

DALE HILL  **NATURAL BURIAL GROUND**

**EXCLUSIVE RIGHTS OF BURIAL
Terms & Conditions of Purchase 2016**

Frequently asked questions

Can my arrangements be altered or cancelled?

Yes, you can change your mind or cancel only by yourself (as the Grantee) or probate holder or executor of the Grantee with our consent, however administration charges (applicable at the time) will be incurred.

What happens when death occurs?

Your next of kin or representative should contact us either directly or via a funeral director.

Is the price I have paid guaranteed against inflation?

Yes, providing your Exclusive Rights of Burial have not changed, then no further charge for these will be made at the time of interment.

Who provides the funeral services?

The purchase of a burial plot does not include funeral services. You may arrange your own funeral or make separate arrangements, if required, with the funeral director of your choice.

When will my certificate for Exclusive Rights of Burial be issued?

Certificates are sent out when full payment is made.

Will there be anything extra to pay at the time of the funeral?

At the time of the funeral you will need to pay a Burial Registration Fee (for administration, mapping and recording the burial) and the grave digging charges.

Who digs the grave?

Our nominated Grave Digger is the only person permitted to dig the grave. The cost of grave digging is not included when you buy an Exclusive Right of Burial.

DEFINITIONS

In these Terms and conditions and in the Notice of Interment Form the following definitions shall apply except when otherwise required by the context:

Notice of Interment Form

means our Notice of Interment Form which you should complete and forward to us to purchase your Exclusive Rights of Burial.

Certificate

means the Certificate which we will issue when you have paid for your Exclusive Rights of Burial in full.

Exclusive Rights of Burial

means your right or your Grantee's right to have your remains interred within the selected Area of the Natural Burial Ground. It does not give you any legal ownership of or right to the land and is personal to you and cannot be sold, transferred or shared except with our prior written consent.

Natural Burial Ground

means Dale Hill Natural Burial Ground, which is operated by us.

Nominated Grave Digger

means the person nominated by us to prepare the graves.

Grantee

means any person named on the Application Form as such.

Representatives

means executors, trustees, personal representatives or other representatives who are lawfully appointed and authorised to act on your behalf (or the Grantee's behalf if appropriate) after death.

Burial Registration Fee

means the fee charged at the time of the funeral for funeral administration, mapping the grave location, preparing the grave, certifying the burial and entering details into the statutory Register.

Us/we means Dale Hill Natural Burial Ground.

You/your means the Applicant.

FULL TERMS AND CONDITIONS

These Terms and conditions are to be taken in conjunction with the Regulations for Use, (as provided and set out in the Dale Hill Natural Burial Website.)

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

The Exclusive Rights of Burial may not be varied or amended. We may, at our absolute discretion, agree to variations 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 any 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 (eg. 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 we reasonably require. You must send any Certificate you have received to us (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 and/or plot. 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 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 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 Certificate (and/or any duplicate) to us. We will not be able to refund 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 £150 (or as applicable at the time of cancellation).
- 5.2 After this period, you may cancel your Exclusive Rights of Burial, only under exceptional circumstances (e.g. moving abroad or moving far away). In this instance the same terms apply as in 5.1 above.
- 5.3 Following your death, your representatives 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 your arrangements.

5.4 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, back to you or to 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 the Terms and Conditions.

6. Complaints Procedure

If you have any complaint in relation to your Exclusive Rights of Burial or payment, please write to us at the address as stated at the end of this document. 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 Price is fully paid. 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 the address stated on the Certificate), as proof of payment and
- (3) Burial Registration Fee 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 'Registrar or Coroners Authority to Bury' Certificate 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 (below) or by email to dalehill@lockopark.co.uk before the funeral arrangements are publically 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

We will provide reference markers to be used to locate the position of the grave 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.

11. Notice of Interment

11.1 Notice of Interment must be given on our printed Interment 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 3 clear working days before the dates of interment.

11.2 All charges and fees connected with the interment shall accompany the Notice of Interment. Except for memorials specified and approved by us at Dale Hill 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. Individuals buying a pre-purchase plot must appreciate that if their plot is not occupied for many years, their neighbours' trees may have developed to the extent that the canopy may have closed in. The burial can still take place but there may not be enough light for their own memorial tree to flourish and an alternative and appropriate area for the tree will be offered.

12. Grave excavation

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

13. Unclaimed Rights of Burial

If the Exclusive Rights of Burial have not been claimed by the 50th 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 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 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 enter Dale Hill Natural Burial Ground at your own risk. We cannot accept any liability whatsoever for the loss of or damage to any vehicle, 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
- 15.2 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.
- 15.3 You and your Representatives shall be responsible for all persons present at Dale Hill 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.

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 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 and 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 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

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 Data Protection Act 1998 and any other applicable data protection legislation.

20. Address for correspondence

Dale Hill Natural Burial Ground, Estate Office, Locko Park, Spondon, Derby DE21 7BW
Telephone: 01332 662786
Email: dalehill@lockopark.co.uk