

## Conditions for commissioning cremation

### Definitions

Ash Destination Crematorium.	The destination of the ash after storage by the  Ash Destinations include issuance to the Client, scattering and deposition.
Cremation	Burning a corpse as referred to in the Corpse Handling Act and the associated services, including the provision of an auditorium, condolence room and family room during the time specified in the order, the performance of music (pieces), the period outside the statutory period of storage of the urn in the storage room of the Crematorium.
Crematorium	All crematoria that are part of PC Uitvaart Locatie BV.: Begraafplaats en Crematorium Westgarde located at Ookmeerweg 275 in Amsterdam. Crematorium en Uitvaartcentrum Zaanstad located at Wibautstraat 282 in Zaandam. Crematorium Alphen aan den Rijn located at Verlengde Aarkade 22 in Alphen aan den Rijn. Crematorium Purmerend located at Purmerweg 92A in Purmerend Crematorium en Uitvaartcentrum Haarlemmermeer located at Hoofdweg 1100 in Nieuw-Vennep. Crematorium en Uitvaartcentrum Hoorn located at Berkhouterweg 26 in Hoorn.
Client	The (legal) person who commissions the Crematorium to deliver goods and/or services, or receives an offer for this purpose.
Funeral company concluded an	The natural or legal person with whom the Client has  agreement to arrange the funeral and co-signed the assignment for cremation.

### Article 1

The Client declares that to have placed this assignment for Cremation in accordance with the (presumed) preferences and/or final will of the deceased.

### Article 2

The Client undertakes to comply with all provisions and procedures established or to be established by regulations in the interest of Crematorium or in another way.

Should the Client engage third parties, such as a funeral company, in the implementation of the Cremation, the Client will inform this third party of the terms and conditions of the Crematorium. The Client authorizes this third party to arrange/perform the funeral ceremony, coffee room and condolences room.

### Article 3

By signing the assignment, the Client is liable for the timely payment of all fees arising from the assignment.

**Article 4**

- 4.1 The Client is obliged to bring the deceased into such a state, at his own expense and risk and in good time prior to the cremation, that the deceased is suitable for cremation. This means, among other things (but not exhaustively) that pacemakers, defibrillators, plaster casts, artificial limbs, glasses, jewellery, and (if necessary, given the term) radionuclides must be removed from the deceased in good time prior to cremation.

- 4.2 If the deceased weighs more than 150 kilograms, this must be reported to Crematorium in writing when applying for the cremation.
- If the deceased has been treated with iodine 125 (I-125) in the last 2 years, the cremation may only take place if the iodine rods have been removed from the body.
- If the deceased has been treated with iodine 131 (I-131) in the last 2 years, the cremation may only take place after the crematorium has been informed of this (in good time in advance).
- If the deceased has been treated with iodine (as described above), this must also be reported to Crematorium in writing when applying for cremation, as must medical treatments with other radioactive material. Unless otherwise agreed, the Client ensures that Crematorium or the Third Party (or Parties) engaged by the Crematorium can access the following on time at the expense of the Client:
- a. all information (which the Client must reasonably suspect to be) necessary for the implementation of the Agreement, including (but not limited to) the information and document(s) as referred to in Article 8 of the Corpse Handling Act, and
  - b. direct access to all places that the Crematorium must be able to enter for the implementation of the Agreement, and
  - c. the authorizations required for the implementation of the Agreement, such as (but not limited to) public and private legal authorizations (such as (but not limited to) written leave from the civil status official as referred to in Article 11 of the Corpse Handling Act).

#### **Article 5**

The Client must ensure the timely granting of leave to cremate as referred to in the Corpse Handling Act, as well as all other necessary permits. The Crematorium reserves the right to postpone the Cremation until the Client has provided all necessary permits to the Crematorium. Costs in connection with this postponement will be charged by the Crematorium to the Client.

#### **Article 6**

If no use is made of the facility associated with a Cremation, this will not lead to a change in the price, unless explicitly agreed otherwise.

#### **Article 7**

If reserved times are exceeded, an additional fee will be charged to the Client, unless exceeding the time limit is attributable to the Crematorium.

#### **Article 8**

The Crematorium is entitled to set maximum limits on the number of visitors who may enter certain rooms during the Cremation.

#### **Article 9**

- 9.1 Delivering a deceased person in cardboard, wool, metal or plastic is not permitted. Also, no glass may be present in the casket. Cremation of a deceased person without a coffin is permitted, provided laying out is done on a board at least 30 centimetres wide and the physical remains are in a shroud intended for cremation. The Crematorium is entitled to determine further conditions regarding the size, shape or quality of the coffin and shroud.
- 9.2 When transferring the deceased to the Crematorium, the face and limbs of the deceased must be completely covered.
- 9.3 The Crematorium reserves the right to refuse Cremations. Cremations are refused, among other things, if the legal requirements are not followed.

#### **Article 10**

The Client warrants that there are no objects in the coffin that could cause damage to installations and other property of the Crematorium and/or the environment, such as alcohol, electronic equipment, medical devices and lighters.

**Article 11**

The Crematorium performs the Cremation or makes the other services listed on the order form available at the prices stated on its rates list. If the Client cancels the agreed services, the Client shall owe the price stated on the rates list.

**Article 12**

Each service offered by the Crematorium is of a private nature and is therefore not open to the public. The officers designated by the Crematorium shall always have access to the rooms in use that are (or may be) part of the service.

**Article 13**

There is a possibility for up to six loved ones to accompany the deceased to the furnace room and to initiate the cremation process themselves. To this end, the Client must submit a request to the Crematorium in advance. The Crematorium reserves the right to refuse this request without giving reasons.

**Article 14**

Insofar as the Client has not yet given notice of the Ash Destination upon assignment, the Crematorium will request the Client or the funeral home to do so after the statutory retention period of one month has expired. The Client declares to carry out the Ash Destination (or to have it carried out) in accordance with the (presumed) preferences and/or last will of the deceased.

**Article 15**

If the Ash Destination has not been communicated to the Crematorium in writing within six months after the date of Cremation, the Crematorium is entitled to scatter the ash. Without prejudice to foregoing, the Crematorium is entitled to charge the Client an additional fee for the storage of the ashes in the general niche for the period after the expiry of the six months after the date of Cremation. The general niche is not accessible for visitors.

**Article 16**

For releasing the ashes, the Crematorium observes the statutory retention period of one month. The Crematorium is entitled to suspend the release of the ash

- a. until the Client has fulfilled the obligations under this and any other agreements.
- b. until, in the event of a difference of opinion between the Client and/or the next of kin, there is clarity about the Ash Destination in accordance with Articles 18, 58 and 59 of the Corpse Handling Act.

**Article 17**

The release of the ashes takes place exclusively to the Client. The Client must show valid proof of identity at the time of release. The Crematorium is permitted to require that it receive a copy of the identity document before releasing the ashes. As proof of the release of the ashes, the Client must sign a declaration.

The Client is permitted to appoint another (natural) person to receive the ashes. In that case, the Crematorium will only issue if the designated person can show a written power of attorney and valid proof of identity. The Crematorium is permitted to require that it receive a copy of the identity document from both the Client and the authorized representative before releasing the ashes.

**Article 18**

Serving your own refreshments during Cremation is not permitted.

**Article 19**

The services provided by the Crematorium must be used in accordance with their intended purpose and with due observance of the provisions laid down in the regulations and guidelines and instructions of the Crematorium staff.

If the Client can reasonably foresee that the manner of implementation of the Cremation can lead to nuisance for third parties, the Client must inform the Crematorium in advance. Together, efforts will be made to limit the nuisance as much as possible. The Client is

obliged to adapt the execution of the funeral at the direction of the Crematorium.

*'Conditions for commissioning cremation' was last amended on February 2, 2019*