

Archdiocese of St Andrews & Edinburgh
Charity No. SC008540

CEMETERY MANAGEMENT RULES

GENERAL

**MOUNT VERNON CEMETERY
49 MOUNT VERNON ROAD
EDINBURGH
EH16 6JG**

CEMETERY: 0131 623 8906 or 0131 664 3064

**MOUNT VERNON CEMETERY
GILLIS CENTRE
100 STRATHEARN ROAD
EDINBURGH
EH9 1BB**

HEAD OFFICE HELPLINE: 0131 623 8906

REVISED 3 OCTOBER 2024 DOCUMENT 1A GENERAL

**MANAGEMENT RESERVES THE RIGHT TO AMEND THESE RULES
FROM TIME TO TIME.**

INTERPRETATION

In these Management Rules the following expressions shall have the meanings hereby assigned to them, that is to say:-

1. Burial Ground (Cemetery) is defined as land that is used or intended to be used primarily for the burial of human remains and a fee is charged.
2. Burial Authority is the Archdiocese of St Andrew & Edinburgh who has responsibility for the management of the burial ground through the Burial Ground Manager.
3. Burial Ground Manager is authorised or appointed by the Burial Authority to run the day to day management of the Burial Ground.
4. The Burial Authority through the Burial Ground Manager issue Lair Certificates and maintain the Register of Lairs and Lair Holders within the Burial Ground.
5. "The Lair" is the piece of ground within the Burial Ground for which exclusive right of burial is granted by the Lair Certificate.

6. “The Lair Certificate” is the Certificate of Right of Burial (COFFINS) granted by the Burial Authority. Or the Certificate of Right of Interment of Ashes (ASHES PLOT) granted by the Burial Authority.
7. “The Lair Certificate” is the Certificate of Right only. The Lair Certificate does not constitute ownership of ground. Ownership of the actual ground (lair or plot) will always remain in the ownership of the Cemetery.
8. “The Lair Holder” is the individual (or in the case of (Trustees or Executors) the individuals in whose name the Lair Certificate is issued.
9. “The Register” means the Register of Lairs and Lair Holders retained by the Burial Authority.
10. “Test Dig” is a means of identifying depth availability within a lair (commonly referred to as a probe).

MANAGEMENT AND CONTROL OF CEMETERY

11. The overall responsibility for management and control of the Burial Ground is the Burial Authority or to such other officer authorised or appointed by the Burial Authority.
12. Within the Burial Ground visitors should confine themselves to paths and roadways where provided and should not interfere with headstones, monuments, ornaments, floral tributes or plant material relating to a Lair which he/she/they are not visiting.
13. Within the Burial Ground visitors must not uproot, destroy or damage in any way monuments, memorials, headstones, ornaments, vases, flowers, shrubs or trees. The Burial Ground authorised member of staff shall be entitled to require any person found:
 - (a) Having alcoholic liquor in his or her possession, “Alcoholic liquor” shall be as defined in the Licensing (Scotland) Act 1976 or in the legislation amending or repealing the same.
 - (b) Under or appearing to be under the influence of alcoholic liquor, drugs or toxic substances,
 - (c) Who misbehaves, conducts him or herself improperly or
 - (d) Who causes damage to all or any part of the Burial Ground
 - (e) No person will be allowed to enter or to be within the Burial Ground other than during permitted hours.

For any person failing to adhere to the above, that person or persons will be asked to leave forthwith and the incident will be reported to the Police.

14. Public Access Permitted Hours

Pedestrian Access

Monday to Sunday inclusive: 08.00 to 20.00 - 1 April to 30 September

Monday to Sunday inclusive: 08.00 to 16.00 - 1 November to 31 March

Vehicular Access

BY APPOINTMENT ONLY

When a funeral is taking place gates will be closed until such time the funeral cortege has vacated the Burial Ground. Visitors who are not officiating at the funeral will not be allowed to park in front of the main gates whilst the funeral is in progress. **GATES WILL REMAIN CLOSED OUTWITH BURIAL TIMES. ACCESS IS BY APPOINTMENT ONLY.**

15. Apart from those vehicles belonging to Employees of the Burial Authority, Undertakers, Monumental Masons, those officiating at a burial and those belonging to or authorised by the Burial Ground Manager appointed by the Burial Authority to carry out maintenance at the Burial Ground, only persons with a disability or elderly persons will be permitted vehicular access. All other vehicles must be parked out with the Burial Ground or, where applicable, confined to designated parking areas within the Burial Ground.
16. Visitors are not permitted to bring a dog into the Burial Ground (guide dogs only will be permitted) and kept on a leash.
17. Visitors (members of the public) are not permitted to enter the Burial Ground Yard. This is strictly prohibited on health and safety grounds. Only employees of the Burial Authority and those who have authority to carry out maintenance on plant and machinery and deliveries of goods shall have access.
18. Children under 12 years of age are not permitted to the Burial Ground unless accompanied by an adult.

EXCLUSIVE RIGHT OF BURIAL

19. The sale of a Lair Certificate for the Exclusive Right of Burial and / or Interment of Ashes can only be made by the Burial Authority through the Burial Ground Manager based at Gillis Centre, 100 Strathearn Road, Edinburgh EH9 1BB.

a) Any sale proposed by an Employee of the Burial Authority or any other person at the Burial Ground itself or at any other place, other than the person duly authorised or appointed by the Burial Authority based at the Curial office at Gillis Centre, who enters into negotiations regarding the sale of an exclusive right of burial for both coffin burials and ashes interments or an interment of ashes in an existing grave is strictly prohibited and must be reported to the Burial Ground Authority with immediate effect. This will be reported to the Police. All sales will be conducted through the Burial Ground Manager based at Gillis Centre.

20. The Burial Authority shall provide the Lair or Ashes Plot Holder with a Lair or Ashes Plot Certificate which describes the Lair or Ashes Plot and which, subject to these Management Rules makes available to the lair or ashes plot holder an exclusive right of burial in the lair or an exclusive right of interment of ashes in an ashes plot. The Burial Authority reserves the right from time to time to amend the rules therein and Lair or Ashes Plot Holders will be advised accordingly by Notices posted on Cemetery Notice Board or to apply to the Burial Ground Manager for any amendments post notification of the Management Rules.

21. The Burial Authority reserves the right to relocate the Lair or Ashes Plot Holder to another section and lair or ashes plot, if it is found, on opening the lair, that it is unsuitable. Lair or Ashes Plot Holder shall also have the exclusive right to have or permit that Lair or Ashes Plot registered in his/her/their name to be opened. Production of the Lair or Ashes Plot Certificate will be sufficient for each of these rights. Except in the case of Trustees or Executors only one person shall be registered as the Lair or Ashes Plot Holder. A Lair or Ashes Plot Holder shall not be entitled to sell an exclusive right of burial in a Lair or Ashes Plot. Other than as permitted by these Management Rules the Lair or Ashes Plot Holder shall not be entitled to transfer a Lair or Ashes Plot to a third party.

22. Lair Holders who sell an exclusive right of burial in a lair or sell a right of interment in an ashes plot without Burial Authority approval in writing and on presentation of the Certificate of Right of Burial or Right of Interment of Ashes will be deemed null and void. The third party will require to seek reimbursement from the original lair holder and the lair or ashes plot will be Declared Closed.

23. If an individual who is not named as Lair or Ashes Plot Holder and is not related to the Lair or Ashes Plot Holder, presents a Lair or Ashes Plot Certificate which has been gifted, or transferred or sold to that individual without Burial Authority permission, the Burial Authority reserves the right to withdraw the Lair Certificate.
24. If an individual presents a Certificate of Right which is not Registered in the Burial Authority Book of Registers, and the signatories are found not to be authorised by the Burial Authority, then until such time and on production of documentation which can be verified, the Certificate of Right will be deemed invalid.
25. Lair Holder with an Exclusive Right of Burial granted on or after 1 March 2016 shall have the right of burial in that lair for a period of 25 years beginning on the day which the right was granted as recorded in the register of rights. This period applies regardless of whether a burial is made in the lair to which the right applies during the 25 year period provided all charges are paid in full.
- a) Thereafter the Lair or Ashes Plot Holder will require renewing the Application for Exclusive Right of Burial or Right of Interment of Ashes on a ten yearly basis beginning on the day that the right was originally due to expire and a charge will be imposed (fee to be notified) for each renewal. This has the effect of allowing a right of burial to be extended every 10 years without limit provided all charges are paid in full.
 - b) The Burial Authority may refuse an application for an extension if it considers it reasonable to do so.
 - c) If the right of burial or right of interment of ashes is not extended:
If in a case when it is an Unused Lair or Unused Ashes Plot, the Burial Authority may sell the right of burial or right of interment of ashes in that lair or ashes plot, following notification to the Lair or Ashes Plot Holder, and a full refund for the original fee paid will be repaid to the Lair or Ashes Plot Holder or if the Lair or Ashes Plot Holder makes a request to keep the lair until such time when a coffin burial or interment of ashes takes place the Lair or Ashes Plot Holder will be requested to pay the renewal fee (minimal sum to be notified).
 - d) If in the case of Notification of Pending Extinguishment where a right of burial in a lair or ashes plot exists and the period of 25 years, or 10 years

on renewal, the Burial Authority will notify the Lair or Ashes Plot Holder, notice will be given at least 3 months before the date on which the right expires. The Lair or Ashes Plot Holder or rightful successor will be informed of the date on which the right will be extinguished, of the Lair or Ashes Plot Holder's right to apply for an extension and that the right will be extinguished if the Lair or Ashes Plot Holder does not apply for an extension of the right.

- e) If in a case where a burial or ashes interment has already been conducted, the Lair or Ashes Plot Holder on request for the lair or ashes plot to be reopened for a further burial or ashes interment will require to pay the charge for renewal (minimal sum to be notified).

26. In the event of a Lair or Ashes Plot Certificate being lost or unavailable the Burial Authority may, on application and after due enquiry and production of written evidence of relationship to the Lair or Ashes Plot Holder, issue a duplicate Lair or Ashes Plot Certificate, following completion of a Form of Indemnity (fee to be notified), in the name of the registered Lair or Ashes Plot Holder on such terms and conditions as the Burial Authority deem fit (Fee will be notified).

27. On the death of a Lair or Ashes Plot Holder and notwithstanding the place of domicile at his or her death, the right of succession to the Lair or Ashes Plot will be governed by the Law of Scotland. The Lair or Ashes Plot is capable of bequest but if more than one beneficiary is entitled to claim it under the Will, the Executors appointed thereunder or, in the absence of any Executors, the beneficiaries, shall nominate one of the beneficiaries to be the Lair or Ashes Plot Holder within 28 days or at least as soon as practicable the name and address of the nominated beneficiary shall be intimated in writing to the Burial Authority who will then issue a Lair or Ashes Plot Certificate in the name of the beneficiary (fee to be notified).

28. If the Lair or Ashes Plot Holder dies intestate, the Lair or Ashes Plot will form part of his or her estate and will fall to such beneficiary entitled to it under the Succession (Scotland) Act 1964, as amended and any legislation amending, repealing or replacing the same.

29. Other than on death of the Lair or Ashes Plot Holder a transfer of the Lair or Ashes Plot can be made only by Application from the Lair or Ashes Plot Holder to the Burial Authority. The Burial Authority will, if satisfied as regards entitlement, make the appropriate entry in the Register and then issue a new Lair or Ashes Plot Certificate to whoever is to be the new Lair

or Ashes Plot Holder. The new Lair or Ashes Plot Holder will not have any right or interest in the Lair or Ashes Plot until (a) satisfactory evidence of entitlement is exhibited to the Burial Authority and (b) all purchase and burial dues in relation to the Lair or Ashes Plot have been paid and c) a new Lair or Ashes Plot Certificate will be issued (fee to be notified).

30. For any burial within a Lair or Ashes Plot the individual instructing it shall be personally liable for all burial dues and fees.

31. If an individual presents a Certificate of Right which is not registered in the Burial Authority Book of Registers, and if identified that the signatories are not recognised by the Burial Authority, the Certificate of Right will be deemed invalid.

NOTICE OF BURIAL

32. Arrangements for burials can be made during normal office hours by contacting the Burial Ground Manager at Gillis Centre. Arrangements out with normal office hours and on public holidays shall be as agreed from time to time in consultation with local Funeral Directors.

a) All burials and interments of ashes must be authorised by the Burial Ground Manager in charge prior to funeral arrangements being publicly announced. Otherwise the Burial Authority shall have no responsibility for costs incurred as a consequence of any changes having to be made. No provisional booking for the day of burial will be taken until the Burial Authority, through the Burial Ground Manager, is in receipt of satisfactory evidence of title to the Lair and the required Registration of Death prior to accepting the coffin burial or interment of ashes.

b) No burial shall take place out with normal office hours except in the case of urgency and then only with the consent of the Burial Ground Manager appointed by the Burial Authority. Requests for burial received within the same hour will be given effect to in the order in which they are received.

c) Notice of a burial, whether of coffin or of cremated remains, must be given to the Burial Ground Manager on a form specified by or approved by the Burial Authority allowing not less than five clear working days between the receipt of the notification following the production of satisfactory evidence of title to the Lair and the burial. If the Burial Ground Manager deems the Lair is full and the Lair Holder wishes further examination on availability of space to determine whether the burial can be accommodated, then a charge is imposed (fee to be notified).

- d) On the request of an examination on availability of space (Test Dig) and if the Lair states full or already holds 2 interments or more and the Lair Holder requests the Lair to be opened to accommodate a further burial then, on the permission of the Lair Holder, a Test Dig (probe) will be carried out and a charge will be imposed immaterial of whether the required depth can be achieved to accommodate a further coffin burial or otherwise (fee to be notified).
- e) If the applicant wishes to choose a new Lair (depending on availability) then three clear working days will elapse from the date and time of choosing the Lair to the necessary order for digging the grave. A Saturday may count as a working day on a weekend of a public holiday, but not otherwise. A charge will be made as determined from time to time by the Burial Authority which will then be issued once the funeral arrangements are confirmed and once a burial instruction form has been received.
- f) No booking for a coffin burial will be accepted unless form F14 (Registration of Death) has been received from the Funeral Director.
- g) No booking for an interment of ashes will be accepted unless the original Cremation Certificate has been submitted prior the interment taking place.
- h) Coffins and ashes caskets should be clearly identifiable by having a nameplate or similar attached clearly identifying the name of the deceased and date of death.
- i) An application for the burial of cremated remains must be made to the Burial Ground Manager and the same information supplied as for burial of a coffin together with the original Cremation Certificate, and information passed to the Burial Ground Manager. If no original Cremation Certificate is received, prior to the proposed date of interment - the interment will be postponed until such time the original Cremation Certificate has been presented **OR A CERTIFIED COPY OBTAINED AND PRESENTED TO THE BURIAL GROUND MANAGER.**
- j) All private bookings for interment of ashes will be paid in advance by the person instructing.
- k) If the Lair Certificate cannot be produced the Burial Ground Manager may, at his or her sole discretion, allow the burial to take place on such terms and conditions as may seem appropriate, including the completion of an

indemnity form and/or deposit of caution by the person instructing the burial (fee to be notified). In that situation the Burial Authority and its officers shall have no liability whatsoever.

BURIALS

33. No Lair Holder shall be entitled to have the Lair opened to a greater depth than (6ft) where achievable. Ground conditions are paramount in establishing depth achievable. Therefore no number of burials can be guaranteed. Only a maximum of two adult burials (in some cases only one) will be permitted at any time in any Lair dependent on depth achieved, but any combination, subject to the maximum relating to adult burials, of adult and child burials and cremation caskets may be permitted at the discretion of the Burial Authority through the Burial Ground Manager.

- a) Provided the Burial Authority may, where they consider the soil to be of suitable character, permit a coffin made of perishable materials to be placed not less than 609 mm (2ft) below the level of any ground adjoining the grave.
- b) No Ashes Caskets burials shall be made without at least 609 mm (2ft) of soil between the surface of the ground and an ashes casket.
- c) No body shall be buried in a grave unless the coffin is effectively separated from any coffin interred in a grave on a previous occasion by means of a layer of earth not less than six inches thick.
- d) The Burial Ground Manager shall have the sole authority to declare a Lair to be full. No further burials shall be permitted in any Lair declared to be full.

34. COFFINS

- a) The Cemetery was formed in 1895. Calculations for each lair and coffin dimensions were based on those of that time.
- b) Standard sizes **COFFIN HEIGHT AND WIDTH:**
Coffin height no more than 14 inches flat lid. Consideration will be given to those which marginally exceed the standard height allowed depending on depth achieved by carrying out a test dig if required.
Coffin width no more than 25 inches without prior consultation with the Funeral Arranger who will liaise with the Burial Ground Manager.
- c) More elaborate coffins were introduced by coffin makers around 1990. This means that the Burial Authority / Cemetery is unable to accommodate the following:

Last Supper Coffins

Banana Coffins

Wooden full burial caskets
Wicker coffins
American caskets
Bamboo coffins
Metal full burial caskets
Or anything similar

The Burial Authority is aware that a few of the above mentioned can be quite compact and, in these cases, will evaluate and consider proposed sizes notified by your Funeral Arranger prior to a family choosing a coffin.

35. The digging of graves and the infilling of graves shall only be carried out by employees of the Burial Authority.
36. The digging of foundations for monuments shall only be carried out by employees of the Burial Authority. Thereafter stonemasons, who on application, have been granted a permit, will then infill and erect per approvals granted by the Burial Authority.
37. No member of the public is allowed to excavate any part of a lair or ashes plot (this included digging out a garden area). This is strictly prohibited.
38. No member of the public is allowed to excavate any memorial or kerb foundation. This is strictly prohibited.
39. The Burial Authority reserves the right to use the ground of an adjacent Lair or ashes plot for placing soil thereon when a burial is taking place within a particular Lair or ashes plot. Care will be taken with any flowers or ornaments that may be on the adjacent Lair or ashes plot.
40. Memorial wreaths shall be removed from a Lair or ashes plot whenever the Burial Ground Manager in his or her discretion considers appropriate (normally 21 days after the burial).
41. Christmas wreaths shall be removed from a Lair or ashes plot during the first two weeks of February each year.
42. No burials will be permitted where the body has not been placed in a coffin or ashes have not been placed in a suitable container.
43. No animals or pets will be buried in the Burial Ground.

CREMATED REMAINS

44. Cremated remains are strictly prohibited from being scattered in any part of the Burial Ground.

MEMORIALS, MONUMENTS AND PLAQUES

PLANTS, SHRUBS, TREES

EXCAVATION ANY PART OF THE LAIR OR ASHES PLOT

REFER TO DOCUMENT 2A MANAGEMENT OF MEMORIALS / BOUNDARY WALLS / GROUNDS

45. The planting of trees, bushes, shrubs or plants is strictly prohibited. Any tree, bush, shrub or plant deemed unsuitable will be removed on the authority of the Burial Ground Manager.
46. Lair Holders must keep their Tombs and Monuments in good order and repair, and should they fail to do so within 3 months after either written notice or notice on Monument given by the Burial Authority, and if Tombs and Monuments are deemed unstable will be placed on the ground for safety reasons. Erection of the same, following renewal of foundation will be at the expense of the Lair Holder.
47. No person (member of the public) is allowed to excavate any part of a lair or ashes plot. This is strictly prohibited.
48. No person (member of the public) is allowed to excavate any part of a lair or ashes plot to lay any additional foundation. This is strictly prohibited and reportable to the Authorities.
49. The Burial Authority does not accept any responsibility for any damage incurred should a memorial or its foundation be disturbed due to a member of the public excavating ground to form a garden area (which is strictly prohibited).
50. Tombs and Monuments affected by storm damage, any form of vandalism, dislodging of foundation due to creating a garden area to the front of existing Monument, all repairs will be at the expense of the Lair Holder.
51. Garden areas - it is strictly prohibited for Lair Holders to dig any part of a grave including forming a garden area. This causes sinkage and weakens the Monument foundation causing movement. All repairs to the ground will be at Lair Holders expense.

52. Lair Holders will be permitted to place such vases, and/or a number of suitable containers for flowers as the Burial Ground Manager may permit in front of the memorial area but not around the sides of the memorial. Any such vases or similar should not protrude any more than 12 inches in front of the base of the upright memorial. Any vase or container of a material considered to be unsuitable or damaged will be removed. Any vase or similar placed between or behind headstones will be removed. Any gardening tools or digging implements including scissors will be removed.
53. Lairs and ashes plots laid out in turf shall be maintained by the Burial Authority, grass will be cut to the front and aisles only. Grass cutting season will commence from March until October each year, weather permitting.
54. Weeding around the Tomb and Monument area is the responsibility of the Lair Holder. Monuments, globes, vases or flowers planted to the front of the Monument shall continue to be the responsibility of the Lair Holder. Planting of flowers, shrubs, small trees to the side of any Monument is not allowed and will be removed once identified.
55. The Cemetery has a strict no kerbing policy in place since 2016 which includes that of railing, fence chain, marble or concrete kerbing or other erection of any kind whatsoever, shall be allowed on any lair.
56. Existing Kerbing pre-2016, was allowed but restricted to no more than 18 inches from the base at the front of the existing memorial and no wider than the actual width of the memorial itself and not wrapped around the sides. This includes for railing, fence, chain or other erection of any kind whatsoever. Lair Holders are being advised to have all kerbing removed as it causes sinkage to the ground and over time weakens the foundation of the Monument if in place as well as causes obstruction to the maintenance of the ground.
57. No Monument on a single lair shall exceed the height of 3 feet including base depth and no wider than 30 inches (or in some cases 24 inches or 28 inches wide) including base width.
58. Request for permission to erect Monument on a double lair will only be considered if small book type depending on size.
59. No triple width Monument or wider will be allowed on a triple or wider lair (side by side)

60. Memorial applications will not be approved until all outstanding invoices issued by the Burial Authority in relation to a burial within it are settled.
61. Lair Holders shall not have a headstone erected immediately following a burial unless at least 6 to 8 months has passed since the actual burial has taken place. This period allows the ground to settle.
62. A Lair Holder, on production of the Lair Certificate or in the case of the Lair Certificate being mislaid, a Form of Indemnity and proof of relationship which must be submitted to the Burial Ground Manager (fee to be notified), shall be entitled to have a monument erected, dimensions of which are notified on application for permission to erect. Such a monument shall be erected centrally, shall not protrude in any way over the part of the Lair to be opened for burial and shall not be out with the confines of the Lair. Any monument shall be erected in accordance with BS8415 (The British Standard for the memorial Masonry Industry). This Right will be granted only to the person in whom the right of burial in that lair is vested or the rightful successor. The right to erect a memorial is extinguished if the right of burial in respect of the lair is extinguished. This will apply to any extension period for the right of burial.
- a) Maximum width of the foundation will be no wider than 30 inches (24 inches or 28 inches) (single lair)
 - b) Maximum width of the headstone will be no wider than 30 inches (24 inches or 28 inches) including base width.
 - c) Maximum height of the headstone will be no taller than 36 inches including base depth.
 - d) The Cemetery has a strict No Kerbing Policy. Kerbing, chain, fence or similar which has been in place prior to 2016 should be considered by the Lair Holder for removal. If an application is received for an additional marker to be placed on the grave and permission is granted the this must be no wider than the headstone and should not extend any further than 18 inches in front of the memorial stone. **ONLY ONE ADDITIONAL MARKER (WEDGE OR SIMILAR IS ALLOWED)** In the case of where an additional marker and existing kerbing is in place and whilst care will be taken when strimming or cutting of grass, the Burial Authority shall not accept responsibility for any damage which may occur to the kerbing as this hinders strimming and grass cutting. It is not permitted to have existing kerbing wrapped around the side of the foundation stone.

Lair Holders who have either an additional marker or existing kerbing or similar in place are totally responsible for the upkeep, trimming of grass and weeding.

- e) Lair Holders who hold a Lair Certificate for a double plot will not automatically receive permission to erect a double headstone. An application must be made to the Burial Authority for consideration.
- f) Triple and quadruple headstones are not permissible.
- g) Memorial benches are not permissible without permission from the Burial Authority. If permission is granted then no memorial bench will be allowed to be placed in walkways, in front of or on top of the grave. Memorial benches will only be permissible on the perimeter of the Burial Ground. **IF A MEMORIAL BENCH IS IDENTIFIED AS BEING IN DISREPAIR AND NEARING COLLAPSE, THIS WILL BE PHOTGRAPHED AND STORED IN THE CEMETERY YARD FOR REMOVAL BY THE LAIR HOLDER OR FAMILY MEMBER. MANAGEMENT RESERVES THIS RIGHT.**
- h) If it is found that a headstone has not been erected centrally then the Burial Authority reserves its right to remove, lay flat, prepare new foundation and re-site the headstone to its correct position. The Lair Holder (if current contact details are available) will be advised on cost to re-site centrally per Management Rules.
- i) This Right will only be granted to the person in whom the right of burial in that lair is vested or the rightful successor. The Right to erect a memorial is extinguished if the right of burial in respect of the lair is extinguished. This will apply to any extension period for the right of burial.

63.No erection or inscription on any monument/headstone shall be permitted without the approval of the Burial Ground Manager, to whom a specific written statement of the inscription or the case of the erection of a new or replacement monument, a drawing of what is proposed showing dimensions is submitted. Monuments / headstones may be erected only on presentation of a Permit and at such times as are permitted by the Burial Ground Manager. (Fees to be notified)

64.The Lair Holder shall have the primary responsibility for keeping a headstone or monument on a Lair in a vertical and safe condition in relation to which the Burial Ground Manager shall be the sole judge. The Lair Holder shall have the primary responsibility to ensure existing foundations are in good order. Except in emergency where the safety of the public and employees of the Burial Authority is paramount, the Burial Ground Manager will take appropriate steps to make a particular headstone or

monument safe on health and safety grounds. The Burial Authority will be entitled, on expiry of twenty-one days written notice to the Lair Holder at his/her/their last known address request that he/she/them to repair the headstone or monument in question or to have it removed. In either event the works done will be at the expense of the Lair Holder and the Burial Authority will invoice the Lair Holder for the cost of making the headstone safe and until the cost of such repairs or removal is paid, the right under the Lair Certificate shall be withdrawn.

65. Where, after enquiry, the current address of the Lair Holder remains unknown, the Burial Authority shall give Notice of their intentions in regard to the headstone or monument concerned by a Notice placed on the headstone, provided always that in relation to a headstone or monument which has fallen or assumed a dangerous position, it shall be possible for the Burial Ground Manager to have such monument or headstone propped and braced on the Lair in question or laid flat, the cost of which will be notified.
66. The Lair Holder shall be liable for any damage to or by any monument or memorial on the Lair by unauthorised excavation work. Excavation work will only be carried out by employees of the Burial Authority. Rates to be fixed from time to time by the Burial Authority.
67. It is not permissible for Lair Holders to commission private individuals to erect memorials/headstones. If it is found that a memorial/headstone has been erected or marker (wedge or similar) has been laid - the memorial or marker will be removed and stored safely in readiness for removal by the Lair Holder.
68. It is not permissible for Lair Holders to commission private individuals for added inscriptions, re-fix or to have memorials cleaned. This work must be carried out by a suitably qualified stonemason and upon Application for Permission following Burial Authority check on adequate insurance and liability cover a Permit will be issued (fee on application).
69. The Burial Authority will not accept liability for loss or damage to any headstone, monuments, plants, bushes, trees, memorial wreath, vase, or container which they remove to facilitate making secure dangerous headstones or which are lost or damaged as a result of actions or omissions by an unauthorised third party.
70. The Burial Authority reserves the right from time to time to repair any subsidence in Lairs without prior notification to Lair Holders. This may include infilling of garden areas which are strictly prohibited.

71. The Burial Authority will repair any ground damage inadvertently caused by cemetery machinery in adverse weather conditions. Repairs will only take place when weather permitting ground has settled.

72. The Cemetery has a no Herbicides Policy.

73. No plant, shrub, bush or tree will be permissible. No containers for water, plant pots or similar should be placed between or behind headstones. These will be removed.

74. Lair Holders and visitors to the Burial Ground must not leave plastic bottles / glass bottles / items which are broken and present a danger in the case of a slip or trip thus resulting in injury as well as general rubbish discarded within the Burial Ground. Watering containers are situated at the water tap. These should be replaced on exit.

75. CEMETERY REFUSE - No Lair Holder pays an annual ground fee toward the upkeep of the Cemetery. Due to the ever-increasing cost for the removal of Cemetery Refuse Lair Holders shall not dispose of the following in the Cemetery Bucket Bays and respectfully asked to take home and dispose of appropriately in their own waste or recycling bins.

- a) Plastic milk bottles or similar
- b) Artificial flowers
- c) Broken ceramics
- d) Broken glass
- e) Pebbles / stones

Items Permitted

- a) Vegetation
- b) Dead flowers

GENERAL

76. The Burial Ground Manager will be responsible for the maintenance of the Registers in which will be entered details of every burial which will include the name of the Burial Ground or Cemetery reference number of the Lair, the depth of the grave(s) within it, the date of burial, the name and age of the person buried, and all other necessary information. The Register is a public document and will be kept indefinitely. The Burial Authority reserves the right to impose a reasonable fee for inspection of the Register (s) (fee to be notified).

77. The Burial Ground shall be open to the public on such days and during such hours as the Burial Authority may from time to time determine.

78. General behaviour - No member of the public, employee, stonemason, undertaker, those on official business, contractor, those delivering goods or any other person, shall cause a disturbance or use violent, abusive or obscene language.

79. Signs & Notices are primarily for making available Burial Ground information. These should not be removed by any person who is not an employee of the Burial Authority. The notice board is situated at the entrance of the Burial Ground and other signs and notices can be found throughout the Burial Ground.

80. The Burial Authority reserves the right from time to time to amend, alter or replace these Rules with such others as they may consider appropriate for the proper or better management of the Burial Ground.

81. The Burial Authority reserves the right from time to time to vary the charges made for Burials and other services.

82. CCTV is in operation.

83. Ground Staff work hard to create a tidy and nice environment and no discourtesy or abuse against them will be tolerated.

84. No cash or cheque payment should be made to or accepted by Burial Ground staff.

85. Use of the Burial Ground - No person shall climb any wall, fence, gate, barrier, railing, tree or any seat, monument or statue.

86. Maintenance Services

The Burial Authority through the Burial Ground Manager will endeavour to keep in good order and repair all walls, fences, roadways and buildings as well as maintaining regular grass cutting, depending on time of year and weather dependent. Care will be taken to ensure that the length of grass does not, wherever possible, mask any potential trip hazards. Please note that

for health and safety purposes, aesthetics and accessibility a continuous programme of levelling has been implemented.

87. From time to time the Burial Authority will request donations from Lair Holders towards the upkeep of the grounds, roadways and paths.