



Burial Terms and Conditions Agreement

Dedicated to a better Brisbane

Burial Right Holders and Applicants must comply with all rules and regulations which may apply to the operation of the cemetery which Council may vary at any time and in any manner it deems appropriate.

BURIAL RIGHTS - NEW GRAVES AND ASHES MEMORIALS

The burial right holder is the person (individual) who purchased the site by signing the Burial Terms and Conditions Agreement at the time of purchase. The burial right holder is entitled to be buried in the site and authorise the burial of others in the site. On the death of the burial right holder, the authority to authorise burials in the site reverts to Council. Council will permit, in its absolute discretion, a spouse, child, partner, relative, direct descendant or friend of the Burial Right Holder to be buried in the site provided that it has no reason to believe the Burial Right Holder would have objected. The burial right may not be sold and is not transmissible by death.

Burial rights to unused graves and ashes memorial sites may be returned to Council – for those purchased more than 10 years ago 80% of the original purchase price will be refunded, for those purchased less than 10 years 90% will be refunded.

Council may permit, in its absolute discretion, the transfer of a Burial Right from one person to another. Burial right to a site may only be transferred on one occasion.

PLAQUES AND GRANITE PRODUCTS

Plaques and granites for lawn and lawn beams must be supplied by Council or a monumental stone mason who is authorised to work in Brisbane City Council Cemeteries (subject to Council's specifications). Where a monumental stone mason is used, any work is subject to an agreement between the burial right holder and monumental stone mason company and Council will not become involved in issues or disputes between these parties. Plaques and granites supplied by authorised stone masons will not be under warranty through Council. All plaques and granites for lawn and lawn beams, regardless of supplier, must be installed by Brisbane City Council.

Council supplied plaques and granite products have a 5 year warranty for faulty workmanship and defective materials. Council will make good any damage caused to plaques or granite products during the course of maintenance, provided the product was supplied by Council. Council accepts no responsibility for any deterioration in plaques or granite products due to the natural elements or the passage of time.

Council accepts no responsibility for the maintenance of any monument that has been constructed on a grave. The monument will always remain the responsibility of the Burial Right Holder or his or her family and descendants. Council reserves the right to remove any monument after due notice to family or descendants (where possible), if the condition of the monument renders it dangerous to cemetery staff or visitors.

FLOWERS AND MEMORABILIA

Graves in lawn areas (as distinct from traditional monumental graves) are intended to have minimal flowers and memorabilia.

Glass or metal containers, solar lights, pot plants, pebbles, plastic windmills and fencing are not permitted on lawn graves or ashes memorials. Any type of planting in lawn graves areas, monumental burial areas and ashes gardens is prohibited.

Council accepts no responsibility for the damage or loss to personal property left on site.

Privacy Statement

The personal information collected on this form will be used by Brisbane City Council or its Agents for the purpose of fulfilling your request and undertaking associated Council functions and services. Your details may be provided to a funeral director (after reasonable enquiries) so that they can arrange appropriate burial authorisation for a gravesite, or in the case of an approved monumental stone mason, to authorise works to the gravesite. Your personal information will not be disclosed to any other third party without your consent, unless this is required or permitted by law.

PLEASE NOTE: Council acts in good faith when it relies on advice provided by Applicants and/or Funeral Directors and does not accept any responsibility for allowing a burial that might be the subject of a later dispute between family members.

Burial Rights Holder or Applicant's details *ONE name only*

Surname/family name		Given name/s		Title	
				Mr	Mrs
				Ms	Other _____
Address					Postcode
Phone no.		Mobile no.		Email	
Deceased name			Relationship to deceased		
Declaration			<i>I confirm that the information provided is correct and acknowledge and accept the terms and conditions.</i>		
I am the person in whose name the Burial Right is issued			Signature and date _____ / /		
I act with the full authority of the family of the deceased Burial Right Holder					
Written authority is attached from the Burial Right Holder					
The deceased is the Burial Right Holder					

Office use only: Account number

Portion Section Allotment