



ZAINAB CEMETERY AUTHORITY

256 Bridge Road, Pooraka SA 5095
jafariacentre@gmail.com

Statement of Interment Rights and Responsibilities

IMPORTANT LEGAL NOTICE

The following Plain English Statement is required by law (Burial and Cremation Act 2013 (SA) section 30). The purpose of this form is to outline interment rights and responsibilities. It is an important document. Please keep it with the original interment right. Under the law, this statement is to be given to a purchaser before issuance of any Interment Right.

This form must be completed, and a signed copy of this document must be received by the ZAINAB CEMETERY, 256 BRIDGE ROAD, POORAKA before the grave can be used.

NAME OF THE INTERMENT RIGHT HOLDER(S)

Up to two people may be named as the Interment Right Holders:

Holder 1: Name: _____ _____ Address: _____ _____ _____	Holder 2: Name: _____ _____ Address: _____ _____ _____
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The person(s) named above has/have the sole right (interment right) to, at some future time, nominate the person or persons whose remains may be interred pursuant to the interment right.

CEMETERY DETAILS

NAME OF CEMETERY: ZAINAB CEMETERY, 256 BRIDGE ROAD, POORAKA

Interment Right	Burial Plot	Columbarium
☐	☐	☐

Please tick selection:

☐ I/We will accept the next available grave or memorial position in our preferred section.



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The path and site number will be confirmed by the Council on the interment right.

An interment right will be issued for this site. The interment right does not mean that the buyer owns the land.

The cost of the interment right is \$ _____ (Inc. GST)
The interment right is issued for _____ years
The interment right starts on (date): ____ / ____ / ____
The interment right expires on (date): ____ / ____ / ____

I have read and understand the interment right conditions.

Full Name 1: _____ _____ Signature: _____ _____ Date: _____ _____	Full Name 2: _____ _____ Signature: _____ _____ Date: _____ _____
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Witness Full Name: _____ Signature: _____ Date: _____
____ / ____ / ____



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Interment Rights and Responsibilities

The following rights and responsibilities are part of the Interment Right Conditions and must be abided by the interment rights holders.

1. The interment right will be issued to the Interment Right Holder(s) by Jafaria Islamic Society Ltd ("the Authority").
2. The interment right certificate may be sent via your funeral director who will pass it on to the interment right holder.
3. The price of the interment right does not cover other services such as grave digging, burial, chapel hire, funeral director, headstone, or memorial expenses.
4. An interment right may only be cancelled or transferred upon application if approved by the Authority.
5. The Authority may renew an Interment Right for an additional period or periods in accordance with the Act and Regulations where: an application is received to do so, the appropriate fee is paid, and any other such documentation is provided as may be deemed necessary by the Authority.
6. The particulars in paragraphs 4 and 5 above and the details on page 1 including personal details will be included in the interment rights document.
7. Burial and memorial interment rights are subject to the conditions noted in this statement, the Council Operating Policy and any cemetery rules or laws in force during the term of the interment right. The Operating Policy, interment right conditions, policies and rules may change over time. Updated versions of the Operating Policy are available from the Authority or on their website.
8. The rights granted to the interment right holder may be exercised upon the death or legal incapacity of the Interment Right Holder by any one of the following people in descending order of entitlement:
 - 1) Executor/s or administrator of deceased.
 - 2) The spouse.
 - 3) The eldest living child.



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- 4) Any other living child, in descending order by age but over the age of 18.
- 5) The eldest living parent.
- 6) The eldest living brother or sister.
- 7) The eldest living grandchild or great-grandchild.
- 8) The eldest living grandparent.
- 9) The eldest living aunt or uncle.
- 10) The eldest living nephew or niece.
- 11) The eldest living cousin.
- 12) The eldest living blood relative.

9. If an interment right is held by more than 1 person, it may be exercised or enforced jointly or severally as defined in Section 35(2) of the Burial and Cremation Act 2013 (SA).

10. The interment right holder(s) is responsible for maintaining headstones and memorials in a safe and proper condition. The Authority has the power to require repair, removal, or reinstatement of an unsafe memorial by the owner of the memorial.

11. The interment right holder must get the burial plot ready for the memorial within 1 year of burial. The memorial work can only be carried out by the Monumental Mason approved by the Authority.

12. The design of headstones and memorials will require authorisation before work commences, they are to be installed by the Authority approved Accredited Monumental Mason.

13. The Authority may cancel the interment right if the interment right holder significantly contravenes the Authority's Interment Right Policy, conditions, and/or laws and regulations.

14. The interment right holder(s) must abide by the rules, regulations and operating procedures of the Authority.

Full Name 1: _____ _____	Full Name 2: _____ _____
Signature: _____ _____	Signature: _____ _____
Date:	Date:



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Witness Full Name: _____ Signature: _____ Date: _____
____ / ____ / ____



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Acceptance of Agreement

I _____

Address: _____

Email address: _____

Mobile Number: _____

Driver License: _____

Accept the terms and conditions offered by Jafaria Islamic Society Ltd ('the Authority') for the purchase of interment rights.

1. I accept the terms and conditions attached to this agreement.
2. I agree to pay a minimum non-refundable deposit of \$1,000.00 at the signing of the agreement.
3. I agree that the outstanding balance listed in the Purchase Details of the agreement will be paid off by regular Monthly payments over a maximum period of 3 years, commencing from the date of deposit. I will set a direct debit deposit on my Internet banking account or via the Authority's direct debit system or as agreed by the Authority.
4. I acknowledge that a burial/service may not take place until such time as the outstanding balance of this agreement is paid in full.
5. I accept that the Authority will not be held responsible for any payments made by mail of either cheque or money order.
6. I agree that should any financial hardships be experienced during this agreement I will inform the Authority immediately to discuss possible alternative arrangements to fulfil this agreement.
7. I acknowledge that the Authority has the right to terminate this time payment agreement if regular payments are not made in accordance with any payment schedule agreed by the parties.
8. I acknowledge that should this time payment agreement be terminated, the Authority has the right to sell the site to another person.
9. I acknowledge that if the payment agreement is not upheld for six months the authority may terminate the interment rights purchase.
10. I accept that should this time payment agreement be terminated, no refund will be made for monies paid.
11. I acknowledge that should any of my contact details change I will inform the Authority within two weeks.



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- 12.** I acknowledge that the transfer of interment rights can only take place once the agreement payment is fully paid.
- 13.** I acknowledge that authority will assign the grave plot based on the next available.
- 14.** I acknowledge that I will abide by the operating policies of the Authority which may be changed by the authority from time to time.

Signed: _____ Date: _____



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Office Use Only

OFFICE USE ONLY
Approved / Not Approved (circle one)
Name: _____
Date: _____
Signature: _____