**Cemetery and Funeral Services Regulations**

**made under Section 28 of the**

***Cemetery and Funeral Services Act***

**R.S.N.S. 1989, c. 62**

**O.I.C. 84-156 (effective February 7, 1984), N.S. Reg. 16/1984**

**amended to O.I.C. 2019-37 (effective February 20, 2019), N.S. Reg. 31/2019**

**1**     These regulations may be cited as the *Cemetery and Funeral Services Regulations.*

**1A**  In these regulations,

“financial institution” means a bank or a fraternal society in the Province;

“fraternal society” means a fraternal society as defined in the *Insurance Act*.

**1B**   No person shall solicit another person to enter into an agreement respecting or offer for sale to or sell to another person

                (a)    a prearranged funeral plan;

                (b)    a pre-need cemetery plan; or

                (c)    a cemetery lot or the right to use a lot in a cemetery,

unless he is licensed as a seller or as a salesperson of a licensed seller.

**2**     No person shall be licensed as a seller unless

                (a)    he provides a copy of the last audited financial statement;

                (b)    he provides a list of persons employed or engaged by the seller;

                (c)    he provides a copy of all purchase agreements in use or intended to be used;

                (d)    he provides a bond in the amount specified in ~~Regulation~~ [Section] 12;

                (e)    he completes the application form prescribed by the Registrar;

                (f)    he pays the annual fee of $66.00;

                (g)    in the case of a seller of cemetery lots or the right to use a lot in the cemetery, he has submitted an irrevocable trust agreement for the care fund and it has been approved by the Registrar;

                (h)    in the case of a seller of prearranged funeral plans or pre-need cemetery plans, he has submitted a copy of the agreement made between the applicant and a financial institution respecting trust accounts~~; and~~[.]

                (i)     **[repealed]**

**3**     No person shall be licensed as a salesperson unless

                (a)    he is an individual, 19 years of age or older;

                (b)    he is a salesperson of a licensed seller;

                (c)    he completes the application form prescribed by the Registrar;

                (d)    he pays the annual fee of $33.00 and

                (e)    if required by the Registrar, he provides a bond.

**4**     No seller’s licence shall be renewed unless the seller

                (a)    files a report, prescribed by the Registrar, within three months immediately following the end of the seller’s fiscal year, which has been completed by a public accountant licensed under the Public Accountants Act and signed by the seller, that states that the seller has kept, in connection with the sale of prearranged funeral plans, pre-need cemetery plans, or cemetery lots or the rights to use a cemetery lot, the records and accounts required by the Act and regulations in respect of money or other valuable property received by him in trust from purchasers for and during the fiscal year;

                (b)    completes the renewal application prescribed by the Registrar;

                (c)    updates all information filed with the original application;

                (d)    pays the annual fee; and

                (e)    if required by the Registrar, provides additional information.

**5**     No salesperson’s licence shall be renewed unless the salesperson

                (a)    completes the renewal application prescribed by the Registrar;

                (b)    updates all information filed with the original application;

                (c)    pays the annual fee; and

                (d)    if required by the Registrar, provides a bond.

**6**     The Registrar may require at any time any further information or material to be submitted by any applicant or any licensed person within a specified time limit, and may require if he so desires verification by affidavit or otherwise of any information or material then or previously submitted.

**7**     The Registrar may refuse to licence or renew a licence where a person

                (a)    has violated any provision of the Act or regulations;

                (b)    has made a material misstatement in the application for his licence or in any of the information or material submitted by him to the Registrar;

                (c)    has been guilty of misrepresentation, fraud, or dishonesty; or

                (d)    has demonstrated that it is not in the public interest that he be licensed.

**8     (1)**    Every seller and salesperson shall, in all verbal or written communication regarding the sale of prearranged funeral plans, pre-need cemetery plans and cemetery lots or the right to use a lot, use the name under which he obtained his licence and identify his licence by the number it bears.

**(2)**    A salesperson shall in addition give the name of the seller by whom he is engaged.

**9     (1)**    The transfer of the licence from one person to another is prohibited.

**(2)**    The termination of the employment of a salesperson with a licensed seller shall operate as a cancellation of the licence of such salesperson until, upon receipt of application from such salesperson, the Registrar reissues the licence.

**10   (1)**    The Registrar shall require an applicant for a licence or a renewal of a licence to provide a bond before the licence will be issued or renewed.

**(2)**    The Registrar may at any time require to be delivered a bond or such other collateral security as he deems necessary.

**11   (1)**    Any bond required to be given under the Act or by the Registrar shall be in one of the following forms:

                (a)    surety bond;

                (b)    bond of guarantor; or

                (c)    such other form as the Registrar may from time to time specify.

**(2)**    For purposes of these regulations

                (a)    a “surety bond” means a bond of a guarantee company which is a three party undertaking naming a principal, obligee and surety under which the surety agrees to indemnify the obligee against loss arising from the failure of the principal to comply with the provisions of the Act or the regulations made pursuant thereto;

                (b)    a “bond of a guarantor” means an instrument whereby a principal (person seeking bond coverage) and a guarantor (another person) jointly pledge collateral security of a predetermined amount to the Province of Nova Scotia which may be forfeited in the event of any violation by the principal of the provisions of the Act or the regulations made pursuant thereto;

                (c)    “collateral security” means negotiable securities such as stocks, bonds and debentures that have a market value and can be sold providing they are properly endorsed and are in bearer form.

**(3)**    A bond of a guarantor shall in all instances be accompanied by collateral security acceptable to the Registrar in an amount as prescribed by the Registrar.

**(4)**    The collateral security referred to in subsection (3) shall be deposited with the Minister of Finance and Treasury Board and maintained at a market value of not less than that prescribed.

**12**   **(1)**    The amount of the bond required to be given by an applicant shall be as follows:

                (a)    unless a different amount is required by the Registrar under subsection (2), in the case of a seller of prearranged funeral plans or pre-need cemetery plans

                         (i)     where there are 1 to 30 plans.............................................$5,000.00

                         (ii)    where there are 31 to 60 plans.........................................$10,000.00

                         (iii)   where there are 61 to 90 plans ........................................$15,000.00

                         (iv)   where there are more than 90 plans.................................$20,000.00

                (b)    in all other cases, the amount of the bond shall be at the discretion of the Registrar.

**(2)**    The Registrar may, in the Registrar’s sole discretion, require an applicant to provide a bond in an amount that is more than the amount set out in clause (1)(a) based on the following:

                (a)    past compliance issues involving the applicant;

                (b)    whether in the opinion of the Registrar the amount of the bond set out in clause (1)(a) is inappropriate based on the Registrar’s assessment of the risk to the public.

**13   (1)**    Any bond delivered under this Act shall be forfeited upon the demand of the Registrar where

                (a)    the person in respect of whose conduct the bond is conditioned or any representative, agent or salesperson of that person has been convicted of

                         (i)     an offence under this Act or any regulation, or

                         (ii)    an offence involving fraud, theft or conspiracy to commit an offence involving fraud; or theft under the Criminal Code (Canada);

or

                (b)    judgment in respect of a claim arising out of a prearranged funeral plan, a pre-need cemetery plan or the sale of lot in a cemetery or the right to use a lot has been given against the person in respect of whose conduct the bond is conditioned or against any representative, agent or salesperson of that person; or

                (c)    the person in respect of whose conduct the bond is conditioned commits an act of bankruptcy, whether or not proceedings have been taken under the *Bankruptcy Act* (Canada); or

                (d)    a decision has been rendered by the Registrar in writing stating in effect that after consideration of a complaint or the results of an inspection, the Registrar is satisfied that the person in respect of whose conduct the bond is conditioned, or any representative, agent or salesperson of that person,

                         (i)     has violated any provision of the Act or these regulations,

                         (ii)    has failed to comply with any of the terms, conditions or restrictions to which their licence is subject, or

                         (iii)   is in breach of contract.

**(2)**    Notwithstanding the fact that Her Majesty the Queen in the right of Her Province of Nova Scotia has not suffered any loss or damages, every bond delivered to the Registrar under this Act or regulations shall be construed as being a penal bond and where any such bond is forfeited pursuant to this Act the amount due and owing as a debt to Her Majesty the Queen in the right of Her Province of Nova Scotia by the person bound thereby shall be determined as if Her Majesty suffered such loss or damages as would entitle Her Majesty to be entitled to the maximum amount of the liability prescribed by the bond.

**(3)**    For the purpose of every act and omission occurring during the period of licensing, every bond shall continue in force for a period of two years after the licence or renewal thereof to which it relates lapses or is cancelled.

**(4)**    Notwithstanding any other provision of this Act, the total liability of the insurer under the bond shall not at any time exceed the face value of the bond.

**(5)**    Where new bonds have been issued from time to time by the same guarantor party on the expiry of previous bonds all such bonds shall be deemed to be one continuing bond and the maximum amount for which the guarantor party shall be liable shall be the face value of the bond last issued upon expiry of a previous bond.

**(6)**    Where a bond secured by the deposit of collateral security with the Registrar is forfeited under this Act, the Registrar may sell the collateral security at the current market price.

**14**   Where a bond has been forfeited and the Registrar has not received notice in writing of any claim against the proceeds of the bond or such part as remains in his hands within two years of the forfeiture, the Registrar may pay the proceeds of the bond or the collateral security or any part remaining, to any person who made a payment under the bond or who deposited the collateral security, after first deducting the amount of any expenses that have been incurred in connection with any investigation or otherwise relating to the direct seller or salesperson in respect of whose conduct the bond was conditioned.

**Definition of “recipient” in Sections 15, 15A, 16A and 16B**

**14A**In Sections 15, 15A, 16A and 16B of these regulations, “recipient” means an individual who is named in a pre-arranged funeral plan or pre-need cemetery plan as an individual for whom the funeral merchandise and services or cemetery goods and services are to be provided.

**Trust accounts**

**15   (1)**    Every seller of prearranged funeral plans and pre-need cemetery plans shall maintain a separate account designated as a trust account in a financial institution, for each individual who has purchased a trust-funded plan, in which shall be deposited all money received from the sale of the trust-funded plan together with any income earned thereon and he shall at all times keep such money separate and apart from money belonging to himself, and shall disburse such monies only in accordance with Section 15 of the Act.

**(2)**    Every seller shall establish a trust ledger for their trust account and each month shall prepare and maintain in their trust ledger full details of money deposited and money disbursed for each trust-funded plan, including all of the following:

                (a)    the name of the purchaser;

                (b)    the purchase agreement number of the plan;

                (c)    the number of recipients covered by the plan;

                (d)    for money that is deposited,

                         (i)     the amount deposited,

                         (ii)    the date it is deposited,

                         (iii)   the names of all recipients for whom it is deposited, and

                         (iv)   whether the amount deposited is a deposit in full, an initial instalment deposit, an instalment deposit or final deposit;

                (e)    for money, including interest, that is disbursed,

                         (i)     the amount disbursed,

                         (ii)    the date it is disbursed,

                         (iii)   to whom it is disbursed,

                         (iv)   the names of all recipients for whom it is disbursed, and

                         (v)    whether the disbursement means that the contract is fulfilled, partially fulfilled or cancelled;

                (f)    the total amount of interest accrued during that month;

                (g)    the opening and closing trust account balances for the month.

**(3)**    **[repealed]**

**(4)**    Each month, every seller shall prepare and maintain a monthly financial institution reconciliation or reconciliations which correctly reconcile the statement or passbook figures of the depository with the figures shown as on deposit in trust according to the seller’s books of account.

**(5)**    Every seller shall keep all of the following for all of their trust accounts:

                (a)    duplicate deposit slips;

                (b)    cancelled cheques;

                (c)    financial institution statements or pass books;

                (d)    duplicates of proofs of deposits required by subsection (7);

                (e)    duplicates of semi-annual statements required by subsection (9);

                (f)    a copy of all purchase agreements for trust-funded plans;

                (g)    trust ledgers.

**(6)**    Every seller shall deposit all monies received from the sale of trust-funded plans within 10 business days of receipt of such monies.

**(7)**    Every seller shall ensure that a purchaser of a trust-funded plan receives proof of deposit of the purchaser’s payment to a trust account by the following deadlines:

                (a)    for a plan that is not being purchased by instalment payments, no later than 21 days after the date the seller receives payment for the plan from the purchaser;

                (b)    for a plan that is being purchased by instalment payments, no later than 21 days after the date the seller receives the initial instalment payment from the purchaser.

**(8)**    Proof of deposit is a record verified by the financial institution that states all of the following:

                (a)    the name of the purchaser;

                (aa)  the recipient’s name;

                (b)    the amount of the deposit;

                (c)    the date of the deposit.

**(9)**    If a trust-funded plan is purchased by instalment payments, the seller shall also ensure the purchaser receives proof of deposit at least semi-annually confirming deposit of all other payments received from the purchaser.

**Ledger for insurance-funded plans**

**15A**A seller shall establish a ledger for all insurance-funded plans sold, and shall update the ledger each month with all of the following for each plan sold:

                (a)    the purchaser’s name;

                (b)    the recipient’s name;

                (c)    the insurer’s name;

                (d)    the names of all beneficiaries covered by the insurance policy;

                (e)    the sequential purchase agreement number of the plan;

                (f)    the number of the insurance policy, when known;

                (g)    the total price payable under the purchase agreement;

                (h)    the dollar amount of the proceeds to be provided under the insurance policy, as known at the time of purchase.

**Administrative expenses for trust-funded plans**

**16**   Pursuant to subsection 15(2) of the Act, the percentage which the seller of a trust-funded plan may retain on account of administrative expenses shall not exceed 10%.

**Purchase agreements**

**16A(1)**    A seller shall use sequentially numbered purchase agreements for pre-arranged funeral plan purchase agreements and pre-need cemetery plan purchase agreements.

**(2)**    **[repealed]**

**(3)**    A purchase agreement for a pre-arranged funeral plan shall be titled “Purchase Agreement for Pre-Arranged Funeral Plan” and shall not be used for any other purpose.

**(4)**    A purchase agreement for a pre-need cemetery plan shall be titled “Purchase Agreement for Pre-Need Cemetery Plan” and shall not be used for any other purpose.

**(5)**    A seller shall ensure that a purchase agreement for a pre-need cemetery plan or pre-arranged funeral plan contains all of the following:

                (a)    all of the following about the seller:

                         (i)     name,

                         (ii)    licence number,

                         (iii)   address,

                         (iv)   telephone number,

                         (v)    e-mail address, if any;

                (aa)  all of the following about the salesperson:

                         (i)     name,

                         (ii)    licence number;

                (b)    all of the following about the purchaser:

                         (i)     name,

                         (ii)    address,

                         (iii)   telephone number,

                         (iv)   e-mail address, if any;

                (c)    the name and address of the recipient of the plan if different from the purchaser;

                (d)    the date the agreement is entered into, and the civic address of the location where it is signed;

                (e)    **[repealed]**

                (f)    the purchaser’s signature acknowledging receipt of a copy of the contract;

                (g)    an itemized list of prices and detailed descriptions for all funeral merchandise and services or cemetery goods and services, including all fees and charges that are included in the total price payable under the purchase agreement, listed either as individual funeral merchandise, cemetery goods or services or as sold together as part of a package, and sufficiently described so that the purchaser can understand which funeral merchandise, cemetery goods or services are being purchased, as well as the quality of the funeral merchandise, cemetery goods or services that are included in the total price payable under the purchase agreement;

                (h)    in addition to the words required by subsection 11(3) of the Act, a statement in bold type no smaller than 10 points in size setting out the purchaser’s rights of cancellation as specified in Sections 11 and 13 of the Act;

                (i)     any fee charged for storing funeral merchandise or cemetery goods purchased in advance of need;

                (j)     the name and address of any person the purchaser requires the seller to send a copy of the purchase agreement to;

                (k)    for a trust-funded plan, the information required by subsection 16AA(1);

                (l)     for an insurance-funded plan, the information required by subsection 16AB(1).

**(6)**    A seller shall retain copies of all of the following for at least 5 years after the date the agreement is fulfilled, cancelled or assigned to or from another seller:

                (a)    all purchase agreements fulfilled, cancelled or assigned to or from another seller for funeral and cemetery goods and services;

                (b)    death certificates in the case of pre-arranged funeral plans and burial certificates in the case of pre-need cemetery plans;

                (c)    cancellation requests;

                (d)    for a pre-arranged funeral plan that has been assigned to another licensed seller under clause 13B(1)(a) of the Act, the written consent of the purchaser required by that clause;

                (e)    for a purchase agreement for a trust-funded plan, the items required by subsection 16AA(2);

                (f)    for a purchase agreement for an insurance-funded plan, the items required by subsection 16AB(2).

**Purchase agreements for trust-funded plans**

**16AA(1)** In addition to the requirements for all purchase agreements, a seller shall ensure that a purchase agreement for a trust-funded plan contains all of the following:

                (a)    the following statement in bold type no smaller than 10 points in size directly under the list of funeral merchandise and services or cemetery goods and services required by clause 16A(5)(g):

The itemized funeral merchandise and services or cemetery goods and services listed above are included in the total price payable under this agreement and are guaranteed to be provided at that price if the purchaser is not in default on the agreed-upon schedule of instalment payments. No other funeral merchandise and services or cemetery goods and services may be added or charged for unless the purchaser has consented in writing.

                (b)    a detailed statement no smaller than 10 points in size setting out the terms of payment, that includes all of the following:

                         (i)     the initial payment received by the seller,

                         (ii)    whether the balance is paid in full by lump sum or is to be paid by instalment,

                         (iii)   if to be paid by instalment, all of the following:

                                  (A)   the agreed-upon schedule of payments,

                                  (B)   the amount of each payment,

                                  (C)   the obligations of the seller and the obligations of the purchaser when a payment is missed, as prescribed by the Act and regulations;

                (c)    the total price payable under the purchase agreement;

                (d)    whether the seller will be retaining a percentage of the total price payable under the plan on account of administrative expenses, and if so the percentage and the dollar value that will be retained;

                (e)    the following statement directly above the purchaser’s signature, in bold type and no smaller than 10 points in size:

By law, the seller of a trust-funded plan must deposit all the money you pay them, less any administrative expenses agreed to in this purchase agreement, into a trust account at a financial institution. If payment is by lump sum, the seller must ensure that you are given written proof of the deposit no later than 21 days after they receive the money from you. If the seller has agreed to allow you to pay by instalments, the seller must ensure that you receive written proof of deposit of the first payment no later than 21 days after they receive the payment, and must ensure you receive written proof at least semi-annually confirming deposit of your other payments. If you do not receive the required proof of deposit, please contact the seller. If after contacting the seller, the matter continues to be unresolved, please contact the office of the Registrar of Cemetery and Funeral Services.

**(2)**    A seller of a trust-funded plan shall retain copies of all of the following in accordance with subsection 16A(6):

                (a)    refund requests;

                (b)    cancelled cheques issued to purchasers for refunds or cancellations;

                (c)    all written notices of default and cancellation sent under Section 13A of the Act.

**Purchase agreements for insurance-funded plans**

**16AB (1)** In addition to the requirements for all purchase agreements, a seller shall ensure that a purchase agreement for an insurance-funded plan contains all of the following:

                (a)    the following statement in bold type no smaller than 10 points in size, directly under the list of funeral merchandise and services or cemetery goods and services referred to in clause 16A(5)(g):

The itemized funeral merchandise and services or cemetery goods and services listed above are included in the total price payable under this agreement and are guaranteed to be provided at that price, if the insurance contract that funds the pre-arranged funeral plan or pre-need cemetery plan is in good standing.

                (b)    all of the following for the insurer:

                         (i)     name,

                         (ii)    address,

                         (iii)   telephone number,

                         (iv)   e-mail address, if any;

                (c)    all of the following for the insurance agency:

                         (i)     name,

                         (ii)    address,

                         (iii)   telephone number,

                         (iv)   e-mail address, if any;

                (d)    the name of the beneficiary of the insurance;

                (e)    the name of the insured under the insurance policy;

                (f)    confirmation of 1 of the following:

                         (i)     that the holder of the funeral home licence or the operator of the cemetery or crematorium is being designated as the beneficiary of the insurance, or

                         (ii)    that the proceeds of the insurance are being assigned to the holder of the funeral home licence or to the operator of the cemetery or crematorium;

                (g)    the insurance agency’s licence number under the *Insurance Act*;

                (h)    the insurance policy number, if known;

                (i)     the total price payable under the purchase agreement;

                (j)     the dollar amount of the proceeds to be provided under the insurance policy, as known at the time of purchase;

                (k)    the following statement in bold type no smaller than 10 points in size, directly above the purchaser’s signature line:

The cancellation of the pre-arranged funeral plan or the pre-need cemetery plan does not automatically cancel the insurance contract. However, the cancellation of the insurance contract automatically cancels the pre-arranged funeral plan or pre-need cemetery plan.

**(2)**    In accordance with subsection 16A(6), a seller of an insurance-funded plan shall retain copies of all of the documents required to be attached to the purchase agreement under Section 10A of the Act.

**Records of merchandise purchased under trust-funded plans**

**16B**    A seller who purchases funeral or cemetery merchandise before it is used in accordance with a trust-funded plan and removes funds from trust to purchase the merchandise shall keep the following records for the merchandise:

                (a)    an inventory of the merchandise purchased that

                         (i)     assigns each item to the purchase agreement for which it was purchased, and

                         (ii)    includes the following information for each item:

                                  (A)   the date of purchase,

                                  (B)   the names of all recipients for whom the item is purchased,

                                  (C)   the purchase agreement number of the plan to which the item is assigned,

                                  (D)   a description of the item purchased sufficient to identify the item,

                                  (E)   the address where the item is stored;

                (b)    in the file for the purchase agreement, all of the following:

                         (i)     the purchase invoice for each item,

                         (ii)    any request for release of funds from trust for an item.

**Report on records and accounts**

**16C  (1)**  The report on records and accounts required by clause 4(a) shall confirm all of the following for trust-funded plans:

                (a)    that money received for the trust-funded plans has been disbursed only in accordance with the Act and these regulations;

                (b)    that the seller has maintained the required monthly trust ledgers in accordance with subsection 15(2);

                (c)    that the seller has reconciled the trust ledger to the financial institution records on a monthly basis in accordance with subsection 15(4);

                (d)    that the seller has retained the documents required under subsection 15(5);

                (e)    that deposits of money received from the sale of the trust-funded plans have been made to the appropriate trust accounts no later than 10 business days after the money was received in accordance with subsection 15(6);

                (f)    that purchasers have been provided with proof of deposit to the trust account no later than 21 days after the seller received the money in accordance with subsection 15(7);

                (g)    that purchasers who are paying by instalment payments have been provided with their semi-annual proof of deposits in accordance with subsection 15(9);

                (h)    if the seller is required to maintain an inventory of merchandise, that the seller has maintained records showing assignment of the merchandise to individual purchase agreements in accordance with Section 16B;

                (i)     the amount of money held in trust;

                (j)     for a cemetery that made deposits to the care fund and made withdrawals from the income of the care fund, that it did so in accordance with Section 24 of the Act and Sections 28 to 33 of these regulations;

                (k)    that the seller has retained the documents required under subsection 16A(6);

                (l)     any information required by the Registrar about the seller’s records and accounts.

**(2)**    The report on records and accounts required by clause 4(a) shall confirm all of the following for insurance-funded plans:

                (a)    that the seller has maintained the required monthly ledgers in accordance with Section 15A;

                (b)    that the seller has retained the documents required under subsection 16A(6);

                (c)    any information required by the Registrar about the seller’s records and accounts.

**Assignment of a pre-arranged funeral plan**

**16D  (1)**  The purchaser’s written consent required by clause 13B(1)(a) of the Act, consenting to the assignment of a pre-arranged funeral plan, shall include all of the following:

                (a)    the name of the seller who is assigning the plan;

                (b)    the name and signature of the seller to whom the plan is being assigned;

                (c)    the name and signature of the purchaser.

**(2)**    A seller who is assigning a pre-arranged funeral plan shall do all of the following no later than 15 business days after the date they receive a purchaser’s written consent to assign the plan:

                (a)    deliver the assignment and the purchase agreement to the seller to whom the plan is being assigned;

                (b)    if the purchase agreement is for a trust-funded plan, provide written notification to the financial institution holding the funds in trust that all the money held in trust is to be transferred to the trust account of the seller to whom the plan is being assigned.

**(3)**    A seller who accepts assignment of a pre-arranged funeral plan becomes the licensed seller under the purchase agreement with the purchaser and assumes all the rights and obligations of the assigning licensed seller, subject to any amendments agreed to by the purchaser.

**Sale, change in location or intended cessation of operations of funeral home**

**16E  (1)**  The written notice to a purchaser about the sale, change in location or intended cessation of operations of a funeral home, required by subsections 13C(1) and (2) of the Act, shall include all of the following:

                (a)    the name of the purchaser and, if different from the purchaser, the name of the person for whom the pre-arranged funeral plan was purchased;

                (b)    the sequential purchase agreement number designated by the funeral home;

                (c)    a copy of the purchase agreement;

                (d)    if the plan is a trust-funded plan, the amount of money held in trust, including income earned, that is available to the purchaser;

                (e)    if the plan is a trust-funded plan, the options available to the purchaser for dealing with the money held in trust, in accordance with subsection (2).

**(2)**    The options required by clause (1)(e) for a notice are

                (a)    for a notice about the intended cessation of operations of a funeral home, all of the following options:

                         (i)     the option to cancel the pre-arranged funeral plan and receive a refund, in accordance with Section 13D of the Act,

                         (ii)    the option to assign the pre-arranged funeral plan to another licensed seller willing to accept the assignment, in accordance with Section 13B of the Act and these regulations;

                (b)    for a notice about the sale of a funeral home, all of the following options:

                         (i)     the options set out in clause (a),

                         (ii)    the option to assign the pre-arranged funeral plan to the purchasing funeral home, in accordance with Section 13B of the Act and these regulations;

                (c)    for a notice about the change in location of a funeral home, all of the following options:

                         (i)     the options set out in clause (a),

                         (ii)    the option to retain the pre-arranged funeral plan with the licensed seller at the new location.

**(3)**    An interim report to the Registrar required by clause 13C(4)(a) of the Act in advance of an intended sale or cessation of operations of a funeral home operated by a seller, shall include all of the following:

                (a)    the total number and value of all pre-arranged funeral plans held by the seller;

                (b)    the total number and value of all trust-funded plans held by the seller;

                (c)    the total number and value of all insurance-funded plans held by the seller;

                (d)    a plan for how purchasers will be provided the written notice required by subsections 13C(1) and (2) of the Act.

**Cemeteries**

**17   (1)**    The plan of a cemetery required to be filed by Section 21 of the Act shall be drawn to scale and shall show the location and dimensions of every lot, walk, fence, road, watercourse and building in the cemetery and the adjoining roads and compass bearings.

**(2)**    Every plan of

                (a)    a cemetery that contains three or more acres of land or of an extension to an existing cemetery that contains three or more acres of land; and

                (b)    a cemetery operated for gain or profit or an extension thereof,

shall be prepared by and the land shall be surveyed and subdivided by a Nova Scotia land surveyor or a professional engineer.

**(3)**    No lot in a cemetery, nor the right to use a lot in a cemetery shall be sold unless the lot being sold is shown on the plan and the plan has been accepted for filing by the Registrar.

**(4)**    Subsection (3) shall not come into effect until June 1, 1984.

**18**   No operator shall charge an excessive amount for a disinterment.

**19**   An operator shall not refuse to install or refuse to permit the installation of any cemetery supplies if the material and erection comply with the regulations of the cemetery.

**20**   Every operator shall file with the Minister a list of all by-laws, rules and regulations made by him and any amendments thereof, and no by-law, rule or regulation shall have any force or effect unless approved by the Minister.

**21**   The Minister may revoke any approval given by him under Section 20.

**22**   Every operator shall keep a register in which shall be entered

                (a)    the name and address of every owner of a lot; and

                (b)    every transfer of the ownership of a lot.

**23**   Every operator shall keep a separate register for public inspection in which shall be entered

                (a)    the name of every deceased person whose body is interred in the cemetery;

                (b)    the location of every body interred in the cemetery, mausoleum or columbarium;

                (c)    the date of the burial of every such body; and

                (d)    the particulars of every disinterment or removal of a body.

**24   (1)**    Every transfer of the ownership of a lot after the original sale shall be made by the registered owner or his legal representative giving to the operator of the cemetery a written notice containing a description of the lot, the date of the sale and the name and address of the transferee.

**(2)**    Upon receipt of the notice and payment of a fee not exceeding $2, the operator shall forthwith enter in the register kept in accordance with Section 22, the date of the transfer and the name and address of the transferee.

**25**   No change in the ownership of a cemetery shall become effective until written notice thereof has been given to the Registrar and the change has been approved by the Minister.

**26**   Every operator shall at the request of the Registrar furnish such information as the Minister requires in respect of the cemetery and the care and management thereof.

**27   (1)**    Whenever it is desirable to discontinue the operation of a cemetery, in which human bodies or human remains have been buried, the operator shall take adequate steps to ensure that the cemetery will be maintained in a decent manner which will not create an offence or public health nuisance.

**(2)**    In the case of a cemetery which was operated by an organization other than a municipality, the organization which operated the cemetery may enter into a contract or agreement with the municipality in which the cemetery is located or with a municipality served by the cemetery, such that the municipality contracts or agrees to provide adequate maintenance for the cemetery. In such case, the responsibility of the municipality will be the same as though the cemetery were municipally operated.

**27A**  If the circumstances described in subsection 27C(4) of the Act exist, requiring further arrangement for carrying on the operation of a cemetery, the Minister may re-appoint an administrator, or appoint a different administrator.

**Care fund**

**28**     Every operator shall deduct from the money received from the sale of a cemetery lot or the right to use a lot in a cemetery, and set aside in the care fund at least fifteen percent of the money received, or fifty dollars, whichever is the larger amount.

**29     (1)**  The care fund shall be held and administered by a trustee approved by the Registrar in accordance with an irrevocable trust agreement approved by the Registrar.

**(2)**  An operator shall submit to the Registrar for approval a copy of the trust agreement which the operator intends to use and the Registrar shall advise the operator within 30 days whether the trust agreement has been approved or not approved.

**30**     Every trustee shall

                (a)    receive money deposited by the operator and invest funds in the trust in securities as directed by the terms of the trust agreement or, in default of a direction, in securities in which it may by law as a trustee invest trust money;

                (b)    maintain a record of money received for deposit to the care fund, securities bought and sold, and income earned on the investments;

                (c)    after deducting the amount allowed under Section 32 or 33, advise the operator of the net income for the year available for the care and maintenance of the cemetery; and

                (d)    except as otherwise provided in Section 31, from the net income available pay the operator up to the amount he has spent for care and maintenance during that year, as evidenced by a certificate from the operator.

**31     (1)**  Where the operator in any year

                (a)    does not withdraw any or all of the income to which he is entitled; or

                (b)    the income available is in excess of the amount covered by the certificate for the particular year,

the trustee shall hold and reinvest the balance which, together with the income it earns, shall be available to the operator under the same conditions as in ~~subsection~~ [clause] (d) of Section 30 for care and maintenance in future years when required.

**(2)**  Nothing shall prevent the operator from depositing all or part of the balance and the income earned to the principal of the care fund.

**(3)**  The trustee shall not be held liable for any payments to the operator from the income of the care fund in compliance with a certificate for care and maintenance performed.

**(4)**  Any amendment to the trust agreement, including a change in the trustee of the care fund, shall not take effect until the amendment is filed with and approved by the Registrar.

**32**     Subject to Section 33, an authorized trustee may, as remuneration for his services, in each year deduct and retain, from the income received, other than capital income, in that year on behalf of an owner, a portion thereof not exceeding an amount equal to five percent of that income of the fund.

**33**     Notwithstanding Section 32, in any year that the remuneration to which an authorized trustee is entitled under a contract with an owner in force on the coming into force of ~~this~~ [these] regulation[s], is less than the remuneration that that authorized trustee may deduct under Section 32, the authorized trustee shall deduct only the amount to which he is entitled under the contract.

**Advertising**

**34**     No seller or salesperson shall

                (a)    include inaccurate or deceptive claims or statements, either direct or implied, with respect to price, worth, value or availability of funeral merchandise or services or cemetery goods or services in any advertisement;

                (b)    advertise in a format which has the appearance of a public service advertisement with the effect of concealing its commercial intent;

                (c)    advertise in such a manner as to exploit human misery or to play upon fears which would encourage the consumer to purchase funeral merchandise or services or cemetery goods or services;

                (d)    advertise in a tasteless manner; or

                (e)    make reference to price in an advertisement unless the advertisement includes a detailed description of the funeral merchandise or services or the cemetery goods or services.

**35     (1)**  The operator of any cemetery not formed for the purpose of gain or profit and containing less than 1500 lots shall be exempt from the provisions of the Act.

**(2)**  The operator of any cemetery not formed for the purpose of gain or profit and containing 1500 lots or more shall be exempt from the provisions of Sections 7 and 8 of the Act and subsection (1) of Section 21 of the Act.

**36**     No seller or salesperson shall

                (a)    solicit the purchase of a prearranged funeral plan, a pre-need cemetery plan or a cemetery lot or the right to use a lot in a cemetery by means of a telephone; and

                (b)    solicit the purchase of a prearranged funeral plan, a pre-need cemetery plan or a cemetery lot or the right to use a lot in a cemetery by means of selling or offering for sale goods or services from door to door.