

TERMS and CONDITIONS

1. The Applicant for burial in a pre-purchased grave must hold a Certificate of Entitlement that is consistent with the Master Register maintained by the Roman Catholic Archdiocese of Brisbane or have the permission of the valid Entitlement Holder to authorise the burial. Where an owner of a grave does not have a valid and verified Certificate of Entitlement, the Applicant must have authorisation from Nudgee Cemetery. The Applicant is entitled to arrange the inscription for and on behalf of the Burial Rights Holder. The Applicant may also authorise a third party to arrange the inscription.
2. When a burial site has not been pre-purchased, the Burial Applicant will be issued with a Certificate of Burial Rights, which must be recorded in the Master Register with the Roman Catholic Archdiocese of Brisbane to be valid.
3. The Applicant must comply with all rules and regulations that may apply to the operation of Nudgee Cemetery ("the Cemetery"). The Cemetery rules and regulations, including these Terms and Conditions may be varied at any time and in any manner deemed appropriate by the Roman Catholic Archdiocese of Brisbane as the owner of the Cemetery. Any variation of these Terms and Conditions and the Cemetery rules and regulations shall be binding on all valid Entitlement Holders, Burial Rights Holders and Applicants for Burial. Any disputes shall be resolved by the Roman Catholic Archdiocese of Brisbane whose decision shall be final and binding on all parties.
4. The purchaser of a new grave acquires Entitlement to a particular grave (subject to the entitlement being recorded in the Master Register of the Roman Catholic Archdiocese of Brisbane). The Entitlement is also a right to be buried in that grave and the right to authorise the burial of others in the grave (up to the number permitted in that grave as determined by the Cemetery from time to time).
5. The Burial Rights may not be sold; and are not transferable or transmissible by death.
6. A valid Entitlement may be surrendered to Nudgee Cemetery. Upon surrender, the Cemetery will pay the Entitlement Holder or the Entitlement Holder's estate an amount not less than 80% of the original purchase price of the unused grave.
7. Improved burial sites (vaults and chapels) may be sold privately by the Entitlement Holder or the Entitlement Holder's estate provided such private sale is done in accordance with Cemetery policy in force from time to time, a copy of which may be obtained from the Cemetery Office.
8. On the death of the valid Entitlement or Burial Rights Holder, the authority to authorise burials in a grave reverts to the Cemetery. The Applicant will become the Cemetery's contact for the allotment(s). Nudgee Cemetery will permit, in its absolute discretion, a spouse, child, partner, relative, direct descendant, legal representative or friend of the Entitlement or Burial Rights Holder to be buried in the grave. However, permission will only be granted if it has no reason to believe that the Entitlement or Burial Rights Holder would have objected.
9. Nudgee Cemetery does not accept any responsibility for the maintenance of any headstone, granite, marble, or concrete on monuments, vaults or chapels. Such headstone, granite, marble or concrete is to be supplied and installed by approved monumental masons according to Cemetery specification and rules and regulations in force from time to time. The Cemetery reserves the right to make good (safe) all graves after a burial.
10. A proof for standard headstones on lawn graves will be supplied (following the burial service) for checking, and following approval an order will be placed with the cemetery appointed stonemason. Quoted prices will be valid for 30 days.
11. Purchasers of Monumental grave plots must accept the responsibility for erecting suitable concrete surround and top on their grave at their own cost within 12 months of the first burial, and resealing the top after any subsequent burial will be incorporated with the burial fees.
12. Cemetery authorised temporary grave markers (if ordered) will be removed after 12 months, or when a permanent memorial or headstone has been installed.
13. Garden beds are not to be planted on grave plots. The use of non-fixed, glass or breakable containers for flowers is prohibited and will be removed. Containers are not allowed on pathways, including the pathways in front of Chapels and Vaults, and the decorative stones in front of Vaults. Where granite faced beds are purchased, no gates or doors are to be subsequently fitted.
14. The grave and its improvements will always remain the responsibility of the Entitlement or Burial Rights Holder or the Entitlement and Burial Rights Holder's family and descendants.
15. The Cemetery reserves the right to remove any headstone, granite, marble, concrete and any flower container (after due notice to family or descendants) in the event that the condition of same renders it dangerous to Cemetery staff or visitors, and the cost of so doing may be recovered, at the discretion of the Cemetery, from the valid Entitlement Holder or Burial Rights Holder of their family and descendants.
16. **NB:** Under no circumstances is a person permitted to enter into a gravesite to carry out works without approval in writing from Cemetery management, to ensure the Workplace Health and Safety Act provisions and Cemetery specifications, rules and regulations are complied with.

PLEASE NOTE: Nudgee Cemetery acts in good faith as it relies on advice provided by Applicants and does not accept any responsibility for allowing a burial that might be the subject of a later dispute between family members, Executors and/or assigns.