

# 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.

### 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, expecting that visitors will take their litter home with them.
5. Mobile telephones must be switched off at the Site in order to maintain 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 express 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.
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.
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. A full grave plot is the standard size: 4 foot by 9 foot (approx 1.25 m by 2.75 m).
21. 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.
22. All plots purchased in advance are non-refundable.
23. Where a plot is purchased in advance, the Licence is valid for a period of twenty years. Once twenty years has elapsed, the Company will contact the Licence Holder to ask if the grave plot is still required. If it is, the Licence can be reissued free of charge. 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. Monies already paid will not be refundable.
24. Once interment has taken place, the Licence secures the right to undisturbed burial for a period of fifty years, that period commencing at the time of interment. As the Site will by this time have developed into a recognized nature reserve, the graves will continue to be protected together with the Site as a whole.
25. Only one coffin interment is permitted per full grave plot.
26. Any number of grave plots may be bought in advance.
27. 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.
28. 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.
29. Plots for the interment of cremated remains may be bought singly or in any number. Six cremated remains plots constitute one full grave plot.
30. Only human remains may be interred at the Site. The burial of pets and other animals is not permitted.

### **Allocation of Grave Plots**

31. 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.
32. 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. Family plots, or groups of graves bought in advance, are available. These can be anywhere in the meadow area; particular areas of the woodland have been set aside for family plots, where trees will be planted once the graves are full, as grave digging would potentially damage the roots of trees already maturing.
  33. 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.
  34. Searches of the register of burials and printed extracts may be purchased from the Company for an appropriate fee.

### **Interments and Funerals**

35. Interments may be arranged with the Company through their office during normal working hours of 9 am - 5 pm, Monday to Friday.
36. A funeral director or individual can make the necessary arrangements.
37. Interments 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 two interments are not taking place at the same time.
38. 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.
39. Nobody can be interred at the Site until the death has been legally registered and the appropriate documentation is received by the Company.
40. All excavations and filling-in of grave plots for interments 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.
41. 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**

42. 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 toxic glues. These include coffins made of wicker, bamboo, softwood, recycled paper (papier maché) and recycled board. Shrouds, ideally in natural fibres, are also acceptable. All of these can be purchased for a wide range of different sizes and weights, in a range of designs and prices.
43. 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.
44. The Company can give advice about all these products and where to find them.

## Tributes, Offerings and Memorials

45. Flowers, offerings and other tributes may be placed on graves at the time of funeral or memorial ceremonies and 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.
46. Trees acquired as living memorials in the woodland area of the Site are guaranteed for 10 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.
47. 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.
48. While grave plots may be purchased in advance, trees and other memorials cannot.

## The Company

49. These Regulations may, from time to time, be altered according to need; such alterations may be carried out at the discretion of the Company.
50. The Company can be reached on [office@nrbgounds.co.uk](mailto:office@nrbgounds.co.uk) or by telephone on 01608 684600 or 0779 229 4414. The office address - *for correspondence only* - is 28 Roman Row, Whichford, Shipston on Stour, Warwickshire CV36 5PJ. 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.