

Terms and Conditions

These Terms and Conditions are to be taken in conjunction with the Rules of Old Park Meadow as provided and set out in the Old Park Meadow Natural Burial Ground website, www.oldparkmeadow.co.uk.

These Terms and Conditions are to enable Old Park Meadow to preserve a natural area for the benefit of nature and for generations to come. These Terms and Conditions are essential to combine a proper respect for the dead with a suitable management and planting programme in order to create an area that provides a tranquil resting place in our natural environment.

1. Application Form/Pre-Paid Plot Application Form:

By completing and submitting an 'Application Form/Pre-Paid Plot Application Form' to Old Park Meadow (referred to as OPM hereinafter) you are agreeing to purchase the Exclusive Rights of Burial for a single depth burial from OPM subject to these Terms. To receive the Exclusive Rights of Burial full payment must be received and funds cleared before any Exclusive Rights of Burial Certificate can be issued and an interment can take place.

2. Issue of the Grave Reservation/Exclusive Rights of Burial Certificate:

Once full payment has been received and funds cleared OPM will issue you with a Grave Reservation Certificate. If you lose or destroy the Grave Reservation/Exclusive Rights of Burial Certificate you must notify OPM immediately in writing and we will issue you with a duplicate. The purchase of the Grave Reservation/Exclusive Rights of Burial is for the right of burial in the plot only and does not confer ownership of the ground or any other rights.

3. Amendments:

The Grave Certificate or Exclusive Rights of Burial may not be varied or amended. We may, at our absolute discretion, agree to variations to the Grave Certificate or 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 OPM unless OPM have confirmed their agreement to them. You must send any Certificate you have received to us (or any duplicate Certificate) when you make such a request. OPM at its absolute discretion agree to a written request by you to purchase an alternative arrangement in place of the Exclusive Rights of Burial (e.g. a change in the Selected Area of the site or a change in the type of Plot you have selected). Such agreement will be subject to such additional Terms (including without limitation, Terms relating to payment) as OPM reasonably require. You must send any Certificate you have received to OPM (or any 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. the selected burial area. If this happens, it may be necessary for us to provide reasonable alternative locations. In the event that you or your Representatives do not agree to such an alternative arrangement then we will cancel the Grave Certificate/ 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. Where a Certificate has been issued, you must return this Grave/Exclusive Rights of Burial Certificate (and/ or any duplicate) to OPM.

5. Cancellation and Refunds:

5.1 If you wish to cancel your Exclusive Rights of Burial within 3 months of the date of purchase, you must give us written notice and (where a Certificate has been issued) you must also send this Grave/Exclusive Rights of Burial Certificate (and/or any duplicate) to OPM. OPM will not be able to refund any monies to you unless we receive your Grave/Exclusive Rights of Burial Certificate. All monies that OPM have received from you in payment for the Exclusive Rights of Burial will then be repaid to you less a cancellation fee of £200 (or as applicable at the time of cancellation).

5.2 After 3 months from the date of purchase, you may cancel your Grave/ Exclusive Rights of Burial only under exceptional circumstances (e.g. moving abroad, or moving far away). In this instance the same terms apply as above in 5.1 above.

5.3 Following your death, your Representative cannot cancel the Exclusive Rights of Burial, nor can the Exclusive Rights of Burial be cancelled after the death of the Grantee. No monies under these circumstances will be refunded. It is therefore important that your relatives/representatives are made aware of your arrangements.

5.4 If OPM are unable to provide the burial plot(s) because of circumstances beyond their control e.g. changes in legislation, unsuitable ground conditions, strikes, floods, fire; then OPM reserve the right to cancel the Exclusive Rights of Burial and to repay all monies you have paid to OPM back to you or your Representatives, following which we will have no further obligation to provide the Rights of Burial.

5.5 Exclusive Rights of Burial to specific plots cannot be sold or transferred without our written consent. Any consent granted will incur an administration fee applicable at that time. New owners must agree and sign OPM Terms and Conditions.



6. Complaints Procedure:

If you have any complaint in relation to your Exclusive Rights of Burial or payment, please write to Old Park Meadow Natural Burial Ground, Coppice Lane, North End, Chelmsford, Essex, CM6 3PL. We will acknowledge your complaint within 10 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 full payment has been received and funds cleared. Accordingly, after death, the relevant Representatives must supply:

1. The Applicant's or Grantee's Registrar or Coroners Authority to Bury Certificate and
2. Surrender the Certificate (or a certified duplicate Certificate) to us (at Old Park Meadow Natural Burial Ground, Coppice Lane, North End, Chelmsford, Essex, CM6 3PL) as proof of payment and
3. Grave preparation and administration fee before any Rights of Burial are provided.

OPM will not be able to provide the Exclusive Rights of Burial unless the Certificate together with the deceased's Registrar or Coroners Authority to Bury Certificate have been presented and surrendered to us. For 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 address below or by email to info@oldparkmeadow.co.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. Responsibility for Claims:

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

10. Conditions relating to the grave:

OPM will provide reference markers to be used to locate the position of the area purchased or the grave and OPM will have sole discretion in the selection of planting, landscaping and maintenance of Old Park Meadow Natural Burial Ground. Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. OPM does not permit non-degradable linings or plastic. No embalmed remains are to be interred. No cremated remains shall be buried unless a Certificate of Cremation is supplied from an approved crematorium.

11. Notice of Interment:

11.1 Notice of Interment must be given on our printed Notice of Interment Service Form and must be completed properly, in full. Responsibility for any errors and omissions rests with the person submitting the Notice. We must receive Notices at least 3 clear working days before the date of the interment.

11.2 All charges and fees connected with the interment shall accompany the Notice of Interment. Except for memorials specified and approved by Old Park Meadow Natural Burial Ground, no other memorials, mementos, kerbs, vases, wreaths or other forms of memorial or marker will be permitted.

11.3 The Price does not include any memorials or tree planting, unless stated otherwise.

12. Grave Excavation:

12.1 For reasons of health and safety, only the Nominated Grave Digger shall excavate graves. The Exclusive Rights of Burial will not cover any charges imposed for excavating and back-filling the grave by the Nominated Grave Digger, which are the responsibility of, and must be paid, by you or your Representatives. No remains shall be removed from any grave in the burial ground, once interred, without a licence from the Secretary of State under section 25 of the Burial Act 1857.

12.2 In extenuating circumstances there may be an occasion where soil from a grave may need to be placed on another grave.

13. Unclaimed Rights of Burial:

If the Exclusive Rights of Burial have not been claimed by the 75th anniversary of your Date of Purchase ('the Period'), or upon our being made aware that you or the Grantee 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 OPM does 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 monies.



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 Burial Registration Fee.

15. Miscellaneous:

15.1 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 OPM which relate to the site.

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

15.3 OPM reserves the right to amend, add, remove, or change the content of these regulations at any time.

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. Agreement:

These Terms and Conditions, together with the payment 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 Grantee 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 or your Representatives shall be responsible for and indemnify and keep us indemnified against any loss (including consequential or economic loss) or damage which may sustain or suffer by or as a result of a breach of the Terms of this Contract, including but not without prejudice to the foregoing generality, a breach of Conditions 11, 12 and 15 hereof and any loss (including consequential or economic loss).

19. Data Protection:

From the 25th May 2018 we agree that in relation to the personal data we process in connection with the agreement, such processing will be undertaken by it in accordance with the General Data Protection Regulations (GDPR) and any other applicable data protection legislation.

20. Opening Times:

Old Park Meadow Natural Burial Ground is open during office hours. When the office is closed, pedestrian access is available out of hours, from dawn to dusk. When no staff are present the main gates (allowing vehicle entry) will be locked.

21. Owner:

Old Park Meadow Ltd are the legal owners of the whole site encompassing all woodland, meadows, and Old Park Lodge.

22. Funerals:

22.1 All funerals shall be under the control of OPM staff once the cortege enters Old Park Meadow Natural Burial Ground.

22.2 OPM reserves the right to exclude any person who is not a mourner or officially connected with a funeral or at the request of the applicant. OPM reserves the right to exclude from Old Park Meadow Natural Burial Ground any persons not being mourners or persons directly connected with a funeral at OPM. Such a right may be exercised by the Manager and or their agents (including the police) on behalf of OPM.

22.3 Floral tributes may remain on the surface of a grave on the day of the funeral and will be collected every Wednesday.

22.4 Should a family wish to collect donations for charity this is permissible and managed by the Funeral Directors and is not the responsibility of OPM.

22.5 If the services of a Funeral Director are not being used you will need to provide sufficient bearers to carry the coffin while at OPM.

22.6 Requests for music should be notified by the Funeral Director or applicant to the OPM office in advance of the service (3 working days). Late requests are accepted but will be subject to availability.



22.7 OPM should be notified in advance if it is known that the service will be a large gathering, is running late or if unusual modes of transport are expected (such as fire appliances, horse-drawn cortege, buses etc.) so that appropriate arrangements can be made.

23. Memorials:

23.1 OPM reserves the right to amend or refuse any application for a memorial.

23.2 Memorials are provided for fixed term periods as set out in the 'Prices' leaflet.

23.3 At the end of the fixed term of a memorial period the person applying for a memorial may ensure continuation of the memorial for a further fixed term by payment of the appropriate fee before expiry of the current fixed term.

23.4 It is the responsibility of each memorial applicant to take the necessary action to renew a memorial where desired. Not more than three months before the expiry of a memorial period OPM will send a reminder letter to the applicant at the address registered with OPM inviting renewal of the memorial for a further fixed period. It is the responsibility of applicants to advise OPM of any changes of address in writing.

23.5 If a memorial inscription plaque is not renewed by payment of the appropriate fee OPM will remove the memorial inscription plaque. The applicant for the memorial inscription plaque may collect removed plaques within two months of the end of the fixed term memorial period. Plaques not collected within this period will be destroyed shortly thereafter by OPM. In exceptional circumstances OPM may vary the timetable for renewal at the request of the applicant.

23.6 Occasionally it may be possible for a memorial tree to be planted on a grave, otherwise trees are planted around OPM and families are welcome to come and help plant the trees.

24. Applications for Burials:

24.1 All notices of burial must be given on the form provided by OPM and must be accompanied by ALL documents specified on the form.

24.2 Completed notices and the appropriate fee must be delivered to the Office at least 3 clear working days before the date of a burial in a grave.

24.3 Burials may take place on working days Monday to Friday, Public Holidays excepted, between 9.30am and 3.00pm, except the months of November to February when this is 9.30am to 2.00pm.

24.4 OPM may allow a burial on other days on payment of additional fees.

24.5 OPM will allocate the location of each grave space but the applicant's wishes for a particular location will be respected wherever possible.



25. Burial Services:

25.1 All burials shall be carried out in accordance with the recommendations of the ICCM and/or FBCA.

25.2 Only persons appointed by the OPM shall excavate graves.

25.3 No body shall be buried in such a manner that any part of the coffin or container shall be less than ninety centimetres (3 feet) below the surrounding ground level.

25.4 The scattering or burial of cremated remains is not permitted in any part of OPM other than within a grave purchased for that purpose and with the written authority of the person holding the Exclusive Right of Burial and the consent of OPM.

25.5 Graves shall be backfilled level with the surrounding ground immediately after any burial by persons appointed by OPM for that purpose in accordance with OPM's Procedures and current Health and Safety at Work Regulations. Should a family wish to aid backfilling, the Funeral Director or Applicant should notify the office at the time of the application.

26. Exclusive Rights of Burial:

26.1 OPM may grant to any person the Exclusive Right of Burial in a grave.

26.2 The current lease period for Exclusive Right of Burial is 75 years.

26.3 Should any owner wish to assign their Exclusive Rights of Burial they should contact the office to prepare an assignment form.

26.4 Where the owner of a grave is to be buried within that grave and no other person wishes to be assigned the rights and responsibilities of the exclusive right then the executor shall surrender the exclusive right to OPM. Where the exclusive right is not available the Executor shall certify that all rights revert to OPM.

26.5 Where the owner of a grave has been buried and ownership transferred, the family or executor should contact the office for advice on the relevant method of transfer.

26.6 OPM reserves the right to clear away any item that is not in keeping with creating a nature reserve at OPM.

27. Book of Remembrance:

27.1 Only a person appointed by OPM shall make inscriptions in the Book of Remembrance.

27.2 OPM reserves the right to refuse any entry it considers unsuitable.

27.3 Inscriptions in the Book of Remembrance are open for public viewing.



28. General:

28.1 Registers and plans of the Burial Ground showing the positions of the graves are kept in the office, where they may be inspected free of charge during normal office hours. However, in accordance with the General Data Protection Regulations (GDPR) 25th May 2018, the Data Protection Act 1998 since amended by the Freedom of Information Act 2000, OPM is only permitted to release information to the public in respect of the deceased.

28.2 The fees and charges prescribed for use of OPM shall be those specified within the leaflet 'Fees' as amended annually.

28.3 All fees and charges are payable in advance to OPM. OPM may make prior written arrangements with business users for payment on monthly account.

28.4 No animals are allowed in OPM or the grounds except dogs on a short lead and horses drawing a hearse. The dog owners assume responsibility for cleaning up after their dogs and removing any mess from OPM.

28.5 OPM maintains the right to restrict entry of any vehicle into OPM.

28.6 Motor vehicles may be driven on the entrance road and car park only and parked in car park areas only.

28.7 Cycles may not be ridden in OPM other than on the entrance road and car park.

29. Miscellaneous:

29.1 Approval of OPM must be obtained before photographing or filming at OPM. In the case of a grave or memorial consent will only be given on production of the written authority of the registered grave owner.

29.2 All persons at OPM must comply with the directions of OPM staff. OPM reserves the right to exclude or remove from OPM any person the Manager considers it is advisable to exclude or remove.

29.3 Children under the age of sixteen years must be kept under the direct supervision of a responsible adult at all times.

29.4 Smoking is prohibited in and around Old Park Lodge and is only allowed in the car park areas.

29.5 No person shall drop, throw, or otherwise deposit and leave in OPM any waste-paper or refuse of any kind.

29.6 Under the Local Authorities' Cemeteries Order 1977, it is an offence to wilfully create any disturbance, commit any nuisance, wilfully interfere with any burial taking place, wilfully interfere with any grave, any memorial or any flowers or plants, play any games or sport, enter or remain in OPM when it is closed to the public (before dawn, after dusk).



Definitions

'OPM' means Old Park Meadow Ltd which owns and operates as Old Park Meadow Natural Burial Ground.

'Manager' means the person appointed by OPM with overall responsibility to manage Old Park Meadow Natural Burial Ground.

'Office' means the office inside Old Park Lodge

'The applicant' is the person who applied for the funeral, or burial and signed the appropriate forms.

'Exclusive Rights of Burial' when purchasing a grave you are not actually purchasing the land on which the grave is situated but are acquiring the exclusive right of burial therein for a limited time period determined by OPM.

'Grave owner' is the person who is registered with OPM as the owner of an exclusive right of burial.

'Grave' means a burial place formed in the ground by excavation and without any internal brickwork, stone or lining.

