

Pre-purchase of Council Cemetery Site Application

Applicant's Details (Responsible for Payment)

Burial Right Holder for this Application

Given Names:			
Surname:			
Address:			
Phone:			
Email:			
Mr:	Mrs:	Ms:	Other:

Cemetery

- | | | |
|---------------|---------------|-----------|
| Beenleigh | Eagleby | Maclean |
| Chambers Flat | Logan Village | Parkhouse |

Burial Site

- | | |
|------------------|------------------------|
| Lawn Section | Monumental Section |
| Ashes Garden Bed | Columbarium Wall Niche |

Pre-purchase Options

- | | |
|------------------------------|------------------------|
| Plot Only (Lawn or Monument) | Plot + 1 Interment |
| Ashes Garden Bed Niche | Columbarium Wall Niche |

Site Details

Site Number/s	
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Payment Options

☐ Payment in Full

☐ Payment Plan

Payment Plan Duration

☐ 12 months

☐ 18 months

☐ 24 months

Please be advised that our Council Cemeteries Department has established specific payment plans based on the pre-purchase option and duration selected above.

A deposit of 20% of the total amount is required and must be paid within seven (7) days of submitting your application. This deposit will be deducted from the total amount owing.

Additional Burial Right Holder/s (optional)

Given Names:

Surname:

Address:

Phone:

Email:

Mr: ☐

Mrs: ☐

Ms: ☐

Other: ☐

Conditions of application

Applicant's obligations

The Applicant and Burial Right Holder must comply with the rules and regulations that apply to the operation of the cemetery. Council may vary its rules and regulations at any time and in any manner it deems appropriate.

Burial Rights

Graves (and Ashes Memorialisation in gravesite)

The Applicant is acquiring a Burial Right for a particular gravesite. A Burial Right is a right to be buried in a gravesite and to authorise the burial of others in the gravesite (up to the number permitted in that grave as determined by Council).

The underground conditions of a gravesite are not known until the grave is dug. The exercise of the Burial Right is conditional on the ground being suitable as a grave, this will be determined by Council at the time the grave is dug. In the event the ground is not suitable we will offer an alternative gravesite as close as possible to the specified gravesite.

The Burial Right may not be sold and is not transferable or transmissible by death. A Burial Right for a gravesite can be surrendered to Council. If surrendered Council will pay the Burial Right Holder or their estate a refund.

On the death of the Burial Right Holder the authority to authorise burials in a gravesite reverts to Council. Council will permit, in its absolute discretion, a spouse, child, partner, relative, direct descendant, legal representative or friend of the Burial Right Holder to be buried in the gravesite provided that it has no reason to believe that the Burial Right Holder would have objected.

Under no circumstances is a person permitted to enter a gravesite to carry out works without written approval from Council. This is to make sure the *Work Health and Safety Act* provisions are complied with.

Ashes memorial garden or Columbarium Wall (Niche)

Council will maintain a niche for a period of seventy years from the time it is first used for the disposal of ashes. After seventy years, Council may remove a niche and demolish a columbarium or garden of remembrance. Unless claimed by a descendant of the deceased person, Council shall bury free of charge, the contents of niches and inscription plates in a general Garden of Remembrance.

Plaques and Plaque Bases

All plaques and bases for lawn cemeteries must be installed by Council. Flat granite and marble bases for lawn graves may be supplied by monumental masons (provided bases are to Council's specifications).

Council accepts no responsibility for the maintenance of any plaque or monument that may be constructed on the grave. The plaques and monuments will always remain the responsibility of the Burial Right Holder or the family and descendants of the buried person. Council reserves the right to remove any plaque or monument (after due notice to family or descendants) if it is rendered dangerous to cemetery staff or visitors.

Council acts in good faith when it relies on advice provided by the Applicant / s and does not accept any responsibility for allowing a burial that might be the subject of a later dispute between family members.

Cemetery Site – Preamble to fees and charges

An Applicant may apply for a specified gravesite. Underground conditions of a gravesite are not known until the grave is dug. In some rare instances the gravesite cannot be used as a grave due to the underground conditions (e.g rock). If Council has determined that the specified gravesite cannot be used at the time of need, we will offer an alternative gravesite as close as possible to the specified gravesite. On the rare occasion that an alternative gravesite is not available at the Cemetery a refund may be payable.

Refund of Cemetery Fees

- a. If Council has determined that the ground is not suitable for a grave, we will offer an alternative gravesite as close as possible to the specified gravesite. Where an alternative gravesite is not available at the Cemetery, a refund may be payable. The amount of the refund payable is to be determined by Council based upon the extent of the services performed.
- b. A refund may also be payable in the following situations: relinquishing a gravesite, no longer requiring a pre-paid interment fee or deciding not to continue with a pre-payment.
- c. A full refund is payable when there is an error or omission in the cemetery records which prohibits the use of a pre-purchased burial right.
- d. Burial right in respect of an unused gravesite and an ashes memorial site may be returned to Council for a full refund of the original purchase price. A request for a refund must be made in writing to Council by the Burial Right Holder or their authorised representative.

I _____ **accept the above conditions of this application.**

Signature _____ Date _____