



7 Brockman Street, Gingin, Western Australia 6503
Telephone (08) 9575 5100
Email: mail@gingin.wa.gov.au
Web: www.gingin.wa.gov.au

GRANT OF RIGHT OF BURIAL – GRANT NO _____

In accordance with the *Cemeteries Act 1986* (as amended), the Shire of Gingin 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: _____

Signature of Grantee: _____

LOCATION:

Section: _____ Plot/Niche: _____

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.

Signed on Behalf of the Shire of Gingin: _____

Chief Executive Officer

Date: _____

Note: This Grant is an important document and must be produced or details provided when making application to the Shire for an interment in the subject location, or to an authorised 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 Local Law.

From time to time the Shire 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. Grants at the Shire of Gingin are 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 Grant was issued pre-need and has not been used for burial, a new Grant will be required before interment is arranged.
 - b) If a grave has been used for burial and is to be used for further interments of ashes, a new Grant will be required.
 - c) In most sections of the Gingin Cemetery monumental work may be updated. In other areas, monumental work may not be permitted, but an appropriate garden memorial may 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; and
 - (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. The Shire of Gingin 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 to maintain the 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; and
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 Gingin 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 Gingin will refund the value of any such payment to me or my estate.