



SNAITH & COWICK TOWN COUNCIL  
CEMETERY COMMITTEE

TERMS OF REFERENCE

18/06/2018 Date Adopted by Snaith and Cowick Cemetery Committee

..... (Chair)

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## Contents

1.0	Terms of Reference .....	3
1.1	Introduction .....	3
1.2	Cemetery Details .....	3
1.3	Opening Hours .....	3
1.4	Administration Services .....	4
2.0	Policy .....	5
2.1	Glossary of Terms .....	5
2.2	Interment .....	6
2.3	Burial Sections .....	6
2.3.1	Plot 1 and Plot 4 Consecrated .....	7
2.3.2	Plot 3 Non-Consecrated .....	7
2.3.3	Plot 2 Garden of Rest .....	7
2.4	Scattering of Cremated Remains .....	8
2.5	Memorial and Grave Decoration .....	8
2.5.1	Memorial Headstones .....	8
2.5.2	Memorabilia .....	9
2.5.3	Benches .....	10
2.5.4	Trees .....	10
2.5.5	Maintenance and Vandalism .....	10
2.5.6	Stability Testing .....	11
2.6	Consecration .....	14
2.7	Exhumations .....	14
2.8	Vehicles .....	14
2.9	Behaviour .....	14
2.10	Exclusive Right to Burial .....	15
3.0	Contractors .....	15
4.0	Risk Assessment .....	15

## APPENDICES

1.0	Fees and Charges
2.0	Forms
a	Example Deed of Grant of Right of Burial
b	Example Deed of Grant of Rights to Erect and Maintain a Memorial
c	Transfer Forms - Form of Assent
d	Transfer Forms - Form of Assignment
e	Transfer Forms - Form of Renunciation
f	Transfer Forms - Statutory Declaration
g	Form 18
3.0	Current List of Accredited Memorial Masons
4.0	Notes

## **1.0 Terms of Reference**

### **1.1 Introduction**

These Terms of Reference set out how the cemetery, under the control of the Snaith and Cowick Town Council Cemetery Committee (hereafter the Burial Authority), which has been given full devolved authority by the Town Council for the management of the cemetery under the provisions of the Local Government act 1972, section 101 is to be managed and maintained. These Terms of Reference aim to define the expectations required of a funeral director, memorial mason, resident, deed holder or relative with regard to their involvement in the maintenance of a specific plot or plots, and their behaviour and conduct within the cemetery.

The policy is compiled within the boundaries of the Local Authorities Cemeteries' Order 1977 (England and Wales) (LACO) and in conjunction with the National Association of Monumental Masons' code of practice and the Charter for the Bereaved.

This document supersedes any previous rules and regulations relating to the cemetery, including those of the now defunct Snaith, Cowick and Gowdall Joint Burial Board.

Snaith and Cowick Town Council has delegated authority to make any changes to these terms, including the policy, to the Burial Authority. Examples of such changes include;

- Fees and charges - to modify
- Consecration - to determine areas for consecration
- New burial compartments – to determine the nature of new burial options for extensions
- Removal of memorialisation/headstones – to authorise the removal of items in breach of this policy
- Vehicular restrictions – to determine vehicular access arrangements
- Opening times – to determine the opening times of the sites
- Headstone repairs – to authorise the making repairs to a memorial to mitigate a Health and Safety risk or for aesthetic purposes

### **1.2 Cemetery Details**

The Snaith, Cowick and Gowdall cemetery is located on the A645 (Pontefract Road) between Snaith and Pollington.

### **1.3 Opening Hours**

The cemetery will be open during daylight hours. Anyone visiting the cemetery outside these hours does so at their own risk.

### 1.4 Administration Services

For all queries regarding the cemetery please contact the clerk to the Cemetery Committee, Mrs Vicky Whiteley at:

Snaith & Cowick Town Council Office  
26 Market Place  
Snaith  
East Yorkshire  
DN14 9HE

Telephone: 01405 862663

E-mail: cemetery.snaithcouncil@hotmail.com

Members of the Cemetery Committee will be made up of five councillors from Snaith and Cowick Town Council and two from Gowdall Parish Council. The chairperson will usually be the Snaith and Cowick Town Mayor with the vice chair being the Gowdall Parish Council chairperson. Both councils will pay an annual precept towards the upkeep of the cemetery. The amount of the precept will be reviewed annually.

The clerk to the committee will be an employee of the Snaith and Cowick Town Council and be paid an hourly rate agreed by the Town Council, plus reasonable expenses which will be reviewed annually. The clerk to the committee will manage the income and expenditure and annual accounts will be audited by an externally appointed auditor.

The Burial Authority will hold a minimum of 4 quarterly meetings a year, with extra meetings held when necessary. The quorum for each meeting will be a minimum of 3 members.

The Burial Authority accepts the need for transparency whilst communicating with members of the public and other professionals with whom it is in contact.

It is therefore committed to the following:-

- A notice of any meeting taking place will be placed in the Snaith and Cowick Town Council notice board at least three clear days<sup>1</sup> prior to the meeting and where possible on their web page.
- Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The Public exclusion from part or all of a meeting shall be by resolution which shall give reasons for the public exclusion.
- Three clear days notice<sup>2</sup> must be given to the Cemetery Committee Clerk by members of the public if they wish to speak at an open meeting with public participation.

- A web page on the Snaith and Cowick Town Council website will give advice and guidance to members of the public.

The Burial Authority accepts that, in order to properly manage its commitments to the community, all information will need to be recorded. To that end a database will be created that will record information regarding each plot, including, but not limited to, the names and addresses of the deed holder(s) or next of kin, the contact details for the relevant Memorial Masons, the date of installation, photographs, and an inspection log.

## 2.0 Policy

The Burial Authority will constantly review guidelines and hence reserves the right to change this policy document accordingly.

## 2.1 Glossary of Terms

**Baby** – a child of 12 months of age or less

**Burial** – the placement of a casket or urn in a designated plot

**Burial Authority** – Snaith and Cowick Town Council Cemetery Committee

**Casket** – a coffin, for the interment of a body or cremated remains

**Cremated remains** – the ashes of a cremated body

**Clerk** – the administrator to the Burial Authority

**Deed holder** – the deed holder is the owner of an Exclusive Right of Burial or Memorial Right deed

**Exclusive Right to Burial** – the right to be buried in a specific plot within the cemetery

**Exhumation** – the removal of any previously buried remains (by Faculty and/or Home Office License)

**Faculty** – written approval from the Diocesan registrar (Church of England)

**FBCA** – Federation of Burial and Cremation Authorities

**ICCM** – Institute of Cemetery and Crematoria Management

**Interment** – the placing of either a casket or urn into a designated plot

**LACO** – Local Authorities' Cemeteries Order 1977 (England and Wales)

**Memsafe** – a metal spike supporting a memorial in need of repair secured with a band

**Memorial** – refers to a headstone, statue, marker, etc. which marks the head of a plot

**NAMM** – National Association of Monumental Masons

**Plot(s)** – a designated grave space for either a casket or urn

**Stillborn** – a baby stillborn at birth

**Urn** - a container for cremated remains

**Working cemetery / section** – cemetery or section still with un-purchased burial plots

### 2.2 Interment

A minimum of 2 working days notice must be given to the Burial Authority by the funeral director prior to an interment taking place, unless there are religious considerations. Notification should be by telephone and then confirmed with a completed interment form or electronically. No interment shall be permitted without the completed interment form being received.

No interment can take place unless a copy of the Registrar's Certificate of Death, Certificate of Cremation or a Coroner's Order of Burial has been previously lodged with the clerk no later than one full working day (Monday to Friday) prior to the interment. The original certificate must be given to the person nominated by the Burial Authority at the time of interment.

Interments can only take place in the plots designated in the cemetery plans as held by the Burial Authority. Burial plots shall not exceed a depth of 255 cm (102 in) and shall be no shallower than 150 cm (36 in) from the surface. In the case of cremated remains, these must not be less than 45 cm (18 in) from the surface.

All graves are to be dug and, following burial, suitably reinstated by the undertaker on behalf of the Burial Authority. Coffins are to be made from a biodegradable substance, such as wood or wicker, etc.

### 2.3 Burial Sections

The cemetery contains different sections in order to allow users to choose, subject to capacity remaining, for example whether they wish consecrated or unconsecrated land. After exercising that choice, each section has specific modes of interment and memorabilia that are to be strictly adhered to. It is at the discretion of the Burial Authority to remove any unacceptable items of memorabilia and dispose of them after one month if they remain unclaimed. The Burial Authority will introduce new burial sections to the cemetery as required, for example areas to be designated for specific faiths or denominations.

### **2.3.1 Plots 1 and 4 Consecrated Burial**

The areas designated as Consecrated Burial are for full size burial plots 240 cm by 120 cm (96 in by 48 in) with a memorial headstone or grave marker (See 2.4).

Grounds maintenance within the Consecrated Burial sections prohibits the placement of kerb stones on a plot.

Memorial decoration in the Consecrated Burial sections is restricted to flower bouquets, wreaths and/or vases for flowers<sup>4</sup>. An area to the extent of 60 cm (24 in) in front of the headstone is permitted for the planting of bedding plants. The remainder of the plot must remain free of planting.

Planting is restricted to low-growing plants, such as bedding or other low growing plants. The following are not permitted; trees, conifers, shrubs, rose bushes.

Headstones with attached vases must be agreed with the Burial Authority. Free standing vases are not permitted.

### **2.3.2 Plot 3 Non Consecrated**

An area designated as Non Consecrated Burial is for full size burial plots 240 cm by 120 cm (96 in by 48 in) with a memorial headstone or grave marker (See 2.4).

Grounds maintenance within the Non Consecrated Burial section prohibits the placement of kerb stones on a plot.

Memorial decoration in the Non Consecrated Burial section is restricted to flower bouquets, wreaths and/or vases for flowers<sup>4</sup>. An area to the extent of 60 cm (24 in) in front of the headstone is permitted for the planting of bedding plants. The remainder of the plot must remain free of planting.

Planting is restricted to low-growing plants, such as bedding or other low growing plants. The following are not permitted; trees, conifers, shrubs, rose bushes.

Headstones with attached vases must be agreed with the Burial Authority. Free standing vases are not permitted.

### **2.3.3 Plot 2 Garden of Rest**

The Garden of Rest is for the interment of cremated remains only.

A plot comprises an area for the burial of an urn.

Memorials are permitted up to a size of 18 in by 18 in.

Only bouquets, wreaths, or vases of flowers are permitted within the Garden of Rest. Floral tributes will be automatically disposed of after two weeks. Artificial

flowers will be disposed of when, in the view of the Burial Authority, they have deteriorated and detracted from the aesthetics of the cemetery.

### **2.4 Scattering of Cremated Remains**

Permission to scatter ashes within the cemetery must be obtained in writing from the Burial Authority. The location for scattering will be decided by the Burial Authority.

An appointed time must be arranged through the clerk and a person nominated by the Burial Authority must be present at the time of scattering.

### **2.5 Memorials and Grave Decoration**

#### **2.5.1 Memorial Headstones**

All stone memorials erected within the cemetery must comply with the National Association of Memorial Masons (NAMM) approved anchoring system. All stone memorials must be installed with authorisation by the Burial Authority by a Burial Authority approved mason.

Drawings and specifications of all monuments, memorial headstones or grave markers must be agreed with the Burial Authority via the clerk prior to installation. The Burial Authority has the right to remove or instruct the removal of any structures erected without consent; or that deviate from the submitted design; or that are not in compliance with NAMM approved systems.

Memorial headstones, monuments and grave markers should not exceed a height of 75cm (30 in). The base shall be no wider than 36 cm by 92 cm (18 in by 36 in).

Unless specified, memorials should be of solid stone. Wooden grave markers are not preferred as they cannot be secured. However, where they are approved they must be installed under the supervision of a person nominated by the Burial Authority and funeral director following the agreement of the Burial Authority. Grave markers should be aesthetically pleasing, in the view of the Burial Authority and, where they decay to the extent where they become a safety risk, in the view of the Burial Authority, they will be removed.

Included within the charge for an Exclusive Right of Burial is a 10 year Memorial Right. This Right allows the deed holder to arrange, through an approved supplier, the bringing in and erection of a memorial into the cemetery. There is a further fee payable. The deed holder is responsible for any repairs required for the duration of the Right. The Burial Authority will attempt to contact deed holders to inform them of the need for repairs and to establish renewal of the Right.

The Burial Authority reserves the right to routinely carry out safety checks on all memorials (see 2.5.6). Any stability repairs needed following such testing, if within 10 years of interment, must be carried out by the mason under warranty (if there



are multiple interments to a plot, within 10 years of the most recent). For repairs on monuments outside of the 10 year warranty, the Burial Authority will contact the deed holder or their representative. Should this contact prove futile, the Burial Authority reserves the right to carry out any necessary repairs in order to make the memorial safe. This includes: banding with a Memsafe, masonry repairs, or laying down of the memorial.

Anyone wishing to change a memorial within the guidelines will do so at their own expense and they must conform to installation rules within this policy. The remaining empty plots, when used, must have memorials in place that conform to installation rules within this policy.

Memorial owners or their families are responsible for the maintenance of memorials: it may be wise for the deed holder to purchase some insurance.

Memorial Masons should inform deed holders/families of any guarantees offered when new installations are carried out.

### **2.5.2 Memorabilia**

Grave decorations are restricted to bouquets of flowers. Inappropriate items will be removed by a person nominated by the Burial Authority and written notification given to the deed holder. Dead flowers and bouquets should be cleared by the family and/or deed holder. Such items will be removed and disposed of by a person nominated by the Burial Authority after two weeks.

The following are examples of items not permitted on any grave or memorial: Free standing statues (not contained as part of the monumental headstone), garden decorations, flags, inflatable objects, alcoholic beverages.

This list is not exhaustive; any items other than floral displays are not permitted. Determination of appropriate memorialisation is the responsibility of the Burial Authority<sup>4</sup>.

Some items may be placed upon a plot for a period of six weeks. Following the six week period the items will be removed by a person nominated by the Burial Authority if not done so by the deed holder or family, these will be held in storage for a period of two months for collection by the deed holder. If not collected, they will be disposed of by the Burial Authority. The items must be moveable in order to allow ground maintenance and include: children's toys (dinkies, soft toys, etc), balloons.

The Burial Authority does not accept responsibility for damage to, or theft of any memorabilia within the cemetery.

The Burial Authority retains the right to remove any items deemed to be unsightly to the aesthetics of the cemetery. This includes broken/damaged items or objects that have become worn through exposure to the elements.

Alcoholic beverages are not permitted anywhere within the cemetery and food and drink related memorabilia/mementos will be immediately removed and disposed of.

Christmas wreaths must be removed by the end of January each year.

New deed holders will be issued with a handbook outlining the policy on memorialisation. Deed holders will be asked to sign a declaration stating that they agree to abide by the policy.

### **2.5.3 Benches**

Memorial benches can be sited with the permission of the Burial Authority following a written application.

Benches will be manufactured by the approved contractor, as agreed through the corporate procurement process. Only benches purchased from the contractor via the Burial Authority to the tender specifications are permitted.

Benches are purchased with a 10 years life expectancy. The Burial Authority retains the right to repair a bench within a minimal cost boundary. Should the cost of repairs exceed the cost of the bench, the Burial Authority retains the right to remove the bench from the cemetery.

The Burial Authority will seek to introduce a maintenance agreement for memorial benches to alleviate the cost of repairs as part of the permission process.

### **2.5.4 Trees**

Memorial trees are not permitted within the cemetery.

### **2.5.5 Maintenance and Vandalism**

All graves, monuments, headstones and grave markers are the responsibility of the deed holder or their representative to maintain. If a deed holder fails to repair any damage following notification from the Burial Authority, the Burial Authority has the right to take any further steps to effect repairs or preserve the amenities of the cemetery and take action to recover costs. These steps may include the removal and storage of memorials, etc. If the deed holder, to whom such notice should be given, cannot be traced, a suitable notice may be placed in a local newspaper and after the expiration of three months from the date of notice, the right to the memorial shall become vested in the Burial Authority to be dealt with as they see fit.

In the case of vandalism to a memorial, it is the responsibility of the purchaser or family members to make any repairs. Any damage that is caused to a memorial must be made safe to the standard of the NAMM and be carried out in agreement with the Burial Authority.

### 2.5.6 Stability Testing

The Burial Authority has a duty of care within its cemetery for both members of staff and the public. The Health and Safety Commission expects the Burial Authority to carry out regular inspections on the headstones and monuments within its cemetery.

Under section 3 of the Local Authorities' Cemeteries Order (England and Wales) 1977 (LACO) the Burial Authority, has the right to:

...do all such things as they consider necessary or desirable for the proper management, regulation and control of a cemetery.

Nothing in paragraph (1) shall be construed as authorising –

...any action relating to any vault, or any tombstone or other memorial, other than action which is necessary to remove a danger which arises by reason of the condition of the vault, or the tombstone or other memorial, itself.

Section 2.31 of The Guide for Burial Ground Managers as produced by the Department of Constitutional Affairs clearly states that the onus for memorial repair is with the deed holder of both the Exclusive Right of Burial and the Memorial Right, but that the Burial Authority has the power “to prevent a memorial from becoming or continuing to be a hazard to public safety.” An Exclusive Right to Burial from the Snaith and Cowick Town Council Cemetery Committee as Burial Authority lasts for 60 years. The associated Memorial Right lasts for 10 years. At any point during this timeframe, the Rights may be renewed and/or extended.

Guidance compiled by the Ministry of Justice, under advice of the Burial and Cemeteries Advisory Group, has recommended changes in the process of memorial inspection. The most significant change is the suggestion that topple testing using a mechanical pressure device is no longer undertaken; memorials should be visually inspected then tested by hand. In cases when a more detail evaluation is needed, an accredited monumental mason should undertake an inspection.

The degree of safety risk posed by a memorial depends upon many factors, primarily the size and weight of the memorial and the probability of a member of the public or an employee being in the immediacy of the memorial at the time that it happens to fall; which is unlikely. These chance events have to be accounted for in the subsequent risk assessment, which, hypothetically, should be undertaken for each and every memorial.

Memorials within the cemetery carry a miniscule risk of injury being caused in the event that they become unstable. All memorials will be subject to a visual assessment and records will be kept. Where memorials are seen to be unstable, the Burial Authority will attempt to contact the deed holder to make them aware that their memorial needs to be more permanently fixed. No further action will be undertaken by the Burial Authority. All memorials are to be inspected every 5 (five)

years by a trained inspector and a record kept of findings. Those found to be unstable or not within safety standards will be made safe temporarily and follow up action taken. Any cases of damage that do not influence the security of the memorial (such as chips to stonework) are also recorded for posterity as part of the checks, but no action is taken by the Burial Authority to remedy such damage.

### Testing Process

The trained inspector must have attended the NAMM accredited course that instructs in the correct process of safely testing a monument.

A visual inspection and hand test form the basis of the testing process with the inscription information recorded/confirmed.

The initial hand test is carried out by using the forefinger and thumb. A small amount of pressure is applied to the memorial. If the memorial is found to be unsafe at this stage it is photographed and any action required noted.

### Record of Damage

Every tested memorial, whether it passes or fails, has the following information recorded:

- Category reference
- Plot and grave number
- Name on Memorial (first interred)
- Date of Death
- Memorial Type
- Topple Test Result
- Primary Action (if failed)
- Damage – including angle of lean, chips, etc.
- Memorial Mason
- Date of Test
- Photograph

A database, held by the Burial Authority, is then updated with the date of inspection against the plot/grave number.

These records are kept in order to validate any contact from or to the deed holder regarding the state of the memorial.

### Responsibility of Repairs

The Burial Authority will make the effort to contact the deed holder or family in order for repairs to be made. If the headstone has been installed for less than 10 years it should still be within warranty and any repairs should be carried out free of charge by the mason who installed it (under instruction of the deed holder or

family). Masons who fail to honour their warranty obligations removed from the approved list. They will be able to appeal that decision with the Burial Authority.

Outside of the warranty, it is the responsibility of the deed holder or family to contact a mason approved by the Burial Authority and arrange all necessary repairs.

All repairs must conform to NAMM standards and be carried out by a Burial Authority approved mason. Any work carried out by a mason must be at a time arranged with the clerk. Repairs are only finalised following a successful inspection and testing by the inspection team. Any mason whose method of work is not compliant with NAMM approved systems will not be allowed to work within the cemetery and where evidence presents that that is the case, they will be removed from the approved list. They will be able to appeal that decision with the Burial Authority.

### Contacting Deed Holders

Prior to taking any action to make safe failed memorials on a permanent basis, where contact information of the deed holder is not held or is inaccurate, notification for the intended action will be made through the following means (as detailed in Schedule 3 of LACO under the authority of Sections 3 and 16):

- Notices are placed on the gates and at significant points throughout the cemetery
- A notice of intent is published within the local newspapers 4-6 weeks prior to commencement

Following the testing procedure, if a memorial is found to be unsafe, the Burial Authority always contacts the last known address of the deed holder. This is the principal reason for encouraging transfer of deeds on the death of the deed holder.

Should a memorial reach such a state that it is an immediate safety risk, despite safety arrangements made by the Burial Authority, the most extreme action will be the laying down of a memorial within the grave space so as to consider the safety of other cemetery users. At no point shall the Burial Authority remove a memorial from a cemetery.

### Memorial Masons

All memorials must be made from stone/granite/marble or similar. Memorials made from plastic or wood are not acceptable, with the exception of wooden crosses, though these are not encouraged. All memorials (with the exception of wooden crosses) must have a National Association of Memorial Masons (NAMM) approved anchoring system incorporated for health and safety reasons. Mason approval is through successful application to the approved contractor list. Successful application will be dependent on a number of criteria. A list of accepted masons can be found in Appendix 3.

### **2.6 Consecration**

Existing plots are consecrated according to Church of England specifications. Non-consecrated plots are available which can either be left as is or consecrated/blessed to a specific faith. Enquires should be made to the clerk.

### **2.7 Exhumations**

A request for an exhumation must be made to the Home Office or Diocesan registrar or both. The request will usually be made by the Funeral Director, acting on behalf of the deceased's family or representative. If the family or representatives wish to make the request, they should contact the Environment Health Officer for the area directly on 01482 887700. At least two weeks' notice is required.

No exhumation can take place without either: A Home Office License, or A Faculty.

A Coroner can also order an exhumation by Warrant.

### **2.8 Vehicles**

Cars, vans, motorcycles, motorbikes, scooters, bicycles and horses are not permitted within the cemetery.

Any contractors or delivery vehicles including monumental masons must make prior arrangements with the clerk.

### **2.9 Behaviour**

Visitors must behave in a considerate manner at all times, respecting other people and the cemetery, keeping noise to a minimum and particularly not disturbing any burial which may be in progress.

Wilfully interfering with any memorial, plot or memorabilia is not permitted and is a criminal offence for which perpetrators will be prosecuted.

Games or sport of any kind are not permitted within the cemetery grounds.

Children under 12 years of ages should be accompanied by an adult.

Dogs are permitted to accompany a family member to a grave as long as they remain on a lead. Any person allowing a dog to foul in a cemetery is liable to be issued with a fixed penalty notice.

Visitors are requested to keep to the defined roads and pathways.

The consumption of illegal substances and alcohol is strictly prohibited within the cemetery.

### **2.10 Exclusive Right to Burial**

An Exclusive Right of Burial deed may be purchased whereby a designated plot is held in ownership for the duration of 60 years. For this time, the grave may not be opened or used for interment without the written consent of the owner of the Exclusive Right or their representative.

An Exclusive Right of Burial deed may be purchased in advance of the grave being used (pre-purchase).

The Burial Authority reserves the right to suspend/cease pre-purchases where the burial capacity of the cemetery is less than 5 years.

A grave must be purchased before a monument can be erected. The Right to Erect and Maintain a Monument is included in this fee, however there is a fee payable at the time a monument is installed. A memorial cannot be placed on an empty grave, unless there are extenuating circumstances (e.g. in the case of an individual being lost at sea), which should be discussed with the Burial Authority via the clerk before any arrangements are made.

Transferring or selling an Exclusive Right of Burial must be authorised and carried out by the Burial Authority for which a fee is payable. It is at the discretion of the Burial Authority to refuse the allowance of a sale of an Exclusive Right of Burial deed. An un-used Exclusive Rights to Burial can be sold back to the Burial Authority at the cost of the deed when originally purchased.

All fees will be reviewed annually and are at the discretion of the Burial Authority.

### **3.0 Contractors**

Any contractors or sub contractors working within the cemetery grounds must have public liability insurance and must provide evidence of this in advance of the work beginning. Any contractors or sub contractors are responsible for providing their own risk assessment and working within health and safety guidelines.

### **4.0 Risk Assessment**

An appointed Health and Safety officer<sup>3</sup> will carry out annual risk assessments

**APPENDIX 1 : FEES AND CHARGES**

**Snaith, Cowick & Gowdall Cemetery Charges 2018**





# **SNAITH & COWICK TOWN COUNCIL**



## **Snaith, Cowick and Gowdall Cemetery Committee**

26 Market Place, Snaith, East Yorkshire, DN14 9HE

Cemetery Clerk: Mrs Vicky Whiteley

Tel: 01405 862663

Email: [cemetery.snaithcouncil@hotmail.com](mailto:cemetery.snaithcouncil@hotmail.com)

Website: [www.snaithandcowicktowncouncil.com](http://www.snaithandcowicktowncouncil.com)

### **SNAITH, COWICK AND GOWDALL CEMETERY CHARGES 2018**

#### **Grant of Exclusive Right of Burial\***

\*duration of 60 years; includes Right to Erect and Maintain a Memorial  
(duration of 10 years)

Plot 1 (Consecrated)	£260
Plot 2 (Garden of Rest)	£140
Plot 3 (Non Consecrated)	£260
Plot 4 (Consecrated)	£260

Purchase of a plot by anyone who is not an inhabitant or parishioner of Snaith, Cowick or Gowdall will be double.

#### **Interment**

Plots 1, 3 & 4	£ 140
Cremated Remains in Plots 1, 3 & 4	£ 100
Plot 2	£ 100

#### **Monuments, Gravestones and Inscriptions**

Maximum height 30"	£100
Cremation Plaques 18" x 18"	£ 75
Additional Inscriptions	£ 50

### **APPENDIX 2 : FORMS**

- a) **Example Deed of Grant of Right to Burial**
- b) **Example Deed of Grant of Right to Erect and Maintain a Memorial**
- c) **Transfer Forms - Form of Assent**
- d) **Transfer Forms - Form of Assignment**
- e) **Transfer Forms - Form of Renunciation**
- f) **Transfer Forms - Statutory Declaration**
- g) **Form 18**

**Snaith and Cowick Town Council Cemetery Committee  
Deed of Grant of Exclusive Right of Burial**

By Virtue of the powers conferred by the Local Authorities' Cemeteries Order 1977 (hereinafter referred to as "the said Order") on burial authorities constituted under the Local Government Act 1972 the Snaith and Cowick Town Council Cemetery Committee (hereinafter called "the Committee") acting as a burial authority having been given full devolved authority by the Snaith & Cowick Town Council for the management of the cemetery under the provision of the Local Government Act 1972, Section 101.

In consideration of the sum of £..... paid to the said Committee

By.....

Of.....

.....  
(hereinafter called "the Grantee")

DO HEREBY GRANT unto the said Grantee the exclusive right of burial in the Grave

Space No.....in  
section.....

In Snaith, Cowick and Gowdall cemetery situate at Pontefract Road, Snaith.

(being a cemetery provided and maintained by the Committee) to hold the same unto the Grantee for the term of 60 years from the date hereof for the purpose of burial subject to the provisions of the said Order and to the Orders, Byelaws and regulations for the time being in force with regard to the management regulation and control of the said cemetery.

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £120,000.

Given under my hand this.....day of.....two thousand and.....

**Vicky Whiteley**

**Clerk to the Snaith and Cowick Town Council Cemetery Committee**

**Snaith and Cowick Town Council Cemetery Committee**

**Grant of Rights to Erect and Maintain a Memorial**

By virtue of the powers conferred by the Local Authorities Cemeteries Order 1977 (hereinafter referred to as "the said Order") on burial authorities constituted under the Local Government Act 1972 the Snaith and Cowick Town Council Cemetery Committee (hereinafter called "the Committee") acting as a burial authority having been given full devolved authority by the Snaith and Cowick Town Council for the management of the cemetery under the provisions of the Local Government Act 1972, Section 101.

In consideration of the sum of £.....paid to the said Committee

by.....

of .....

.....

(hereinafter called "the Grantee")

DO HEREBY GRANT unto the Grantee the right to erect and maintain a memorial on grave number.....in section.....in Snaith, Cowick and Gowdall cemetery situate at Pontefract Road, Snaith (being a cemetery provided and maintained by the Committee) to hold the same unto the Grantee for the term of 10 years from the date hereof for the purpose of erecting and maintaining a memorial subject to the provisions of the said Order and to Orders, Byelaws and regulations for the time being in force with regard to the management, regulation and control of the said cemetery and on such terms and subject to such conditions as the Committee considers proper.

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the consideration exceeds ..... pounds.

Given under my hand this.....day of.....Two thousand and .....

**Vicky Whiteley**

**Clerk to the Snaith and Cowick Town Council Cemetery Committee**

**Snaith & Cowick Town Council Cemetery Committee**

**Assent of Executor or Administrator**

I \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

being (a) (the executor of the Will of \_\_\_\_\_

proved in) (b) (the Administrator of the Estate of \_\_\_\_\_

acting under Letters of Administration granted by) the \_\_\_\_\_ Probate

Registry on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ do hereby assent to

the transfer to \_\_\_\_\_

of \_\_\_\_\_

the exclusive Right of Burial in Grave \_\_\_\_\_ in the Snaith, Cowick and Gowdall

Cemetery, Pontefract Road, Snaith, which was granted to the said \_\_\_\_\_

\_\_\_\_\_ by the Burial Board of Snaith and Cowick

Town Council Cemetery Committee, by a Deed of Grant No \_\_\_\_\_

bearing the date \_\_\_\_\_ day of \_\_\_\_\_, and

all my estate, title, and interest therein, to hold the same unto the said \_\_\_\_\_

\_\_\_\_\_

subject to the conditions on which I held the same immediately before the execution thereof.

Witness my Hand this \_\_\_\_\_ day of \_\_\_\_\_

*Signature* \_\_\_\_\_

*Witness* \_\_\_\_\_

*Address* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Occupation* \_\_\_\_\_

**Snaith & Cowick Town Council Cemetery Committee**

**Assignment of Right of Burial**

I (*Own Name*) \_\_\_\_\_

Of (*Address*) \_\_\_\_\_

\_\_\_\_\_

in consideration of the

\_\_\_\_\_

shown to me by

(*Name*) \_\_\_\_\_

of (*Address*) \_\_\_\_\_

\_\_\_\_\_

do hereby assign unto the said (*Name of Person*) \_\_\_\_\_

the exclusive Right of Burial in Grave in the Snaith, Cowick and Gowdall Cemetery,  
Pontefract Road, Snaith and numbered \_\_\_\_\_ in Section \_\_\_\_\_ on the Plan of

the Cemetery, made in pursuance of the said Act, which was granted to (*Name of  
owner of right*) \_\_\_\_\_, by the Snaith and Cowick Town Council

Cemetery Committee, by Deed of Grant No \_\_\_\_\_ bearing the date of

\_\_\_\_\_ day of \_\_\_\_\_, and all my estate and

title, and interest therein, including the right of placing a memorial thereon of the nature  
and in the position approved by the Snaith and Cowick Town Council Cemetery

Committee to hold the same unto the said (*End date of grant*) \_\_\_\_\_

subject to the conditions on which I held the same immediately before the execution  
hereof.

Witness my Hand this \_\_\_\_\_ day of \_\_\_\_\_

*Signature* \_\_\_\_\_

*Witness* \_\_\_\_\_

*Witness* \_\_\_\_\_

**Snaith & Cowick Town Council Cemetery Committee**

**Form of Renunciation**

I/we, the undersigned hereby renounce all my/our interest and title in the Right of Burial described in the Plan Book as Sq. \_\_\_\_\_ No. \_\_\_\_\_ Grant No. \_\_\_\_\_ in the Snaith, Cowick and Gowdall Cemetery, Pontefract Road, Snaith, and desire that the said Right of Burial shall be vested solely/jointly in my/our brother/sister

***(enter name of person/s renunciation is in favour of)***

*(Address of person/s named above)*

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Signature (in full) and addresses**

**Witnesses (and addresses)**

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**Snaith & Cowick Town Council Cemetery Committee**

**Statutory Declaration**

I (*full name*) \_\_\_\_\_

of (*address*) \_\_\_\_\_

\_\_\_\_\_

in the (*County/Borough etc.*) \_\_\_\_\_

do solemnly and sincerely declare that (*Name*) \_\_\_\_\_

\_\_\_\_\_

purchased the exclusive Right of Burial, described in the Plan as Section \_\_\_\_\_ No  
\_\_\_\_\_ Grant \_\_\_\_\_ in the Snaith, Cowick and Gowdall Cemetery, and that

*(Body of Declaration specific to the circumstances of the person making the declaration)*

And I make this solemn declaration conscientiously believing the same to be true, and  
by virtue of "The Statutory Declaration Act, 1835."

Signed \_\_\_\_\_

Declared at \_\_\_\_\_

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Before me

**NB – This Declaration to be made before a Magistrate or a Commissioner for  
Oaths**



FORM 18

The following declaration that is contained within the 1926 Act mentioned below may be legally completed by a Funeral Director that forgets to bring the Registrar's Disposal Cert / Coroner's Order at the time of the burial. (If you have any doubts a quick call to the appropriate Registrar of Births & Deaths to confirm that registration of the death has taken place). On completion of the following declaration the burial can take place with the Funeral Director making arrangements to deliver the original as soon as possible after the burial.

**Snaith and Cowick Town Council Cemetery Committee**

**Snaith, Cowick and Gowdall Cemetery**

**Births and Deaths Registration Act 1926, Section 1(1)**

I.....

Of.....

**in pursuance of the Births and Deaths Registration Act, 1926, declare:-**

(1). That I am the person procuring the burial of the body of .....

.....who died at .....

..... on the ..... 20.....;

(2). That a Registrar's Certificate\* / Coroner's Order\* authorising the burial was issued by the Registrar\* / Coroner\* (name).....

\*Delete those inappropriate

at.....to.....

living at.....

on.....20.....; and

(3). That the reason why the said document cannot be delivered before burial is that

.....

.....

.....

I make this declaration, believing the same to be true,

Signature of Declarant..... Date.....20.....

### **APPENDIX 3 : List of Masons**

(NB this list is not exhaustive)

#### **Doncaster Memorials**

Address: 140 Bentley Road, Doncaster, South Yorkshire, DN5 9QW  
Tel: 01302 391100  
E-mail: doncastermems@blueyonder.co.uk

#### **Gregory Memorials**

Address: 93 Pasture Road, Goole, East Yorkshire, DN14 6BP  
Tel: 01405 765014

#### **J Burns**

Address: Union Lane, Selby, North Yorkshire, YO8 4AX  
Tel: 01757 703394  
E-mail: selby@irotherham.co.uk

#### **Thorne Memorial Works**

Address: Marshland Road, Moorends, Thorne, South Yorkshire, DN8 4RS  
Tel: 01405 812266

#### **Tyas and Tyas**

Address: Cantley Bridge, Bawtry Road, Doncaster, South Yorkshire, DN4 5NJ  
Tel: 01302 535148  
E-mail: doncaster@irotherham.co.uk

### APPENDIX 4 : Notes

<sup>1</sup> When calculating the 3 clear days notice of a meeting to councillors and the public, the day of notice on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a Bank Holiday or a day appointed for public thanksgiving or mourning shall not count.

<sup>2</sup> When calculating the 3 clear days for notice to be given to the Cemetery Committee Clerk by members of the public if they wish to speak at an open meeting with public participation the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a Bank Holiday or a day appointed for public thanksgiving or mourning shall not count.

<sup>3</sup> On the 2 July 2014, Councillor John Staveley-Churton was appointed Health & Safety Officer to the Snaith & Cowick Town Council Cemetery Committee.

<sup>4</sup> On January 8, 2014 the Snaith & Cowick Town Council Cemetery Committee decided to allow applications from Exclusive Right of Burial holders for other memorials to be placed in the grave area and that permission would be granted or denied by the Cemetery Committee on a case by case basis.