



## **FOWLMEERE PARISH COUNCIL BURIAL BOARD**

### **TERMS AND CONDITIONS August 2019**

#### **Introduction and Background**

1. The plot of land between Shepreth Road and Mill Road was given to the Parish Council by Mr Frederick Meadows Beldam Johns in August 1911. As part of the gift, Mr Johns had the Chapel built. The burial ground was intended for the use of the people of Fowlmere.
2. In 2007, the Parish Council purchased a plot of land to the west of the Original Cemetery to extend the Cemetery (the "Cemetery Extension").

#### **General**

3. Administration of the Fowlmere Cemetery is conducted by Fowlmere Parish Council (the "Council"), who shall be solely responsible for the management and upkeep of the Cemetery.
4. The Clerk to the Council shall be responsible for the day to day management and administration of the Cemetery. Current fees for Plots, interment, erection of head stones, etc. can be obtained from the Clerk, Fowlmere Parish Council, PO Box 273, Royston, SG8 1ES or [fowlmerepc@gmail.com](mailto:fowlmerepc@gmail.com) or 01763 208901. All queries or communications should be addressed to the Clerk to the Council.
5. The Clerk to the Council shall be solely responsible for the allocation of the Plot for either burial or interment. (See paragraph 15 below)
6. A plan of the Cemetery showing the position and number of each grave or interment Plot is maintained by the Clerk to the Council and may be inspected by appointment at no cost.
7. No Plots may be reserved or pre-purchased; however, plots purchased under previous terms and conditions will be honoured.
8. The first use of a plot must be for a parishioner of Fowlmere. (paragraph 7 notwithstanding)
9. To qualify as a Parishioner a person must have resided in the village of Fowlmere for more than one (1) year. Any resident of the village is a Parishioner.
10. Parishioner status will cease once a person has resided outside the village for more than one (1) year. The Council may use its discretion to waive this ruling in exceptional cases, such as (but not exclusively) it being necessary to be transferred to a care home or hospice and the time spent there lasting more than one (1) year.
11. The Council shall be responsible for the upkeep and maintenance of all grassed areas within the Cemetery and shall maintain all trees, hedges, fences, flowers, shrubs, roadways, pathways, entrances, gates and disposal facilities within the Cemetery boundaries.

12. No person or persons shall plant, fell or otherwise alter any trees, shrubs or flowers in the Cemetery.
13. The Council reserves the right to cut down or remove any tree, shrub, plant or flower planted in contravention of paragraph 12.
14. The Council reserves the right to remove untidy, dead, damaged, dangerous or inappropriate items from anywhere in the Cemetery.
15. Fowlmere Cemetery is laid out as a 'traditional cemetery'. The rows of graves are set out with headstones allowed only at the head of each grave. The area is grassed for ease of maintenance and the grass on and around graves is mown at the Council's expense. Planting on a plot must be of a modest nature and use annual plants (not perennial). This is to make it easy for the PC to revert to a lawned plot when a grave stops being tended (see point 20). Any planting must be considerate of neighbouring graves and avoid being overbearing. Flowerpots / vases must be heavy in weight to prevent the wind blowing them over. The Council may remove flowerpots / vases that have been blown over and smashed. Glass containers must not be used due to increased risk of breakage. The Council will not undertake to keep clean or maintain memorials; this shall be the responsibility of the owner.
16. The scattering or burial of cremated remains without the prior written permission of the Council is strictly forbidden and liable to prosecution.
17. Any floral tributes, messages, tags or similar items laid on the grave at the time of the burial shall be removed within 30 days of the burial, and it is the sole responsibility of the relatives of the deceased or their representatives. The Council cannot be held responsible for the loss or removal of these items. This paragraph is to be read in conjunction with point 14.
18. Visitors and users must be aware that the Cemetery is an open area and subject to the elements and wild life over which the Council has no control.
19. All new and re-opened graves will be inspected at intervals of 3, 6 and 12 months following an interment. If ground subsidence has occurred, the grave will be topped up by the Council or its authorised representative, at no cost to the Grant Holder.
20. After final settlement of the soil and inspection, the grave will either be turfed or seeded, depending on the season, unless the grant holder chooses to plant out the plot (see paragraph 15).

### **Right of access**

21. The Cemetery is open to visiting public from sunrise to sunset. There is no right of way into or through the Cemetery.
22. Vehicles are only allowed into the cemetery for the purposes of burials, grave digging and filling, erection of memorials and grounds maintenance. Visitors with mobility problems may also bring vehicles into the cemetery but these must be restricted to the roadway.
23. No skateboards, scooters or similar are permitted.

24. Contractors' vehicles must not be driven over the grassed area except for the purpose of mowing or other landscaping activities and grave digging & filling.
25. Any person, persons or company causing damage shall be responsible for the full cost of repairing any damage so caused.

### **Conduct**

26. All visitors shall conduct themselves in an orderly and quiet manner at all times.
27. No person showing signs of alcohol or drug excess may enter the Cemetery.
28. Fowlmere Parish Council reserves the right to eject or have ejected any person or persons considered by the Council or the Clerk to the Council to be acting or behaving in an improper or offensive manner.
29. Under the provisions of the Local Authorities' Cemeteries Order 1977 it is an offence for a person to:-
  - a. Wilfully create any disturbance in a cemetery;
  - b. Commit any nuisance in a cemetery;
  - c. Wilfully interfere with any grave or vault any tombstone or other memorial or any flowers or plants in any such manner;
  - d. Play at any game or sport in a cemetery;
  - e. Enter or remain in the Cemetery when it is closed to the public unless authorised by the Council to do so.
30. Persons who contravene these provisions shall be liable, upon conviction, to a fine not exceeding £100.
31. No dogs, except Guide dogs, shall be allowed within the Cemetery.
32. No alcohol shall be consumed within the Cemetery.
33. No smoking is allowed within the Cemetery.
34. No religious services or demonstrations of any kind other than the service previously authorised for the burial or interment at the time, may be held without the prior written permission of the Clerk to the Council.

### **Arrangements for a Burial**

35. Funeral Directors are required to ensure that the rules specified under General above have been complied with before the commencement of any burial arrangements.

36. Except in cases where religious beliefs require otherwise or in cases of death from epidemic or epidemic disease upon medical certification, three clear days' notification, excluding Saturdays, Sundays and Bank holidays, must be given to the Clerk to the Council for an interment in an earthen grave or the burial of cremation ashes within the Cemetery.
37. Reservations for burial services may be made by telephone, in writing or by email (see paragraph 4 for contact details); the reservation applicant must be a relative of the deceased or an authorised Funeral Director. Reservations will be regarded as provisional until the formal notice required by paragraphs 38 or 39 has been received.
38. Notice of burial is given when all forms and certificates required to fulfil statutory requirements and those required by the Council, are received by the Clerk to the Council no later than three full Parish Council working days before the proposed date of the funeral.
39. For the burial of a stillborn child a Certificate in accordance with the Births & Deaths Registration Act 1953 must be delivered to the Clerk to the Council.
40. Multiple burials in the same grave may be pre-purchased at the time of the first burial and must be made in accordance with this section.
41. In the case of a multiple burial requested under paragraph 38, the person(s) or Funeral Director responsible for making the request must ensure the allocated Plot is appropriate.
42. The Council shall not accept responsibility for any delay or misunderstanding which may occur if instructions are given orally, electronically or by telephone. Neither shall the Council accept responsibility for any documents lost or delayed by the Post Office, Royal Mail or similar delivery agency.
43. Documents sent by e-mail will only be accepted as temporary notifications and must be confirmed by the submission of the original documents at the earliest opportunity.
44. If the Registrar's Certificate for Disposal or the Coroner's Order is mislaid or lost, a declaration to the satisfaction of the Clerk to the Council must be made by the person procuring the disposal of the body. The original certificate or a duplicate copy issued by the Registrar of Births and Deaths or the Coroner must be submitted to the Clerk to the Council as soon as possible after the signing the declaration.
45. Responsibility for making the necessary arrangements for the attendance of priests, ministers or other persons to officiate at a service rests with the Funeral Director or the person or persons arranging the funeral.
46. The Funeral Director or person(s) arranging the funeral is fully responsible for arranging the excavation of the allocated grave or Plot for the interment of ashes. They shall also be responsible for ensuring the correct alignment and dimensions are complied with
47. The Funeral Director or person(s) arranging the funeral shall be responsible for ensuring there are sufficient bearers to convey the coffin with due reverence from the hearse to the Plot.
48. Any person acting as a bearer during an interment does so at their own risk and the Council accepts no responsibility for any accident or injury to a bearer howsoever incurred.

49. Only one funeral or interment will be allowed in the Cemetery at any one time unless prior permission has been obtained from the Clerk to the Council.
50. No coffin or ash container shall be opened in the Cemetery for any reason whatsoever.
51. All fees and charges due must be paid to the Clerk to the Council before the interment and upon application in the case of headstones and memorials.
52. The fees charged by the Council include everything connected with the allocation and maintenance of said Plot but exclude headstones, memorials or other items provided by other parties. No person employed by or on behalf of the Council is allowed to receive any form of gratuity.
53. The Council reserves the right to refuse, delay or cancel any interment or burial where, in its opinion, ownership of the Exclusive Right of Burial is disputed.

#### **Grant of Exclusive Right to Burial**

54. Ownership of an Exclusive Right of Burial for a grave does not give any ownership whatsoever in respect of actual land. An Exclusive Right of Burial is created on the application for the first burial. It does give the owner of the Deed the right to:
  - a. Be buried in that grave;
  - b. Authorise further burial(s) in that grave where space is available.
  - c. Erect or place a headstone and memorial on that Plot subject to the Rules and Regulations of the Council relating to such items;
  - d. Have inscriptions/additional inscriptions placed on a memorial on that Plot subject to the Rules and Regulations of the Council relating to this matter.
55. On the purchase of the Exclusive Right of Burial in a grave a Deed of Grant shall be issued to the Purchaser, whose name shall be registered (to be known as the "Owner").
56. The Deed of Exclusive Right of Burial is an important document, like any other Deed, and should be kept in a safe place.
57. The transfer or assignment of an Exclusive Right of Burial in a grave to a different Grant Holder must be notified to the Clerk to the Council. The grave owner can assign the Exclusive Rights of Burial, during their lifetime, to another individual on completion of an Assignment of Right of Burial form. Or the Exclusive Rights of Burial may be transferred following the death of the registered owner to the person or persons entitled to it upon the production of a grant of probate or letters of administration, or if neither is available, a statutory declaration from the nearest surviving relative(s). Please refer to the 'Grave Ownership and Deed Transferral' document which is available from the Clerk.

58. Notice for the interment of cremated remains must be accompanied by the Certificate issued by the Crematorium where the cremation took place, and this will be recorded by the Clerk to the Council.

### **Burials**

59. The Plot size for the grave shall be a maximum of: 8ft (2440mm) x 2ft 6in (760mm), with depths to comply with Local Authorities Cemeteries Order 1977 (LACO) and as amended. The extension to the Cemetery will be equipped with pre-laid slabs. The pre-laid base size for the slab and headstone is 3ft (915mm) wide x 1ft 6in (460mm).
60. The Plot size for the interment of ashes shall be a maximum of: 4ft (1220mm) x 2ft 6in (760mm).
61. When reopening a plot for a further interment, if a shallow grave is discovered, the grave digger and/or funeral director must inform the Clerk immediately. Guidance on how to proceed shall be taken in compliance with the Local Authorities Cemeteries Order 1977 and with the advice from the Institute of Cemetery & Crematorium Management's Policy relating to shallow graves.
62. Interments may take place at the Cemetery upon payment of the ordinary fees to the Funeral Director who shall be responsible for notifying the Clerk to the Council.
63. No funeral or interment shall take place after noon on Saturdays or at any time on Sundays or Bank Holidays except in the case where religious beliefs require it, or upon receipt of a certificate from a Coroner or registered medical practitioner stating that an immediate burial or interment is necessary.
64. All graves or interment Plots are to be excavated by persons appointed by the officiating Undertakers [or persons appointed by them].
65. Any person or persons excavating or filling grave or interment Plots or carrying out any other work within the Cemetery shall use such means as Fowlmere Parish Council may direct for the preservation of the grass and pathways during the progress of the works.
66. Any person(s) carrying out excavation work within the Cemetery shall remove all surplus soil from the Cemetery in a tidy manner.
67. With the exception of the work carried out in paragraph 66 any person(s) carrying out work within the Cemetery shall, upon completion of the work, remove from the Cemetery all materials not used and/ or any waste materials and shall be responsible for the cost of repairing any damage caused during the execution of those works.
68. If surplus soil or other waste or other materials remain in the Cemetery, they will be removed by the Council and the costs of doing so will be charged to the responsible undertaker.
69. No body shall be buried in a grave in such manner that any part of the coffin is less than 1000 mm below the level of the ground adjoining the grave except at the discretion of the Clerk to the Council.

70. No body shall be buried in a grave unless the coffin is effectively separated from any coffin previously interred in the grave by means of a compact layer of earth not less than 150 mm in thickness.
71. All coffined burials must take place in coffins of a material and design approved by the Clerk to the Council.
72. Coffins manufactured abroad may be accepted for interment at the discretion of the Clerk to the Council.
73. Interment in a grave with the coffin lid removed shall not be permitted.
74. No coffin or part of a coffin shall be removed from the Cemetery without the prior and express written permission of the Council.
75. Marking names:-
  - a. All coffins must be marked with a non-perishable plaque or nameplate or by other means as shall be approved by the Council, showing the name, age and date of death of the deceased.
  - b. In the case of a stillborn child, no age shall be recorded.
  - c. Where two bodies are interred in one coffin, then both names shall be marked.
76. No body shall be removed from the Cemetery for any purpose whatsoever except on the order of a Coroner, Court of Summary Jurisdiction or a Chief Constable.
77. No body or cremated remains shall be exhumed without a licence issued by the Secretary of State for Justice.

### **Natural and Green Burials**

78. The Council does not have provision for a full natural burial. The Barton Woodland Burial Ground is a local alternative [www.woodlandwishes.co.uk](http://www.woodlandwishes.co.uk)
79. Green coffins are acceptable as long as they comply with the Local Authorities Cemeteries Order 1977 (LACO) as amended.
80. If after a green coffin is used there are signs of animal disturbance the Council shall require the funeral director to take remedial action as recommended by the Institute of Cemetery and Crematorium Management. This would be at the expense of the Grant Holder.

### **Memorials**

81. No headstone, memorial or tablet of any kind shall be allowed in any part of the Cemetery without the prior written consent of the Council.
82. No vaults, railings, kerbstones, edging or other enclosures shall be permitted.

83. The maximum size for a grave headstone shall be:- 30in (760mm) high x 24in (610mm) wide x 4in (100mm) thick. The minimum size for a grave headstone shall be:- 24in (600mm) high x 18in (450mm) wide x 3in (75mm) thick. Grave headstones must have either a straight top or symmetrical curved top, and are to be made of stone which is either white, grey, slate, cream (Portland stone colour), light brown/red or black in colour. The surface of both sides of the headstone shall be flat.
84. No headstone base shall be longer than the Cemetery bases, and headstones must be positioned so that no overhang occurs.
85. Lettering on the front of the headstone must be in either black, white, silver or gold. No wording is permitted on the reverse of the headstone, except the Plot number and stone mason name. Small mono-chrome designs only shall be considered on the rear of a memorial stone.
86. Pictures (of the deceased or other people) shall not be permitted on either the front or back; however, modest designs (both religious and secular) will be permitted.
87. No headstone, memorial or tablet on any grave shall be allowed unless Exclusive Right of Burial has been granted and it has received the prior written approval of the Council. This must be at least 14 days before installation.
88. The Council shall accept no responsibility for making good any damage caused to any headstone or memorial through natural wear and tear, severe weather conditions or any other cause or circumstance over which it has no control.
89. No headstone or memorial shall be erected until at least six calendar months from the burial or interment date have passed. This is to allow for ground settlement.
90. At least 14 days before the erection of any headstone or tablet for placement on either grave or cremation Plot, a drawing with the proposed inscription must be submitted to the Clerk to the Council for the approval of the Council. The type and colour of material(s) to be used shall be stated together with exact dimensions and other relevant details to its appearance.
91. Any monument, memorial, tablet, container, shrub, plant or item whatsoever erected or placed in the Cemetery in contravention of these regulations may be removed by the Council at any time without prior notice.
92. All headstones shall be inscribed with the Plot row and number to which they relate.
93. The removal or re-fixing of slabs or headstones and any other work connected therewith shall only be carried out with the authority of the Council.
94. Any person carrying out such work shall use such means as directed by the Clerk to the Council in order to protect the grass and pathways during the process of the work. No work allowed to be carried out on the roadways, pathways or grassed areas.
95. All dressing or working of stone or other materials to be used on any Plot shall be undertaken outside the Cemetery except in cases where such work cannot be carried out elsewhere, and prior written permission of the Council has been granted.



96. All persons shall, upon completion of the work, clear away any unused materials and rubbish left on the site of the works to the satisfaction of the Council and shall be responsible for the cost of repair of any damage done in the process of carrying out the work.
97. The owner of a headstone, tablet or memorial shall, after erection, be responsible for upkeep, repair and maintenance of it.
98. No headstone, tablet or memorial shall be altered or interfered with after it has been erected in the Cemetery in accordance with the designs submitted to and approved by the Council.
99. No inscription may be cut, alteration made nor work of any kind undertaken to any headstone or memorial within the Cemetery without the prior written permission of the Clerk to the Council following a written request from the Owner.
100. No headstone, tablet or memorial shall be removed from the Cemetery for the purpose of cutting, adding or altering the inscription until written approval from the Council has been obtained.
101. The name of the stonemason may be discreetly inscribed in an appropriate place on the memorial, but no contact details are permissible.
102. A memorial removed for the purpose of further interment must be removed from the cemetery altogether.
103. Additional wording & designs added to an existing memorial must comply with paragraphs 85 and 86 and be submitted to the Council for approval.
104. If a memorial is not to be re-used after an additional interment, it is the responsibility of the grant holder to dispose of the original memorial. Any memorials left at the cemetery in this manner will be disposed of by the Council and costs passed on.
105. Every grave in respect of which an Exclusive Right of Burial has been granted and any memorial thereon must be kept in good repair by the owner. The Council shall undertake to inspect graves periodically, primarily for stability and therefore safety. Notice to have repairs carried out will be sent to the owner where contact details are known. In cases where the name and/or address of the owner is not known, a notice shall be deemed to be properly served if placed upon the grave space, headstone or memorial for a period of eight weeks.
106. If the necessary repairs as described in 105 are not carried out within six months of the date of the notice, then the memorial may be laid down on the grave so it is made safe to other cemetery users. The Council reserves the right to do this earlier than the six month period if it assesses the risk to safety to have become unacceptable.
107. Ornaments, mementos and other items placed on a grave must be tasteful and considerate of neighbouring graves. Items are placed at the owner's risk and the Council cannot take any responsibility for items damaged or lost.

108. Memorials in the form of donated seats, trees, shrubs and suchlike may be permitted at the discretion of the Council, and are subject to prior written permission. Such permitted items shall become the responsibility and the property of the Council. The Council shall retain the right to determine the location of such items.
109. The Council shall remain responsible for Health and Safety within the Cemetery. Regular inspections will be carried out by qualified personnel, any memorial or headstone found to be unsafe shall be made safe temporarily in order to prevent possible injury. Where possible the owner of the memorial deemed unsafe shall be contacted and requested to appoint a qualified person to carry out the repair. It is thus important that owners of memorials inform the Clerk to the Council of any change of address.
110. These Rules and Regulations are subject to review by Fowlmere Parish Council at any time.

## APPENDIX I

### **Definitions**

Owner or Grant Holder	On the purchase of the Exclusive Right of Burial in a grave, a Deed of Grant shall be issued to the Purchaser, whose name shall be registered (to be known as the “Owner”).
Headstone base:	The horizontal base stone covering the concrete base for fixing the Headstone, Memorial or Tablet to.
Concrete base:	The installed base to be supplied by the Council in the Extension to the Cemetery for fixing the Headstone, Memorial or Tablet to.
Headstone:	The main vertical engraved component fastened to the Headstone base. Also referred to as Memorial/tablet.
Memorial/Tablet:	To be of stone, marble or similar material, bearing a commemorative inscription. This is to be securely fastened to the Headstone base.
Vases/flower containers:	May be made of china, porcelain, pottery or similar non-plastic material.

**APPENDIX II**

**Fowlmere Parish Council**

**Burial/Interment Terms of Agreement  
For both Purchasers and Funeral Directors**

Fowlmere Cemetery Plot No: \_\_\_\_\_

**Purchaser's Details:**

Purchaser's Name: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_  
\_\_\_\_\_

I/We the undersigned have read and hereby agree to and accept the terms and conditions of the Rules and Regulations governing Fowlmere Cemetery (dated 1st August 2019, as amended from time to time).

Signed by Purchaser: \_\_\_\_\_

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

**Funeral Director's Details:**

Funeral Director's Company: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I/We the undersigned have read and hereby agree to and accept the terms and conditions of the Rules and Regulations governing Fowlmere Cemetery (dated 1st August 2019, as amended from time to time).

Signed by: \_\_\_\_\_

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

Position held in Company: \_\_\_\_\_

This Agreement must be signed before permission for Exclusive Right to Burial can be granted.

**One copy of this signed Agreement is to be returned to the Clerk to the Council.**

**APPENDIX III**

**Fowlmere Parish Council**

**Terms of Agreement for Erecting Headstone  
For both Purchasers and Stonemason/Headstone Suppliers**

Fowlmere Cemetery Plot No: \_\_\_\_\_

**Owner's Details:**

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_  
\_\_\_\_\_

I/We the undersigned have read and hereby agree to and accept the terms and conditions of the Rules and Regulations governing Fowlmere Cemetery (dated 1st August 2019, as amended from time to time).

Signed by Owner: \_\_\_\_\_

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

**Stonemason's Details:**

Stonemason's Company: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I/We the undersigned have read and hereby agree to and accept the terms and conditions of the Rules and Regulations governing Fowlmere Cemetery (dated 1st August 2019, as amended from time to time).

Signed by: \_\_\_\_\_

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

Position held in Company: \_\_\_\_\_

This Agreement must be signed before permission for Right to Erect a Headstone can be granted.

**One copy of this signed Agreement is to be returned to the Clerk to the Council.**