



STOWUPLAND PARISH COUNCIL

Cemetery Policy



STOWUPLAND PARISH COUNCIL

INTRODUCTION TO THE CEMETERY

The death of a loved one is a distressing experience and the purpose of this policy is to try and help you and your family as much as possible with the long term care of your loved one's grave space.

Of necessity there are rules and regulations which have to be adhered to for the benefit of all. These are listed further on in this booklet and may seem quite daunting at first. Most of these rules and regulations are for the benefit of your funeral director and stonemason. However, some do relate to aftercare of the graves, so it is important to know what is permissible when planning any ornament or fixture for a grave. Stowupland Cemetery is designated as a Lawn Cemetery therefore we regret that permanent planting on the grass area on or around grave spaces is not permitted.

Glass and ceramics can easily be broken and cause a hazard to visitors and maintenance workers therefore these items are not allowed on the Cemetery. Items in contravention of the cemetery policy will be removed.

After the funeral, flowers and wreaths will be left for a period until they have withered. They will then be removed by our maintenance team. We ask that any subsequent flowers brought to the cemetery and placed on graves are only placed in an approved receptacle on the base of the headstone. This will enable maintenance workers to keep The Cemetery looking as we would all wish to see it, in a neat and tidy condition.

Temporary wooden crosses are removed when a headstone is installed or after a year. Any items placed on the grassed area of the grave will also be removed.

We are often asked if photographs can be placed on crosses or headstones. We regret that this is not permitted for the future.

Visits to a cemetery can sometimes be very distressing for people. Please treat other people and the surroundings with respect. Your help and observance of the regulations will help us to keep The Cemetery a peaceful and beautiful place to visit.

Our Parish Clerk is always available to help with queries. Details can be found at the end of this document or on the village website at www.stowupland.com

Thank you for your co-operation
Stowupland Parish Council

Stowupland Cemetery
REGULATIONS 2019
Made by Stowupland Parish Council
acting as The Burial Authority

GLOSSARY

GRAVE SPACE means a burial place formed in the ground by excavation and without any internal wall of brickwork or stonework or any other artificial lining.

URN BURIAL PLOT means a burial place formed in the ground by excavation and without any internal wall of brickwork or stonework or any other artificial lining.

THE BURIAL AUTHORITY (The Authority) means the members of the Stowupland Parish Council for the time being.

REGISTRAR TO THE BURIAL AUTHORITY (The Registrar) means the person appointed by Stowupland Parish Council holding the position of Parish Clerk.

EXCLUSIVE RIGHT OF BURIAL

Please see Deed of Grant at appendix 1

GRAVE SPACE AND URN BURIAL PLOT

1. The selection of the site for any grave space either by way of general interment or of purchase shall be in the sole discretion of The Authority. No specific plot can be reserved. A reservation may only be made at the time of the first interment for a double grave in depth only and in the same grave space. No other form of reservation is currently permitted.
2. Provided there is sufficient room and subject to the consent from the Parish Council up to 6 sets of cremated remains can be interred in any adult grave in the Cemetery for which you have an Exclusive Right of Burial (2 at the top, 2 in the middle and 2 at the bottom).
3. Subject to Parish Council approval cremated remains may be scattered in any adult grave in the cemetery for which you have the Exclusive Right of Burial. Turf on the grave to be removed and replace after the scattering of the cremated remains.
4. The selection of the site for any urn burial plot shall be at the sole discretion of The Authority and be within the area allocated for ashes internments. Ashes internments are restricted to two internments per plot. No other reservation is currently permitted.

5. Exclusive right of burial in a grave space or urn burial plot may be purchased for a period of 75 years after which all rights return to The Authority unless, subject to the appropriate fees being paid, Exclusive Rights of burial are extended for a further 25years (See appendix 1).
6. Residents fees: A resident is a person who, at the time of death, is or was an inhabitant of the civil parish of Stowupland or was resident in the civil parish of Stowupland within 10 years of their death.
7. When an additional interment is required in a burial place, the current holder or their representative, of the exclusive rights of that burial place, must give consent in writing delivered to the Parish Clerk along with the notice of interment.
8. The mound on a new grave must be turfed but will be levelled by the cemetery maintenance team when the grave has settled at or about 18months after interment.

MEMORIALS, VASES, MEMORABILIA AND VEGETATION

9. No grave space or urn burial plot shall have a headstone erected upon it unless the exclusive right of burial in that space has been purchased.
10. No structures to enclose or cover grave spaces, other than headstones and vases referred to in Regulations 9 and 12, will be permitted to be erected on or around graves in The Cemetery, with the exception of flat stones or plaques on urn burial plots referred to in Regulation 10.
11. Grave space headstones and crosses in the cemetery shall be erected not exceeding 3ft (90cm) in height, or other fixed monument at head of gravestone, not exceeding 2ft (60cm). Headstones shall be of materials as described in regulation 13.
12. Urn burial headstones shall not exceed 3ft in height and of materials as described in regulation 11 and in a position approved by the authority.
13. Monuments shall be of natural stone (including slate and grey granite or marble), and black, grey or white in colour only.
14. No advertisement or trademark shall be inscribed on the headstone, but the name of the mason may be inscribed at the side or on the reverse of the headstone in letters no more than 15mm in height.
15. Vases of stone may be set in or on the plinth immediately in front of the headstone.
16. Temporary marker crosses may be placed on the grave space at the time of interment but must be removed upon the erection of any permanent memorial/headstone. The Authority will dispose of any temporary marker cross remaining after a year.
17. All headstones and inscriptions are to be subject to the approval of The Authority and a copy of every proposed inscription and a drawing showing the form and dimensions must be left with the Clerk for at least two weeks for approval.

18. The Authority will undertake regular safety inspections. The Authority will make every effort to contact owners of headstones if repairs are considered necessary, but reserves the right to remove any headstone which it deems to be unsafe.
19. Notwithstanding regulation 21 The Authority will not be held responsible for the safety of, or any damage to, headstones. Insurance is available from stonemasons and funeral directors.
20. Glassware, ceramics or other potentially injurious articles will not be allowed upon grave spaces, urn burial plots or anywhere else within The Cemetery.
21. Wind chimes, solar lights, audio equipment or any other ornamentation as The Authority determines from time to time will not be allowed upon grassed grave spaces or headstone plinths or anywhere else within The Cemetery.
22. Photographic, computer generated or similar images are not permitted in The Cemetery.
23. The Authority reserves the right to remove and dispose of any vegetation, object, item, or memorabilia from The Cemetery. No permanent planting is allowed on the burial or ashes interment plots.
24. The Authority's decision in relation to any breach of the Regulations shall be deemed final.

MEMORIAL PLAQUES

25. They memorial plaques will be of a standard size, 12 inches by 8 inches (30cm x 22cm) and will be fixed by a Stonemason onto the memorial wall.
26. All memorial plaque applications are to be made to the Clerk by the next of Kin or their representative for approval by Stowupland Parish Council. As part of the approval process a mounting location will be agreed. Once agreed the plaque can be purchased and installed by a Stonemason.
27. The Parish Council accepts no liability for the plaques once installed and the cost of any replacements will be the responsibility of the original applicant.
28. Floral tributes relating to the memorial plaques on the wall may be placed at the base of the memorial wall. These may be removed later at the discretion of The Authority.

INTERMENT NOTICE AND FEES

29. Notice of any interment is to be given to the Clerk during reasonable hours and no application can be received nor any interment take place on Sundays except at the discretion of The Authority.
30. The notice of interment must contain a statement of the full name, address at the time of death, age and occupation of the deceased, the date of death and parish in which the death occurred, the date and time of the intended burial, the location and description of the grave, and by whom the grave has been purchased.

31. No burial may take place before 09:00 hours in the morning or after sunset without the special permission of The Authority.
32. All fees and charges according to the Schedule of Fees and Charges are to be paid to the Clerk of the Parish Council before any work is commenced, and if required the receipt for such fees and charges is to be produced to The Authority or its duly appointed official before the funeral enters The Cemetery.

GENERAL

33. A register of burials will be kept by the Clerk and searches may be made of the register and certified extracts obtained for a fee, at all reasonable times at the discretion of The Authority.
34. Visitors to The Cemetery shall not, except for the purpose of properly attending any grave that they are authorised to tend, remove flowers or wreaths placed on any other grave.
35. Persons shall not distribute any business card, advertisement or literature of any kind within The Cemetery.
36. Persons shall not sell or offer to sell or display for sale in The Cemetery any article, commodity or anything of any kind whatsoever.
37. Dogs are not allowed in The Cemetery unless kept on a lead.
38. Unauthorised vehicles are not allowed in The Cemetery
39. The Authority will take all reasonable precautions to ensure the safety of persons visiting The Cemetery, but all persons entering the Cemetery do so at their own risk.

ADOPTION OF REGULATIONS

The above Regulations were adopted at a meeting of the Stowupland Parish Council, in its capacity as the Stowupland Burial Authority, on 13th December 2018

SCHEDULE OF FEES AND CHARGE

The current schedule of fees and charges can be obtained from the Clerk of Stowupland Parish Council,
Mrs Claire Pizzey
2 Broomspath Road
Stowupland
Suffolk
IP14 4DB
parishclerk@stowuplandpc.co.uk

Deed of Grant Example

Introduction

The Deed of Grant is an important legal document, that confirms you are the current legal owner of the grave and this should be stored in a safe place.

Ownership of an Exclusive Right of Burial does not imply ownership of the land itself or the right to carry out any particular activity on the grave plot. The land is still owned by Stowupland Parish Council.

Where an Exclusive Right of Burial has been granted in respect of the grave and a request is made to prepare it for a burial, the Deed of Grant will be issued. The deed of grant lasts for 75 years.

Clauses

Grants by the Stowupland Parish Council of exclusive rights of burial in grave spaces at the Stowupland Cemetery are made subject to the following terms and conditions:

1a The position of the grave space shall be agreed with the Clerk. No cremated human remains shall at any time be interred in or strewn or placed upon the piece of ground which is the subject of this grant or in or upon any memorial erected thereon provided that this condition shall cease to have effect on the interment in the said piece of ground of any human remains which have not been cremated.

1b In order to facilitate the normal operation of the Cemetery, the surface of this grave space may be used temporarily at any time during the term of this agreement to bear the soil of nearby grave excavations. This situation will only last for a few days and no damage will be caused to any monument on this grave space. Where possible, you will be advised beforehand of such an event occurring and if this is not possible, a notice shall be placed at the grave space.

2 The plot may be used for a period of 75 years only and at the expiry of that period all rights of the grantee (the person purchasing the rights of burial) will cease. At any time before the expiry of the period of 75 years the grant may be extended upon application to the clerk to the council, for a further period of 25 years on payment of the fees chargeable at the time when the extension of the period is granted. The second period to run from the expiry of the first. Under no circumstances will any grant be made for periods exceeding in total 100 years.

3 If any dispute shall arise as to the date of expiry of the original period for which exclusive rights of burial were granted by the Stowupland Parish Council, such date shall be ascertained by reference to records kept by the Council's Clerk, and the date shown in those records shall be final and conclusive and binding upon any person applying for an extension of that period.

4 Applications for erections of memorials must be submitted, together with a copy of the proposed inscription, to the Clerk of the Stowupland Parish Council and the fee payable for the right to erect such memorials will be in accordance with the scale in force at the time of erection.

5 Any memorial placed or erected upon the plot shall be of such dimensions as the Stowupland Parish Council shall approve and may bear a suitable inscription provided that such inscription is not, in the opinion of the Council, libellous or likely to cause offence to any person or body of person.

6 This grant signed by the Stowupland Parish Council's Clerk will at all times be accepted by the Council as evidence of the grantee's title to the within mentioned right of burial.

7 The grant will be subject to, in addition to these conditions, the provisions of the Local Government Act 1972, and any other statutes or orders relating to the provision and management of cemeteries, the Stowupland Parish Council's table of fees and Cemetery Policy, and any regulations in force for the time being respecting the cemetery or the portion thereof in which the plot, which is subject of the grant, is situated.

8 Under their management powers the Council has resolved that no further kerbstones, flatstones, mounds or graveside gardens shall be permitted in any part of the Stowupland cemeteries or any extensions thereof, with a view to making these areas lawn cemetery to facilitate easier maintenance and upkeep of the cemetery grounds.

Particulars

I, **name** of **address** hereby apply for the grant of exclusive rights of burial in the plot no. **plot no** at the Stowupland Cemetery for a period of Seventy-five years from the **date** and authorise the right of burial in such grave space to be vested in me of the above address.

I understand the conditions referred to above and agree that the grant shall be subject to such conditions.

Dated this.....day of.....2017

Applicant's signature.....

Email Address.....

I, the undersigned, acting on behalf of the Stowupland Parish Council, hereby acknowledge receipt of the foregoing application for the grant of exclusive rights of burial in a grave space numbered **plot no** in the Stowupland Cemetery and certify that such grant has been duly registered in the Register of Purchased Graves.

Dated this.....day of201

Signed by the Parish Clerk