



# Tottenham Park

CEMETERY

## Order for Interment

Day and date of interment \_\_\_\_\_ Time \_\_\_\_\_

Name of deceased \_\_\_\_\_ Age \_\_\_\_\_ Date of death \_\_\_\_\_

Last residence \_\_\_\_\_

Died at \_\_\_\_\_

If new grave, number of interments for which it is intended \_\_\_\_\_

If reopened, sec and no. \_\_\_\_\_

Size of coffin (overall) \_\_\_\_\_ Undertaker \_\_\_\_\_

Right of burial holder's name in full \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Please confirm that you have read and agree to the Cemetery Regulations.** The interment will be unable to take place until the Cemetery regulations are agreed to and we have a signed copy of this form.

Signed \_\_\_\_\_

(Please note that the details listed in the leaseholder's section will be registered as the legal right of burial holder of the above mentioned plot. The Deed of Right of Burial will be issued in the right of burial holder's name and they will have a legal responsibility to maintain the grave as per the cemetery's terms and conditions).

This section must be completed. In cases of new graves, plot and grave numbers will be allocated afterwards.

I hereby consent to the interment of \_\_\_\_\_

In the private grave \_\_\_\_\_ No. \_\_\_\_\_ Grant no. \_\_\_\_\_

Owner \_\_\_\_\_ Signed \_\_\_\_\_

Address \_\_\_\_\_



# Tottenham Park

## CEMETERY

### Terms and Conditions of Use of the Cemetery

1. A reference in these terms and conditions to:
  - (1) 'the Cemetery' is a reference to the Tottenham Park Cemetery and to its owner and management; and
  - (2) 'the Users' is a reference to any visitors (whether ordinary members of the public or otherwise), grave owners, and or other users of the Cemetery.
- A. Opening Hours**
2. The Cemetery is open to the public between 8am and 6pm everyday.
3. The Cemetery working hours are 9 am to 5 pm Monday to Friday, excluding Bank Holidays, Christmas Day and Easter.
4. The Cemetery may, at its absolute discretion, close or close part of its grounds, without notice, for the purposes of any interment, by reason of adverse weather conditions, or for any other reason deemed appropriate by the Cemetery to safeguard health and safety and or necessary for its operation and or the Users.
- B. Measures relating to Covid-19 and other Infectious Diseases**
5. The Cemetery will and the Users are required at all times to follow Government guidelines in respect of all restrictions relating to restrictions, social distancing or otherwise, in relation to the Coronavirus (COVID-19) pandemic measures or such other infectious disease as may be designated by the Government from time to time.
6. The Government guidelines in relation to funerals can be found at <https://www.gov.uk/government/publications/covid-19-guidance-for-managing-a-funeral-during-the-coronavirus-pandemic>. A summary of which can be found on the Cemetery's web site at [www.tottenhamparkcemetery.co.uk](http://www.tottenhamparkcemetery.co.uk) or obtained from the Cemetery and or the offices of Demetriou and English.
- C. Privileged Membership**
7. Users of the Cemetery can register for an annual fee of £40 or such other fee as may be published by the Cemetery from time to time to become Privileged Members of the Tottenham Park Cemetery.
8. Privileged Membership will give such members access to the Cemetery out of public opening hours and the use of the recently constructed WC facilities.
9. A Privileged Member will receive a credit card style key to open and close the automatic gates and obtain access to the WC facilities and will further receive from time to time updates and information on the Cemetery and its services.
10. Collection of the key will be at the General Office at the Cemetery. The Privileged Member will be required to produce evidence of identity and residence on collecting the key.
11. Keys lost or stolen can be replaced for a fee of £10 per key or such other fee as may be published by the Cemetery from time to time.
12. Each Privileged Member will be entitled to one key. The key is not transferrable and intended solely for the use of the Privileged Member. The Cemetery staff are entitled to request any holder of a key to produce evidence of his or her identity, which should be carried by the Privileged Member on any visit to the Cemetery.
13. Any abuse of the key or breach by the Privileged Member of any of these Terms and Conditions may result in the key being withdrawn by the Cemetery, at its absolute discretion, without any refund and or rebate of the annual membership fee.
- D. Conduct at the Cemetery**
14. Entry to the Cemetery for any reason not connected with a funeral, paying respects, religious observances relating to a deceased, and the maintenance and upkeep of a grave, without prior authorisation is strictly prohibited.
15. All Users of the Cemetery are required to:
  - (1) respect the nature of the grounds they are in and to conduct themselves accordingly;
  - (2) be quiet, respectful and courteous to the Cemetery staff and to other Users;
  - (3) use the paths available at the Cemetery; and
  - (4) ensure that they do not disturb the graves and memorial stones thereon.
16. Users entitled to use the WCs at the Cemetery are required to keep the same clean and tidy and to report to the Cemetery any issues arising from their use of the same.
17. The Cemetery will not tolerate any conduct it views as an:
  - (1) assault;
  - (2) abuse;
  - (3) threat;
  - (4) nuisance;
  - (5) harassmenttowards its staff and or other Users of the Cemetery. Any such conduct may at the Cemetery's absolute discretion result in the user deemed to have behaved in that way being banned from the Cemetery for a given or indefinite period of time and may be reported to the police.
18. The use of alcohol at the Cemetery (other than in the observance of religious practises and with the prior approval of the Cemetery) is strictly prohibited and anyone found to be intoxicated and or acting in a disorderly manner will at the absolute discretion of the Cemetery be required to leave the Cemetery forthwith thereafter and may further be banned from the Cemetery for a given or indefinite period of time.
19. The taking of photographs, video or recordings and the singing, playing of any radio and or musical instruments is strictly forbidden unless agreed in writing beforehand with the Cemetery.
20. Cycling, skating (including skateboarding), lighting of fireworks and or the playing of games are not permitted within the Cemetery.

21. The release of lanterns and balloons or other articles that are not environmentally friendly and or may constitute a fire or other hazard is prohibited at the Cemetery.
22. The Cemetery and its staff have the full power to exclude anyone from the Cemetery that they deem fit to exclude at the absolute discretion and are authorised to request assistance from the Police to physically remove anyone from the Cemetery who refuses to leave.
23. Children (persons under 16 years of age) are not permitted into the Cemetery unless accompanied by a responsible adult and must be supervised at all times.
24. Dogs (other than guide dogs) and or other pets of any kind are prohibited from the Cemetery.
25. All rubbish must be placed in the receptacles provided for that purpose or removed from the Cemetery completely. No household rubbish may be brought or left at the Cemetery.
26. Dumping is strictly prohibited and those responsible for any such dumping will be prosecuted.
27. Motor or other vehicles of any kind:
  - (1) are not permitted in the Cemetery without prior approval and may not be parked in a way as to obstruct the use of the driveways within the Cemetery;
  - (2) drivers must obey any directions given by the Cemetery staff with regard to use of the vehicle within the Cemetery, including parking;
  - (3) where in the Cemetery without prior authority may be removed at the absolute discretion of the Cemetery without liability for any loss and or damage resulting from that removal.

#### **E. Right to Bury in a Grave**

28. A right to a burial in one private earth grave for one or two interments (Burial Right) can only be purchased from the Cemetery and is available to be purchased, subject to availability, by anyone not below the age of 18 years, not being a corporate entity, on payment of the appropriate Cemetery fees as published from time to time.
29. A Burial Right is for a term of 50 years from the date of purchase (the Term). Extensions to the Term of a further 25 years or 50 years can be purchased on payment of the appropriate fee as published by the Cemetery from time to time.
30. The Burial Right is exclusive of any additional services and confers no other rights or privileges.
31. The Burial Right must be exercised within 3 months of purchase. A reservation fee, as published by the Cemetery from time to time, is payable where the Burial Right is to be exercised after 3 months from the date of purchase.
32. Any grave opening requested 3 months after the purchase of a Burial Right shall be deemed to be a re-opening for the purposes of the grave opening fee, as published by the Cemetery from time to time
33. The Burial Right may be transferred with the consent of the Cemetery:
  - (1) to another person subject to the transferor providing to the Cemetery an executed deed of assignment/transfer of the Right; or
  - (2) a signed and dated letter from the transferor addressed to the Cemetery Superintendent giving consent to the transfer and providing details of the name and address of the transferee at least 48 hours before any interment relating to that Right; or
  - (3) pursuant to a grant of Probate or letters of administration; and
- (4) payment of the Cemetery's registration fee as published from time to time.
34. The registration by the Cemetery of any transfer of ownership of a Burial Right is not evidence of acceptance by the Cemetery of the validity of the transfer which is a matter between the transferor and the transferee.

#### **F. Interments**

35. Each deceased, whether adult or child, brought into the Cemetery for Interment must be contained in a suitable coffin, casket or shroud and bear adequate particulars of the identity of the deceased within.
36. Interment of animals and or animal ashes at the Cemetery is prohibited.
37. The Registrar's Certificate for Disposal or the Coroner's Order for Burial must be produced to the Cemetery in good time before the interment can take place.
38. Where the Burial Right was acquired prior to the 4th January 2020 the grave owner must obtain prior approval from the Cemetery in respect of the location to be used for the interment.
39. The Cemetery must be notified prior to any interment and in good time to make appropriate provisions (if possible) if the deceased died of an infectious disease.
40. All applications for burials must be made to the Cemetery during the Cemetery's working hours set out in condition 3 above, other than in exceptional circumstances or for genuine religious reasons at least 48 hours prior to the date of the intended interment. Applications for burial must be made using the 'Order for Interment' form available for download on the Cemeteries web site or at the Cemetery or at the Offices of Demetriou & English.
41. The Deed evidencing the Burial Right must be produced to the Cemetery at least 24 hours before any interment takes place.
42. No grave may be opened for interment without the written consent of the owner of the Burial Right (the grave owner) except for the interment of the grave owner.
43. No grave shall be opened at the Cemetery other than by the Cemetery or persons contracted to the Cemetery.
44. The Cemetery's interment fee as published from time to time must be paid at the time of booking the interment.
45. A memorial erected on a grave that requires removal prior any interments taking place will be subject to the Cemetery's removal and replacement fees at the time of burial as published from time to time.
46. The Cemetery's interment fees are based on a grave no more than 2' 6" (720 mm) wide and 6' 6" (1980 mm) in length. Any grave of greater dimensions (i.e Casket) must be notified to the Cemetery and will be subject to an additional fee to be advised and to be paid at the time of booking of the interment.
47. In order to allow Cemetery staff to end their working day, interments cannot take place after 3 pm Monday to Friday other than in exceptional circumstances at the absolute discretion of the Cemetery and where such an interment is permitted the cost of the interment shall be at the Cemetery's week-end rate as published from time to time.
48. The Cemetery will not be held responsible or liable for any delay or incident which may occur as a result of a failure to advise the Cemetery of the requirement of a non-standard grave and or of any error or consequence which may arise by reason of any inaccuracies and or late receipt of any notice of interment and or acceptance of orders and instructions by telephone.
49. The Cemetery should be advised of any special tributes and

or personal items that the families wish to keep following an interment otherwise these will be removed and disposed of.

#### **G. Grave Care**

50. It is the responsibility of the grave owner to put and keep the grave and any memorial and or head stones and or other features thereon in a good standard of repair and condition and to maintain and keep it clean and tidy at all times.
51. The Cemetery will for an annual fee, as published from time to time (currently at £120 per annum) payable in advance:
  - (1) inspect the grave once a week and where necessary brush it down and remove any waste and debris; and
  - (2) on every fourth week wash down any memorial or other stone on the grave.
52. No trees, shrubs or bushes or plants that may grow more than 2" feet (61 cm) may be planted on and around any grave. Flowers and other plants (not otherwise excluded in this condition) may be planted within the grave surround or dimensions of the grave as specified in condition 46 above where there is no surround.
53. No wreaths and or flowers shall be left on any grave for more than two weeks.
54. The installation of benches, paving slabs, shingle, pots or unauthorised memorials, or other items, leading to an around the grave or anywhere else in the Cemetery is prohibited.
55. The Cemetery reserves the right at all times to place spoil from excavated graves on any adjacent plots for the purpose of burial or exhumation and shall reinstate the affected area following such burial or exhumation.
56. Temporary surrounds covering the grave (subject to those surrounds being no larger than the dimensions noted in condition 46 above are allowed but must be removed by the grave owner prior to the installation of any memorial and or head stone. Where any temporary surrounds restrict the routine maintenance and care of the Cemetery they may be removed by the Cemetery, at its absolute discretion. Permanent surrounds must be made of stone (but not soft stone) or marble. The use of plastic, wire or wood or other material that deteriorates and or breaks within a short period of time as a permanent surround is prohibited.

#### **H. Memorials & Headstones**

57. Where landings, foundations, memorials and headstones are not supplied and fixed by the Cemetery, prior written approval must be obtained from the Cemetery for any such landings, foundations, memorials, fixing, and an accredited external stone mason to be used. Unauthorised installations will be removed at the grave owner's expense.
58. Memorials must not exceed 2' 6" (760mm) in width, 6' 6" (1980mm) in length and 4' (1220mm) in height. They must be affixed to a secure landing with adequate foundations and must comply with Code of Practice and Standard Specification of the National Association of Monumental Masons and confirm to British Standard 8415/2018 and must be inscribed with the appropriate grave number
59. The Cemetery recommends that Memorials should not be erected within the first 12 months from the date of the burial and where time allows for a longer period to allow the ground to settle. The Cemetery will not be responsible for any subsidence of heave and or the levelling of any memorial and or headstone.
60. Periodic inspections will be undertaken by the Cemetery and is entitled to demand from the grave owner that any memorial and or gravestone that is deemed to be dangerous and insecure be made good.

#### **I. General**

61. Cemetery fees are displayed at the Cemetery office, the offices of Demetriou & English and are further available on the Cemetery's website at [www.tottenhamparkcemetery.co.uk](http://www.tottenhamparkcemetery.co.uk).
62. The sale of goods, services, plants or other articles, and or the soliciting of orders or repairs of memorials or for work connected with graves is strictly prohibited within the grounds of the Cemetery.
63. No person may ply for hire or solicit for business within the Cemetery.
64. Interred remains may be not be exhumed or removed from any part of any Cemetery without an appropriate Home Office Licence and where the interment is in an area of a Cemetery designated as Consecrated, a Faculty from the Diocese must also be obtained. An exhumation must be carried out in accordance with the conditions set out in the Licence or Faculty and when the Cemetery is closed to the public.
65. All Cemetery fees, as published from time to time, relating to the grave digging and memorial removal must be paid prior to the exhumation.
66. The Cemetery is entitled on a breach of any of the terms and conditions herein to demand from the grave owner that the breach be rectified within 14 days (or less where issues of safety are involved) and where the grave owner fails to rectify that breach or cannot be contacted because the grave owner has left insufficient contact details the Cemetery can, at its absolute discretion, rectify the breach at the grave owner's costs, including the removal and disposal of any unauthorised and or unsafe installation.
67. Where the Cemetery is required to consider granting consent, registering any transfer or other details, carrying out any searches, etc., an administration fee may be chargeable as published from time to time or where there is no fixed fee an estimate of that fee can be obtained from the Cemetery on request.
68. The grave owner shall be responsible for his or her guests at the Cemetery.
69. Users are reminded that the Cemetery is opened to the elements. In addition the Cemetery is open to the public, who are able to circulate around the grounds without supervision. In those circumstances and to the extent not prohibited by Law, the Cemetery cannot accept liability for any theft, loss, damage and or personal injury at the Cemetery, including but not limited to any damage occasioned to any memorials, headstones or other features at the graveside. Users are requested to notify the Cemetery of anything suspicious and or of concern at the Cemetery via its email: [info@tottenhamparkcemetery.co.uk](mailto:info@tottenhamparkcemetery.co.uk).
70. The Cemetery abides by the Data Protection Act 1998 and the during the transition period between the UK and the EU's General Data Protection Regulations in respect of your personal data and how it is retained and processed by us. A copy of our Data Protection Policy is available on line at [www.tottenhamparkcemetery.co.uk](http://www.tottenhamparkcemetery.co.uk).
71. The Cemetery reserves the right to make any alterations and additions to the Term and Conditions of the Cemetery at its discretion.