



Nature Section

Interment Policy

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1. Principles

The following six principles have been established by the Yackandandah Cemetery Trust to define the unique usage policy and landscape characteristics of the Nature Section of the Yackandandah Cemetery. These six overarching principles guide the policy, terms and conditions, and help define the unique use of the Nature Section.

1. The Nature Section will be designated as a non-denominational area of land within the Yackandandah Cemetery and will accept approved interments of Human Remains (cremated ashes or bodily remains) from all faiths, cultures, and ethnicities;
2. The Nature Section will accept both Traditional and Natural Burials. Natural burials will encourage the nutrients in a body to return to the earth in the most environmentally friendly way possible;
3. The Nature Section will be defined by a unique approach to natural stone memorials, vegetation use and management, and the characteristics of natural landscape features and outlook;
4. The Places of Interment will not chart traditional horizontal grid placement, and grave sites will meander the natural curves of the landscape in accordance with the Yackandandah Cemetery Trusts design;
5. The Place of Interment will have no artificial headstone, tombstone or gravesite features, and will integrate vegetation plantings from a species selection approved by the Yackandandah Cemetery Trust; and
6. Place of Interments within the Nature Section will be allocated to the Rights holder based on the next available plot. Reservation of a Place of Interment will not be available in the Nature Section.



2. Definitions

This section contains terms that we have used throughout the document. These terms have a particular meanings set out below when used in this document. It is important to read these terms and understand their meaning as this will help understand the document.

Act means the Cemeteries and Crematoria Act 2003 (Vic).

Agreement means the agreement formed by our acceptance of the application made by you for a Right of Interment which these Terms and Conditions are attached to and form part of.

Application is a request for an agreement to be made between you and the Yackandandah Cemetery Trust for the purchase of goods and services, including a Place of Interment within the Nature Section of the Yackandandah Cemetery Trust.

Applicant means you as the person or persons making the application to Yackandandah Cemetery Trust for goods and services.

Exercised Right of Interment means a location over which there is a Right of Interment where Human Remains have been interred or a Memorial has been installed.

Holder of Right means the person(s) who owns the Right of Interment. The Holder of Right doesn't have to be the Applicant and may be the recipient of a transfer of the Right of Interment to him or her.

Human Remains mean (as in the Act) bodily remains, cremated remains or body parts.

Memorial means a natural stone monument with an affixed plaque, placed in a Place of Interment of one or more deceased person/s. Each Memorial is to be approved by the Yackandandah Cemetery Trust.

Natural Burial is the practice of burying a Human Remains in the earth, in a manner that allows for natural decomposition with minimal impact on the surrounding ecosystem. All burials are shallow depth and prohibit artificial caskets, embalming chemicals, and non-compostable clothing and buried artefacts.



Nature Section is a designated non-denominational area of land within the Yackandandah Cemetery, as defined on maps held by the Yackandandah Cemetery Trust. The Nature Section has usage Policy and Procedures that define its unique characteristics and landscape features.

Place of Interment means the place within the Nature Section of the Yackandandah Cemetery where Human Remains (actual remains or the cremated remains) are or are to be interred and includes graves or plot which serves as a receptacle for the deceased. The Place of Interment shall not exceed 2.4 metres by 1.2 metres.

Policy or Policies means Yackandandah Cemetery Trust's Policies in relation to the provision of the goods and services, the use of the goods and services, access to the cemetery ground, and any other matters which Yackandandah Cemetery Trust provides for in its policies. These documents may be updated from time to time and the updated policy or rule will apply from the date it is published on Yackandandah Cemetery Trust's website.

Right of Interment means the exclusive right to have Human Remains interred at a particular Place of Interment subject to the rights and obligations that the Holder of Right has under the Act and otherwise subject to the terms and conditions attached to the deed we issue for the Right of Interment.

Traditional Burial has a minimum burial depth of 180cm, may include deeper burial for multiple interments, and allows for conventional bodily embalming chemicals, non-compostable caskets, and synthetic clothing fibres such as polyester and nylon.

Yackandandah Cemetery Trust or we or us means the Yackandandah Cemetery Trust.

You we also use the term “you” when we are referring to you as the Applicant or Holder of Right and other terms such as ‘your’ when referring to your rights or obligations. This includes where the application or the Right of Interment is made in the name of more than one person in which case, the term “you” or “your” refers to all persons who are named as Applicant or as the Holder of Right.



3. General Policy

This section contains important information about the Nature Section of the Yackandandah Cemetery. It helps describe what makes this section different from other sections of the Cemetery, and what limitations are placed on interment and memorialisation. Reading this section will help you decide if the Nature Section is the best Place of Interment for you or your family.

3.1 Nature Section

- a) The Nature Section is defined by a unique approach to natural stone memorials, vegetation use and management, and the characteristics of natural landscape features and outlook.
- b) The Nature Section accepts **both** Traditional and Natural Burials, with all remains positioned within graves in designated Places of Interments. Reservation of a Place of Interment is not available in the Nature Section.

3.2 Natural Burials

- c) Natural Burials are permitted within the Nature Section of the Yackandandah Cemetery. From a practical perspective Natural Burial is about disposing of a body in a way that allows for it to decompose where the nutrients from the body itself are made accessible to the soil microbes and plant life.
- a) All Natural Burials are shallow depth and shall have 1 metre of soil above the body at the shallowest point. All Natural Burials shall have Bodily Remains laid horizontal to the ground.
- d) All Place of Interments for Natural Burials are single graves. Coffins are allowed however they are only to be of biodegradable material. The body of the deceased is required to only be wearing natural fibres



- e) The body of the deceased is not permitted to undergo embalming or temporary preservation prior to burial. The body of the deceased is required to be prepared naturally i.e. with no plastic or chemical preparations.
- f) We only permit biodegradable and compostable items to be buried with the body such as handwritten notes, fresh flowers, natural fibres etc.

3.3 Traditional Burials

- a) Traditional Burials are permitted within the Nature Section of the Yackandandah Cemetery. From a practical perspective Traditional Burials inter bodily remains at depths that exceed soil biome, insects and worms, thus preserving bodily remains for longer periods of time.
- b) All Traditional Burials are deep depth and shall have 1.5 metre of soil above the body/bodies at the shallowest point. All Traditional Burials shall have Bodily Remains laid horizontal to the ground.
- c) All Place of Interments for Traditional Burials are dug as single graves. to allow for one interment only unless prior arrangements have been made with Yackandandah Cemetery Trust.
- d) Where multiple interments are intended by the Holder of Right and in order that the initial grave can be dug to 2 metres accommodate one additional, subsequent interments, the number of intended interments must be notified to Yackandandah Cemetery Trust and arranged/approved prior to the first interment. An additional fee may be payable in these circumstances.
- e) Bodily remains for Traditional Burials are permitted to have modern preparations most commonly used in the conventional industry to prepare and maintain a person's body after death. This includes embalming, preparation using chemicals and disinfectants, temporary preservations, plastic eye caps, stitching of a person's mouth etc.
- f) The Nature Section will accept interments of Bodily Remains for Traditional Burials with or without a casket and favours compostable materials.



3.4 Memorialisation

- a) Naturally formed monuments are a key characteristic of the Memorials used within the Nature Section. All interments within the Nature Section are encouraged to have a Memorial.
- b) Memorials are to be a natural forming stone / rock, limited to bluestone, sandstone, granite, basalt, or diorite and are to be installed at ground level. Memorial size shall not be less than 5 litres and shall not exceed 30 litres in volume.
- c) Memorial plaques shall be affixed (brass bolted and glued) to memorial stones and must contain the name as noted on the birth certificate. The following information about the deceased human remains is also recommended:
 - (i) Age at death;
 - (ii) Date of birth and / or Date of death.
- d) Memorial plaques shall be made from bronze, brass, or stainless steel and shall be no larger than 300mm by 200mm.
- e) The Cemetery and Crematorium Association Victoria form "[Application to Establish or Alter a Memorial or Place of Interment](#)" is to be completed by the Right of Interment holder and submitted to the Yackandandah cemetery Trust for approval before the memorial is erected.
- f) Inscriptions on Memorial plaques in languages other than English will require an English translation to be provided in the Application, and to be certified by the Applicant(s) as a true and correct translation.
- g) To ensure the correct placement and appropriateness Memorials, Yackandandah Cemetery Trust 's written approval must be obtained (including to Memorial designs) prior to any Memorials being installed or plaques affixed.
- h) Temporary memorials are permitted in some areas for a maximum period of 12 months from the date of the first exercise of the Right of Interment. After this time, it must be removed or replaced with a permanent memorial/monument.



- i) Other than for temporary memorials, earth, aggregate, timber, concrete, metal, plastics, and other man made products are not permitted as part or full memorial.
- j) Memorials are not permitted to be installed at a Place of Interment until after the burial/interment of Human Remains.

3.5 Floral / Mementos / Offerings

- a) Families of deceased are encouraged to plant (landscape) the Place of Interment, using plants from the approved plant species list, and actively help maintain. The Yackandandah Cemetery Trust may vegetate a Place of interment at its own discretion in accordance with the Nature Section Policy.
- b) The natural landscape features of the Nature Section are a key characteristic to be preserved by the Yackandandah Cemetery Trust. To conserve the Nature Section, floral offerings are restricted to the placement of living, fresh or dried floral tributes at the Place of Interment.
- c) Living plants selected for planting on the Place of Interment must be from the Yackandandah Cemetery Trusts approved plant species list. Any and all exotic plants found will be removed by the trust. Any dead or dying plants may be removed by the trust, and replaced by the family if they wish to do so.
- d) To preserve the well-kept natural beauty of the Nature Section grounds and to reduce the risk of injury to people or wildlife, the following mementos and offerings are not permitted within the Nature Section:
 - (i) Vases and pottery
 - (ii) beverage container,
 - (iii) artificial tributes,
 - (iv) solar lights,
 - (v) toys and trinkets,
 - (vi) perishable items (other than floral displays),



- (vii) glass or plastic items of any description,
- (viii) Floral foam wetbricks, wrapping, and rubber bands from floral arrangements

3.6 Rights of Yackandandah Cemetery Trust

a) Yackandandah Cemetery Trust may:

- (i) remove anything placed on a Place of Interment which has been put there without Yackandandah Cemetery Trust's written permission;
- (i) refuse permission to erect a Memorial on a Place of Interment if it would contravene Yackandandah Cemetery Trust's Policies or would, in its opinion, be deemed a safety concern;
- (ii) reject inappropriate designs (as determined at its discretion); or
- (iii) restrict the materials used, dimensions and style of Memorials, the requirements for which may be varied at any time at its absolute discretion.
- (iv) Non-approved items may be removed and disposed of without prior notification.
- (v) As all floral tributes will wither and weather over time, Removal of Floral Tributes may occur by Yackandandah Cemetery Trust Members or grounds maintenance contractors.

3.7 Fees and Payment

- a) Fees for Right of Interment in the Nature Section are set out in the Yackandandah Cemetery Trust Fee Schedule.
- b) You must pay a deposit of 20% of the purchase price specified in the fees schedule attached to this application at the same time that you submit your application to Yackandandah Cemetery Trust.
- c) The balance of the purchase price must be paid in full within 30 days from the date of signing of the Application by Yackandandah Cemetery Trust.



- d) The purchase price must be paid in full before goods or services will be provided and specifically before:
 - (i) the exercise of a Right of Interment or a cremation is performed; or
 - (ii) a Memorial is installed.
- e) Once you have paid a deposit, the purchase price is fixed for the goods and services you have ordered (even if Yackandandah Cemetery Trust increases the price for the goods and services before you have paid in full).
- f) Yackandandah Cemetery Trust accepts cash, cheque, and Electronic Funds Transfer (EFT). If the purchase is for a service that is to occur within seven business days, payment in full must be made by EFT.
- g) Yackandandah Cemetery Trust may terminate this agreement if it does not receive full payment in accordance with the payment terms above. If this occurs, Yackandandah Cemetery Trust will refund any payment already made to you, less a \$100 administration fee.



4. Agreement, Terms, and Conditions

This section contains details on the Interment agreement and general terms and conditions that apply to the Nature Section. This part of the document provides more detailed conditions that help protect both you and the Trust. The language used in this section can sometimes be difficult to understand, we encourage you to discuss anything you are unsure about with the Trust Sexton.

4.1 Agreement for Right of Interment in Nature Section

- a) An Application for the purchase of the goods and services from the Yackandandah Cemetery Trust shall be governed by this policy's terms and conditions, and they will prevail over any inconsistent provisions which may be contained in any other document.
- b) An Application is made when the Applicant requests the purchase of goods and services, including a Place of Interment within the Nature Section of the Yackandandah Cemetery.
- c) The Yackandandah Cemetery Trust may accept or reject an application at our discretion. You will be notified within 14 calendar days if the application is accepted or rejected. Your application will form the agreement between you and Yackandandah Cemetery Trust as the Applicant for the provision of the applicable goods and/or services.
- d) It is your responsibility to identify and inspect the Place of Interment selected within the Nature Section, prior to making the application to make sure that you are **or** the nominated Holder of Right (if it is not you) is satisfied with it.
- e) If you are the Applicant but you have nominated another person or persons as Holder of Right or if the Right of Interment is transferred to another person or persons, these Terms and Conditions (to the extent that they are applicable to



Rights of Interment) apply to that other person or those persons as the Holder of Right.

- f) The Holder of Right must also comply with the Policies of Yackandandah Cemetery Trust, which may be amended, varied or replaced at any time.

4.2 Order of succession to a Right of Interment

- a) If the Holder of Right dies, or cannot be found the Right of Interment (and all associated rights) will be passed to the next person entitled to be the Holder of Right in the following order:
 - (i) where there are two or more Holders of Right of Interment, the Right of Interment will pass to the surviving Holder(s) of Right;
 - (ii) where the Holder of the Right dies, the Right of Interment will pass in accordance with the will of that person or, if there is no will, in accordance with law.

NB: Any person claiming to be entitled to have the Right of Interment transferred to them must provide an executed statutory declaration in a form prescribed by Yackandandah Cemetery Trust, that they legally have the right to be the Holder of Right. This right will either be as executor or administrator or as the person entitled under the will of the deceased or under the rules of intestacy to inherit the Right of Interment.

4.3 Cancellation

- a) The Applicant(s) or Holder of Right may cancel the application or the Right of Interment at any time prior to making final payment and will receive a refund (less \$100 administration fees) of amounts paid. Following final payment, a refund will only be made to the Holder of Right. Refunds for the surrender of Exercised Rights of Interment (Human Remains have been interred) will only be made in accordance with the Act and an administration fee may apply.



- b) Memorials are not permitted to be installed at a Place of Interment until after the burial/interment of Human Remains. If an unauthorised Memorial has been installed at the Place of Interment, no refund will be made until the Memorial is removed by the Holder of Right, or, if requested, by Yackandandah Cemetery Trust (in which case Yackandandah Cemetery Trust may charge a fee for the removal).
- c) Once the Right of Interment or Exercised Right of Interment is surrendered and refund made, the Holder of Right has no further rights or responsibilities in relation to the Place of Interment.

4.4 Conditions of Right of Interment

- a) Once the Yackandandah Cemetery Trust has accepted your application for a Right of Interment and when you have paid the full purchase price, the Holder of Right is granted the exclusive right to use the allocated site as a Place of Interment within the Nature Section of the Yackandandah Cemetery, on the following conditions:
 - (i) you must not exercise the Right of Interment or take any other action which would materially alter the Place of Interment without prior written approval of Yackandandah Cemetery Trust;
 - (ii) you or your representative are responsible for the maintenance of any Memorials at the place of interment including any supplied and installed by Yackandandah Cemetery Trust (following that installation);
 - (iii) you may transfer the Right of Interment to another person but the transfer is subject to the Holder of Right providing Yackandandah Cemetery Trust with a written request to transfer to do so. The transfer will not be effective until you have paid all applicable transfer fees and Yackandandah Cemetery Trust has approved and recorded the transfer;
 - (iv) if you require priority allocation of a Place of Interment, selection of site and actual interments of remains into the Place of Interment, additional fees and charges may apply.



- b) Yackandandah Cemetery Trust may at its discretion refuse to carry out an interment if:
 - (i) any remains, historical or archaeological relic or object of any kind are discovered in the Nature Section during the course of preparing a site for an interment.
 - (ii) for any other reason permitted by applicable legislation.
- c) If the Yackandandah Cemetery Trust is unable to permit an interment for any of the above reasons, it will offer you (at your option) an alternative Place of Interment or a refund in full of all fees paid for the Right of Interment.

4.5 Authorisations to Exercise

- a) Applications to the Yackandandah Cemetery Trust to exercise a Right of Interment (interment into, or memorialisation of, a Place of Interment) must be made to Yackandandah Cemetery Trust by or with the written authority of, the Holder of Right and Yackandandah Cemetery Trust's authorisation obtained prior to any exercise of a Right of Interment to inter Human Remains.
- b) Anyone applying to exercise a Right of Interment must provide proof he or she or they:
 - (i) is or are the Holder of Right (by providing the deed for the Right of Interment); or
 - (ii) acts with the authority of the Holder of Right. In this case, the application needs to include a copy of the letter of authority, or evidence of next of kin or other documentation as required by the Yackandandah Cemetery Trust.
- c) Where a Right of Interment is held by two or more people as the Holder of Right and one of them wishes to take any action with respect to the Right of Interment, he or she warrants to Yackandandah Cemetery Trust that he or she has the other Holders of Right's permission to act in the manner proposed. If requested to do so by Yackandandah Cemetery Trust, he or she must provide evidence of the other Holders of Right permission has been granted for the proposed action.



- d) If evidence of permission is requested by Yackandandah Cemetery Trust, it must be provided prior to any action taking place with respect to the Right of Interment.

4.6 General Tenure

- a) To the extent permitted by law, the Right of Interment is held in perpetuity (forever).
- b) Rights of Interment are granted in perpetuity, however, if after 25 years from the date of the grant of the Right of Interment, the Right of Interment has not been exercised, Yackandandah Cemetery Trust may reclaim the Place of Interment if it has complied with the Act and conducted all diligent enquiries to locate the Holder of Right and has been unable to do so. In such circumstances, the Holder of Right will lose that Right of Interment after the expiration of 25 years.

4.7 Collection of Personal Information

- a) Yackandandah Cemetery Trust collects personal information to assist in processing Applications and to notify Applicant(s) and Holder(s) of Right about matters concerning them or the applicable Place of Interment or the provision of goods and services.
- b) This collection of personal information is also required to assist Yackandandah Cemetery Trust in complying with its obligations under the Cemeteries and Crematoria Act 2003. Members of the public are entitled to request and be provided with access to those records.
- c) Any personal information you provide in your application will be treated in accordance with the principles set out in the Privacy and Data Protection Act 2014 and our Privacy Policy. You are able to request access to the information that we hold about you, and to request its correction if necessary.