ORIGINAL FORM ONLY,
NO PHOTOCOPIES.

CEMETERY COPY

BURIAL AND MEMORIAL SITES
INTERMENT RIGHTS & RESPONSIBILITIES

The following Plain English Statement is required by law ***(Burial and Cremation Act 2013).***
It is an important document. Please keep it with the original interment right.

This statement describes the terms and conditions for buying grave and memorial (ashes site) rights at the cemetery noted below. This form must be completed and a signed copy of this document must be received by the cemetery before a grave or memorial can be used.

NAME OF THE INTERMENT RIGHT HOLDER(S) - *Up to two people may be named as the Interment Right Holders:*

1...... ***2.*** .....

Address...... ***Address.***.....

Address...... ***Address.***.....

The person/people named above has/have the sole right (interment right) to decide and advise the cemetery about who may be buried, have ashes placed or be memorialised in the following site.

NAME OF CEMETERY:.....Victor Harbor Cemetery.....

☐ Existing Interment Right number.....

☐ I/We will accept the next available grave or memorial position in our preferred section.

☐ I/We or our funeral director will contact the cemetery to select a grave or memorial position.

SECTION *(ie., Catholic, Orthodox, General. This may be known at the time of arranging a funeral)*

....

The path and site number will be confirmed by the cemetery on the interment right.
An interment right will be issued for this site. The interment right does not mean that the buyer owns the land.

The cost of the interment right is $..... (incl. GST) The interment right is issued for.....years.

The interment right starts on *(date):* ...../...../..... The interment right expires on *(date):* ...../...../.....

- The interment right will be issued to the Interment Right Holder(s) by the cemetery after payment of the relevant fees.
- The interment right may be sent via your funeral director who will pass it on to the interment right holder.
- The interment right cost does not cover other services such as grave digging, burial, chapel, funeral director, headstone or memorial expenses.
- Burial and memorial interment rights are subject to the conditions noted in this statement, the cemetery's Operating Policy and any cemetery rules or laws in force during the term of the interment right.
- Please note that the cemetery's Operating Policy, interment right conditions, policies and rules may change over time.
- Updated versions of the cemetery's Operating Policy are available from the cemetery or on their website.

I have read and understand the **interment right conditions on the reverse of this page**.

NAME IN FULL (1):	NAME IN FULL (2):
.....	.....
SIGNATURE:	SIGNATURE: .....
(date): ...../...../.....	*(date):* ...../...../.....

WITNESS NAME IN FULL: .....

SIGNATURE: ..... *(date):* ...../...../.....

INTERMENT RIGHT CONDITIONS

The following points are part of the Interment Right Conditions.

1. Options for periodic payments (cash, credit card, and lay-by options) may be available for the purchase of a burial or memorial interment right. Please check with the cemetery.
2. An interment right may only be cancelled or transferred as per the cemetery's ***Operating Policy***.
3. An interment right may be renewed, transferred, extended or cancelled upon application to the cemetery, in accordance with the cemetery's ***Operating Policy.***
4. The rights granted to the interment right holder may be exercised upon the death or legal incapacity of the Interment Right Holder by any one of the following people in descending order of entitlement:
    1. Executor/s or administrator of estate
    2. The spouse or domestic partner
    3. The eldest living child
    4. The eldest living grandchild or great-grandchild
    5. The eldest living brother or sister
    6. The eldest living parent
    7. The eldest living grandparent
    8. The eldest living aunt or uncle
    9. The eldest living nephew or niece
    10. The eldest living cousin
    11. The eldest living blood relative
5. If an interment right is held by more than 1 person, it may be exercised or enforced jointly or severally as defined in Section 35(2) ***of the Burial and Cremation Act 2013 .***
6. An interment right may be extended by anyone anytime in accordance with the cemetery's ***Operating Policy*** or any rules the cemetery has force from time to time.
7. The interment right holder is responsible for maintaining headstones and memorials in a safe and proper condition. This is not the cemetery's responsibility. Under the ***Burial and Cremation Act 2013*** the cemetery has the power to require repair, removal, or reinstatement of an unsafe memorial by the owner of the memorial.
8. Under the ***Burial and Cremation Act 2013*** if it has been two years or more since the interment right for a site has expired, the cemetery may dispose of unclaimed headstones or memorials. Before disposing of a monument, the cemetery will attempt to contact the interment right holder for the site.
9. At the end of the interment right period, if the interment right is not renewed or extended, the cemetery may reuse the grave or memorial site in accordance with the ***Burial and Cremation Act 2013***.
10. Cemeteries have specific requirements regarding the design of headstones and memorials which will require authorisation prior to installation. Some cemeteries are listed on the State Heritage Register and require headstones and monuments and alteration work to be approved by an appointed Heritage Advisor. This approval process will take time.

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.....	.....
SIGNATURE:	SIGNATURE: .....
(date): ...../...../.....	*(date):* ...../...../.....

WITNESS NAME IN FULL: .....

SIGNATURE: ..... *(date):* ...../...../.....

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