



## Tottenham Park CEMETERY

### Terms, Conditions and Regulations of the Tottenham Park Cemetery

**The Cemetery is private property and not a public space. Anyone entering the Cemetery must abide and is bound by the terms, conditions and regulations set out below**

#### **A: Definitions**

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 or 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.

#### **B: Opening Hours**

2. The Cemetery is open to the public between 8am and 6pm every day.
3. The Cemetery working hours are 9am to 5pm 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 including (but not limited) to the safeguarding of health and safety and or necessary for the Cemetery's operation.

#### **C: 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 attendance at the Cemetery, interaction between and or Cemetery Staff, 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 website at [www.tottenhamparkcemetery.co.uk](http://www.tottenhamparkcemetery.co.uk) or obtained from the Cemetery.

#### **D: Privileged Membership**

7. Users of the Cemetery can register for an annual fee (currently £45) 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.

#### **E: 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. The Cemetery dates back to 1912 and it is not unusual for such older cemeteries where trees may have been uprooted, soil eroded, bad weather, etc., for remains to be disturbed and even for human bones to appear on or near the surface. The previous owners of the Cemetery also faced a number of allegations relating to the way they handled graves and failing to properly care for remains. The Cemetery under this new ownership in consultation with the Ministry of Justice has embarked on a substantive restoration, improvement, clearance and tree cutting program. Users of the Cemetery are requested to report to the recently constructed General Office (located near the entrance) of any remains that they may identify at the Cemetery and their location. Users must not disturb the remains but to leave them in situ so that Staff can fully investigate and if possible, identify where those remains came from, and to ensure that the bones are properly reinterred. Once a person has been buried it is unlawful to disturb or remove the body without lawful authority. Any User found to have removed any remains without lawful authority will be reported to the police and may be banned from the Cemetery for a given or indefinite period of time.

16. 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 driveway and paths available at the Cemetery; and
  - (4) ensure that they do not disturb the graves and memorial stones.
17. Where the Cemetery has granted express written license for the use of such recording devices there is no express and or implied authority to photograph and or record any Staff and or Users at the Cemetery, whose privacy must be respected, and consent must be obtained for the taking of any image of any Staff and or Users from those Staff and or Users.
18. Privileged Members 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.
19. The Cemetery will not tolerate any conduct it views (and whose decision shall be binding) as an:
  - (1) assault;
  - (2) abuse;
  - (3) threat;
  - (4) nuisance;
  - (5) harassment;
  - (6) disrespect;

towards the Cemetery staff and or other Users. 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.
20. The use of alcohol at the Cemetery (other than in the observance of religious practices 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.
21. 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. The Cemetery reserves the right at its absolute discretion, and the Users (by entering the Cemetery) consent to, the seizure and destruction of any photographic, video and or other such recording devices whether or not used and or the recordings.
22. Cycling, skating (including skateboarding), lighting of fireworks and or the playing of games are not permitted within the Cemetery.
23. 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.
24. The Cemetery and its staff have the full power to exclude anyone from the Cemetery that they deem fit to exclude at their absolute discretion and are authorised to request assistance from the Police to physically remove anyone from the Cemetery who refuses to leave.
25. 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.
26. Dogs (other than guide dogs) and or other pets of any kind are prohibited from the Cemetery.
27. 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.
28. Dumping is strictly prohibited and those responsible for any such dumping will be prosecuted.
29. Motor or other vehicles of any kind 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.
30. Drivers must obey any directions given by the Staff with regard to use of the vehicle they are using within the Cemetery, including parking.
31. Any vehicle 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.

#### **F: Right to Bury in a Grave**

32. 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.
33. A receipt issued by the Cemetery for the full payment of the purchase of a Burial Right constitutes evidence of that right in the grave identified in the receipt and whether it is an entitlement for one or two interments.
34. A Burial Right is for a term of 50 years from the date of purchase (the Term). Extensions to the Term of a further 50 years or 99 years can be purchased on payment of the appropriate fee as published by the Cemetery from time to time.
35. The Burial Right is exclusive of any additional services and confers no other rights or privileges.
36. 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.
37. 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.
38. 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 payment of the Cemetery's registration fee as published time to time.
- (4) where an exhumation takes place during the term; the Burial Rights will be reverted back to the Cemetery

39. 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.

**G: Interments**

- 40. 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
- 41. Interment of animals and or animal ashes at the Cemetery is prohibited.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. All applications for burials must be made to the Cemetery during the Cemetery's working hours set out in condition 3 above at least 48 hours prior to the date of the intended interment. Unless otherwise expressly agreed in writing with the Cemetery, at the Cemetery's absolute discretion where it considers there to be exceptional circumstances or for genuine religious reasons for the late application.
- 46. Applications for burial must be made using the 'Order for Interment' form available for download on the Cemeteries website or at the Cemetery properly and fully completed, signed and dated. No interment can take place where there has been a failure to deliver a properly complete the Order for Interment.
- 47. The fully paid receipt for the purchase of the Burial Right or an existing Deed evidencing a right to bury at a particular plot or location at the Cemetery must be produced to the Cemetery not less than 24 hours before any interment takes place.
- 48. 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.
- 49. By reason of the history of mismanagement and abuse of the Cemetery by its previous owners and other parties having rights of burial at the Cemetery, to accord with the recommendations of the Ministry of Justice in relation to the risk of disturbance of existing graves and for the benefit of the Cemetery and all its users, including the holders of burial rights, no grave shall be opened at the Cemetery other than by the Cemetery or persons contracted to the Cemetery until further notice.
- 50. Subject to condition 51 below, the Cemetery's interment fee as published from time to time must be paid at the time of booking of and prior to the interment.
- 51. Where a party seeks an interment and has the benefit of pre-existing burial rights (the burial right owner), which provide, that:
  - (1) an obligation to abide by the terms and conditions of the Cemetery (i.e. the Cemetery's regulations); and
  - (2) entitles the burial right owner the right to dig the grave relating to that right where the original grantor of the burial right is no longer able to dig the grave; and
  - (3) if the Cemetery is unable to open the grave within a reasonable period of request by the burial right owner so as to allow burial in accordance with the religion of the deceased being interned, the burial right owner shall have the right dig the grave under the terms of those burial rights.

The Cemetery acknowledges the possible conflict between its terms and conditions and those pre-existing burial rights and for the avoidance of doubt confirms that in relation to the burial rights owner:

- (4) the Cemetery's interment fee must be a reasonable sum for the Cemetery to charge for digging a grave in accordance with the deceased's religion at the Cemetery;
- (5) if the Cemetery is unable to open the grave within a reasonable period of request by the burial right owner to allow burial in accordance with the religion of the deceased being interned, the burial right owner shall have the right to dig the grave themselves under the terms of those burial rights under the Supervision of the Cemetery, in compliance with the terms and conditions of the Cemetery and in compliance with all statutes and regulations applicable to the opening of graves; and
- (6) in the event of a dispute between the burial rights owner and the Cemetery as to whether its interment fee is reasonable for the Cemetery to charge for digging a grave in accordance with the deceased's religion at the Cemetery (the Dispute) and the Dispute cannot be amicably resolved within 21 days of the interment between the burial right owner and the Cemetery, the burial right owner may apply on the expiry of the said 21 days, but no later than 14 days after that date (in respect of which time shall be of the essence), for the Dispute to be determined pursuant to the following provisions: -
  - (a) the Party and the Cemetery shall agree an independent surveyor (hereinafter called for the purposes of these provisions "the Surveyor") who shall be a chartered surveyor experienced in the management and valuation of cemeteries to determine the Dispute and in default of such agreement shall be appointed by the President or in his absence the Vice President for the time being of the Royal Institution of Chartered Surveyors or the person designated by such institution for such purpose on the application of the Party;
  - (b) The Surveyor shall act as an Arbitrator under the Arbitration Act 1996 unless the Cemetery within 10 working days of his appointment directs that he shall act as an expert when the following provisions of this paragraph 51(6)(b) shall apply:
    - (i) Notice in writing of his appointment shall be given by the Surveyor to the burial right owner and the Cemetery and he shall invite each to submit within a specified period (which shall not exceed 4 weeks) a valuation accompanied if desired by a Statement of Reasons.
    - (ii) The Surveyor shall act as an expert valuer whose decision shall be final and binding on the burial right owner and the Cemetery provided that the Surveyor shall before making his decision take account of any representation made to him in writing by or on behalf of either the burial right owner and or the Cemetery, but the number of such representations may be limited by the Surveyor at his discretion.

- (iii) The Surveyor shall give notice in writing of his decision to the burial right owner and to the Cemetery within two months of his appointment or within such extended period as may be reasonable.
  - (iv) If the Surveyor shall fail to determine the Dispute and give notice thereof within the time and in the manner provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties the burial right owner and or the Cemetery may apply to the said President or Vice President or appropriate for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.
  - (v) If the determination of the Dispute shall not have been agreed or determined (whether or not negotiations shall have commenced) the burial right owner shall continue to pay Cemetery's published interment fee until the Dispute shall have been agreed or determined and thereafter the burial right owner or the Cemetery shall pay to the other an amount equal to the difference between the interment fee paid and the interment fee agreed or determined by the Surveyor.
  - (vi) The fees of the Surveyor shall be shared as the Surveyor shall determine.
- (7) Where the burial right owner does not refer the Dispute to arbitration within the time provided by paragraph 51(6) the Cemetery's interment fee shall be deemed to be reasonable for the Cemetery to charge for digging a grave in accordance with the deceased's religion at the Cemetery.
- (8) The burial right owner shall not be entitled to refer the Dispute to arbitration more than once in every 4 years from the date of any previous determination of the Dispute by agreement or pursuant to paragraph 51(6) or from the previous interment fee which was not referred to arbitration.
- (9) For the avoidance of doubt:
- (a) paragraph 51(6) shall not apply to the Dispute where it is already in issue in legal proceedings existing at the time that these regulations were notified to the parties in such legal proceedings and published; and
  - (b) the Cemetery, without prejudice to the burial rights owner entitlement to raise the Dispute, considers its current interment fees, which are the same for all users of the Cemetery, are reasonable for the Cemetery to charge for digging a grave in accordance with the deceased's religion at the Cemetery.
52. 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.
53. The Cemetery's interment fees are based on a grave no more than 2' 6" (720mm) wide and 6' 6" (1980mm) 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.
54. In order to allow Cemetery staff to end their working day and to undertake the necessary work required by the end of that working day, interments cannot take place after 3pm Monday to Friday, other than in what the Cemetery considers (at its absolute discretion) exceptional circumstances or genuine religious reasons, 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.
55. 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 and or act of God.
56. 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 48 hours after the interment.

#### **H: Grave Care**

57. 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.
58. The Cemetery will for an annual fee, as published from time to time (currently at £175 per annum) payable in advance:
- (1) inspect the grave and where necessary brush it down and remove any waste and debris; and
  - (2) wash down any memorial or other stone on the grave
59. No trees, shrubs or bushes or plants that may grow more than 2" feet (61cm) 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.
60. No wreaths and or flowers shall be left on any grave for more than two weeks.
61. The installation of benches, paving slabs, shingle, pots, memorials, and or other items, leading to and around the grave or anywhere else in the Cemetery, not authorised by the Cemetery (whose discretion shall be absolute) in writing, is strictly prohibited.
62. The Cemetery reserves the right at all times to place soil 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.
63. Suitable temporary surrounds covering the grave (subject to those surrounds being no larger than the dimensions noted in condition 51 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, metal, brick, wire or wood or other material that deteriorates within a short period of time as a permanent surround is prohibited.

#### **I: Memorials & Headstones**

64. 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.

65. Memorials must not exceed 2' 6" (760mm) in width, 6' (1830mm) in length and 4' (1220mm) in height and 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.
66. The Cemetery recommends that Memorials should not be erected within the first 12 months from the date of the burial and where required to allow for a longer period to allow the ground to settle following interment. The Cemetery will not be responsible at any time for any subsidence, heave and or the levelling of any memorial and or headstone.
67. The Cemetery reserves the right to relocate any landing, memorial and or headstone to facilitate any adjacent and or nearby interment and or to safeguard the Cemetery Staff and the Users and to return that landing, memorial and or headstone when appropriate to do so.
68. Periodic inspections will be undertaken by the Cemetery and the Cemetery 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.

**J: General**

69. Cemetery fees are displayed at the Cemetery office and are further available on the Cemetery's website at [www.tottenhamparkcemetary.co.uk](http://www.tottenhamparkcemetary.co.uk);
70. Current Term, Conditions and Regulations of the Cemetery can be downloaded from the Cemetery's Website at [www.tottenhamparkcemetary.co.uk](http://www.tottenhamparkcemetary.co.uk) and or can be inspected at the Cemetery's General Office
71. 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.
72. No person may ply for hire or solicit for business within the Cemetery.
73. Interred remains may not be exhumed and or removed from any part of any Cemetery without an appropriate Home Office License and where the interment is in an area of a Cemetery designate as Consecrated, a Faculty from the Diocese must also be obtained. A grave opening for the purpose of an exhumation and or removal can only be carried out by the Cemetery. Such exhumation and or removal must be carried out in accordance with the conditions set out in the License and or Faculty and when the Cemetery is closed to the public. All exhumations and or removals, whether of a whole or part of any deceased remains, must be carried out by prior appointment and in the presence of an appointed Cemetery Staff. A fee, payable in advance, will apply for any request to the Cemetery the reopening of any grave and for the observation of any exhumation and or removal by the appointed Cemetery Staff.
74. All Cemetery fees, as published from time to time, relating to the grave digging memorial removal and observation must be paid prior to the exhumation.
75. The Cemetery is entitled on a breach of any of the terms, conditions and or regulations 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.
76. 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.
77. The grave owner shall be responsible for his or her guests at the Cemetery.
78. Users are reminded that the Cemetery is open to the elements and to other Users, who can 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@tottenhamparkcemetary.co.uk](mailto:info@tottenhamparkcemetary.co.uk).
79. The Cemetery abides by the Data Protection Act 1998 and the during the transition period between the UK and the EU's General Date 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 online at [www.tottenhamparkcemetary.co.uk](http://www.tottenhamparkcemetary.co.uk)
80. The Cemetery reserves the right to make from time to time any alterations and additions to the Term, Conditions and Regulations at its absolute discretion.