



## **Northumberland Woodland Burial & Crematorium**

### **Terms & Conditions**

#### **1. Application Form**

- By submitting the application form or notice of burial you are agreeing to purchase the Exclusive Right of Burial from us, subject to these terms. To receive a Grant of Exclusive Right of Burial, you must pay for it in full in accordance with these terms.

#### **2. Issue of Certificate**

- Once you have paid for the Exclusive Right of Burial, we will issue you with the Grant of Exclusive Right Certificate. If you lose or destroy the Certificate, you must notify us in writing and we will issue you with a duplicate.

#### **3. Transferring the Exclusive Right**

- When a grave is purchased it is the rights to the grave that is leased, rather than the land itself. This means that the grave owner doesn't own the land, but does own the rights to say who can be buried in the grave and the wording of any memorial.
- Grave rights are needed to use the grave to install / change any memorial. The rights last for the time of the lease.
- Grave rights can be transferred and new owners (deed holders) can be added with the grave owner's permission.
- If a grave owner has died a transfer will need to be completed before anything further can happen to the grave (such as a new memorial)
- To complete any transfer, we need to prepare legal documents and a fee is payable.

#### **4. When a grave owner dies;**

- If the grave owner left a will; The executor(s) will be the one eligible to take over the rights to the grave. We will need to see a copy of the will to confirm this.
- If probate was obtained; The Executor(s) will be the one eligible to take over the rights to the grave. We will need to see the original, sealed copy of the grant of probate to confirm this.
- If letters of administration were obtained; The Administrator(s) will be the one to take over the rights to the grave, we will need to see the original, sealed copy of the letters of administration to confirm this.
- If no will was left; we would need the names and addresses of the lawful next-of-kin of the grave owner, as they are entitled to take on the rights. Next of kin is the nearest surviving relative(s) and based on the following order of priority:

1. Husband / Wife or Civil Partner
  2. Direct descendants (children, grandchildren including adopted children but not step-children)
  3. Parents
  4. Siblings
- Details can be provided using the Notice of Burial form.

#### **5. Cancellations and Refunds**

- 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) return your Certificate (or any duplicate) to us. We will not be able to refund otherwise. We will refund all monies less a cancellation fee of £150 (or as applicable at the time of cancellation).

**Northumberland Woodland Burial & Crematorium**

Bockenfield Wood

Felton

Northumberland

NE65 9QJ

**Tel.** 01670 708 479

**Email.** [info@northumberlandwoodlandburial.co.uk](mailto:info@northumberlandwoodlandburial.co.uk)  
[info@northumberlandcrematorium.co.uk](mailto:info@northumberlandcrematorium.co.uk)

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- After this period, you may cancel your Exclusive Right of Burial, only under exceptional circumstances (e.g. moving abroad or far away). In this instance, the same terms apply as above.
- Following your death, your representatives cannot cancel the Exclusive Right of Burial, nor can the Exclusive Right of Burial be canceled after the death of the Grantee / Deed holder. No monies under these circumstances will be refunded. It is therefore important that your relatives/representatives are made aware of your arrangements.
- Exclusive Right 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 Right of Burial or payment, please write to us at our office address, found below. We will acknowledge your complaint within 5 working days and then endeavour to resolve the complaint within a further 28 days.

#### **7. Provision of the Right of Burial**

- For the avoidance of doubt, we are under no obligation to give any refund should you or your Representatives decide not to receive the Burial Right to which you are entitled.
- We are not obliged to provide any Exclusive Right of Burial until the Price is fully paid. Accordingly, after death, the relevant representatives must supply:
  - the Applicant's or Grantee's 'Registrar or Coroner's Authority to Bury' Certificate and
  - surrender the Certificate (or a certified duplicate Certificate) to us at our office address as proof of payment and
  - pay the Burial Interment Fee before any Right of Burial is provided.

#### **8. Notifying us**

- You or your representatives must notify us in writing to our registered address or by email to [info@northumberlandwoodlandburial.co.uk](mailto:info@northumberlandwoodlandburial.co.uk) before interment takes place. We must have at least three working days' notice in advance of the interment.

#### **9. Responsibility for Claims**

- Please note that it is the sole responsibility of you or your representatives to claim the Right of Burial.

#### **10. Conditions Relating to the Grave**

- 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. Digital mapping will record exact location of each grave and any reserved plots linked to existing graves.
- Northumberland Woodland Burial and Crematorium shall be primarily managed for the benefit of the wildlife will therefor manage and maintain the site in such a manner as to promote natural flora & fauna.

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## 11. Grave Decoration & Memorials

- No plastic labeling or wrapping is permitted on floral tributes. No artificial flowers are to be laid at any plot. Lights, plastic bird feeders or any other grave decoration is not permitted.
- No items are to be suspended or hung on any tree.
- We encourage the use of biodegradable floral tributes, with little or no use of oasis.
- No kerbing or edging is permitted around plots.
- Except for memorials supplied / approved by Northumberland Woodland Burial & Crematorium, no other memorials, mementos, kerbs, vases, artificial wreaths, or other forms of memorial or marker will be permitted.
- We reserve the right to remove any excessive and or harmful grave decoration placed at any grave.
- We will remove floral wreaths and tributes and compost these as well as dispose of any artificial materials responsibly once the flowers have wilted.
- Spelling must be checked prior to sending a memorial order form, any mistakes as a result of incorrect spelling cannot be rectified afterwards.
- Any special recommendations or additional personalisation may incur an additional cost.

## 12. Notice of Interment

- Notice of Interment must be given on our Notice of Burial 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 Notice at least three clear working days before the date of interment.
- All charges and fees connected with the interment shall accompany the Notice of Interment.
- The price of interment does not include any memorials or tree planting. Individuals buying a pre-purchase plot must appreciate that if their plot is not occupied for many years, their neighbour's 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 area for the tree will be offered.

## 13. Grave Digging

- For reasons of health and safety, only the Nominated Grave Digger shall dig graves. The Exclusive Right of Burial will not cover any charges imposed for digging and back-filling the grave by the Nominated Grave Digger. This fee is charged separately and must be paid by you or your representatives in the form of the Interment Fee.

## 14. Lease terms

- All memorial plots located at an existing woodland tree are subject to a 10 year lease.
- Renewal of the agreed lease can be done in 5 year increments.
- Each leased tree includes a slate or sandstone memorial plaque.
- Payment of the fee for a Woodland ashes memorial plot is not for purchase of the tree, but for a lease term at which the purchased plaque can be laid and ashes to be scattered at the base of the tree above ground level.
- No burial of ashes is permitted. Ashes are permitted to be scattered or dispersed above ground level around the base of the chosen leased tree.
- Memorial plaques are to be laid flush to the ground.

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- To scatter additional ashes at the leased plot, applicants must complete an ashes scatter form and are subject to a witness scatter fee.
- Only the applicant may permit additional permanent memorials to be laid at the leased plot.
- We reserve the right to trim and prune any tree which requires management for the wellbeing of the natural surroundings, wildlife and other trees.
- We are not liable to replace any trees damaged by storm weather or any other natural occurring event.
- 30 working days prior to the expiry of the lease, we will issue a reminder in writing to your last known address inviting you to renew the term. It is important that you notify us of any change of address.
- If we do not hear from you 14 days prior to your lease expiry we will write to you again. If we are given no instruction to renew and here nothing from you, 14 days after the expiry of the lease term, the memorial plaque will be removed and retained for a period of 3 months. After which time it will be disposed of responsibly and the plot may be leased to another person.

#### **15. Unclaimed Right of Burial**

- If the Exclusive Right of Burial has 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 Right 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 Right of Burial and we may, at our discretion, cancel the Exclusive Right of Burial and may retain the monies.
- It is important that you notify us of change of address whilst you are a named deed holder of an Exclusive Right.

#### **16. 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 Right of Burial and Burial Registration Fee.

#### **17. Miscellaneous**

- You enter Northumberland Woodland Burial & Crematorium at your own risk. We cannot accept any liability whatsoever for the loss or damage to any vehicle, its contents or your possessions save to the extent that it is proved to be caused by the negligence, or wilful default of us, our staff or agents.
- 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 may reasonable instructions from us which relate to the site.
- You and your representatives shall be responsible for all persons present at Northumberland Woodland Burial & Crematorium 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.

#### **18. 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.

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#### 19. General

- These Terms and Conditions, together with the payment and your Application Form / Notice of Burial, constitute the agreement between us and you regarding the Exclusive Right 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 Right of Burial whether fully paid, cancelled or redeemed.
- Northumberland Woodland Burial and Crematorium reserves the right to amend these terms and conditions at our discretion.

#### 20. 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 you and your representatives may sustain or suffer by or as a result of a breach of the Terms of this Contract.

#### 21. Data Protection

- We agree that in relation to the personal data we process in connection with the Agreement, such processing will be undertaken by us, our staff and our agents in accordance with the Data Protection Act 1998 and any subsequent and applicable data protection legislation.

#### 22. Address for Correspondence

- Northumberland Woodland Burial & Crematorium, Bockenfield Wood, Felton, Northumberland, NE65 9QJ

Site open hours; 7 days a week during daylight hours

Office hours Monday; Friday 8:30am - 4:30pm

Office number; 01670 708 479

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