

# Sun Rising Natural Burial Ground and Nature Reserve



## Cemetery Regulations Terms and Conditions

*In the following document, Nature Reserve Burial Grounds Ltd is referred to as 'the Company', Sun Rising Natural Burial Ground and Nature Reserve is referred to as 'the Site'.*

The following Regulations are in place in order to ensure that the Company is able to maintain its natural burial grounds in line with its aims and ethos: to create

- a) a place of peace for those who have passed on and those who mourn them
- b) a nature reserve of significant ecological value to the local environment.

All persons wishing to use the Site are asked to agree to the terms outlined below. These Regulations were updated and set in place on 1 April 2016.

### Access, Consideration and Care

1. The Site is open from dawn until dusk, 365 days a year.
2. Anyone visiting the Site must give due consideration, privacy and respect to any funeral or memorial ceremonies or services taking place at the time, of any religious or spiritual tradition.
3. All visitors to the Site must comply with the Local Authorities Cemeteries Order 1977, Article 10, Paragraph 6, and with the Criminal Damages Act 1971, Article 1, Section 1. (see Notes below)
4. No litter may be left at the Site. The Company does not provide litter bins for public use, expecting that visitors will take their litter home with them.
5. Mobile telephones must be used with sensitivity and consideration to other visitors and the Site's natural peace and tranquillity.
6. Children under 18 years of age are not allowed on the Site without an accompanying adult or with the specific permission of the Company.
7. No ball games are allowed on any part of the Site.
8. Electronic games that emit noise are prohibited on the Site.
9. Amplified music is prohibited at the Site except with the express permission of the Company. Acoustic instruments may be played only when they will not disturb other visitors, ceremonies or services.
10. Dogs or any other domestic animals and pets are not allowed on any part of the Site, with the exception of guide dogs, or with the permission of the Company.
11. No camping or overnight stays are permitted on any part of the Site, including the car park.

### Ecology, Conservation and Wildlife

12. A body that has been embalmed, or otherwise treated with noxious and toxic chemicals, cannot be interred at the Site, except in exceptional circumstances (as determined by the Company).
13. Cremated remains may not be scattered at the Site. Allowing this practice would alter the chemical balances needed to support a natural reserve.

14. In harmony with the aims of a natural burial ground, no monuments, vaults, statues, fencing, kerbs, railings, markers or memorials may be placed upon graves, other than the slate plaques provided by the Company.
15. No trees, plants, bulbs or flowers may be sown or planted on the Site other than by the Company or with the Company's permission.
16. The Company will remove anything found on the Site without its permission that it deems inappropriate to the ethos and aims of a natural burial ground and nature reserve.
17. The picking, cutting or pruning of flowers, shrubs or trees is prohibited.
18. All visitors must keep to the paths and tracks in order to avoid damaging the natural and emerging ground cover. This includes not walking across grassland or wildflower meadow to reach graves unless paths have been mown or permission granted.
19. Visitors must not unnecessarily disturb the wildlife. No shooting or hunting is permitted on the Site.

### **Grave Plots for Coffins and Cremated Remains**

20. A grave plot is defined by the Company as an area on the Site provided for the purpose of interring a coffin or cremated remains. Since the opening of the site in 2006, the size of a full standard grave plot has been defined as being 4 foot by 9 foot (1.2 m by 2.7 m). From 1 January 2015, a large grave plot is defined as being 5 foot by 9 foot (1.5 m by 2.7 m).
21. Only one coffin interment is permitted per full grave plot.
22. A full grave plot divides into six cremated remains plots in the meadow. Two cremated remains plots are available per full grave plot in the woodland areas.
23. For the burial of a child, in the meadow half a full grave plot may be used. Only one child plot is available per full grave plot in the woodland areas. A child is defined as an individual of 12 years of age and under.
24. When a grave plot is purchased from the Company, what is acquired is the Grant of the Right of Burial (Local Government Act 1972, Section 214(3)) in that site only. This right is held by the Licence Holder as stated on the Licence issued by the Company. Buying a plot does not confer ownership of the ground or any other rights.
25. The Licence only provides for the interment of the Licence Holder or any individual nominated by the Licence Holder. Licences are not transferable, except by agreement with the Company.
26. Once interment has taken place, the Licence secures the right to undisturbed burial.
27. Any number of grave plots may be bought in advance.
28. When plots are purchased in advance of need, there is a 30 day cooling-off period within which the Licence may be return and all monies refunded. After 30 days, all monies paid for plots purchased in advance are non-refundable.
29. Where a plot is purchased in advance, the Licence is valid for a period of twenty (20) years. Once twenty years has elapsed, if the grave plot has not been used, the Company will contact the Licence Holder to ask if it is still required. If it is, the Licence can be reissued. An administrative fee may be charged. If the plot has not been used after twenty years and the Licence Holder cannot be traced at the address last known to the Company, the Company will assume that the plot is no longer required. It is the responsibility of the Licence Holder to ensure that the Company has accurate contact details. This includes Licences where specific grave plots have been reserved. Monies already paid are not refundable.
30. Where a plot is purchased in advance, full payment for the plot is due at the time of purchase. The fee for interment will be payable at the time of burial.
31. For coffin burial, only standard size grave plots can be bought in advance. If a large plot is required at the time of interment, the extra cost will be payable.
32. Plots for the interment of cremated remains may be bought singly or in any number.

33. Only human remains may be interred at the Site. The burial of pets and other animals is not permitted. The scattering of pets' ashes is not permitted.

### **Allocation of Grave Plots**

34. The location of a grave plot may be chosen from those offered by the Company. A reasonable choice will be provided in line with the Company's aim to ensure minimal disturbance to graves already used and the developing ecosystem of the nature reserve.
35. The maximum coffin width for a standard plot is 30", including handles and decoration. For a wider coffin, a large plot or two standard plots must be paid for.
36. When purchasing in advance, it is possible to allocate whether a grave plot is to be in the meadow or woodland areas. However, it is not possible to choose specific grave plots until the time of interment, unless reserving a plot in the meadow beside a close relative. Where specific plot have been reserved, all reasonable efforts will be made to ensure the plot can be used at the time of need, but no guarantees can be made.
37. The location of all graves is effectively marked by the Company using appropriate technology, with records being kept at the Company's office, together with an offsite back-up. As the Company aims to make these markers sufficiently unobtrusive so as not to disturb the feel of the Site or interfere with landscape management, markers may not be obvious to visitors.
38. Searches of the database of burials can be carried out by the Company where a reasonable request is made, and printed extracts may be purchased for an appropriate fee.

### **Interments and Funerals**

39. Interments may be arranged with the Company through their office during normal working hours, 9am - 5pm, Monday to Friday. Interments may take place on any day of the year where it is possible to make all the necessary arrangements. Surcharges may be made for weekends and bank holidays.
40. A funeral director or individual can make the necessary arrangements.
41. Coffin burials and interments of ashes can only take place once arrangements have been made with the Company, and a date and time has been agreed. This ensures that the relevant excavations have been made, the necessary documentation has been received, and funerals are respectfully spaced apart.
42. Adequate notice must be given to the Company to allow for the necessary work to be done. This is usually a minimum of 48 hours. However, the Company will do its utmost to take into consideration any religious or other requirements. Surcharges may be made for funerals arranged at short notice.
43. No body can be interred at the Site until the death has been legally registered and the appropriate documentation is received by the Company.
44. All excavations and filling-in of grave plots for coffin burials and interments of ashes must be carried out by an employee of the Company or someone approved by them. Where relatives wish to be involved in the filling-in of graves, this must be done through special arrangements made with the Company and supervised by the Company's employee.
45. No body can be removed once interred at the Site without a licence from the Secretary of State, under the Burial Act 1957, Section 25.

### **Coffins, Urns and Shrouds**

46. In order to ensure a healthy ecosystem for the nature reserve, and in tune with its ethos of care for the environment, the Company encourages the use of fully biodegradable and environmentally-friendly coffins, with minimal use of varnishes and glues. These include coffins made of woven materials such as willow and bamboo, coffins made of

softwood, recycled paper (papier maché) and recycled board. Shrouds, made of natural fibres, are also acceptable. All of these can be purchased through good funeral directors or through the Company.

47. Cremated remains must be interred in biodegradable caskets or boxes, or poured directly into the grave plot. The plastic urn provided by most crematoria is not biodegradable and therefore cannot be interred.

### **Tributes, Offerings and Memorials**

48. Flowers, offerings and other tributes may be placed on graves at the time of funeral or memorial services. These will be removed by the Company after five days (or when deemed appropriate by the Company) in order to ensure that any non-biodegradable matter is taken from the Site and natural ground cover is allowed to develop. Memorial that are not in keeping with the natural feel of the Site may be removed more quickly.
49. Trees acquired as living memorials in the woodland area of the Site are guaranteed for ten years: if a tree dies during that period, it will be replaced. After that time, the woodland will begin to develop naturally, some trees growing more vigorously than others. For this reason, the Company encourages an understanding that the woodland as a whole is the lasting memorial.
50. Parkland memorial trees, which grow in otherwise treeless areas and are therefore able to achieve a broadly spreading canopy, are guaranteed for fifty years: if a tree dies during that period, it will be replaced.
51. Memorials can be bought for a grave plot only by or with the permission of the person who purchased the plot or, if that person is deceased, the person who arranged and paid for the funeral of the individual who is buried in the plot.
52. Where a plaque is damaged as a result of any actions of the Company, it will be replaced at the Company's expense. The Company cannot accept liability for damage which occurs otherwise.

### **The Company**

53. These Regulations may, from time to time, be altered according to need; such alterations may be carried out at the discretion of the Company.
54. The Company can be reached on [office@nrbgounds.co.uk](mailto:office@nrbgounds.co.uk) or by telephone on 01295 688488 or 0779 229 4414. The office address - *for correspondence only* - is 8 Welchman Place, Tysoe, Warwickshire CV35 0SU. The company's registered office is Barclays Bank Chambers, Stratford upon Avon, Warwickshire CV37 6AH.

### **Notes**

#### **The Local Authorities' Cemeteries Order, 1977**

##### **Article 10 - Grant of Burial Rights**

- (6) No body shall be buried, or cremated human remains interred or scattered, in or over any grave or vault, in which an exclusive right of burial for the time being subsists except by, or with the consent in writing of, the owner of the right.

This paragraph shall not extend to the body, or remains, of

- the persons who immediately before his death was the owner of the right; or
- any other person specified in the deed of grant or in an endorsement thereon made at the request of the owner for the time being of the right by the officer appointed for that purpose by the burial authority.

#### **Criminal Damages Act 1971,**

##### **Article 1, Section 1**

A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.