



Coleford Town Council

Coleford Cemetery Rules and Regulations Natural Burial Ground

1. Application Form

By submitting the Application Form to us you are agreeing to purchase the Exclusive Rights of Burial from us subject to these terms. To receive the Exclusive Rights of Burial, you must pay for them in full in accordance with these terms.

2. Issue of Certificate

Once you have paid the Price of your Exclusive Rights of Burial in full we will issue you with the Certificate. If you lose or destroy the Certificate you must notify us immediately in writing and we will issue you with a duplicate.

3. Amendments / Transfer

The Exclusive Rights of Burial may not be varied or amended. We may at our absolute discretion agree to variations/transfer to the Exclusive Rights of Burial that you request in writing. Please note that we are entitled to charge for any such variations and that they will not be binding upon us unless we have confirmed our agreement to them. You must send any Certificate you have received to us (or duplicate Certificate) when you make such a request. We may at our absolute discretion agree to a written request by you to purchase an alternative arrangement in place of the Exclusive Rights of Burial. Such agreement will be subject to such additional terms (including without limitation, terms relating to payment) as we reasonably require. You must send any Certificate you have received to us (or duplicate Certificate) when you make such a request.

4. Availability

The passage of time and/or changes in circumstances may unavoidably affect the availability of certain arrangements, e.g. a change in the type of Plot you have selected. If this happens, it may be necessary for us to provide reasonable alternative locations and/or to instruct reputable agents to provide alternative Rights of Burial on our behalf. In the event that you or your Representatives do not agree to such alternative arrangements, then we will cancel the Exclusive Rights of Burial and will return all monies you have paid to us within 28 days of notification of cancellation, following which we will have no further obligation to provide the Rights of Burial.

5. Cancellation

You may cancel your Exclusive Rights of Burial at any time up to your death (where you are purchasing the right for your own benefit) of death of the Nominee. If you wish to cancel your Exclusive Rights of Burial, you must give us written notice and (where a Certificate has been issued) you must send this Certificate (and/or any duplicate) to us. We will not be able to return any monies to you unless we receive your Certificate. All monies that we have received from you in payment for the Exclusive Rights of Burial will then be repaid to you less a cancellation fee of £100. If you cancel within 14 days of submitting the Application Form then we will waive this fee. Your Representatives cannot cancel the Exclusive Rights of Burial following your death nor can the Exclusive Rights of Burial be cancelled after the death of the Nominee. In the event that you or your Representatives arrange for another provider to provide your burial plot or the Nominee's burial plot, or if we are unable to provide the burial plot(s) because of circumstances outside our control, e.g. changes in legislation, unsuitable ground conditions, strikes, floods, fire; then we reserve the right to cancel the Exclusive Rights of Burial and to repay all monies you have paid to us to you or to your Representatives, following which we will have no further obligation to provide the Rights of Burial.

6. Complaints Procedure

If you have any complaint in relation to your Exclusive Rights of Burial, please write to us at the address given at the bottom of this page. We will acknowledge your complaint within 5 working days and then endeavour to resolve the complaint within a further 28 days.

7. Provision of the Rights of Burial

We are not obliged to provide any of the Exclusive Rights of Burial until the Price is fully paid. Accordingly, after death, the relevant Representatives must supply: (1) the Applicant's or Nominee's death certificate and disposal certificate and (2) surrender the Certificate (or a certified duplicate Certificate) to us (at the address stated on the Certificate) as proof of payment before any Rights of Burial are provided. We will not be able to provide the Exclusive Rights of Burial unless the Certificate together with the deceased's death and disposal certificates have been presented and surrendered to us. For the avoidance of doubt we are under no obligation to give any refund should you or your Representatives decide not to receive Burial Rights to which you are entitled.

8. Notifying us

You or your Representatives must notify us in writing and deliver it personally, send it by first class post to our registered address or by email to ctcoffice@colefordtowncouncil.gov.uk before the funeral arrangements are publicly announced. We must have at least 3 working days notice in advance of the interment. We do not accept any responsibility for errors or omissions arising out of the transmission to us of any information by telephone.

9. Payment

You must pay the price in full. We reserve the right to have a third party collect or receive such payments on our behalf.

10. Responsibility for Claims

Please note that it is solely the responsibility of you or your Representatives to claim the Rights of Burial.

11. Conditions relating to the grave

All burials are placed sequentially. We will provide reference markers to be used to locate the position of the grave. The site will be primarily managed for the benefit of wildlife and we will have sole discretion in the selection of planting, landscaping and maintenance of the Natural Burial Ground. Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. No embalmed remains are to be interred. You undertake to inform us of any particular requirements, hazards, chemicals or treatments relating to the remains, coffin and any other materials to be buried. This information is essential to enable us to comply with our duties under the Environmental Protection Act.



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A **Notice of Interment** must be given on our printed form and must be completed properly and in full. Responsibility for any errors and omissions rests with the person submitting the Notice. We must receive Notices at least three clear working days before the date of interment. All charges and fees connected with the interment shall accompany the Notice of Interment.

No memorials, mementos, kerbs, vases, wreaths or other forms of memorial or marker will be permitted. No planting of any trees or flora in the Natural Burial Ground.

12. Grave excavation

For reasons of health and safety and to avoid errors, only the Nominated Grave Digger shall excavate graves. They will be ~ 1.3m deep and are for one single burial. The Exclusive Rights of Burial will not cover any charges imposed for excavating and backfilling the grave by the Nominated Grave Digger, which are included in the cost of the burial.

13. Unclaimed Monies

If the Exclusive Rights of Burial have not been claimed by the 50th anniversary of your Date of Purchase, or upon our being made aware that you or the Nominee may have died, then we may write to you at your last known address to establish that it is still your intention to claim the Exclusive Rights of Burial. If we do not hear from you to the contrary within 56 days of such a letter, then we shall be entitled to consider that you have chosen not to claim the Exclusive Rights of Burial and we may at our discretion cancel the Exclusive Rights of Burial and may retain the fee.

14. Additional Charges

We reserve the right to impose reasonable additional charges to reflect the impact of any regulatory change, taxation and legislative requirements relating to our provision of the Exclusive Rights of Burial and Funeral Administration Fees.

15. Miscellaneous

You enter the Natural Burial Ground at your own risk. We cannot accept any liability whatsoever for the loss of or damage to any person or property, its contents or your possessions save to the extent that it is proved to be directly caused by the negligence, or wilful act or wilful default of us or our servants or agents.

You and your Representatives shall be responsible for complying with all statutes, laws, regulations, codes of practice as may be amended from time to time and any reasonable instructions from us which relate to the site.

You and your Representatives shall be responsible for all persons present at the Natural Burial Ground with your consent (including children) and shall ensure that at all times they behave in a suitable and appropriate manner and shall be suitably supervised.

No non-biodegradable floral tributes will be allowed to stay in the Natural Burial Ground following a funeral and will be removed to another section of the cemetery.

16. Waiver

The failure of either party at any time to enforce any of the terms, provisions or conditions of the agreement, or to exercise any right under it, shall not constitute a waiver or affect that party's rights thereafter.

17. General

These terms and conditions, together with the Summary of Payment Arrangements and your Application Form constitute the agreement between us and you regarding the Exclusive Rights of Burial to which they refer. They do not affect your statutory rights. A person who is not party to this agreement (including, without limitation, the Nominee or their Representatives) shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This shall not affect any right or remedy of any person arising otherwise than under that Act. If any part of the agreement proves ineffective the remainder shall not be prejudiced. This agreement shall be governed by English Law. There is no interest payable to you in respect of the Price or of the monies used to purchase your Exclusive Rights of Burial whether fully paid, cancelled or redeemed.

18. Indemnity

You and your representatives shall be responsible for and indemnify and keep us indemnified against any loss (including consequential or economic loss) or damage which we may sustain or suffer by or as a result of a breach of the terms of this Contract, including but without prejudice to the foregoing generality, a breach of Conditions 12, 13 and 16 hereof and any loss (including consequential or economic loss).

19. Data Protection

We agree that in relation to the personal data we will process in connection with the agreement, such processing will be undertaken by it in accordance with the Data Protection Act 1998 and any other applicable data protection legislation.

Address for correspondence: -

Coleford Town Council

No.2 The Town House

Lords Hill Walk

Coleford, Glos, GL16 8BD

Telephone: 01594 832103

Email: ctcoffice@colefordtowncouncil.gov.uk

Website: www.colefordtowncouncil.gov.uk