
CEMETERY REGULATIONS

Appendix A – Glossary of terms used.

LACO 1977 and LACAO 1986 - the Local Authorities Cemeteries Order 1977, an instrument of the Local Government Act 1973, and the Local Authorities Cemeteries Amendment Order 1986

“The Council” means Nuneaton and Bedworth Borough Council

“Cemeteries Officer” means: Officers carrying out Cemeteries duties as appointed by the Council or the person(s) carrying out the duties of Registrar and any person acting for him/her at the Cemetery in his/her absence.

“The Cemetery” means any of the cemeteries controlled by the Council.

“Grave” means a burial place formed in the ground by excavation, without any internal wall of brickwork, stonework, or artificial lining.

“Vault” includes underground burial places of every description except grave.

“Full Burial” means the burial of a body into a burial plot.

“Ashes Burial” means the burial of ashes into a grave. The term ‘cremated remains’ has been used historically but ‘ashes’ is generally used now for transparency.

“The Grant of Exclusive Right of Burial” (ERoB) is a legal contract, defined by LACO, whereby in exchange for a sum of money, the Council ensures that the grant holder must authorise any interment, scattering of ashes and the placement of, or alteration to, a memorial. The exception being the right of the holder to be interred without any other permission. Rights are tangible property and may be assigned to someone else in the holder’s lifetime or inherited as part of their estate.

“Registered owner” means the person recorded by NBBC as the owner of the EroB. If records have not been updated this may be different to the legal owner. The Registered owner is the only person who may approve interments, memorials etc.

“Purchased Grave” means a grave space where the EroB has been granted by the Council.

“Unpurchased Grave” means a grave space wherein such exclusive right of burial has not been granted. Unrelated people may be buried in an unpurchased grave and no memorial may be erected.

“Mason” means any person carrying on the business or trade of a stonemason or stone cutter and includes any person for the time being engaged in the Cemetery in the erection, removal or maintenance of a

memorial. All masons must agree to work to BS8415:2018 or any standard that succeeds it.

“Memorial” means any monument, cross, scroll, book, headstone, tree, bench, kerb, or any permanent memorial of any description whatsoever placed in the Cemetery, whether on a grave or not.

“Funeral Director” means any professional person who organises a funeral and acts as the agent for the bereaved family.

“Clear Working Days” means excluding the day the request is made or submitted, followed by the number of days counting only when the office is open for business. The event can then occur on the next working day (or later).

“External size of coffin” means the widest and longest dimensions of the coffin lid and all fittings and handles.

“Shoring” means the temporary, internal support placed in the open grave to prevent collapse of the side walls protecting staff and those attending the funeral.

“Epitaph” is the cloud-based management software first used in July 2020. It replaces another system ‘Epilogue’ which had been used for the preceding 12 years.

“NAMM” means the National Association of Memorial Masons.

“BRAMM” means the British Register of Accredited Monumental Masons.

“ICCM” means The Institute of Cemetery and Crematorium Management.

Appendix B - Current description of service (From Cemetery regulations, March 2020)

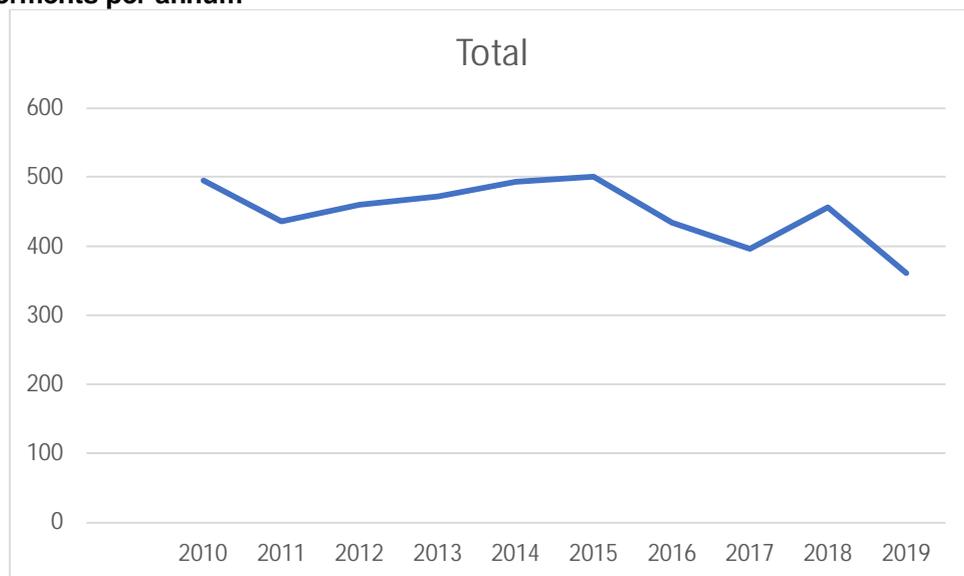
There are five operational cemeteries located within the Borough which are managed and maintained by Nuneaton and Bedworth Borough Council:

- Oaston Road Cemetery, Nuneaton (1876) approximately 36,000 interments
- Attleborough Cemetery, Nuneaton (1893) approximately 4,400 interments
- Stockingford Cemetery, (Bucks Hill) Nuneaton (1912) approximately 10,400 interments
- Marston Lane Cemetery, Bedworth (1952) approximately 3,900 interments
- Coventry Road Cemetery, Bedworth (1874) approximately 22,350 interments

Together with a number of other Burial Grounds maintained by NBBC but managed by the Diocese, some of which include:

- All Saints Church, Bedworth
- St Nicolas Church, Nuneaton
- Coton Parish Church, Nuneaton
- St Pauls Church, Nuneaton
- St Giles Church, Exhall

Interments per annum



Appendix C - General Rules and Regulations

This cemetery is maintained by –
Nuneaton and Bedworth Borough Council
Cemetery Office
Town Hall,
Coton Road,
Nuneaton
CV11 5AA
Tel; 024 7637 6357 (Out of hours tel: 024 7637 6376)
Email: cemetery.office@nuneatonandbedworth.gov.uk

Cemetery Opening hours – the Cemeteries are open to visitors every day of the year, the times are detailed below and the gates are locked outside these times:

January & February	09.00 to 16.30 hrs
March & October	09.00 to 17.30 hrs
April & September	09.00 to 19.00 hrs
May & August	09.00 to 20.00 hrs
November & December	09.00 to 16.30 hrs

Access

- a) Children under the age of 15 will be permitted within a cemetery only when in the care of a responsible adult.
- b) Cycling is not permitted within the cemeteries.
- c) No dog will be permitted to enter or remain within a cemetery unless kept continuously on a lead and under proper control. Any fouling shall be cleaned up - bins are provided for this purpose within the Cemetery.
- d) Horse Drawn Hearse's in the cemetery should only use the roadways, which are clearly marked and at a responsible speed.
- e) All visitors and Funeral Director's using a vehicle in the Cemetery should do so respectfully, using only the roadways, which are clearly marked and at a speed not exceeding 15 mph.
- f) All vehicles should be parked in the designated parking areas if available and **MUST NOT** park on grass verges or grave plots.

Offences

1. Under the [The Local Authorities' Cemeteries Order 1977](#) Section 18, no person shall: -
 - (i) wilfully create any disturbance in a cemetery,
 - (ii) commit any nuisance in a cemetery
 - (iii) Wilfully interfere with any burial taking place in a cemetery,
 - (iv) Wilfully interfere with any grave or vault, any tombstone or other memorial, or any flowers or plants or any such matter, or
 - (v) Play at any game or sport in a cemetery.

2. Any offences under Section 18 shall be liable on summary conviction to a fine not exceeding £1,000 and, in the case of a continuing offence, to a fine not exceeding £10 for each day during which the offence continues after conviction therefore.
3. All persons admitted within a cemetery shall be subject to the control and supervision of the Council staff who are empowered to take such action, as they may consider appropriate against any person causing offence.
4. No person shall bring any litter or other waste material into a cemetery and any waste or litter arising from attending or caring for graves shall be deposited in the bins provided.
5. Skateboarding, roller skating or similar pursuits are not permitted in the grounds.
6. All persons shall conduct themselves in a quiet, decent, and orderly manner within the cemetery.
7. No person other than an officer or servant of the Burial Authority or another person so authorised by or on behalf of the Burial Authority shall enter or remain within a cemetery at any hour when it is closed to the public.
8. The taking of commercial photographs and filming is not permitted in the cemetery except with the prior approval of the Council for which a fee may be charged.
9. No person shall unreasonably interrupt the cemetery employees whilst they are engaged in their duties nor seek to employ them privately to execute any work within a cemetery. No person employed by the Council is allowed to receive any gratuity whatsoever.
10. No person shall canvass or solicit orders in the cemetery grounds
11. Alcoholic drinks shall not be consumed in the cemetery

Appendix D- Exclusive Rights of Burial (ERoB) – a guide for grave owners

At our cemeteries you can buy the rights to the grave, known as the Exclusive Rights of Burial. When you buy the exclusive right of burial you have the right to say who can be buried, or have ashes buried or scattered, in the grave. You may also apply to have a memorial placed on the grave, or for an additional inscription added to an existing memorial. Owners of rights also have an automatic right of burial in the grave.

Do I have to buy the Exclusive Rights of Burial?

No. You can have a full burial or a burial of ashes in an unpurchased grave. In this case you pay only for the burial. There are some points to be aware of if you opt for this type of burial:

- The right to the grave remains the property of the Council and we could use the grave to bury other people who want an unpurchased grave.
- You should not expect to be able to bury another relative in the same grave.
- You may not place a memorial on an unpurchased grave.

Can more than one person own the right?

Legally a number of people can jointly own the right of burial. However, it is NBBC's policy to only have **one** Registered Owner subject to the one agreed exception below. Only the Registered Owner can agree if a grave is to be opened for a burial, or a memorial placed or altered.

Exception: In the case of a grave for an infant, both parents will be given joint ownership.

How long does the exclusive right of burial last?

Exclusive Rights of Burial can be purchased for 50 years, with an option to renew at the end of the rights period for a further 50 years.

Previously Exclusive Rights of Burial were purchased based on a 30-year lease. An option to extend this type of lease will be offered to owners for a fee calculated pro-rata, to bring the EROB in line with the current 50-year lease period.

What happens when the owner of the Rights dies?

The owner of the exclusive right of burial has an automatic right to be buried in the grave.

After death, the right becomes part of their estate and can be assigned by their executor to someone else. The executor will need to contact NBBC to arrange a legal transfer of ownership before the grave can be opened again. If you are the owner of the right to a grave, we advise you to make provision for

the right in your will. Where there is no probate or letters of administration, we can arrange transfer by statutory declaration.

The new owner will be able to place a new memorial or alter an existing one, once they have obtained the right to erect a memorial.

Can I transfer ownership of the Exclusive Right of Burial to someone else?

Yes, please view our website for details.

Is there a fee for transferring the exclusive right of burial?

Please see our fees and charges for the current fee.

The owner of the right died years ago, and the family want to reuse the grave

Contact the Council and we will work out how to transfer ownership. You may need to show us the grant of probate or a copy of the will if you have it. If you do not have documentation, we will ask you to make a statutory declaration in front of a solicitor.

Ownership is the family's responsibility, and we cannot legally accept a booking for a burial without an owner. This means you should contact the Council as soon as possible - do not wait until you need to arrange a funeral.

Can I reserve a grave ahead of time?

You can reserve plots for burial, subject to availability.

What if the deed to the exclusive right of burial goes missing?

If you are the registered owner of the Right, the Council will send you an official letter to confirm this. If you are entitled to the right through inheritance, we will guide you through the correct transfer procedure and then issue a letter stating your position. We will not re-issue an original deed.

What if I inherit the right to a grave that I do not wish to maintain?

You may surrender the right to us at any time. Please write to the Council stating that you wish to surrender the right and enclosing the deed if you have it. Any memorial on the grave is your property and should you wish to keep it you should arrange its removal prior to surrender, otherwise ownership passes to the Council who may dispose of it. Once surrendered, the Council may permit the interment of others in the grave and may reissue Rights to someone else.

Please inform us of any change of address

As owner of the right to a grave you are responsible for informing the Council of any change of address. If a problem occurs with the grave or memorial and we cannot contact you, we have the right to take whatever action is necessary to put the problem right. If this involves a cost to the Council, we may ask you to pay this before allowing any further burials in your grave.

Appendix E - A guide to memorials for grave owners

A memorial is defined as anything above the surface of a grave, this may include the headstone or kerbs installed by a stonemason but also includes flowers, vases, or anything else you or others may have put there. The Council must have some rules in this regard to make sure that the cemetery remains a safe place to visit and work.

Memorial Safety

- a) The Council reserves the right to remove or exclude any memorial that has been erected in an unworkmanlike manner, or that would lower the tone and standard of the surrounding graves.
- b) All memorials are the responsibility of the owner of the Exclusive Right of Burial. All memorials must be kept in good repair by their owners. The Council is not responsible for the maintenance of memorials or any damage by a third-party including vandalism. As such the Council recommends taking out a private insurance policy on all permanent memorials.
- c) The Council recommends that Grave owners, at least every five years, request a professional monumental stonemason to inspect their memorial(s) for structural defects and subsidence, repair, or re-fix where necessary and to inform the Council of any change of address.
- d) The Council are legally required to undertake memorial safety testing upon all memorials at regular intervals but at least once every five years.
- e) If the Council deems the memorial to be unsafe at any time, they are obligated to alleviate the danger by laying the memorial flat on the ground, staking it or sinking it into the ground and by placing a notice upon the memorial informing the owners of the actions undertaken. The Council will endeavour to contact the owner of the Exclusive Right of Burial who will be notified in writing of what has occurred and to carry out any necessary repair works to ensure its safety. If the Council do not receive a reply to the request to make safe the memorial, then it may relocate the memorial from the graveside to a place of safekeeping within the cemetery if they think that this action is appropriate.

Vases

- a) Vases are not permitted under any circumstances on the Garden of rest, Garden of Remembrance, or the Sunken Garden (Dell area) after the scattering of cremated remains.

Floral Tributes

- a) Following burial floral tributes should be placed upon the grave space, any tributes left elsewhere will be removed.

- b) The floral tributes will be removed by the staff, when they have perished, which could be any time from 1-3 weeks after the interment, depending upon weather conditions, unless an instruction is given by the grave owner to the office not to do this but will arrange for its removal within an agreed timeframe.
- c) Floral tributes left on any grave are left entirely at the risk of the grave owner and no liability for loss of, or damage to, any floral tribute can be accepted by the Council.

Christmas Wreaths

Christmas wreaths and tributes marking other religious festivals may be placed at any memorial or designated location and remain for a suitable period of time determined by the Cemeteries Office. At the end of the religious period (for example Christmas wreaths), the tributes will be cleared away and disposed of the cemetery staff in advance of Mothering Sunday. Alternatively, the tributes may be removed by the grave owner or his/her representative.

Other items

The Council encourages families to remember loved ones in unique, individual, or poignant ways and as such temporary tributes may be placed on graves (solar lights, windmills etc), so long as: -

- a) They are not dangerous or deemed to be inappropriate by the Cemeteries Office
- b) They are placed and kept within the headstone border/kerb set.
- c) They are not higher than 91.44cm (36 inches).
- d) They do not encroach in any way on, or in between any other grave spaces within the cemetery.
- e) All live planting is in suitable pots or containers.

Non- Complying Items

For reasons of safety and in order to maintain a dignified environment within the cemeteries the following items are not permitted:

- a) Glass containers, due to Health & Safety requirements all glass items will be removed from the grave immediately by the cemetery staff.
- b) Permanent Memorials of a wooden construction (excluding temporary markers issued by NBBC).
- c) Miniature fencing,
- d) No artificial turf/planting.
- e) Unofficial kerbs or surrounds made from any material.
- f) Pebbles, stone chipping, gravel or the like unless placed inside an approved kerb-set.

This includes any personalisation around a memorial tree.

Any other items not in keeping with the Cemetery will **be removed** in accordance with the process detailed below by the Council, whose decision is final.

Any item not in keeping with the Cemetery, every effort will be made by the Council to contact the Deed Owner/representative and request removal. Should it not be possible to make direct contact, a notice will be attached to the offending item allowing the Deed Owner or relative a suitable amount of time i.e., 14 days, to remove the item concerned. If, after the given period the item is not removed, a Final notice of 7 days will be issued, following which Cemetery staff will be instructed to remove it and place in the relevant Cemetery buildings.

The item/s can be collected at a pre-arranged time. The Council does not accept any responsibility for the security or safe keeping of such items and will dispose of them after 28 days.

Appendix F- Rules and Regulations for Funeral Organisers

1. All professional funeral organisers (Funeral Directors) must be members of the Councils Approved Contractor Scheme. The conditions of membership are:
 - a) Public Liability Insurance to a value of £5m.
 - b) Statements to the effect that the Funeral Director has not been banned from any cemetery within the last two years and that should this occur in the future that he/she will inform the Council immediately.
 - c) That all work will conform at least to Cemetery Regulations and Statutory Regulations.
 - d) Adherence to nationally recognised Professional Codes of Conduct should also be considered essential.
2. An interment form following a provisional booking request, should be submitted on the form provided to the Council Office by Noon at least **three** working days before the planned interment (with the exception of short notice burials as per the Cemeteries Advice and Guidance Notes).
3. It is the responsibility of the Funeral Organiser to ensure that all memorials are removed from a grave at least two working days before an interment. All Masons have been informed that all masonry must be completely removed from the cemetery unless prior written permission to the contrary.
4. The exact size of the coffin/casket should be reported on the Notice of Interment form. The Councils operatives will then determine the correct size of the grave. Overstating the size of the coffin is bad practice and causes extra work and expense, any transgressions will be noted and may incur an extra cost. The size should be reported in feet and inches.
5. It is the Councils policy to excavate all new graves to a minimum depth of 198m (6 foot 6 inches) at Marston Lane Cemetery and 275m (9ft) at Oaston Road Cemetery, where this is achievable.
7. It is the Councils policy to make maximum use of unpurchased graves. Section A of the Notice of Interment form states that if the Rights to a grave are not purchased then the Council may inter unrelated remains in that grave. It is also policy that no memorialisation can take place on an unpurchased grave. It is vital that if a family does not wish to purchase a grave that the Funeral Organiser makes them fully aware of

the consequences and that the interment form (currently Section A) is signed by the family. This protects both the Council and the Funeral Organiser.

8. Previously purchased graves may only be opened with the written permission of the owner or to inter the owner. Under no circumstances is it correct for the Funeral Organiser to sign an indemnity. The Council can advise and provide the proper paperwork should the owner of the Rights be already interred, or if paperwork is missing. It is the responsibility of the Funeral Organiser to ensure that there is someone who can legally give permission to open such a grave and no booking will be accepted until such a person is identified and has given permission.
9. The Council cannot be held responsible for any losses or consequences of a Notice of Interment not meeting the above criteria.
10. Whilst it is understood that it is not always possible to arrive at the cemetery at the exact time booked, it should be realised that this can cause problems and expense. Should a funeral be obviously running late, every effort should be made to contact the Council's representative if possible, giving the approximate delay and expected time of arrival. Excessive delays will be noted and the Council reserves the right to make an extra charge upon the Funeral Organiser.

Appendix G: Rules and Regulations for Stonemasons

1. All Masons who wish to work in Nuneaton and Bedworth's cemeteries must be members of the Approved Contractor scheme. The criteria for membership are:
 - a) Public Liability Insurance of £10m
 - b) An agreement to adhere to the terms of BS8415:2018 or any subsequent revision thereof.
 - c) A statement to the effect that the Mason has not been barred from working in any other cemetery in the last two years and an assurance that should this occur in the future the Mason will inform the Council immediately.
2. A NAMM approved anchor system should be fitted on all new memorials and the same should be installed on all refitted memorials. The choice of the system is left to the Mason but should be the most appropriate for the soil conditions. The type to be fitted must be indicated on the memorial application.
3. All work shall conform to statutory requirements and Cemetery regulations.
4. No memorials may be erected upon unpurchased graves, should one be so erected the Council may demand its immediate removal at the expense of the Mason and/or Purchaser.
5. It is the Mason's responsibility to satisfy him or herself that the purchaser of a memorial has a right to erect it. All applications should bear the signature of the owner of the Exclusive Rights of Burial.
6. A complete plan of the proposed memorial, including complete details of foundation works, must be submitted to the Cemetery Office at least four weeks before work is scheduled to commence. Once approved, a permit to construct will be issued.
7. Once in possession of any permit, Masons must give at least 48 hours notice of intent to work in the cemetery, giving full details of graves and memorials upon which work will be carried out.
8. No variations from the terms of a permit allowed.
9. All memorials must bear the name of the Mason and the grave reference number in letters no higher than 4cm on the rear of the base. An asterisk should indicate where a NAMM approved anchor system has been installed.

10. The funeral organiser will order removal of memorials before an interment.
11. All parts of the memorial must be removed from the cemetery unless written permission has previously been obtained from the Council. Any masonry found unattended and away from a grave in any part of the cemetery will be deemed to have been abandoned and may be disposed of.
12. Masons shall be notified if an interment is scheduled at a time when they are to be working in a cemetery. All works adjacent to the interment must cease and personnel, plant and vehicles must be withdrawn from the area at least 15 minutes before the time of the interment. Work may recommence only when all mourners have left the cemetery.
13. The Council places no general restrictions upon the type and construction of memorials, apart from considerations of taste and Health and Safety. Each memorial application will be considered individually and if a plan is rejected a full written explanation will be given.
14. All memorials should be constructed to be safe for a period not less than 30 years. During this time purchasers right to a guarantee in respect to installation and fittings should be made known to them. A guarantee of ten years in respect of workmanship should similarly be communicated.
15. The Council supports the practice of masons providing memorial insurance to their customers.