

# **NUDGEE CEMETERY**

## **REGULATIONS**

**Regulations to administer the disposition on Church property of the remains of deceased persons and to provide for the maintenance of such places.**

### PART I - PRELIMINARY

1. These Regulations may be cited as “**Nudgee Cemetery Regulations**”.

#### Division of these Regulations

2. These Regulations are divided into the following parts:

PART I - Preliminary

PART II - Control and Maintenance

#### Interpretation

3. In these Regulations, unless the context or subject matter otherwise requires or indicates -

“Above Ground Vault” means a concrete cell constructed, in the main, above the surrounding ground level.

“Committee” means a Committee constituted by the Church to oversee the administration of Nudgee Cemetery.

“Community Chapels” comprise concrete cells (beds) constructed above the ground for individual burials. They may be purchased as multiples.

“Cemetery” means the area of land known as “*Nudgee Cemetery*” where the interment of the dead has been authorised or shall be authorised pursuant to the provisions of these Regulations.

“Cemetery Manager” also referred to in these Regulations as the *“Manager”* means the person appointed to administer the operation of the business carried on at and pertaining to Nudgee Cemetery.

“Family Chapels” comprise an integrated group of either 8 or 10 cells (beds); with an area for a personal altar.

“Lawn Grave” means any lawn grave.

“Legal Personal Representative” means, if no executor or administrator of the estate of a deceased person is known and/or contactable, the next of kin of the deceased person.

“Memorial Garden” is an area set aside for the interment of cremated remains (ashes).

“Monumental Grave” means a grave that has concrete walls around the outside edges above ground, with or without a concrete top. A monument may also be built or fitted on top of such grave.

“Repository for Ashes” means any place on the land known as Nudgee Cemetery where the burial of the ashes of a deceased person has been authorised or shall be authorised pursuant to the provisions of these Regulations and includes a Columbarium, Memorial Garden, Lawn grave, Monumental grave, unused vault, and unused chapel bed. Ashes cannot be interred in an occupied vault or chapel bed.

“Regulations” mean these Regulations made for the purpose of the administration of the Cemetery.

“Unimproved Site” is the physical condition of the site as it was originally purchased. ie. In ground burial facilities whereby the entitlement has not been exercised, Above ground facilities are sold in perpetual care.

#### Saving of Certain Rights

4. Nothing contained in these Regulations shall be construed so as to affect any rights given before the coming into force of these Regulations, for the interment of the bodily remains of any person or the ashes of a deceased person in a particular place in the Cemetery.

## PART II - CONTROL AND MAINTENANCE

### Committee

5. Subject to these Regulations the whole of the Cemetery shall be under the oversight of a Committee constituted for the purpose of the administration of Nudgee Cemetery.

### Ashes may be placed in Cemetery

6.
  - (i) The Manager of the Cemetery may permit ashes to be placed in any Repository for Ashes as defined above, subject to the consent of the Entitlement Holder of an unused facility or the Legal Personal Representative of an occupant of an occupied grave.
  - (ii) The Committee may set apart a piece of land or structure on that land, in the Cemetery, where no body is to be buried and that land or structure is only to be used for the interment of ashes. Such structure may include a columbarium.
  - (iii) the minimum standard of an ashes container will be the plastic container supplied by the crematorium.

### Unauthorised Burials

7. No burial or placement of ashes shall take place or be permitted to take place in or upon any land, grave, vault, chapel or columbarium in the Cemetery except in accordance with the provisions of these Regulations.

### Purchasing of an Entitlement to a Burial Facility

8. An Entitlement to a facility, or for the use of a facility, is issued upon payment of the prescribed fee. The Entitlement for an unimproved site (as described in Point 3 above) is valid for a period of twenty five (25) years. Prior to the expiry of this period, the Cemetery will write to the last known address of the Entitlement Holder to advise that the Entitlement will soon expire. The Entitlement Holder may extend the Entitlement by a further 25 years. There is currently no extra fee to extend the Entitlement.

If the Entitlement Holder does not extend the Entitlement or a response is not received prior to the expiry, the Entitlement may be surrendered to the Cemetery. If an Entitlement Holder dies or their Right of Entitlement is not exercised it will be surrendered. The Cemetery may issue a subsequent Entitlement to another party for such surrendered facility.

Upon the Entitlement being exercised, including improvements to the site, eg: a monument or headstone being installed, the facility will be regarded as in perpetual care.

### Application for Burial and Charges

9. (1) Application for Burial or the Placing of Ashes in Nudgee Cemetery shall be made in writing, on the approved form, to the Cemetery Manager. Approval of this application will be granted for a pre-purchased site when:
- The Applicant is the Entitlement Holder, or
  - The Application for Burial relates to the deceased Entitlement Holder.

Where the application is for the deceased Entitlement Holder, the Applicant has the responsibility to arrange a suitable memorial. Authority for future burials reverts to the Cemetery as per point 8 of the Terms and Conditions on the Application for Burial (Appendix 1).

Where the Application for Burial is for a new facility, the Applicant will become the Entitlement Holder.

Approval of an application for a re-opening of an existing grave will be granted when:

- The Applicant is the Burial Rights Holder
- The Application for Burial relates to the deceased Burial Rights Holder
- The Application for Burial is accompanied by a Statutory Declaration that the Applicant is the next of kin of the deceased Burial Rights Holder, or has the consent of all available direct descendants with whom contact has been possible.

Upon the death of the Entitlement Holder or the Burial Rights Holder, the authority for future burials reverts to the Cemetery as per point 8 of the Terms and Conditions of the Application for Burial. The Applicant becomes the family contact and is responsible for arranging the memorial.

- (2) The proper fees and charges are to be paid at the Cemetery office by the funeral director, immediately after the conclusion of the burial service.
- (3) A written guarantee for the payment of the proper fees and charges at a later date may be made to the Cemetery Manager.
- (4) The Cemetery Manager shall have the discretion to agree to or reject such Application for Burial or guarantee for the later payment of fees and charges.

#### Location of burial or placement of Ashes

10. Where the Cemetery Manager, or person authorised by that manager, has agreed to the burial or placement of ashes in a particular place in the Cemetery, then that burial or placement of ashes can only be made in that agreed location.

#### Removal of Bodies

11. No body or the remains of any body of any deceased person, which may have been buried in Nudgee Cemetery, shall be removed, except in accordance with the provisions of any statute in force in the State of Queensland and with the consent of the Cemetery Manager being first obtained. Due to the engineering design of St. Brigid's Garden, remains cannot be exhumed from this section.

#### Legal Personal Representative may remove ashes from a Columbarium

12. The Cemetery Manager, who has control of a columbarium or memorial garden, located in that Cemetery, may, by prior arrangement with the Legal Personal Representative of a deceased person, permit that Legal Personal Representative to remove the ashes from that columbarium or memorial garden together with any plaque or marker identifying such ashes.

#### Ashes not to be removed from a Lawn grave, Monumental grave, Vault or Chapel

13. Ashes of a deceased person, buried in any grave, monumental grave, vault or chapel are not to be removed from that grave, vault or chapel, unless the removal of such ashes is to facilitate a burial in a vault or chapel bed. Those ashes must be returned to the new location with the said burial.

#### Rules Concerning Monuments

14. The Committee may, from time to time, make and enforce any rules setting out the design, size and materials to be used for any monument, headstone, plaque or marker which may be placed on a lawn grave, monumental grave, vault or chapel or repository for ashes in the Cemetery.

#### Application for Monuments

15. (1) Application to place a monument on a monumental grave or elsewhere in the Cemetery, shall be made in writing to the Cemetery Manager.  
(2) Such application shall be accompanied by a plan or drawing of the proposed monument or headstone, together with any inscriptions proposed to be placed thereon.

#### Removal of Monuments

16. (1) When any monument or headstone has been placed or built in the Cemetery contrary to the terms and conditions upon which permission to place or build the same was granted, the Cemetery Manager may, after thirty (30) days' notice to remove the monument or headstone has been given to the Legal Personal Representative of the deceased person, remove such monument or headstone.  
(2) If in the opinion of the Cemetery Manager, any monument or headstone in the Cemetery is dangerous to, or may become dangerous to, any person or persons in the Cemetery or to the structural integrity of adjoining burial

facilities, the Manager may give notice to the Legal Personal Representative of the deceased person, at whose burial site the monument or headstone is located, to render the monument or headstone safe or to remove the same, and after the expiration of thirty (30) days, or such shorter time if the Manager so determines, the monument or headstone has not been made safe or removed, the Manager may have the same removed.

#### Appeal arising from a Decision of a Committee

17. Where the Cemetery Manager has rejected an application for a burial or the placing of ashes, or the placing of a monument or headstone or plaque or marker in the Cemetery, or where the Manager has granted such application on conditions that are unacceptable to the person making the application, the person making such application may appeal, in writing, to the Committee. The decision of the Committee on that appeal shall stand and be the final decision in the matter.

#### Responsibility for the Maintenance of Monuments

18. Any monumental grave, vault, chapel, monument, headstone, plaque or marker in the Cemetery or Repository for Ashes shall be maintained by the Legal Personal Representative of the person whose remains have been buried therein or thereunder, saving any rights under any arrangements previously in force.

A Notification of Renovation is to be submitted to the Cemetery Office prior to such monumental work commencing. Approval of such work is dependant on verification of Entitlement and/or Burial Rights Holder. (This verification is done through recorded information provided to the Cemetery office. The Cemetery accepts no responsibility for permitting work that may be the subject of a later dispute between family members, executors and/or assigns).

#### Responsibility for the Maintenance of Lawn Graves

19. The Cemetery will maintain the Lawn Sections of the Cemetery, which includes mowing, upkeep of the general landscaping of the site, and the removal of unauthorised items. Maintenance is undertaken for the safety of all visitors, funeral attendees and staff and to preserve the physical amenity of the facility.

People who enter the Cemetery, do so at their own risk. They should take all due care and responsibility while in the Cemetery. Everyone should exercise caution when walking on lawns, paths ,etc.

#### Removal of Unauthorised Items

20. The use of glass vases and other breakable containers for flowers is prohibited throughout the Cemetery, breakable items will be removed without notification.

#### Closure

20. Whenever it shall appear desirable to the Committee that the Cemetery or Repository for Ashes in that Cemetery, or part of the Cemetery, or part of the Repository for Ashes should be closed for burials or for the placing of ashes, the Committee may declare that the Cemetery or Repository for Ashes or part thereof, shall be closed and thereafter no burial or placing of ashes shall take place therein except with the consent of the Committee, saving any rights arising under any permission previously issued.