

# Application and Agreement for Exclusive Right of Burial

## APPLICANT'S DETAILS

Applicant's Full name: \_\_\_\_\_

Address: \_\_\_\_\_

Nominated Burial Rights Holder (if different from above named applicant)\*: \_\_\_\_\_

Of (address): \_\_\_\_\_

Relationship to deceased (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

\*Where the Applicant is not the same person as the nominated Burial Rights Holder, the attached **Indemnity for Burial and Cremation Charges** must be completed by the Applicant and submitted with this Application.

## DECEASED'S DETAILS (if applicable)

Surname: \_\_\_\_\_

First name/s: \_\_\_\_\_

Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Date of Death: \_\_\_\_\_

Last Address: \_\_\_\_\_

## RESERVED PLOT

Lawn / Area: \_\_\_\_\_ Row / Garden: \_\_\_\_\_ Plot: \_\_\_\_\_

If application is for a new plot, does the Applicant also want to reserve a plot next to this one? **YES NO**

## EXCLUSIVE RIGHT OF BURIAL TERMS AND CONDITIONS

If the application for an exclusive right of burial in part of the above named Cemetery is granted to the Applicant/Nominated Burial Rights Holder, that person, on payment of all applicable fees, obtains the following exclusive rights (**Exclusive Rights of Burial**):

- The exclusive right to be buried in the Reserved Plot/s; and
  - The exclusive right to decide who else may be buried in the Reserved Plot/s; and
  - The exclusive right to apply for and arrange the installation of memorial/s on the Reserved Plot site/s;
- and as proof of purchase, a Certificate of Purchase of Exclusive Right of Burial (**Certificate of Ownership**), will be issued in the name of that person (the **Burial Rights Holder**).

The Exclusive Rights of Burial are granted subject to the following terms and conditions of purchase:

1. **Commencement of burial rights** - Council will not issue a Certificate of Ownership and the Exclusive Rights of Burial will not take effect until all applicable fees (including this application fee, burial and memorial permit fees etcetera) have been paid in full;
2. **Proof of Ownership/Authority** - the Certificate of Ownership constitutes proof of ownership of the Exclusive Rights of Burial. Any person wanting to exercise any exclusive right granted in relation to a Reserved Plot/s must, when requested by Council, provide satisfactory proof of ownership; authority to act for and on behalf of the Burial Rights Holder; and an indemnity for payments of fees/other costs and liability;
3. **Transfer of rights** - Exclusive Rights of Burial may be transferred to a close relative of the Burial Rights Holder (in the manner provided by Council);
4. **Burials** - Burials cannot take place in the Reserved Plot unless prior written approval is obtained from Council by way of:
  - a) an application for a **Cemetery Burial Warrant**; and
  - b) the **Authority to Open a pre-purchased or occupied plot in the Hamilton interment facilities**;
5. **Memorials** - Memorials cannot be installed/erected on the Reserved Plot site without the Burial Rights Holder first obtaining a **Memorial Permit** from Council. The Burial Rights Holder can authorise someone else to arrange for memorials on his/her behalf - by an **Authority to Act on Behalf of Burial Rights Holder**. All applicants must satisfy Council as to their authority to act on behalf of the Burial Rights Holder, and may be required to indemnify Council against liability resulting from unauthorised and/or unlawful use of the exclusive burial rights;
6. **General obligations** - The Burial Rights Holders must comply with and observe all applicable statutes, regulations, bylaws, New Zealand Standards and Council's directions/instructions in relation to the Reserved Plot;
7. **Purchase back** - Council may, at its discretion, purchase back any unused plot on such terms and conditions as Council thinks fit.
8. **Termination of Burial Rights** - The Exclusive Rights of Burial lapse 60 years from the original date of purchase (being the date specified on the Certificate), without compensation or refund being payable by Council. The Burial Rights Holder's rights will also be extinguished if those rights are re-purchased by Council or transferred to another person.

I hereby confirm that I have read and understood the above terms and conditions and agree to be bound by them:

I hereby certify (as Applicant nominating a Burial Rights Holder) that I have explained the terms and conditions to the nominated Burial Rights Holder and that she/he understands them and agrees to be bound by them.

.....  
 Applicant (where Applicant is the Burial Rights Holder)

.....  
 Applicant for and on behalf of nominated Burial Rights Holder  
 (Indemnity for Burial and Cremation Charges attached)