraph (vi);*

*(ii) paragraph c);*

*(iii) subparagraph e)(i);*

*(h) subsection 16(1);*

*(i) section 17*

*(i) paragraph a);*

*(ii) paragraph b);*

*(j) section 17.1;*

*(k) Form 1.*

**13(2) *The French version of Form 1 of the Regulation is amended by striking out “fournisseur de services funèbres autorisés” wherever it appears and substituting “fournisseur autorisés de services funèbres”:***

**14** *Form 1 of the Regulation is amended by striking out “R.S.N.B. 1973, c.P-14, s.7(1)” and substituting “R.S.N.B. 2012, c.109, s.18(1)”.*

**15** *Form 2 of the Regulation is repealed and the attached Form 2 is substituted.*

**16** *This Regulation comes into force on X.*

**DRAFT**  
**ÉBAUCHE**



**FORM 2**

**STANDARD FORM OF PRE-ARRANGED FUNERAL PLAN**  
*(Pre-arranged Funeral Services Act,*  
**R.S.N.B. 2012, c.109, s.8)**

This Standard Form of Pre-arranged Funeral Plan (hereinafter referred to as “this Agreement”) is made pursuant to the *Pre-arranged Funeral Services Act*, R.S.N.B. 2012, c.109 (hereinafter referred to as the “Act”).

<p>BETWEEN:</p> <p>_____</p> <p>“Purchaser”</p> <p>_____</p> <p>Address</p> <p>_____</p>	<p>FOR:</p> <p>_____</p> <p>“Beneficiary”</p> <p>_____</p> <p>Address</p> <p>_____</p>
<p>AND:</p> <p>_____</p> <p>“Licensed Funeral Provider”</p> <p>_____</p> <p>Address</p> <p>_____</p>	<p>_____</p> <p>Date of Birth</p>

**WHEREAS** the Purchaser and the Beneficiary are desirous of receiving professional services and merchandise;

**AND WHEREAS** the Licensed Funeral Provider agrees to provide the professional services and merchandise that are more fully described in the attached Schedule “A”;

**AND WHEREAS** the Licensed Funeral Provider has represented that it can provide the professional services and merchandise under the terms and conditions hereinafter set forth;

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties have consented and agreed that the Licensed Funeral Provider shall provide professional services and merchandise for the Beneficiary after death subject to the following terms and conditions:

**RESPONSIBILITIES OF THE LICENSED FUNERAL PROVIDER**

The Licensed Funeral Provider shall:

- a. Provide the Purchaser and the Beneficiary with a copy of this Agreement;
- b. Deposit in trust in the name of the Purchaser (for the benefit of the beneficiary if applicable to this Agreement) all money received under this Agreement with a financial institution (a bank, credit union or trust company) within ten (10) working days after its receipt pursuant to section 10 of New Brunswick Regulation 88-32 under the Act;
- c. Obtain proof that the money received under this Agreement was deposited in trust with the financial institution and provide a copy of the proof of deposit to the Purchaser pursuant to section 13 of the Act within fifteen (15) working days after having made the deposit;
- d. Provide professional services and merchandise for the Beneficiary after death as outlined in Schedule “A” attached hereto;
- e. Warrant that the services under this Agreement shall be provided professionally and with reasonable care and skill, and that all merchandise purchased will be of good merchantable quality;
- f. Upon termination, cancellation or discontinuance of this Agreement by the Purchaser or the Purchaser’s legal representative within seven (7) days after this Agreement is entered into, refund to the Purchaser or pay to the Purchaser’s legal representative the total amount held in trust under this Agreement (hereinafter called “Trust Money”), including principal and interest;
- g. Upon termination, cancellation or discontinuance of this Agreement by the Purchaser or the Purchaser’s legal representative more than seven (7) days after this Agreement is entered into, refund to the Purchaser or pay to the Purchaser’s legal

representative all Trust Money, including principal and interest, less a penalty of \$\_\_\_\_\_ (*The penalty specified must not be greater than Two Hundred and Fifty dollars (\$250), HST or its replacement tax included*);

- h. Refund to the Purchaser or pay to the Purchaser's legal representative all Trust Money, including principal and interest, where the Beneficiary dies under circumstances which render impossible or unreasonable the provision of the professional services and merchandise set out in Schedule "A" attached hereto;
- i. Notify the Purchaser in writing if the Licensed Funeral Provider intends to terminate, cancel or discontinue this Agreement because of an unpaid balance;
- j. Assign this Agreement to another Licensed Funeral Provider at the request of the Purchaser or the Purchaser's legal representative.

#### **RESPONSIBILITIES OF THE PURCHASER**

The Purchaser shall pay the total amount of \$ \_\_\_\_\_ (HST or its replacement tax included) no later than \_\_\_\_\_ 20\_\_ for the professional services and merchandise set out in Schedule "A" attached hereto. The amount shall be paid in a lump sum or in accordance with the payment schedule set out in Schedule "A" attached hereto.

#### **RIGHTS OF THE LICENSED FUNERAL PROVIDER**

The Licensed Funeral Provider is entitled to:

- a. Charge an administrative fee of no greater than Two Hundred and Fifty dollars (\$250), HST or its replacement tax included, if an assignment of this Agreement is made by the Licensed Funeral Provider on the request of the Purchaser or the Purchaser's legal representative;
- b. Substitute merchandise if the merchandise set out in Schedule "A" attached hereto is no longer available at the time of death of the Beneficiary as long as the merchandise is of equivalent or greater value and is similar in style, design, color, construction and quality;
- c. Withdraw the following:
  - (i) Trust Money in an amount equal to the amount payable under this Agreement for a portion of the professional services and merchandise to be provided pursuant to this Agreement, after having provided that portion of the professional services and merchandise;
  - (ii) all of the Trust Money, after having provided all or the remaining portion of the professional services and merchandise pursuant to this Agreement;
- d. Terminate, cancel or discontinue this Agreement, after providing written notification to the Purchaser, if the Purchaser has failed to pay any installment required by this Agreement within thirty (30) days after the due date for payment;
- e. Assign this Agreement to another Licensed Funeral Provider with consent of the Purchaser or the Purchaser's legal representative.

#### **RIGHTS OF THE PURCHASER**

The Purchaser:

- a. Has the right to the provision of professional services and merchandise as indicated in Schedule "A" attached hereto provided he or she pays the total amount indicated in Schedule "A" attached hereto;
- b. Has the right to be advised by the Licensed Funeral Provider of any substitutions in merchandise. If the Purchaser is the Beneficiary, his or her legal representative shall be advised of any substitutions in merchandise;
- c. Has the right to all Trust Money, including principal and interest, where the Licensed Funeral Provider terminates, cancels or discontinues this Agreement.

#### **GENERAL PROVISIONS**

Both parties agree that this Agreement constitutes all of the agreements between them pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties to it and there are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this Agreement. No supplement or amendment to this Agreement shall be binding unless executed in writing by the parties.

Both parties agree that any addition to this Agreement may not alter any right or duty provided for under the Act, under the regulations made pursuant to the Act or under this Agreement.

Both parties agree that should additional space be required to enumerate or provide details in regards to the professional services and merchandise to be provided under this Agreement or in regards to additions to this Agreement that additional pages will be attached to this Agreement as an addendum. It is also agreed and understood by the parties that each additional page will be initialed by the parties to this Agreement in order to validate the page(s) and that such additions will form part of this Agreement.

Both parties agree that Trust Money may be withdrawn or paid out in the manner specified under subsection 15(1) of the Act without payment of a penalty or charge other than as permitted by subsection 10(4) of the Act<sup>1</sup>.

Both parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Both parties agree that the invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

Both parties agree that any legal proceedings in relation to the interpretation or performance of this Agreement shall be commenced exclusively in New Brunswick Courts.

<b>CANCELLATION RIGHTS</b>	<b>DROITS D'ANNULATION</b>
<p>You or your legal representative have the right to terminate, cancel or discontinue this pre-arranged funeral plan with no penalty within seven (7) days after entering into the plan. After that time, you or your legal representative have the right to terminate, cancel or discontinue the plan, subject to any penalty which is stated in the plan, but such penalty shall not exceed Two Hundred and Fifty dollars (\$250), HST or its replacement tax included. A notice of termination, cancellation or discontinuance may be sent to</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Licensed Funeral Provider's name and address</p>	<p>Votre représentant légal ou vous aurez le droit de résilier ou d'annuler cet arrangement préalable d'obsèques ou d'y mettre fin sans peine pécuniaire dans les sept (7) jours de sa conclusion. Passé ce délai, votre représentant légal ou vous aurez le droit de le résilier, de l'annuler ou d'y mettre fin, sous réserve de toute peine pécuniaire y indiquée, laquelle ne pourra dépasser deux cent cinquante dollars (250\$), TVH ou taxe de remplacement incluse. Avis de résiliation, d'annulation ou de fin de l'arrangement pourra être envoyé à :</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Nom et adresse du fournisseur autorisé de services funèbres</p>

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the Province of New Brunswick.

\_\_\_\_\_  
 Signature of Licensed Funeral  
 Director (on behalf of the Licensed  
 Funeral Provider)

\_\_\_\_\_  
 Signature of Purchaser

\_\_\_\_\_  
 Printed name

\_\_\_\_\_  
 Printed name

<sup>1</sup> Pursuant to subsection 15(6) of the Act, this Agreement is subject to any agreement between the Licensed Funeral Provider and the Purchaser to provide for the payment of the interest earned on Trust Money or of any part of that interest to the Purchaser. Should such an agreement relating to the payment of interest be entered into by the parties, said agreement shall be attached to this Agreement as Schedule "B".

**SCHEDULE "A"**  
**Professional Services and Merchandise**  
 (page 1 of 3)

The Purchaser acknowledges that, in accordance with the definition of "funeral services" under the Act, this Schedule "A" does not include services related to the supplying of lots, burial vaults, grave markers, vases and services to be rendered at the cemetery (e.g., the opening and closing of the grave and perpetual care of the grave site).

Professional Services	Included	Not Included	Amount
Base Professional Fee			
Administration Fee			
Documents & Registration (including but not limited to statements of death, permits, forms)			
Licensed Funeral Director & Assistants (funeral home staff required for services)			
Sanitary Care & Preparation			
Embalming			
Hairdressing			
Make-up services			
Cremation (provided by the Licensed Funeral Provider)			
Interment Service (provided by the Licensed Funeral Provider)			
<b>Facilities &amp; Equipment</b>			
Shelter & Care of Deceased (48 hours)			
Funeral Service			
Funeral Home Visitation			
Reception Facilities			
<b>Transportation</b>			
Local Transportation (within ____ km)			
Additional Transportation \$ ____ /km			
Lead Car			
Funeral Coach			
Support Vehicles			
<b>Additional Services:</b>			
<b>Subtotal (Professional Services)</b>			
<b>Merchandise (see "Rights of the Purchaser" on page __)</b>			
Stationery: _____ _____			
Casket manufacturer: _____ model #: _____			
Urn manufacturer: _____ model #: _____			
Cremation container manufacturer: _____ model #: _____			

**SCHEDULE "A"**

(page 2 of 3)

Outer container <i>(please describe)</i>			
Clothing <i>(please describe)</i>			
Other <i>(please describe)</i>			
<b>Subtotal (Merchandise)</b>			
<b>Subtotal (Professional Services + Merchandise)</b>			
<b>HST ____% (or its replacement tax)</b>			
<b>TOTAL</b>			

The Purchaser acknowledges that the services below are provided by third parties rather than the Licensed Funeral Provider and that the amount below will be allocated towards the purchase of the service identified. The amount allocated is based on an estimate of the cost of these services in today's average prices and those prices may increase over time. In the case of an increase in price, additional cost may be charged to reflect the current cost of the services. The level of services that corresponds to the amount allocated will be provided if the additional cost is not paid.

Purchaser's Initials \_\_\_\_\_

Amount of Cash Allocation for Disbursements	Included	Not Included	Amount
Obituary:			
(1)			
(2)			
(3)			
(4)			
Honorarium:			
Religious Leader			
Organist / Music			
Soloist			
Religious Service			
Other:			
Additional Services:			
Cremation Fee (if provided by a third party)			
Floral Arrangements			
Reception Food (Catering)			
Monument Engraving			
Other:			
<b>Subtotal (Cash Allocation for Disbursements)</b>			
<b>HST ____% (or its replacement tax)</b>			
<b>Total (Professional Services + Merchandise (including HST))</b>			
<b>TOTAL PAYABLE</b>			

Purchaser's Initials \_\_\_\_\_

(page 3 of 3)

**OPTIONS FOR PAYING PRE-ARRANGED FUNERAL PLAN**

**Option #1 – Payment in full**

Purchaser's Initials \_\_\_\_\_

The total amount of \$ \_\_\_\_\_ (HST or its replacement tax included) has been paid in full on \_\_\_\_\_, 20\_\_\_\_ by receipt number \_\_\_\_\_.

**Option #2 – Payment Schedule**

Purchaser's Initials \_\_\_\_\_

The total amount of \$ \_\_\_\_\_ (HST or its replacement tax included) is to be paid in full no later than \_\_\_\_\_, 20\_\_\_\_. The Purchaser agrees to pay the sum of \$ \_\_\_\_\_ as a deposit towards the full cost of the professional services and merchandise set forth in Schedule "A" of this Agreement. The Purchaser agrees and acknowledges that the balance owing of \$ \_\_\_\_\_ shall be paid according to the following schedule:

Installment payments in the amount of \$ \_\_\_\_\_ will be made by the Purchaser on a \_\_\_\_\_ (timing, e.g., bi-weekly/monthly) basis, commencing on \_\_\_\_\_ (date) for a term of \_\_\_\_\_.

Other payment arrangements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

