

Licence Holder Rules and General Obligations

Becoming a Licence Holder

The decision to become a Licence Holder is an important role and carries obligations. The decision must only be made by an individual who is comfortable with the obligation to become the authorised contact with Cemetery & Interment Services of Council ("Cemetery Management") and provide some of their personal information including; full legal name, date of birth, current address, and contact details. A Licence Holder is also responsible for ensuring their contact information is correct and up to date to enable fast secure contact to be made by the Cemetery Management team to provide information about the cemeteries, including but not limited to; changes to policies, directions, updates to general or specific requirements, improvements to the grounds, new product options, etc., when necessary.

The person who makes application and is approved to purchase an allotment or memorial location in any Council cemetery (or designated memorial park) becomes the recognised Licence Holder with Cemetery Management (sometimes referred to as a Legal Grantee, or Grantee) and is the only person recognised who may make requests for interment or memorialisation on an identified allotment/location.

Licence Holders have an obligation to comply with all rules and regulations which may apply to the operation of the cemeteries. Council may vary its rules and regulations at any time and in any manner it deems appropriate in its care control and management of cemetery obligations for the wider community. If a Licence Holder fails to comply with any directive or reasonable request by Cemetery & Interment Services of Council they may forfeit their interest in their licences.

The Licence Holder accepts that Cemetery Management reserves the right upon the notification to the Licence Holder of its intentions to do so, to relocate, realign or alter the position or type of memorial and the walls and gardens and buildings of the Cemetery for the purpose of repairing, maintaining or improving the Cemetery's niche walls, gardens and buildings or realigning the roads, gardens or buildings inside the Cemetery grounds but Cemetery Management will endeavour to ensure that memorials in family groups or memorials purchased and/or reserved together remain next to each other and that any substituted memorial is at least of a comparative nature and value, taking into consideration all the circumstances.

Interment Rights of a Licence Holder (Right of Burial Certificates, Memorial Reservations, Future Reservations, etc.)

Purchasing a Licence to a coffin interment allotment

1. An allotment designed and intended for full coffin interment is determined by Cemetery Management and must be used for one full coffin interment before the interment of Cremations (ashes) can be considered. Such allotments may be in any part of our cemetery grounds; singularly or in groupings of two or more.
2. Generally a Licence provides for interment and memorialisation of deceased family and friends in a particular location and in a particular style as determined by Cemetery Management. It is not an interest in land or property. Licences for different locations in a cemetery will have different constraints and expectations for styles of memorial that will be approved and are acceptable for the general beautification of the entire cemetery or memorial park. Allotments in different areas have different Fees & Charges.
3. Licences are not transferable. If a Licence Holder is deceased the Licence may be rolled over or bequeathed to another person in the Will of the deceased Licence Holder. This may be approved at the discretion of Cemetery Management.
4. Licences may be issued for set periods of time and may be extended or renewed at the discretion of Cemetery Management.
5. A Licence that remains unexercised for a period of 25 years or more may be terminated by Cemetery Management.

6. Unexercised Licences may be returned to Cemetery Management by the Licence Holder, their Executor, or bona fide heirs and successors for consideration of any applicable refund. Generally a minimum amount of 85% of the originally paid amount may be refunded, no questions asked.
7. In providing reasonable services for interment and memorialisation, Cemetery Management acts in good faith when it relies on advice provided by Licence Holders, their heirs or successors and accepts no responsibility for allowing an interment or memorialisation that might be the subject of a later dispute or claim.

Holding a "Reservation"

1. A Reservation is recognised as a holding deposit for a Licence which is to be paid at the current rate in full at or before the time of first interment/use.
2. A holder of a Reservation is not recognised as a Licence Holder until the Licence is purchased in full.
3. A holder of a Reservation may purchase the reserved Licence in full at any time before first interment use at the current fee applicable at that time, less the recognised reservation fee.

Purchasing a Licence for a Cremation (ashes) Memorial

1. Interment of cremations (ashes) in niche walls, gardens or other memorials shall be in accordance with the cemetery policies, plans and requirements in place from time to time.
2. Cemetery Management may give consent to the placement of ashes in a memorial after the appropriate application form is completed and full payment is received.
3. A Future Reservation certificate or equivalent will be given to all pre-need purchasers and will be required to be presented for memorialisation to occur. The certificate permits but does not provide for the placement of ashes, the plaque for the memorial, or the inscription of that plaque.
4. Placement of cremated remains (ashes) at a memorial or the installation of a "memorial only" commemorative plaque shall not be placed until Cemetery Management has given written consent for the placement.
5. A plaque and placement/installation/interment fee must be paid by the applicant (or authorised agents) for a memorial to be placed.
6. Memorials may be purchased by installment at the discretion of the Cemetery Management.
7. The following in any Memorial Garden and Lawn Cemetery areas will be removed;
 - a. Wreaths or sprays, statues, kerbs, copings, walls, concrete urns, trellis, glass jars or bottles, boxes, shells, toys, cards, wire screens, arbours, and any article of similar description and any article that is deemed by the Cemetery & Interment Services Manager to detract from the ordered beauty of the grounds or is in conflict with their surroundings.
8. Upon the written request of the Applicant for the Placement of Ashes/Plaque, their authorised representative, or the next of kin of the deceased and upon payment of the prescribed charge, a memorial or memorialised ashes may be relocated within the Cemetery grounds or removed from the Cemetery grounds as the case may be, If the person applying is not the Applicant for the Placement of Ashes, the Cemetery Management shall be entitled to refuse consent to such removal or relocation and the decision of the Cemetery Management shall be final.
9. Once the ashes are removed a new Future Reservation or Memorial Certificate can be sold by Cemetery Management.
10. Cemetery Management reserves the right upon the notification to the Applicant for Placement of Ashes/Plaque of its intentions to do so, to relocate, realign or alter the position or type of memorial and the walls and gardens and buildings of the Cemetery for the purpose of repairing, maintaining or improving the Cemetery's niche walls, gardens and buildings or realigning the roads, gardens or buildings inside the Cemetery grounds but Cemetery Management will endeavour to ensure that memorials in family groups or memorials purchased and/or reserved together remain next to each other and that any substituted memorial is at least of a comparative nature and value, taking into consideration all the circumstances.
11. Future Reservations are not transferable.
12. Upon cancellation of any type of Reservation only the amount paid in respect thereof will be considered for refund.
13. Any condition of sale may change from time to time as changes and demands to and upon the cemetery may be deemed necessary by Cemetery Management. Any changes will be managed for the common good.
14. Where a Cremation memorial or Licence remains unexercised for a period of 50 years or more the Licence may be terminated by Cemetery Management.
15. Some memorials are granted on a minimum tenure period of twenty five years.
16. Once ashes are placed the tenure period is considered active.
17. If a Memorial is moved to another location within the Memorial Garden Allotments within the cemetery the Tenure period will continue from its original placement date unless otherwise stated in writing.
18. Tenure may be renewed at any time prior to the expiration of previous tenure period and before the removal of the memorial not exceeding 25 years from the date of renewal.

19. Renewable Tenure will not apply to any Memorial for Cremated Remains in the Memorial Gardens Section placed or issued before 1 July 2017.
20. Where Tenure has expired the memorial location may be made available for re-used.
21. Where tenure has expired unless claimed by the Applicant for Placement of Ashes/Plaques or their authorised representative, the ashes will be interred under the ground as near as practicable to the previous memorial location. The Memorial Plaque will be returned to the claiming Applicant or their authorised representative unless left unclaimed where it will be stored or disposed of at the discretion of the Cemetery & Interment Services Manager.

Purchasing a Licence for a “Memorial Only”

Allotments with no standard provision for interment are identified as Memorial Only locations. These are administered the same as Cremation (ashes) Memorials.

Rules, Regulations and Conditions of Use

In providing cemetery, interment and memorial services, Cemetery & Interment Services of Council (“Cemetery Management”) operates in a similar way to many publicly and privately owned and operated cemetery providers locally, nationally, and across the world. We share many of the same rules, conditions, expectations, and obligations and you may find lots of similarities or even the same requirements. None of our general rules and conditions are unique and are here to reassure visitors and our valued families.

We recognise that personal involvement is an important part of a rewarding experience when visiting our Cemetery Grounds and we encourage frequent visits. We also understand that sometimes what might be in the mind’s eye in the form of a tribute in a cemetery may not be in the interests of everyone’s safety or enjoyment of these special places. Often these expressions can be more personal at home or in a private setting. We strive to work for the common good and our rules, conditions, and expectations are not intended to disadvantage any particular person.

Below are some of the main conditions we ask everyone to understand and use when considering being a Licence Holder, or visitor to our Cemetery Grounds and Facilities:

Prohibited items

We may refuse, rectify or remove any ornamentation or changes to a Memorial or Interment Allotment. For example, we will not allow and will remove items such as artificial flowers, statues, permanent wreaths or floral sprays, boxes, shells and toys and anything that we consider detracts from the beauty of the Grounds and Facilities or presents a safety hazard, or is in conflict with these Rules and/or other Conditions.

Use of our vases only

Only the vases we provide may be used in the Grounds and Facilities. These may only be used in accordance with our instructions. These vases are free to use within our grounds and are centrally located. When you have finished using these vases we ask that they be rinsed clean and returned so others may use them.

Markers

Only we can mark and define burial and/or cremation spaces throughout the Grounds and Facilities. Any such markers must remain undisturbed unless removed by us.

Temporary markers

Where we provide a temporary marker it will be removed by us after 90 days.

Removal of flowers

For maintenance of the Grounds and Facilities we may remove flowers and tributes on a regular basis. More specific maintenance schedule details are available from the Cemetery Management. We will not be held responsible for removal of flowers or tributes by members of the public.

Removal of trees

If any tree or shrub in the Cemetery Grounds and Facilities or on an interment allotment becomes dangerous, detrimental, unsightly or annoying, or precludes future development of interment space, we may remove it, or any part of it. We may replant new trees or shrubs to improve amenity at our discretion.

Landscape

Landscaping is our responsibility. We welcome constructive input and suggestions; however we have complete discretion in relation to decisions on landscaping and any other building or structures in the Cemetery Grounds and Facilities. No person may plant, place or remove any grass, shrub, tree or any other structure without our prior written consent.

Alterations

For reasons of beauty, maintenance, safety, etc., of the Cemetery Grounds and Facilities, we and only we may realign or alter the position of memorials and interment (burial and/or cremation) spaces (including lifting and levelling of plaques, beams, monuments, utility services and ancillaries).

Access

We may drive, walk or otherwise travel across any part of the Grounds and Facilities (including interment and/or memorial allotments) to enable interment, memorialisation or for any other reasonable purpose.

Events

From time to time we may allow cultural, religious or other events to be held in any area of the Cemetery Grounds and Facilities.

Removal of people from the Cemetery Grounds and Facilities

Any person engaging in offensive, inappropriate or improper conduct may be removed from the Cemetery Grounds and Facilities.

Plants and animals

Our cemeteries are visited by birdlife and sometimes native wildlife (including lizards and wallabies). No one may gather or damage any living plants, plant material, or feed or disturb birds, fish or any other animal life. If there is a problem please report it to Cemetery Management.

Children

We encourage inclusion of all family members particularly children to help educate about grieving. Children must be properly supervised by a responsible adult at all times. For safety and compliance obligations unaccompanied children are not permitted in the Cemetery Grounds and Facilities.

Entering the Grounds and Facilities

The Cemetery Grounds and Facilities may not be used as a thoroughfare.

Conditions on Access

We reserve the right to impose conditions on the access to and use of our Cemetery Grounds and Facilities.

Safety

While we take all reasonable care for the safety of visitors to the Cemetery Grounds, Facilities and their belongings, it is the responsibility of those visitors to ensure their own safety and the protection of their possessions. We are not liable for personal injury, property damage or theft that occurs within the grounds or Facilities unless solely caused by the gross negligence or wilful misconduct of our employees or agents.

Images of the Grounds and Facilities

We can use for any lawful purpose any visual representations (such as photographs, drawings, film or video) of any portion of our cemetery grounds and Facilities.

Cemetery Grounds and Facilities development

We may at any time alter or change any feature (including trees, plants, landforms) and make improvements to structure of the grounds and Facilities.

Changes to Rules and Regulations

In the interests of encouraging and protecting high standards of beauty, peace and tranquillity, Rules and Conditions are subject to change.

General Conditions

Terms Commonly Used in Our Agreements, Applications, Permits etc.

Allotment means locations in a cemetery designated and capable of Interment of bodily remains (e.g.: a Lawn burial allotment) and sites in a cemetery or other facility for Interment and/or memorialisation of cremated remains or another location determined by us for commemoration only not associated with physical remains. Sometimes previously referred to as 'grave', 'niche', 'rock' 'plot' etc. The Allotment is identified on our applications and paperwork.

Interment (Interred) means the placement of human remains (bodily or cremated) in a crypt, vault, niche or other structure or in the earth.

Licence Holder is the person who has made application for an Allotment and has been approved by Cemetery Management. This person is the only person who may make request for Interment or to arrange a Memorial.

Also see **You**.

Memorial means a monument, plaque, headstone, garden or other item to be installed on an Allotment to commemorate or identify the Licence Holder, a deceased person or the Allotment.

Nominated User means You or a person you nominate on the Term Sheet or any agreed replacement.

Ornamentation means items to adorn or decorate an Allotment such as vases, statues, artificial flowers, photos, permanent wreaths or floral sprays, boxes, shells and toys. We have an Ornamentation Policy.

User (Use) means a deceased person whose remains have been Interred in an Allotment.

You also means the **Licence Holder**, purchaser (or purchasers) or, if deceased at the relevant time, then their recognised personal representative(s).

Our Agreement

Australian consumer legislation applies – Under the Australian Consumer Law various consumer guarantees apply to the goods and services we provide to you. We cannot limit our liability for breach of these guarantees. The terms of this agreement apply subject to the Australian Consumer Laws.

Special Conditions – To the extent of any inconsistency, any Special Conditions prevail over any General Conditions.

Payment of purchase price – You agree to pay the purchase price as set out in our applicable itemised application, forms, terms documents, or other agreements.

The Allotment

We will reserve the Allotment – We will reserve the Allotment for use by you or any Nominated User. This is a contractual right only and neither you nor any Nominated User has any other right, title or interest in the Allotment or the land or facilities on which the Allotment is located or associated with.

Licence – Upon full payment for the Allotment, we will issue you or the Nominated User with a Licence document evidencing the right of the **Licence Holder** or Nominated Users to request use of the Allotment subject to Rules and Conditions and as required by law.

Change of Nominated User – Prior to issue of the licence document you can change the Nominated Users. Once we have issued a certificate, you cannot change any Nominated User without our consent and unless already deceased and interred elsewhere, the consent of the Nominated User being removed. We will not unreasonably withhold our consent and can impose conditions, such as the return to us of the existing certificate.

Tenure – Subject to any legislation or governmental regulations pertaining to limited and/or renewable tenure, or a specific provision in our agreements, the Interment in the Allotment is for a maximum period of 99 years.

Memorials and Ornamentation

Memorials and Ornamentation – In areas other than unrestricted monumental and/or lawn earth burial allotments, if you want a Memorial or Ornamentation, to the extent permitted by law and to maintain the beauty of the Cemetery Grounds, unless it is a pre-approved bronze plaque, it can only be installed and/or placed on the Allotment if it is purchased from us. In all other areas, only we may approve, install and/or construct Memorials or Ornamentation.

Third party bronze plaques – In some areas and on request, we will install bronze plaques not purchased from us but they must be pre-approved by us in writing, acting in good faith, and accord with our specifications. We will charge a placement fee in accordance with the relevant Fees & Charges current at the time of the installation. The placement fee will include but not be limited to; matters including the time and expense required to approve the plaque, install it and the obligations assumed by us to take care of the Cemetery Grounds.

Memorials purchased later – If you buy a Memorial after buying the Allotment or you decide to upgrade a Memorial, you must pay us in accordance with the relevant Fees & Charges current at that time. A Memorial will not be placed until it is paid for in full.

Inscription – Unless indicated in our agreement, the cost of inscription on any Memorial is not automatically included in its price. We will charge for inscription in accordance with the relevant Fees & Charges current at the time it is required.

Use of Natural Products – Many Memorials are made of natural products, such as stone. We will try to match examples to materials ordered as closely as possible, but you understand and agree that imperfections or variations in colour, pattern or texture are unavoidable with natural products and are not defects.

Care of Memorials or Ornamentation – To the extent permitted by law, we are not responsible for the maintenance and repair of Memorials or Ornamentation including reasonable wear and tear, fading of photos or discolouration and patina over time. We are not liable for any damage to a Memorial or Ornamentation unless the damage is caused by us but will endeavour to help repair or refurbish where applicable.

Non provision of services

Refusal of service – We may refuse to allow use of an Allotment by any person who has engaged in conduct, or has such a reputation which in our good faith opinion, would harm the reputation of the Cemetery Grounds or us, or cause distress or concern for any bereaved families of deceased persons interred or commemorated within any of our Cemetery Grounds, or our staff.

If this is the case either you or we may terminate our agreement or we will refund to you all monies you paid under that agreement (less any money you owe us for goods and/or services already incurred).

Events beyond our control – If we are unable to place any authorised remains (Nominated User) in an Allotment or to provide the Memorial or Ornamentation due to causes beyond our control (such as flooding, earthquake, fire, etc.), we will not be in default but will refund to you monies you paid under our agreement for anything we can no longer supply.

Out of Manufacture – If you prepay for a Memorial there is always a risk that at the time the Memorial is required the specific form of Memorial is no longer manufactured. Should this occur we will, after consultation with you, provide a Memorial as close as practicable to the type nominated or you may, at your discretion, order a different type of Memorial at our then current Fees & Charges. We will not collect prepayment from you for a specific type of Memorial if we reasonably know that its intended manufacture will cease prior to the time we anticipate that it will be required.

Payment and termination

Payment before an Allotment, Memorial and Ornamentation are provided – We may refuse Interment or installation of a Memorial or Ornamentation until the purchase price has been fully paid. For these purposes, if the Interment is into an Allotment designed for multiple interments or Users, we may require the full purchase price under this agreement to be paid before the first interment occurs in the Allotment or Memorial.

Use of an Allotment by Licence Holder or Nominated User – unless otherwise specifically stated, we are not obliged to increase the number of Nominated Users who may use an Allotment

Failure to pay – If you purchase products or services from us but fail to meet a payment in time then, if after we have given you at least 30 days written notice, you are still in arrears, we will attempt to negotiate varied payment terms with you but if agreement cannot be reached within a period acceptable to us, acting reasonably, we may terminate our Agreement.

Right to terminate – In addition to any other right of termination in our agreement, or granted by statute, if either you or we breach a material term of this agreement (the “Defaulting Party”), the other party (the “Non-defaulting Party”) may terminate this agreement by written notice to the Defaulting Party, but only after:

- (a) giving the Defaulting Party 60 days written notice specifying the breach and stating that if the breach is not rectified by the end of that period, it may terminate this agreement; and
- (b) the Defaulting Party fails to rectify the breach within the notice period.

Waiver of compliance with any provision of this agreement is not a waiver of rights for later breaches of that provision.

Effect of termination – On termination of our agreement by us, you will lose any entitlement to the rights or unused goods or services you reserved or bought under our agreement and we may sell them to someone else. In such event you must pay a termination fee of 25% of the purchase price. We will after deducting the termination fee, refund any excess paid by you.

Other Conditions

We will take care of the Cemetery Grounds – We will maintain the Cemetery Grounds to a reasonable standard determined by us, natural wear and tear and future expansion excluded. After buying a licence, Memorial or paying an interment or placement fee at the current fee, we will endeavour to not hold you obligated to make additional contributions to maintenance. Older agreements as determined by us may attract an additional maintenance contribution.

Notify us if you change your address – It is your responsibility to notify us in writing of any change to your contact details.

Transfer of rights restricted – You cannot transfer or vary your rights under our agreement without our prior written consent or unless allowed by law. We may impose conditions on the transfer or variation, including the payment of a fee and to ensure compliance with the law or rules and conditions.

Multiple purchasers – If we agree to have more than one person under our agreement for licence purchases or memorialisation, your obligations may be enforced jointly against you all or severally against each of you.

No returns – Unless specifically stated we are not obliged to refund, or buy back a Licence covering an Allotment or Memorial.

The use we make of the Cemetery Grounds – We may use, lease or otherwise deal with all or part of the Cemetery Grounds without the consent of a Licence Holder or any Nominated User but such dealings will not prejudice your reasonable rights under this agreement. If we sell or otherwise transfer our ownership/interest in a part of the Cemetery Grounds that has been reserved for you we may novate or transfer our rights, obligations and interests in our agreement to the new owner. If required by law for the novation to take effect we will give you notice of the novation and the novation will be deemed to be effective from the date you receive the notice.

Feedback

We welcome your feedback. If you have any compliments, suggestions or feedback about us, the Cemetery Grounds, our services or you just want to comment or make a suggestion or enquiry, please contact us.