



REGULATIONS

FOR

SALISBURY MEMORIAL PARK

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SMP provides the following services:-

Licences, Burials, Placement of Cremated Remains, Erection of Monuments etc. and these are available in the following sections:-

- Lawn Section
- Old Section
- Catholic Section
- Church of England Section
- Lutheran Section
- Orthodox Section
- Ledger Section
- Vault Section
- Children's Section
- Stillborn Section
- Cremation Memorials in Rose Gardens & Niche Walls
- Cremation Memorials in Shrub Garden
- Wall of Life & Memories
- Memorial Seats
- Mausoleum (issue of licences subject to a joint Council/Private Sector lease development)

REGULATIONS SALISBURY MEMORIAL PARK

These regulations are to be read in conjunction with:

**The Local Government Act 1934 Part 30 (Cemeteries)
The Local Government (Cemetery) Regulations 1995
Occupational Health & Safety Act 2000 No 40**

DEFINITIONS

In these Rules and Regulations:

“Licensee” means any person in whose name a space is currently recorded in the records of Salisbury Memorial Park as the owner of the exclusive right to interment or entombment.

“Interment” means the disposition of the remains of a deceased person by burial in the earth.

“Inurnment” means the disposition of the cremated remains of a deceased person either by burial in the earth or by placement within a cremation space.

“Entombment” means the disposition of the remains of a deceased person in a mausoleum or crypt, constructed for such purpose by Salisbury Memorial Park.

“Memorial plaque or monument” means the type of plaque or memorial stone allowed by Salisbury Memorial Park to be placed on a space.

“Space” means the space in which interments, inurnments or entombments may be made.

“Park” means the cemetery to which the Rules and Regulations relate.

“Exhumation” the lawful removal of human remains from their registered location within the Salisbury Memorial Park.

“Memorial Work” all masonry and monumental works associated with an exhumation/relocation request.

“Unit” a five year extension of lease.

“Companion Site” a site purchased immediately to the left or right of the original site.

“Reservation Fee” the fee payable to reserve a specific site for a period of five years.

REGULATIONS

1. HOURS OF OPERATION

- 1.1 The Park shall open daily throughout the year from dawn to dusk. Vehicular access will be permitted between 8.00am and 4.45pm Monday to Friday (except public holidays). No other person other than an employee duly authorised by Salisbury Memorial Park shall under any circumstances be permitted to enter or remain within the Park at any other hours.
- 1.2 The offices of Salisbury Memorial Park is situated at the City of Salisbury Municipal Offices, 12 James Street, Salisbury and will operate Monday to Friday (except public holidays) between the hours of 9.00am to 4.30pm
- 1.3 The hours for burial shall be Monday to Friday 9.00am to 4.00pm. Saturday, Sunday and Public Holidays 8.00am to 11.30am. Saturday, Sunday and Public Holidays (except Good Friday and Christmas Day) by special arrangement only and subject to additional fees.

2. FEES AND CHARGES

- 2.1 The scale of fees, as amended from time to time by the City of Salisbury shall be the fees payable in respect of the services provided by Salisbury Memorial Park.
- 2.2 Copies of Fees and Charges are available from either of the offices identified in (1.2) above.
- 2.3 All fees and charges shall be paid to the City of Salisbury, Municipal Offices .
- 2.4 Exhumation
 - 2.4.1 A set fee, (contained within Councils' approved Fees & Charges documentation) will be applied by Salisbury Memorial Park for all exhumations. This cost will relate to the exhumation of the remains to ground level only and is payable by the licensee.
 - 2.4.2 Transfer costs associated with the removal of remains to an off site location or for interment within the Salisbury Mausoleum are to be negotiated with either Mausoleum management or, the relevant Funeral Director.

2.5 Reimbursements

2.5.1 Salisbury Memorial Park may reimburse any licensee for the pro-rata value of their lease, following exhumation, based on the purchase price of the lease, at the time of purchase.

Licensees' are also provided with the following options following exhumation:

- i. Maintain the lease for future requirements
- ii. Hand the lease back to Salisbury Memorial Park
- iii. Request Salisbury Memorial Park management to sell the lease on the licensees' behalf.

2.5.2 Conditions of reimbursements ii and iii above

- ii Salisbury Memorial Park will resume ownership of the plot, remove all memorial works and reinstate the plot for resale as required
- iii Salisbury Memorial Park will resell the lease for a negotiated price with the Licensee. Unless otherwise requested memorial removal and site restoration will be conducted by Salisbury Memorial Park. The cost of reinstatement will be payable on the sale of the lease site by the Licensee.

3. SALISBURY MEMORIAL PARK - GENERAL

3.1 No person other than an authorised employee of the City of Salisbury shall cultivate any portion of the soil within the Park either by planting lawns, flowers, trees or shrubs, or in any other manner whatsoever.

3.2 All plants and trees within the Park remain the property of the City of Salisbury.

3.3 The selection of trees, plants, shrubs and materials used in the Park is at the absolute discretion of the City of Salisbury and the Manager – Cemetery Services.

3.4 No grass covering a space may be removed or disturbed.

3.5 Any person committing or omitting any act or violation of any of these regulations may be removed from the Park by order of the Manager – Cemetery Services or by any Officer of the Police Force of South Australia.

3.6 No dogs shall be taken into the Park grounds other than by persons having legitimate business and unless held upon a leash. Any dogs found otherwise within the Park will be removed.

3.7 No person shall:

3.7.1 Sell or buy any article or thing.

3.7.2 Carry on any trade, business, or call or promote or advertise the same by solicitation, or by any other system or advertisement whatsoever.

3.7.3 Distribute any handbill, card or circular or other advertisement.

3.7.4 Post any handbill, card or circular or other advertisement.

- 3.7.5 Disturb any funeral service at any grave, whether by working in the neighbourhood thereof, or otherwise.
- 3.7.6 Discharge any firearms except at a military funeral.
- 3.7.7 Cut, break or deface any of the statuary, monuments, trees, shrubs, plants, seats, gates, posts or fences or write thereon.
- 3.7.8 Affix any bill or stencil mark to any tree, seat, gate, post, fence, wall pillar or railing.
- 3.7.9 Take or injure any of the plants, flowers or fruit.
- 3.7.10 Interfere with trees, shrubs, flowers, vases, labels, birds, animals or other property.
- 3.7.11 Commit any riot, breach of the peace, or nuisance or otherwise offend against decency or decorum.

Without the consent of the Manager – Cemetery Services.

- 3.8 Vehicles shall be allowed within the Park during funerals; the drivers shall observe directions by the Manager – Cemetery Services or his delegate as necessary to regulate traffic within the Park. The gates may be closed at anytime by the Manager – Cemetery Services, when parking within the Park grounds becomes limited.
- 3.9 Prior to any tent or marquee being erected, the Manager – Cemetery Services requires notification outlining desired locations of tents or marquees and date to be erected. Any tent or marquee erected in the Park grounds shall be removed immediately after the funeral. The City of Salisbury will require reimbursement of costs to repair any damaged turf or underground services.
- 3.10 A speed limit of 10km per hour shall apply with the Park.
- 3.11 The City of Salisbury may realign or alter the position of memorials after consultation with the leaseholder and only after a period of 3 months has elapsed from the time of notification and consultation.
- 3.12 The City of Salisbury will take reasonable care to protect the property and property rights of owners within the cemetery from loss and damage, but disclaims all responsibility for loss or damage caused by its employees or agents and/or equipment of the City of Salisbury or from other causes beyond its control.
- 3.13 The City of Salisbury reserves the right of a temporary easement at any time on or across any space, for equipment and material and access necessary for interment on adjoining lots or other operational purposes.
- 3.14 Nothing may be brought into or removed from the Park without a permit from the Manager – Cemetery Services.

4. FLOWER RECEPTACLES FOR ROSE & SHRUB GARDENS

The City of Salisbury provides containers for flowers for use in the Park, free of charge. These are the only containers that may be used in the Park other than previously approved fixed receptacles permanently attached to a memorial.

5. FLORAL TRIBUTES

The following is a policy statement regarding floral tributes:

- 5.1 Encourage that all monuments and headstones in the Park have a fixed receptacle for flowers. Spent flowers will be cleared on a regular basis.
- 5.2 Floral tributes placed in Salisbury Memorial Park may only be in approved receptacles available throughout the Park and are free of charge.
- 5.3 Metal receptacles are only acceptable for burial monuments when incorporated into the monument by a monumental mason.
- 5.4 Non-approved receptacles will be removed by the Manager – Cemetery Services or his agent, any such receptacle that may be of some value to the owner to be noted and placed on storage for a period of three months, thereafter may be disposed of the City of Salisbury.
- 5.5 The City of Salisbury employees have the right to remove any tribute be it natural or synthetic, when in the employee's opinion the tribute has become unsightly or is unsightly.
- 5.6 The City of Salisbury will take every precaution to ensure that floral tributes on memorials and monuments will remain intact whilst in good condition but will not be held responsible for premature removal either by its staff or members of the public.

6. LICENCES

- 6.1 The City of Salisbury may, upon the payment of a licence fee or reservation fee, as set down in the scale of fees, grant a licence for the exclusive right of burial in any section of the cemetery, inclusive of Mausoleum but excluding the stillborn section.
- 6.2 The Manager – Cemetery Services shall have the right:
 - 6.2.1 To refuse any application for a license or renewal and, to limit the number of licenses to any one person.
- 6.3 The Manager – Cemetery Services shall keep a register of Licences as required by the Local Government (Cemetery) Regulations 1995 Regulation 9.
- 6.4 The licensee must notify the City of Salisbury of any change in mailing address.

- 6.5 Any notice sent to a licensee, at the last address on file in the office of the City of Salisbury will be considered sufficient and proper legal notification in relation to any matter pertaining to a licence.
- 6.6 When a licence certificate is lost or destroyed, the Manager – Cemetery Services may on payment of the fee (as per Section 2 of this document), issue a duplicate licence certificate or document to the licensee on the application when accompanied by:
- 6.6.1 A statutory declaration that the licence or document has been lost or destroyed and has not been otherwise disposed of, and if lost, that proper searches have been made; and
- 6.6.2 An undertaking in writing that if it is found or received by the licensee it will be returned to the Manager – Cemetery Services.
- 6.7 Licences granted from the 1st July 1993 will be issued for a period of 50 years for burials and 25 years for cremated remains from the date of issue unless granted within the following areas:
- 6.7.1 Vault Section (Section HV) will be issued for a period of either 50 years or 99 years after payment of the subsequent relative fees.
- 6.7.2 Ledger Section (Section HL) will be issued for a period of either 50 years after payment of the subsequent relative fees.
- 6.7.3 Greek Orthodox Section (Section HO) will be issued for a period of 50 years after payment of the subsequent relative fees.
- 6.7.4 Mausoleum (Section M) Licences will be issued for a period of 99 years after payment of the subsequent relative fees.
- 6.8 Licences may be renewed at any time by purchasing a unit or units of extended time as laid down in the scale of fees. The extension of a licence cannot be extended beyond the initial licence that was originally granted.
- 6.9 (1) Pre-need licences that have been purchased and are required for a subsequent burial are required to have a minimum period to expiry of twenty years.
 (2) Existing burial licences that are required for subsequent additional burials are required to have a minimum period to expiry of twenty years.

7. TERMINATION OF LICENCE

- 7.1 If a licensee has advised that extension or renewal of a grant is not required at expiry the licensee may also instruct the Manager – Cemetery Services on a preferred method of final disposition of the remains recovered if the site is reused.

The options are:

- i. The re-burial of remains, free of charge, in the same grave at a greater depth;
- ii. Cremated remains interred in an unmarked location of the gardens at no cost;
- iii. Or cremated remains dispersed or memorialised at the fee set for these services.

8. THE CONDITIONS AND THE TRANSFER OF LICENCE

- 8.1 The right and responsibility of a licence transfer resides with the licensee.
- 8.2 The rights granted to the licensee may be transferred upon the death or legal incapacity of the licensee to any one of the following people in descending order of entitlement:
 - 8.2.1 The sole executor or administrator of the licensee
 - 8.2.2 A joint executor or administrator (with the permission of all others) of the licensee.
 - 8.2.3 The spouse of the licensee (including a putative or common law spouse)
 - 8.2.4 The eldest living and legally capable child of the licensee
 - 8.2.5 The eldest living and legally capable grandchild of the licensee
 - 8.2.6 The eldest living and legally capable sibling of the licensee
 - 8.2.7 The eldest living and legally capable blood relative of the licensee
- 8.3 The City of Salisbury deems legally capable to be considered 18 years of age and over.
- 8.4 The substituted right may be devolved as one or more persons in succession in the event of the subsequent death or legal incapacity of such person.
- 8.5 The City of Salisbury may determine the criteria necessary to demonstrate the relationship and entitlement of a person claiming a substituted right and the City of Salisbury retains unfettered discretion to determine which person will be entitled to exercise the substituted rights in the event of a dispute between one or more persons.
- 8.6 A transfer can be effected at any time while the licence is current.
- 8.7 To effect a transfer, it is necessary to complete a transfer of licence declaration and provide the required documentation.
- 8.8 Licensees are responsible for advising the City of Salisbury of change of address.
- 8.9 Only the licensee has the right to relinquish the licence.
- 8.10 The licensee may relinquish the licence for a grave and/or cremation garden memorial anytime except where a grave contains a burial. Removal of buried remains requires the consent in writing of the Attorney-General.
- 8.11 The monument or plaque may be reclaimed by the licensee upon relinquishment, or will be disposed of at the City of Salisbury's discretion.

- 8.12 Any fee paid on this licence will not be refunded.
- 8.13 The City of Salisbury may extend, renew, relinquish or transfer this licence upon application.
- 8.14 A licence may be extended by anyone at anytime in accordance with Salisbury Memorial Park's Rules & Regulations.
- 8.15 The right to extend licences is perpetual and may be exercised in multiples of five (5) years. Fees are based on charges prevailing at the time of extension.
- 8.16 Landscaping of grave and cremation memorials sites is not permitted (including placement of jars, bottles and potted plants.) in accordance with Salisbury Memorial Park's Rules & Regulations.
- 8.17 Metal and granite plaque warranties for garden memorials are for a period of 12 months only. This warranty is between the licensee and the company that manufactured the plaque. Salisbury Memorial Park accepts no responsibility for the quality of metal or granite plaques supplied by the manufacturer.

9. BURIAL PLOTS

- 9.1 No burial shall, under any circumstance, be permitted in the Park until an application has been approved, and particulars of the deceased person have been recorded by the Manager – Cemetery Services at the City of Salisbury, Municipal Offices in accordance with Section 6 (Licences).
- 9.2 No interment, inurnment or entombment will be made in a space that has not been fully paid for.
- 9.3 No more than three coffin interments (1.9 metres) shall be buried in the same burial site.
- 9.4 In all burial sites there may be interred a maximum of six people, either a maximum of three coffin interments or a combination of coffin interments and cremated remains.
- 9.5 If a licensee wants further interment(s) in a grave in which there have already been interments, or if such earlier interments were at insufficient depth for further interments, arrangements can be made to create space through the process called "lift and lower". This process may only be undertaken if at least 3 years have elapsed since the last interment and subject to an additional fee.
- 9.6 Coffins shall be interred at the prescribed depth as defined by the Local Government (Cemetery) Regulations 1995. No grave shall be left open after an interment.
- 9.7 No human remains may be removed from the grave except in accordance with Regulation 20 of the Local Government (Cemetery) Regulations 1995.

9.8 Every grave within the Park will be dug by employees or contractors of the City of Salisbury.

10. MEMORIAL PLAQUES AND MONUMENTS

10.1 All monuments, plaques and memorials shall be erected on the concrete plinth supplied by the City of Salisbury, except in General A, part of General B, part of Catholic, part of Anglican, the Lutheran sections and section "H" vault section.

10.2 No person other than a duly authorised employee or agent of the City of Salisbury, shall install or alter any monument, plaque or memorial in any section within the Park.

10.3 All monuments, plaques and memorials shall be of a design, dimension and quality approved by the City of Salisbury and the Manager – Cemetery Services.

10.4 All monuments are to be of first grade granite, marble or other durable natural stone, ornamental fittings or fixtures may be permitted, provided they are of non-ferrous and durable material.

10.5 No monument, plaque or memorial shall be removed without the consent in writing of the Manager – Cemetery Services.

10.6 The registered licensee shall keep monuments, plaques and/or memorials in good repair and proper condition.

10.7 Any monument, plaque or memorial deemed unsightly or unsafe, must be repaired or replaced by the grantee or licensee within 28 days of notification by The City of Salisbury or the Manager – Cemetery Services.

All headstones not removed by the licensee within 28 days of notification will be removed by the Manager – Cemetery Services and held for a period of six months, prior to disposal.

10.8 All work in connection with any monument, plaque or memorial or grave shall be carried out under the direction of the Manager – Cemetery Services.

10.9 Temporary grave markers, including wooden crosses, may only be used for a maximum period of six months. Following this period the Manager – Cemetery Services may remove the marker, allowing for its replacement by a specified monument or the grave is to be left unmarked.

10.10 The City of Salisbury will not accept responsibility for damage to monuments through acts of vandalism, riot, war or terrorism. Repair of damaged monuments is the responsibility of the licensee or licensees, who will be contacted by the Manager – Cemetery Services.

10.11 Damaged monuments will be laid flat on the grave site or stored in the cemetery compound for a period of twelve months from the date of damage.

- 10.12 Any other person, other than the licensee may place a memorial plaque on an interment only when the licensee has given written permission for that other person to do so.
- 10.13 The purchase price of memorial plaques must be paid in full before the order will be placed.
- No plaque may embrace more than one space except where the licensee has purchased companion sites.
- 10.14 The City of Salisbury or the Manager – Cemetery Services will construct and place all foundations and set the plaques at the expense of the purchaser.
- 10.15 No memorial plaque will be installed on any space unless the space has been paid for in full.
- 10.16 Memorial plaques should be treated according to manufacturers specifications, by the licensee.

11. EXHUMATIONS

- 11.1 All exhumations will be undertaken in compliance with existing legislation and health regulations as outlined within the references above and on presentation of a licence from the Attorney General's Department.
- 11.2 Attendance at any exhumation will be limited to the required Cemetery staff, Department of Human Services officer, and the earthworks contractor, unless directed by the Coroner or the Attorney General's Department
- 11.3 Salisbury Memorial Park staff will be responsible for the exhumation of remains to ground level and into a suitable receptacle as supplied by the Licensee or authorised authority, and where the situation requires, to the closest practical location, ensuring compliance with all Statutory and Occupational Health and Safety Regulations.
- 11.4 Salisbury Memorial Park staff will not be responsible for the relocation of remains from the completion of the exhumation process.
- 11.5 Salisbury Memorial Park Staff will not be involved in the transfer of remains or interment duties within the Salisbury Mausoleum Development.