



## Terms and Conditions

These terms and conditions relate to the allocation of a grave at:  
(Please tick the applicable cemetery)

- Dandenong Public Cemetery** Kirkham Road  
Dandenong (03) 8558 8278
- Brighton General Cemetery** Cnr North and  
Hawthorn Roads Caulfield South (03) 9578 5525
- Bunurong Memorial Park** 790 Frankston  
Dandenong Road Dandenong South  
(03) 9788 9488
- Cheltenham Memorial Park** Wangara Road  
Cheltenham (03) 9583 5814
- Cheltenham Pioneer Cemetery** Charman Road  
Cheltenham (03) 9583 5814
- Melbourne General Cemetery** College Crescent  
Parkville (03) 9349 3014
- Springvale Botanical Cemetery** Princes Highway  
Springvale (03) 8558 8278
- St Kilda Cemetery** Dandenong Road St Kilda East  
(03) 9349 3014

As requested by the Funeral Director on behalf of the family they represent.

### Funeral Directors Details *(Please print details)*

Company Name \_\_\_\_\_

Arranger's Name (Mr, Mrs, Miss, Ms) \_\_\_\_\_

### Applicant Details

I/we understand that I/we have the option to attend the cemetery and select a grave. I/we have requested via the Funeral Director for the cemetery to select a grave on my/our behalf. I/we have read and understand the terms and conditions on this form. I/we agree to the purchase terms as stated on this form. Signing this form will constitute the Applicant's acceptance of the purchase terms, which terms will constitute a legally binding contract as between the Applicant and Southern Metropolitan Cemeteries Trust.

*(Please print details)*

Name (Mr, Mrs, Miss, Ms) \_\_\_\_\_

Address \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

Name (Mr, Mrs, Miss, Ms) \_\_\_\_\_

Address \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

I have received a copy of this form 'Allocation of Graves'.

## Agreement

This is an application made by the Applicant(s) for specified services to be provided by the Southern Metropolitan Cemeteries Trust ("the Cemetery"). \*

The Cemetery may accept or reject an application at its absolute discretion. If the application is rejected, the Cemetery will notify the Applicant within 14 days. If the application is accepted, the Applicant and the Cemetery will be subject to the terms and conditions set out below.

- The purchase of each service provided under this contract is governed by these conditions and these conditions will prevail over any inconsistent provisions which may be contained in any other document.
- This contract supersedes and excludes all previous oral or written communications and representations made by or on behalf of the Cemetery with respect to the supply of these services.
- If there is any inconsistency between the English and translations into other languages, the English version will apply.
- The terms of this contract can only be varied in writing signed by both parties. Such parties are the Cemetery and the Applicant. The Funeral Director is not a party to this contract.
- Rights created under this contract cannot be waived except in writing by the party granting the waiver. Only the Cemetery or the Applicant may grant a waiver. The Funeral Director cannot.
- If any part of this contract is void, unenforceable or illegal, it is severed and the remainder continues in full force and effect.
- This contract is governed by the law of Victoria.

\* The Southern Metropolitan Cemeteries Trust administers Brighton General, Bunurong Memorial Park, Cheltenham Memorial Park, Cheltenham Pioneer, Dandenong Public, Melbourne General, Springvale Botanical and St Kilda cemeteries.



## General

### Use and development of Cemetery

Any statement or reference concerning specifications, requirements, restrictions, controls, dimensions or heights as they relate to monuments (either generally or to one or more monuments), rights of interment, graves and grave sites, plaques, memorials, tombstones, vaults, cemetery infrastructure (including but not limited to roads, gardens and cemetery facilities) or future plans for the development and/or use of any part of the cemetery, made to the Applicant or contained in these conditions or in any other document (including but not limited to promotional brochures) is indicative only and all such specifications, requirements, restrictions, controls, dimensions or heights may be varied by the Cemetery, in its absolute discretion, at any time.

### Payment

The Applicant will be required to pay a deposit of 20% of the purchase price immediately upon signing this application. The balance of the purchase price must be paid:

- in full within 30 days; or
- if the Cemetery agrees, in monthly instalments over a period of up to four months.

Fees must be paid in full before:

- an interment or cremation is performed; or
- a plaque/headstone/monument is ordered.

The above fees will be paid by the Applicant to the Funeral Director who will accept such fees for and on behalf of the Cemetery.

The Cemetery reserves the right to alter fees without prior notification. However, once the Applicant has paid a deposit, the fee will be fixed (even if the Cemetery increases the fees for that service before the Applicant has paid in full).

If payment of the balance of the purchase price is not made within 30 days, or in accordance with an agreed instalment plan, the Cemetery may terminate or cancel the application. If this occurs, the Cemetery will refund any payments already made (less the applicable cancellation fee).

If the Cemetery does not accept this application, the Cemetery will refund in full all amounts paid by the Applicant.

### Authorisation

Applications for interment or other arrangements with respect to a grave/crypt may only be made with the authority of the holder of the Right of Interment. Applicants must provide:

- a copy of the certificate of Right of Interment or other equivalent document that identifies the holder of the Right of Interment; and
- where the Applicant is not the holder of the Right of Interment - a letter of authority from the holder of the Right of Interment or such other documentation as required by the Cemetery in its absolute discretion.

### Floral & Memento Policy

To preserve the well-kept beauty of the cemetery grounds and to reduce risk of injury, ornaments, glass jars, tins and other non approved items are not permitted. Artificial flowers are not permitted except within designated areas. Non approved items will be removed and disposed of without prior notification. Information about approved/non approved items is available from the Cemetery on request.

### Memorials

The *Cemeteries and Crematoria Act 2003* allows the Cemetery to refuse permission to erect, or remove, anything placed on a grave, crypt or memorial if it would contravene the Cemetery's rules, and in other circumstances.

The Cemetery reserves the right to consider variations to permit requirements or to reject inappropriate designs as determined at its discretion.

### Alternative Suppliers

Plaques and memorials may be purchased, supplied and affixed in position by the Cemetery. Plaques and some memorials may also be supplied by external suppliers. The contact details for alternative suppliers may be listed in the Yellow Pages or on the internet. To ensure the correct placement and appropriateness of such externally supplied products to a specific area within the grounds, the Cemetery's prior written approval must be obtained. Placement fees may be applicable. The Cemetery is not responsible for the quality of goods or workmanship of items purchased from external suppliers.

### Premium Location

Designated areas may attract an additional premium location fee. Premium location fees are determined by the Cemetery and are the greater of \$500 or up to 50% of the location fee.

### Priority Allocation

At the discretion of the Cemetery, areas that are not yet open for sale may be purchased ahead of time. An additional payment of a priority allocation fee may be required. This fee may be up to 100% of the equivalent product fee.

### Inscriptions in other languages

An additional fee may be applicable for inscriptions in languages other than English. An English translation, certified by the Applicant, will be required.

## Additional Conditions Relating to Graves and Crypts Only

### Interment

Each interment within a grave/crypt will incur an interment fee. This fee must be paid before the interment occurs.

Interment fees may be pre-paid. Pre-paid interment fees cover interment services provided on weekdays during normal business hours excluding public holidays. Additional fees may be pre-paid to cover weekends and public holidays.

Cremated remains may be interred into a grave/crypt.

Authority of the holder of the Right of Interment (Certificate Holder) and payment of applicable fees are required.

# Allocation of Graves

## New Grave/Crypt Right of Interment

On acceptance of an application for a new grave/crypt right of interment, the Applicant (or the person the Applicant nominates to be the holder of the Right of Interment) acquires from and is granted by the Cemetery the exclusive right to use the allocated grave/crypt as an interment place subject to the following conditions:

- a. The Applicant (or the person the Applicant nominates to be the holder of the Right of Interment) will have exclusive right to use the grave/crypt as a burial place.
- b. In the case of a grave:
  - no vault shall be made and no grave shall be dug and no monument or tombstone shall be erected or placed without the written approval of the Cemetery.
  - any vault, grave, monument or tombstone made, dug, erected or placed must be maintained by the Applicant, his/her representative, or the holder of the Right of Interment in proper condition and repair as determined by the Cemetery.
- c. The Right of Interment may be transferred to another person in accordance with applicable legislation. However, any such transfer will not be effective until the Cemetery is notified of, and has recorded, the transfer, and all applicable fees have been paid.
- d. The Applicant (or the person the Applicant nominates to be the holder of the Right of Interment) must not create or allow to exist any mortgage, charge, interest, encumbrance or equity affecting their interest in the Right of Interment.
- e. The Applicant, his/her representative, and the holder of the Right of Interment must comply with:
  - all rules and regulations made by the Cemetery (including the payment of all applicable fees or charges established from time to time by the Cemetery); and
  - the *Cemeteries and Crematoria Act 2003* and regulations as amended, varied or replaced from time to time.

## Reservations

Rights of Interment may be reserved for future use. If after 25 years the Right of Interment has not been exercised by the placement of human remains or the creation of a memorial as provided for within the *Cemeteries and Crematoria Act 2003*, the Cemetery may cancel the Right of Interment if diligent enquiries to contact the holder of the Right of Interment are unsuccessful.

## Cancellation

Under the *Cemeteries and Crematoria Act 2003*, if the holder of the Right of Interment cancels an –

- exercised Right of Interment (that is, if a memorial has been installed or human remains have been interred at the site), there will be no refund;
- unexercised (reservation) Right of Interment, a partial refund may be applicable.

Once surrendered, the Cemetery has full entitlement to the site and the person has no further rights or responsibilities under that Right of Interment.

In addition to the cancellation terms above the following also applies for graves:

- If a monument has been placed on a grave, the cancellation will not be finalised until the monument is removed. This is to be arranged by the owner of the Right of Interment.

Once the Right of Interment is exercised it is held in perpetuity – for all time.

## Location of New Grave/Crypt

It is the responsibility of the Applicant to identify and inspect the location of any grave/crypt applied for, prior to making the application.

## Additional Conditions Relating to Graves Only

### Right to Refuse Interment

The Cemetery may, at its discretion, refuse to carry out an interment:

- (i) if any bones, remains, archaeological or historic relic, or object of any kind is/are discovered in the course of digging, opening or preparing the grave for an interment; or
- (ii) for any other reason permitted by applicable legislation.

If the Cemetery refuses to carry out an interment in these circumstances, the Cemetery will either allocate an alternative new grave, or will refund in full all fees paid for the grave concerned.

### Monumental Requirements

The Cemetery may determine restrictions on the dimensions and style of monuments.

Before purchasing any Right of Interment, families should seek written clarification relating to monument specifications.

A Monumental Permit fee applies when a Monumental Mason is carrying out work within the grounds. The fee varies depending on the extent of the work being carried out.

If at the time of interment an existing monument impedes the digging of the grave, the Applicant may be required to engage a Monumental Mason.

Authority of the holder of the Right of Interment (Certificate Holder) and payment of applicable fees are required

### Additional Depth

All graves are dug to allow for one interment, unless prior arrangements have been made with the Cemetery. When arranging the first interment the Applicant may pay an additional depth fee to allow for the grave to accommodate two or three interments. This must be arranged prior to the first interment.

### Selection Fee

If an Applicant wishes to choose the exact location of a grave for a death that has occurred, a selection fee will apply.

### Pre-selection Fee

A pre-selection fee applies when a grave is purchased in advance.



## Additional conditions relating to Springvale Botanical Cemetery Graves Only

### Additional Conditions relating to Lawn Graves in the Jewish Memorial Gardens:

The purchase price includes:

- Right of Interment
- Headstone (inscription not included)/Bronze Plaque where applicable

No refund or discount will be provided if the Applicant does not use or require one or more of these items.

### Additional Conditions relating to A. J. A. Gardner and E. E. Simpson Children's Lawn Burial Areas

The purchase price includes:

- Right of Interment
- Weekday interment fee
- Granite base
- Standard square bronze plaque
- Flower container

No refund or discount will be provided if the Applicant does not use or require one or more of these items.

The A.J.A. Gardner Lawn consists of Dual Rows (head-to-head graves) and Single Rows.

Floral & Memento Policy

- You must comply with the floral & memento policy relating to these areas, which is available from the Cemetery on request. The Cemetery has modified its general policy for these two areas to meet the needs of families.
- As agreed with the Jewish Community, the Jewish Children's Lawn Burial area is covered by the general cemetery floral & memento policy.

### Additional Conditions relating to Alex T. Gardner Headstone Lawn Graves

The purchase price includes:

- Right of Interment
- Up to two weekday interment fees (excluding public holidays)
- Granite headstone and base
- Two flower containers
- Pre-need/reservation fee
- Monumental permit
- Use of chapel for both interment services if required
- 120 letters on headstone – 1st inscription
- 100 letters on headstone – 2nd inscription

No refund or discount will be provided if the Applicant does not use or require one or more of these items.

Cancellation

- In addition to the cancellation terms above, if the headstone on a grave has been altered, for example it is inscribed with text, the Cemetery may charge a fee for its removal and replacement.

### Additional Conditions relating to W. N. Sloan Garden Graves

The purchase price includes:

- Right of Interment
- Up to two weekday interment fees (excluding public holidays)
- A gold coloured flower container
- 560mm x 305mm classic plaque
- 2nd attachment plaque (if applicable)
- Pre-need/reservation fee
- Use of pavilion/chapel for interment service if required

No refund or discount will be provided if the Applicant does not use or require one or more of these items.

## Privacy Statement

Any personal information you provide in your application will be treated in accordance with the principles set out in the *Information Privacy Act 2000*. You are able to request access to the information that we hold about you, and to request its correction if necessary.

The information you provide to us is required to help us process your application and notify you of matters concerning it. We also need the information to perform our functions, comply with our obligations and exercise our rights under the *Cemeteries and Crematoria Act 2003*. Except for information you are required under the legislation to submit with your application, you are not obliged to provide any personal information. However, should you choose not to provide this information, we may not be able to process your application form or provide the services to you for which the information is required.

We may also want to use and disclose the information for the purpose of providing you with information about memorialisation goods and services. If you do not want us to use the information for such purposes please tell us:

I do not wish to receive information about memorialisation goods and services.

Under the *Cemeteries and Crematoria Act 2003*, we are also required to keep records containing certain information regarding interments, cremations and Rights of Interment. Members of the public are entitled to have access to those records.