

# ALBANY CEMETERY BOARD

## AGREEMENT

Agreement Number \_\_\_\_\_  
Application Number \_\_\_\_\_

### Natural Burial Agreement

#### Details of Applicant

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Suburb, State and Post Code: \_\_\_\_\_

#### Details of Funeral Director

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Suburb, State and Post Code: \_\_\_\_\_

#### Location

Area: \_\_\_\_\_  
Plot Number: \_\_\_\_\_

#### Tenure

Date of Issue: \_\_\_\_\_  
Period: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_

The Board hereby authorizes the natural burial of the remains of a human without a grant, subject to the terms and conditions set out on the reverse of this Agreement and on payment of the prescribed fee.

#### Agreement

In signing this Agreement, I acknowledge that I have:

- read the terms and conditions; or had the terms and conditions read to me;
- as set out on the reverse of this Agreement and agree to be bound by those terms and conditions.  
(Strike out as appropriate)

#### Signed by the Applicant

\_\_\_\_\_ **Date:** \_\_\_\_\_

#### Signed by the Funeral Director

\_\_\_\_\_ **Date:** \_\_\_\_\_

#### Signed by the Albany Cemetery Board

\_\_\_\_\_ **Date:** \_\_\_\_\_

The signing on behalf of the Board equally binds the Board to the terms and conditions of Issue.

# ALBANY CEMETERY BOARD

## Natural Burial Agreement Terms and Conditions of Issue

In the absence of a grant being issued, the Applicant \_\_\_\_\_  
and the Board<sup>1</sup> agree to the following:

1. Until such times as the Act is amended or a new Act is proclaimed, the provisions of the Cemeteries Act 1986 shall apply to the provision of natural burials.
2. The Agreement shall be for an initial term of 25 years.
3. Subject to clause 5, renewal of the Agreement is guaranteed for a further term of 25 years.
4. Further renewal of a term up to 25 years shall be by mutual agreement between the applicant and the Board.
5. An application for renewal must be made during the currency of the Agreement.
6. Should the applicant die before the expiration of the term of this Agreement, the Agreement shall remain in force for the duration of the term of the original agreement.
7. Where the person satisfies the Board in the form of a statutory declaration that they may exercise the rights previously granted to the holder of the Agreement, that person may exercise those rights.
8. Each burial site shall be for one interment<sup>2</sup> only, however, allowance will be made for the placement of ashes.
9. Sites shall be allocated for at-need<sup>3</sup> and pre-need burials<sup>4</sup> at the sole discretion of the Board.
10. Exhumations will only be undertaken where authorized by law.
11. Each grave will be accurately recorded and mapped as per existing cemetery management procedures.
12. All burial graves will be dug to a single interment level 1.4m. Where two burials are accommodated at the funeral service, the first interment will be 1.8m and the second 1.4m.
13. The Board will be responsible for the preparation, digging and backfill of the gravesite. Mourners may assist with backfilling the grave in accordance with the Board's policy.
14. Graves will be prepared to existing OHS standards using grave preparation machinery if required. Lowering devices may be used.
15. Soil removed in preparation for the burial will be placed adjacent to the gravesite.
16. No soil will be removed from the cemetery. Sand replaced at the gravesite after burial will be left to settle naturally.
17. No other materials or soils shall be included in the gravesite that are not indigenous to the area or are not biodegradable, except for the lead strip in clause 23.
18. The deceased must be transported and interred in an approved casket or coffin, constructed of a biodegradable and untreated material derived from a sustainable source.
19. The deceased shall be wrapped in a shroud of natural fibres.
20. Under no circumstances will the body of the deceased be accepted for natural burial where full or partial embalming has occurred.
21. Casket/coffin handles and nameplate must also be made of biodegradable material.
22. Caskets and coffins shall not contain any non-biodegradable items in addition to the requirements of the Board's Contents of Coffins policy.
23. A substantive lead strip bearing the surname of the deceased person stamped in legible characters, each character being not less than 10mm in height is required under the Albany Cemetery Board By-Law.
24. Cremated remains interred in the designated gravesite shall be contained in a biodegradable container that is non-retrievable. Alternatively, cremated remains may be placed directly into the earth.
25. Only natural flowers, presented in the form of a single stem or bouquet are permitted at the time of the funeral and at no other time. Flowers must be secured with cotton or other biodegradable material. No bowl or other form of receptacle is to be used. Products such as floral oasis are not to be used. All natural flowers will be removed by the Board after one week.
26. Subject to clause 25, tributes, tokens and any other items of remembrance, including flowers or plantings of any kind, are not permitted and may be removed by the Board without prior notice and disposed of.
27. No headstone or memorial, marker, stone, vase, tribute or any structure temporary or otherwise may be placed or erected at the gravesite.
28. A communal memorial of commendation shall be erected by the Board at the entrance to the natural burial area.
29. All landscaping will be developed, managed and maintained by the Board. Plantings shall be at the sole discretion of the Board.
30. Plants indigenous to the area shall be planted by the Board at the gravesite within one year of the burial and from an approved species list. The Board has exclusive right to maintain, prune or replace any plantings as required.

Initials of Applicant \_\_\_\_\_ Initials of Board \_\_\_\_\_  
Employee \_\_\_\_\_

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1. The Board refers to the Albany Cemetery Board.
  2. The gravesite may at the Board's discretion be prepared for two burials where the burials are to take place at the same funeral ensuring that the gravesite is disturbed only once.
  3. "At-need" refers to the purchase of the grave at a time to accommodate the remains of a deceased person.
  4. "Pre-need" refers the purchase of a grave to accommodate a future burial for a person who is still alive.