Sun Rising Natural Burial Ground and Nature Reserve

Lower Tysoe, Warwickshire CV35 0DG

Cemetery Regulations

Terms and Conditions

In the following document, Nature Reserve Burial Grounds Ltd is referred to as 'the Company', Sun Rising Natural Burial Ground and Nature Reserve is referred to as 'the Site'.

The following Regulations are in place in order to ensure that the Company is able to maintain its natural burial ground in line with its aims and ethos: to create

a) a place of peace for those who have passed on and those who mourn them
b) a nature reserve of significant ecological value to the local environment.

All persons using the site are deemed to have agreed to the terms outlined below.

Access, Consideration and Care

1. The Site is open 365 days a year. Opening times can be found on the noticeboard onsite, on the website, or by calling the office. The Company reserves the right to close the Site to visitors at any time without notice.
2. Anyone visiting the Site must give due consideration, privacy and respect to any funeral or memorial ceremonies or services taking place at the time, of any religious or non-religious belief or culture.
3. All visitors to the Site must comply with the Local Authorities Cemeteries Order 1977, Article 10, Paragraph 6, and with the Criminal Damages Act 1971, Article 1, Section 1. (see Notes below)
4. No litter may be left at the Site. The Company does not provide litter bins for public use, expecting that visitors will take their litter home with them.
5. Mobile telephones must be used with sensitivity and consideration to other visitors and the Site's natural peace and tranquillity.
6. Children under 18 years of age are not allowed on the Site without an accompanying adult or without the specific permission of the Company.
7. No ball games are allowed on any part of the Site. Electronic games that emit noise are prohibited on the Site. Use of a metal detector or drone is not permitted on the Site without written authority from the Company.
8. Amplified music is prohibited at the Site except with the express permission of the Company. Acoustic instruments may be played only when they will not disturb other visitors, ceremonies or services.
9. Dogs or any other domestic animals and pets are not allowed on any part of the Site, with the exception of guide dogs.
10. No camping or overnight stays are permitted anywhere on the Site.

Ecology, Conservation and Wildlife

11. A body that has been embalmed, or otherwise treated with noxious and toxic chemicals, cannot be interred at the Site, except in exceptional circumstances (as determined by the Company).
12. Cremated remains may not be scattered at the Site. Allowing this practice would alter the chemical balances needed to support a nature reserve. Any scattered cremated remains will be removed.

13. In harmony with the aims of a natural burial ground, no monuments, vaults, statues, fencing, kerbs, railings, markers or memorials may be placed upon graves, other than the slate plaques and temporary wooden markers provided by the Company.
14. The Company will remove anything found on the Site that it deems inappropriate to the ethos and aims of a natural burial ground and nature reserve.
15. No trees, plants, bulbs, seeds or flowers may be sown or planted on the Site other than by the Company or with the Company's permission.
16. The picking, cutting, mowing, pruning or removal of flowers, plants, grasses, shrubs, trees or any other vegetation is strictly prohibited unless with the Company's permission.
17. All visitors must keep to the paths and tracks in order to avoid damaging the natural and emerging ground cover. This includes not walking across grassland or wildflower meadow to reach graves unless paths have been mown or permission granted.
18. Visitors must not disturb the wildlife. No shooting or hunting is permitted on the Site.

Grave Plots for Coffins and Cremated Remains

19. A grave plot is defined by the Company as an area on the Site provided for the purpose of interring a coffin or cremated remains.
20. Only one coffin interment is permitted per full grave plot.
21. From 2020, only two cremated remains plots are permitted per full grave plot in the meadow. The size of cremated remains plots reserved prior to this date is unaffected.
22. From 2023, two sets of cremated remains can be interred in one full grave plot only if interred at the same time.
23. In woodland burial areas where a burial or interment of cremated remains has occurred prior to 2023, it may be possible for a second set of cremated remains to be interred. If tree roots have grown to the extent that interment would compromise the health of any surrounding trees, the Company reserves the right to disallow an interment. This usually happens within ten years of a tree being planted. If the plot has been paid for, the Company will offer an alternative location.
24. In the meadow, half a full grave plot may be used for the burial of a child. In the woodland, a full grave plot is used for the burial of a child. A child is defined as an individual of 12 years of age and under.
25. Between 2006 and 2021, plots could be purchased from the Company in advance of need. What was acquired was the Grant of the Right of Burial (Local Government Act 1972, Section 214(3)). This right is held by the Licence Holder as stated on the Licence issued by the Company. Buying a plot does not confer ownership of the ground or any other rights.
26. A Licence only provides for the interment of the Licence Holder or any individual nominated by the Licence Holder. Licences are not transferable, except by agreement with the Company. All monies paid for the plot are non-refundable.
27. Where a plot has been purchased in advance, the Licence is valid for a period of twenty years. If the grave plot has not been used at 20 years, the Company will contact the Licence Holder to ask if it is still required. If it is, the Licence can be reissued on payment of an administrative fee.
28. From 2021, a grave plot for burial can be reserved in advance of need, only in a meadow burial area, beside a spouse or close relative who has already been buried, where the Reservation Holder was born in or before 1960. A reservation fee is payable. This fee is non-refundable and is not deducted from the final cost of the plot.
29. A Reservation is valid for a period of ten years. If the grave plot has not been used at 10 years, the Company will contact the Reservation Holder to ask if it is still required. If it is, the Reservation can be reissued on payment of the administrative fee.
30. If a Licence Holder or Reservation Holder cannot be traced at the address last known to the Company, the Company will assume that the plot is no longer required and the

Licence or Reservation will be void. It is the responsibility of the Licence Holder, Reservation Holder or their representatives to ensure that the Company has accurate contact details at all times. If a Licence or Reservation is made void in this way, no monies paid are refundable.

31. Only human remains may be interred at the Site. The burial of pets and other animals is not permitted. The scattering of pets' ashes is not permitted (see point 12).

Allocation of Grave Plots

32. The location of a grave plot may be chosen from those offered by the Company. A reasonable choice will be provided in line with the Company's aim to ensure minimal disturbance to graves already used and the developing ecosystem of the nature reserve.
33. The maximum coffin width for a plot is 30", including handles and decoration. For a wider coffin, it may be necessary to purchase two adjacent plots.
34. Where a specific plot has been reserved, all reasonable efforts will be made to ensure the plot can be used at the time of need, but no guarantees can be made. Weather, the condition of the soil, a potential for unstable ground, or other factors, may mean that a reserved plot is not accessible or usable at the time of need.
35. The location of all graves is marked by the Company using appropriate technology, with records being kept at the Company's office, together with an offsite back-up. As the Company aims to make these markers unobtrusive so as not to disturb the feel of the Site or interfere with landscape management, markers may not be obvious to visitors.
36. Searches of the database of burials can be carried out by the Company where a reasonable request is made, and printed extracts may be purchased for an appropriate fee. However, privacy of families is paramount, so permission may be required from the next of kin.

Interments and Funerals

37. Interments may be arranged with the Company through their office during normal working hours, 9am - 5pm, Monday to Friday. Interments may take place on any day of the year where it is possible to make all the necessary arrangements.
38. A funeral director or an individual can make the necessary arrangements.
39. Coffin burials and interments of ashes can only take place once arrangements have been made with the Company, and a date and time has been agreed. This ensures that the relevant excavations have been made, the necessary documentation has been received, and funerals are respectfully spaced apart.
40. Adequate notice must be given to the Company to allow for the necessary work to be done. This is usually a minimum of 48 hours. However, the Company will do its utmost to take into consideration any religious or other requirements. Surcharges may be made for funerals arranged at short notice.
41. No body person can be interred at the Site until the death has been legally registered and the appropriate documentation is received by the Company.
42. All excavations and filling-in of grave plots for coffin burials and interments of ashes must be carried out by an employee of the Company or someone approved by the Company. Where relatives wish to be involved in the filling-in of graves, this must be done through special arrangements made with the Company.
43. No body can be removed once interred at the Site without a licence from the Secretary of State, under the Burial Act 1957, Section 25.

Coffins, Urns and Shrouds

44. In order to ensure a healthy ecosystem for the nature reserve, and in tune with its ethos of care for the environment, coffins and caskets must be fully biodegradable and non-toxic. Shrouds made of natural fibres are also acceptable.

45. Cremated remains must be interred in biodegradable caskets, boxes or other containers, or poured directly into the grave plot. Biodegradable cellulose is not permitted.

Tributes, Offerings and Memorials

46. Simple offerings of cut flowers, without ribbons, cellophane or other wrapping, may be laid flat on graves or by memorial posts. These will be removed after five days, or when deemed appropriate by the Company. Cut flowers stuck upright in the earth or laid where they will compromise the natural ground cover will be relocated or removed.
47. Any offerings that are not in keeping with the natural feel of the Site will be removed immediately, including dyed blooms, glitter or coloured floral accessories, tributes using glues, foam or oasis, plastics, paint, ribbons, wires, jars or vases.
48. Memorial trees planted in woodland areas of the Site are guaranteed for ten years: if a tree dies during that period, it can be replaced free of charge. Trees older than ten years may be pruned or thinned to encourage the healthy development of the woodland. For this reason, the Company encourages an understanding that the woodland as a whole is the lasting memorial.
49. Parkland memorial trees, which grow in otherwise treeless areas and are therefore able to achieve a broadly spreading canopy, are guaranteed for fifty years: if a tree dies during that period, it will be replaced with an appropriate sapling.
50. Memorials to be installed by a memorial tree or on a grave plot can only be purchased by or with the permission of the person who purchased the plot or tree, or, if that person is deceased, the surviving next of kin.
51. Where a plaque is damaged as a result of any actions of the Company, it will be replaced at the Company's expense. The Company cannot accept liability for damage which occurs otherwise.
52. A tree plaque post is guaranteed for ten years. If the post decays after that time, and the family ask for it to be replaced, a fee will be payable. If not, the old post will be removed and the plaque settled into the woodland floor.

The Company

53. These Regulations may, from time to time, be altered according to need; such alterations may be carried out without notice at the discretion of the Company.
54. The Company can be reached by email or telephone. The office address is 15a Sugarswell Business Park, Shenington, Banbury, Oxfordshire OX15 6HW.

Notes

The Local Authorities' Cemeteries Order, 1977
Article 10 - Grant of Burial Rights

(6) No body shall be buried, or cremated human remains interred or scattered, in or over any grave or vault, in which an exclusive right of burial for the time being subsists except by, or with the consent in writing of, the owner of the right.

This paragraph shall not extend to the body, or remains, of

- the persons who immediately before his death was the owner of the right; or
- any other person specified in the deed of grant or in an endorsement thereon made at the request of the owner for the time being of the right by the officer appointed for that purpose by the burial authority.

Criminal Damages Act 1971,
Article 1, Section 1

A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.