

**Control of Disposition**

Control of Disposition Release for the late: \_\_\_\_\_

I/We represent warrant and certify that I am/ we are:

- The personal representative named in the will of the deceased
- The spouse of the deceased
- An adult child of the deceased (Oldest)
- An adult grandchild of the deceased (Oldest)
- If the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death (Oldest)
- A parent of the deceased (Oldest)
- An adult sibling of the deceased (Oldest)
- An adult nephew or niece of the deceased (Oldest)
- An adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act (Oldest)
- The Minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator
- An adult person having a personal or kinship relationship with the deceased, other than those referred to above

Subject to Section 5 of the Cremation, Interment and Funeral Services Act (British Columbia), the right of a person to control disposition of human remains and or cremated remains vests in, and devolves on, the above in the order outlined. I/We have the right and hereby authorize the final disposition of the deceased. I/We are not aware of any living person with a superior right to authorize disposition of the deceased. I/We are not aware of any prior instruction made by the deceased (including any prearranged funeral plan) that is contrary to the final arrangements made by me/us.

I/We agree to release and indemnify Pacific Coast Cremation Ltd., their officers, directors, agents and employees from any claim, liability, cost or expense resulting from its performance consistent with the directions, declarations, representations, authorizations and agreements.

I/We warrant that all representations and statements on this form are true and correct. This statement is being relied upon by Pacific Coast Cremation Ltd.

Certified By: \_\_\_\_\_  
Name (Print)

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

**Funeral and Cremation Services Contract**

The undersigned (the Purchaser) acknowledges that he/she is legally authorized or charged with the responsibility for the arrangements of the aforementioned deceased as set out in section (5) of the Cremation Interment and Funeral Services Act (disclosed and printed on page 1 of this document). The undersigned also acknowledges an electronic receipt of a copy of this contract.

The undersigned acknowledges that he/she has been informed that embalming is not a legal requirement but maybe required in some circumstances such as shipment by air or public viewing. The undersigned hereby authorizes embalming \_\_\_\_\_(initial). The deceased will be sheltered at 1400 Vancouver Street, Victoria, B.C. V8V 3W3 pending disposition.

The purchaser has 24 hours in which to cancel the contract without penalty, but is subject to payment to Pacific Coast Cremation Ltd. for services provided to the time of cancellation.

Balance due and payable in full within 30 days of the date of death.

**Terms and Conditions**

- 1) The purchaser(s) agrees that the funeral provider (Pacific Coast Cremation Ltd.), it's agents and employees shall not be liable for loss by theft or otherwise of any clothing, jewelry, any articles of any nature whatsoever.
- 2) Cremated remains that have been stored by the funeral provider and that are unclaimed for a period of one year after cremation may be permanently disposed of in a manner approved by the Director.
- 3) A charge of \$100.00 per month after 60 days will be charged by Pacific Coast Cremation Ltd. for the storage of cremated remains.
- 4) The purchaser(s) hereby appoints, by way of his/her signatures on the front of this document, the aforementioned funeral provider to act as his/her agent in the procurement of certain services contained in this contract, namely clergy, musicians, hairdressers, death certificates and any other applicable service for the sole purpose of conducting the services as outlined in this contract.
- 5) All of the above listed terms and conditions are binding upon both the purchaser(s) and the named funeral provider. In the event of any of the terms and conditions listed in the contract are in contravention with any local, provincial, or federal laws, rules and regulations, the latter shall prevail and both parties agree to abide by the said laws, rules and regulations of the governing body for that jurisdiction.
- 6) It is intended that this contract be in compliance with the Business Practices & Consumer Protection Act, Cremation Interment & Funeral Services Act & Cremation Interment & Funeral Services Regulations.
- 7) A funeral provider in the Province of British Columbia must pay to Consumer Protection British Columbia (CPBC), as part of the fees payable for the funeral provider's license to operate an administrative 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.

Certified By: \_\_\_\_\_  
 Name (Print)

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_



Pacific Coast Cremation Ltd.  
#104-3212 Jacklin Road, Victoria, BC, V9B 0J5  
Tel: (778) 433-9344 Fax: (778) 433-9343  
www.PacificCoastCremation.com  
info@PacificCoastCremation.com

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

To: \_\_\_\_\_ Hospital

Please allow Pacific Coast Cremation to transfer the late:

\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_



# ROYAL OAK BURIAL PARK

WHERE MEMORIES LIVE FOREVER

4673 FALAISE DRIVE, VICTORIA BC V8Y 1B4

PH. 250.658.5621 / FX. 250.658.8511 / EM. info@robp.ca

WEB: WWW.ROBP.CA

## CREMATION AUTHORIZATION

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## DISPOSITION OF CREMATED REMAINS INSTRUCTION

### Important:

This form must be completed – IN FULL – by the legal representative of a deceased and any licensed funeral director and funeral service provider who may be assisting the applicant in making the cremation arrangements.

The crematorium shall have the right to refuse to accept human remains for cremation if this application is incomplete in any manner;

Human remains transferred to the crematorium for cremation must be accompanied by this form and the Province of B.C. Burial Permit / Acknowledgment of Registration of Death.

**FAILURE OF AN APPLICANT, A FUNERAL DIRECTOR OR A FUNERAL SERVICE PROVIDER TO REMOVE OR HAVE REMOVED IMPLANTED DEVICES AND / OR HAZARDOUS, NON-COMBUSTIBLE MATERIALS PLACED IN A CREMATION CASKET / CONTAINER SHALL MAKE THE APPLICANT, THE FUNERAL DIRECTOR AND THE FUNERAL SERVICE PROVIDER INDIVIDUALLY AND JOINTLY PARTY TO AND LIABLE FOR ANY PERSONAL INJURY, DEATH OR DAMAGES SUFFERED BY CREMATION STAFF OR THE CREMATORIUM.**

**HUMAN REMAINS SHALL NOT BE ACCEPTED BY THE CREMATORIUM FOR CREMATION IF THIS FORM IS INCOMPLETE IN ANY MANNER.**

**ROYAL OAK BURIAL PARK & CREMATORIUM**

are operated by

**THE BOARD OF CEMETERY TRUSTEES OF GREATER VICTORIA  
4673 FALAISE DRIVE VICTORIA BC V8Y 1B4**

PH. 250.658.5621 / Fx. 250.658.8511

SECTION A: INFORMATION ABOUT THE DECEASED

1. DECEASED'S FULL NAME: \_\_\_\_\_ 2. SEX: \_\_\_\_\_  
(LAST, First Middle)
3. DECEASED'S RESIDENTIAL ADDRESS \_\_\_\_\_  
(number, street, city, province, postal code)
4. DATE OF DEATH (m/d/y): \_\_\_\_\_ 5. PLACE OF DEATH: \_\_\_\_\_ 6. TIME OF DEATH: \_\_\_\_\_
7. DATE OF BIRTH (m/d/y): \_\_\_\_\_ 8. PLACE OF BIRTH: \_\_\_\_\_ 9. AGE AT DEATH: \_\_\_\_\_
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SECTION B: IMPLANTED DEVICES / RADIOACTIVE IMPLANT DISCLOSURE / IDENTIFICATION

1. PACEMAKERS / DEFIBRILLATORS: Implanted cardiac pacemakers and defibrillators must be removed prior to cremation. Failure to do so can cause personal injury or death to cremation staff and / or damage to the crematorium. The applicant shall notify their funeral service provider of such implanted devices and authorizes the funeral service provider or its agent to remove such devices.

DID THE DECEASED HAVE AN IMPLANTED PACEMAKER AND / OR CARDIAC DEFIBRILLATOR? YES NO Applicant's Initials: \_\_\_\_\_

2. RADIOACTIVE IMPLANT THERAPY: Some forms of disease (e.g., thyroid, prostate cancer) are treated with implanted radioactive 'seeds'. These radioactive implants pose a potential risk to funeral service staff, crematorium operators and the public. In some cases cremation may not be permitted where recent radioactive implants are present in the deceased. The applicant shall notify their funeral service provider of any such implants and shall accept the decision of the crematorium as to whether cremation may or may not be permitted.

WAS THE DECEASED TREATED WITH RADIOACTIVE IMPLANTS WITHIN THE LAST 12 MONTHS? YES NO Applicant's Initials: \_\_\_\_\_  
(If YES, contact the crematorium immediately to ascertain cremation viability.)

**FAILURE OF THE APPLICANT TO DISCLOSE THE PRESENCE OF ANY IMPLANTED DEVICES OR RADIOACTIVE TREATMENTS SHALL MAKE THE APPLICANT LIABLE FOR ANY PERSONAL INJURY, DEATH OR DAMAGES SUFFERED BY CREMATION STAFF OR THE CREMATORIUM.**

3. IDENTIFICATION: The crematorium relies on the identification of the remains provided by the applicant and/or their funeral service provider. Under no circumstance will the crematorium open the casket or container delivered for cremation. The applicant and their agent are solely responsible for any damages, liabilities or costs that may arise from the cremation of human remains mistakenly identified as those of the deceased named above.

I have visually identified the remains of the above named deceased. YES NO Applicant's Initials: \_\_\_\_\_  
or;

If NO, by declining to visually identify the remains of the deceased I accept the identity of the deceased as provided by any facility, organization or other service provider responsible for the shelter, care and/or transfer of the remains of the deceased.

Applicant's Initials: \_\_\_\_\_

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SECTION C: DISCLOSURE OF FUNERAL SERVICE PROVIDER

1. NAME OF FUNERAL SERVICE PROVIDER: \_\_\_\_\_
2. ADDRESS OF FUNERAL SERVICE PROVIDER: \_\_\_\_\_
4. IMPLANTED PACEMAKERS / CARDIAC DEFIBRILLATORS MUST BE REMOVED PRIOR TO CREMATION. WAS A PACEMAKER / DEFIBRILLATOR PRESENT? YES NO  
If YES, WHO HAS REMOVED IT? Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_
5. Was there any known infectious or contagious biohazard present at the time of death? YES NO Are the remains of the deceased embalmed? YES NO
6. What is the approximate combined weight of the remains of the deceased and the casket /container being used? WEIGHT: \_\_\_\_\_
7. NAME OF ARRANGING FUNERAL DIRECTOR (PRINT): \_\_\_\_\_ 8. SIGNATURE: \_\_\_\_\_

**FAILURE OF THE APPLICANT, A FUNERAL DIRECTOR OR A FUNERAL SERVICE PROVIDER TO REMOVE OR HAVE REMOVED IMPLANTED DEVICES AND / OR HAZARDOUS MATERIALS PLACED IN A CASKET / CONTAINER SHALL MAKE THE APPLICANT, THE FUNERAL DIRECTOR AND THE FUNERAL SERVICE PROVIDER INDIVIDUALLY AND JOINTLY PARTY TO AND LIABLE FOR ANY PERSONAL INJURY, DEATH OR DAMAGES SUFFERED BY CREMATION STAFF OR THE CREMATORIUM.**

SECTION D: CREMATION

1. DECEASED'S FULL NAME: \_\_\_\_\_ 2. SEX: \_\_\_\_\_  
(LAST, First Middle)

3. DATE OF DEATH (m/d/y): \_\_\_\_\_ 4. TIME OF DEATH: \_\_\_\_\_ 5. AGE: \_\_\_\_\_

6. CASKET / CONTAINER: Human remains for cremation must be enclosed in a container that is constructed of combustible materials, is sufficiently rigid to ensure stability of its base, and is dry and secure. Signature of this form authorizes the crematorium to remove and dispose of any non-combustible materials, handles, decorative items or attachments that form a part of the exterior of any container or that form a part of post cremation residue.

DESCRIPTION OF CREMATION CASKET / CONTAINER: \_\_\_\_\_

7. HAZARDOUS / NON-COMBUSTIBLE ITEMS: Hazardous, non-combustible materials or objects (plastic, glass, batteries, etc.) shall not be placed into a casket / container being delivered for cremation. Prior to transfer to the crematorium the casket / container shall be inspected for such items and if present these items must be removed.

NAME OF PERSON WHO INSPECTED CASKET / CONTAINER INTERIOR: \_\_\_\_\_ Signature: \_\_\_\_\_

8. CREMATION: The crematorium is authorized to perform the cremation at its discretion and according to its time schedule? YES NO

If NO - Cremation is requested to occur: DAY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

WITNESS: The following person(s) will be in attendance to witness the commencement of the cremation at the day & time indicated above:

NAME(S): \_\_\_\_\_

9. URN: If no urn is supplied the crematorium shall place the cremated remains into a basic cardboard urn that is intended for temporary storage.

URN SUPPLIED? YES NO URN (Type/Model): \_\_\_\_\_

OTHER SPECIAL INSTRUCTION: \_\_\_\_\_

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SECTION E: DISPOSITION OF THE CREMATED REMAINS

Cremation is only a step in the preparation of human remains for final disposition. Following cremation the legal representative of the deceased shall make arrangements for the final disposition of the cremated human remains. One of the following options shall be selected by the applicant.

HOLD: Pending final instruction (90 days maximum). Applicant's Initial: \_\_\_\_\_

I request that the cremated remains of the deceased be held in safekeeping at Royal Oak Burial Park. I understand the cremated remains will be held without instruction for a maximum of 90 days from the date of cremation and I agree to provide final disposition instructions for the cremated remains prior to the expiration of the hold period. After 90 days, and in the absence of final instructions being provided, I understand that a representative of Royal Oak Crematorium will contact me to discuss final disposition instructions.

RETURN: To legal representative or other family member or agent. Applicant's Initial: \_\_\_\_\_

I request that the cremated remains of the deceased be returned to the applicant or my agent named below. I understand that only the person / agent indicated herein shall be authorized to pick-up the cremated remains and that identification may be requested prior to release of the cremated remains. I agree that pick-up of the cremated remains will be made within 48 hours of notification they are available for pick-up. The applicant authorizes the following agent or person(s) to pickup the cremated remains on their behalf:

NAME OF AUTHORIZED AGENT (PRINT): \_\_\_\_\_ PHONE NO. OF AGENT: \_\_\_\_\_

RELATIONSHIP OF AGENT TO APPLICANT / DECEASED: \_\_\_\_\_

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SECTION F: INFORMATION ABOUT THE APPLICANT / AUTHORIZATION

NAME OF APPLICANT: \_\_\_\_\_ RELATIONSHIP TO DECEASED: \_\_\_\_\_  
(Print: LAST, First Middle)

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
(Residential address of applicant - no./street/city/province/postal code) (Area code & no.)

I certify that I am the legal representative of the above named deceased and under the 'Control of Disposition' provisions of Section 5(1) of the Cremation, Interment & Funeral Services Act of B.C. (see reverse) I have the authority to and do hereby authorize the cremation of the above named deceased. I agree to indemnify and hold harmless Royal Oak Crematorium, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ WITNESS: \_\_\_\_\_

## THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts):

### CONTROL OF DISPOSITION

- 5 (1) The right of a person to control the disposition of the human remains or cremated remains of a deceased vests in and devolves on, the following persons in order of priority:
- (a) the personal representative named in the will of the deceased;
  - (b) the spouse of the deceased;
  - (c) an adult child of the deceased;
  - (d) an adult grandchild of the deceased;
  - (e) if the deceased was a minor, a person who was a legal guardian of the deceased at the date of death;
  - (f) a parent of the deceased;
  - (g) an adult sibling of the deceased;
  - (h) an adult nephew or niece of the deceased;
  - (i) an adult next of kin of the deceased determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
  - (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
  - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or is unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority:
- a) Is determined in accordance with an agreement between or among them, or;
  - b) In the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

### DEFINITION OF SPOUSE

“Spouse” means a person who;

- (a) is married to another person;
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or;
- (c) has lived and cohabited with another person in a marriage-like relationship between person of the same gender, for a period of at least 2 years immediately before the other person’s death, including a marriage-like relationship between persons of the same gender.

### WRITTEN AUTHORIZATION

- 8 (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless;
- a) the operator is authorized to do so under the Vital Statistics Act, and;
  - b) the operator;
    - (i) is ordered to do so by a medical health officer under the Health Act, or;
    - (ii) has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

### PROTECTION FROM LIABILITY

- (9) If
- a) there is an error or omission in an authorization provided under section 8 to an operator or funeral provider, or
  - b) the person who signed an authorization provided under section 8 did not have the authority to give the directions set out in the authorization,
- the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

### INFORMATION PRIVACY

The collection, use, disclosure and retention of personal information acquired by Royal Oak Burial Park in the process of providing goods and services is subject to the Burial Park’s Privacy Policy, a copy of which is available on request.

### BYLAWS, RULES & REGULATIONS

The provision of cremation services, use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the Burial Park as may be currently in effect or from time-to-time amended by the Board of Cemetery Trustees of Greater Victoria.