

GRANT

Grant Number: _____

Application Number: _____

GRANT OF RIGHT OF BURIAL – MULLEWA CEMETERY

DETAILS OF GRANTEE

Name: _____

Address: _____

LOCATION

Plot: _____ Row: _____

Number: _____ Plots (Size): _____

TENURE

Date of Issue: _____ Period: _____

Expiry Date: _____

In accordance with the Cemeteries Act 1986 and as amended, the Council grants exclusive right of burial and of placing and maintaining of the duration of the Grant a monument upon that piece of land in the Mullewa Cemetery detailed above to the said Grantee.

SUBJECT TO

Payment of: \$ _____ Receipt No: _____

Date Paid: _____

The bylaws and regulations now and hereafter in force.

Conditions: _____

GRANT AGREEMENT

Signed by the Grantee

Date: _____

Signed for the City of Greater Geraldton

Date: _____

This Grant must be produced before the grave can be re-opened.

TENURE ON GRAVES

A Grant of Right of Burial confers upon the holder, the right to place monumental work in accordance with the Council's By-laws, and the right to arrange up to two (2) burials (and place cremated remains) in a grave.

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

1. Tenure on private graves is specified in a Grant of Right of Burial.
2. Grants at the Mullewa Public Cemetery 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 Council and the holder of the Grant agree.
4. When a Grant expires, control of the grave plot reverts to the Council 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 Mullewa Public Cemetery monumental work may be updated. In other areas, monumental work would not be permitted, but an appropriate garden memorial could be arranged.
 - d. The Council has the right to remove monuments in disrepair.
 - e. If any area is planned for redevelopment the Council 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 approvals to the Minister.

MEMORIALS

It is only in recent years that cremation authorities throughout Australia addressed the question of tenure on cremation memorials. City of Greater Geraldton's 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 Council. Present Council 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 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 AND 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 City of Greater Geraldton, 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 provisions of 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 City of Greater Geraldton will refund the value of any such payment to me or my estate.