

Grant No:



Shire of Pingelly

GRANT OF RIGHT OF BURIAL

In accordance with the *Cemeteries Act, 1986*, and as amended, the Shire of Pingelly grants exclusive right of burial and of placing and maintaining for the duration of the Grant a monument upon that piece of land in the cemetery detailed hereunder to the said Grantee:

DETAILS OF GRANTEE:

Surname: _____ Other Names: _____

Address: _____

LOCATION:

Cemetery: _____ Area: _____ Section _____

Plot/s: _____ Size of Plot/s: _____

Date of Issue: _____ Period: _____ Expiry Date: _____

SUBJECT TO:

1. The payment of \$ _____ Receipt No: _____
2. The Local laws and regulations now and hereafter in force.
3. Signed by the Grantee: _____ Date: _____

Signed on Behalf of the Shire of *Pingelly* _____

Note: This Grant is an important document and MUST BE PRODUCED before the grave can be reopened (in the case of a second burial) and to an authorized Monumental Mason for the establishment of any headstone.

TENURE ON GRAVES

A Grant of Right of Burial confers upon the holder, the right to place monumental work in accordance with the Shire's By-laws.

From time to time the Board receives requests for clarification of tenure conditions on graves and the likely outcome when tenure expires. The following summary relates to the Shire's position based on current legislation and policies.

1. Tenure on private graves is specified in a Grant of Right of Burial.
2. Since July 2012 Grants at the Shire of *Pingelly* have been issued for twenty five (25) years with a right of renewal for a further twenty five (25) years.
3. Beyond this a Grant may be renewed for a further term not exceeding twenty five (25) years, if the Shire and the holder of the Grant agree.
4. When a Grant expires, control of the grave plot reverts to the Shire and on present policies the following conditions apply.
 - a) If the grave was purchased pre-need and has not been used for burial, a new Grant of Right of Burial would be required before interment is arranged.
 - b) If a grave is to be used for further interments a new grant or payment of a maintenance fee would be required.
 - c) In most sections of the Shire of *Pingelly* monumental work may be updated. In other areas, monumental work would not be permitted, but an appropriate garden memorial could be arranged.
 - d) The Shire has the right to remove monuments in disrepair.
 - e) If any area is planned for redevelopment the Shire will;
 - (i) take all reasonable steps to inform.
 - (ii) Have a plan available for inspection.
 - (iii) Place a sign in the section for at least one (1) year notifying the public of redevelopment proposals, inviting inspection of plans and stating that persons may make submissions on the plan.
 - (iv) At least three (3) months before the implementation, place a notice of intention in the newspapers.
 - (v) Refer the plan for approval to the Minister.

ON MEMORIALS

It is only in recent years that cremation authorities throughout Australia addressed the question on tenure on cremation memorials. Since 2 July 2012 the Shire of *Pingelly* tenure on memorials is twenty five (25) years from the date of receipt of payment.

Memorials and Pre-need Memorial Agreements may be renewed upon expiry. When tenure expires and is not renewed, control of the memorial reverts to the Shire. Present Shire policy is maintain memorial setting and in all cases no changes would occur without following the procedures taking place:

1. Take all reasonable steps to inform.
2. Have a plan available for inspection.
3. Place a sign in the section for at least one (1) year notifying the public of redevelopment proposals, inviting inspection of plans and stating that persons may make submissions on the plan.
4. At least three (3) months before the implementation, place a notice of intention in the newspapers.
5. Refer the plan for approval to the Minister.

Taxes & Levies

I acknowledge that any statutory increase or impositions of fees levied, except for those levied under the *Cemeteries Act 1986* and amendments thereto, which are outside the direct control of the Shire of *Pingelly* after the date of this agreement and relating to the cremation, burial or conduct of funerals charged to and payable to my estate.

I will be responsible for the payment of all present and future taxes, duties, assessments and outgoings whatsoever including a goods and services, value added or similar broad based consumption tax, whether statutory or local or of any other description which may be assessed, charged or imposed on or in connection with the provision of the Service, and after the date of my death, my estate will be liable for the payment of any such taxes, duty, charge, assessment and outgoing.

If I make a payment for future tax including a goods and services, value added or similar broad based consumption tax, in connection with the provision of the Service, and that tax is not eventually imposed, the Shire of *Pingelly* will refund the value of any such payment to me or my estate.