



# **Funeral Directors Booking Form**

## **Location of St Albans Woodland Burial Ground**

Woodland Road, via Keysoe International Equestrian Centre Church Road, Keysoe, Bedford. MK44 2JP

# **Office Address**

St. Mark's Church Community Centre
Calder Rise, Bedford. MK41 7UY
Tel 01234 342613 07436 787409 or 07973 113861

Email: office@woodlandburialtrust.com www.woodlandburialtrust.com

#### A Message from the Trustees

Welcome to St Albans Woodland Burial Trust. Whether you are considering reservation of a space in the woodland or going through the very painful process of arranging a funeral following a bereavement, we assure you of our desire to do our best to help and support you. We are a charity not a commercial cemetery and as Trustees we are all volunteers who believe in the importance of providing the best we can for those who choose our woodland as a resting place.

We love our woodland and we want it to be looked after as a place of comfort for generations to come. The following terms and conditions are to help ensure that the woodland remains a beautiful natural place and is kind to nature as well as those who mourn. We will do our best to manage and look after it and we want to make sure that those who join us have the same concerns. We do not have plastic flowers or ornaments and so if they are left they will be removed. Coffins are made of natural materials and grave posts and crosses are made of wood so that over time what we leave here will return to nature just like us. The woodland is a living thing and it will grow and decay and change over time, trees will grow and some will need to be removed so that others can take their place. This is the circle of life and death and we are fortunate for a time to be a part of it. We hope that you will feel able to join us

#### St Albans Woodland Burial Trust Terms and Conditions

#### 1. Application Form

1.1 By submitting the Booking Form and paying the appropriate fee you are agreeing to purchase an Exclusive Right of Burial from us, subject to these terms and conditions.

#### 2. Issue of Confirmation

2.1 Upon receipt of a correctly completed Booking Form and the payment of the appropriate fee we will issue you with a confirmation of your booking.

#### 3. Variation

3.1The Exclusive Right of Burial may not be varied or amended. We may, at our absolute discretion, agree to variations to the Exclusive Right of Burial that you request in writing. We may, at our absolute discretion, agree to a written request by you to purchase an alternative arrangement in place of the Exclusive Right of Burial (ie a change in the selected area of the site, or a change in the type of plot you have purchased). Such agreement will be subject to such additional terms (including without limitation, terms relating to payment) as we reasonably require. You must send any existing or duplicate Certificate you have received from us when you make such a request.

#### 4. Availability

- 4.1 The passage of time and/or changes in circumstances may unavoidably affect the availability of certain arrangements e.g. the selected burial area and/or plot.
- 4.2 In the event that you or your Representatives do not agree to such alternative arrangements, then we will cancel the Exclusive Right of Burial and will return all monies paid to us within 28 days of notification of cancellation, following which we will have no further obligation to provide rights of Burial.
- 4.3 There will be a cancellation fee of £150 (or as applicable at the time of cancellation).

#### 5. Cancellations and Refunds

5.1 If we are unable to provide the burial plot(s) because of circumstances outside our control, e.g. changes in legislation, unsuitable ground conditions, strikes, floods, fire; then we reserve the right to cancel the Exclusive Right of Burial and to repay all monies you have paid to us, back to you or to your representatives, following which we will have no further obligation to provide the Right of Burial.

5.2 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. Provision of the Right of Burial

- 6.1 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.
- 6.2 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:
- 6.2.1 the Applicant's or Grantee's 'Registrar or Coroner's Authority to Bury' Certificate and
- 6.2.2 pay the Burial Registration Fee before any Right of Burial is provided.

# 7. Notifying us

7.1 You or your representatives must notify us in writing and deliver it personally, send it by first class post to our registered address or by email to office@woodlandburialtrust.com before the funeral arrangements are publicly announced. We must have at least three working days' notice in advance of the interment.

#### 8. Responsibility for Claims

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

#### 9. Conditions Relating to the Grave

9.1 We will provide reference markers to be used to locate the position of the grave and we will have sole discretion in the selection of planting, landscaping and maintenance of the St Albans Woodland Burial Ground. Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. No embalmed remains can be interred, unless under exceptional circumstances and specifically authorised by the Trustees. All burial or interment vessels including fixtures, fittings, linings and pillows must be made of environmentally friendly materials. (This excludes use of chipboard and veneers.)
9.2 The price of interment does not include any memorials or tree planting. Individuals buying a prepurchase 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

9.3 Trees located near to or adjacent plots may be removed by the Trust for reasons including decay, disease or required woodland management at the sole discretion of the Trust

#### 10. Notice of Interment

10.1 Notice of Interment must be given on our printed Interment 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.

10.2 All charges and fees connected with the interment must be paid within 28 days of date of invoice. Plaques and crosses must also be settled within 28 days of invoice. Only memorials specified and approved by the Trust are accepted, no other memorials, mementos, kerbs, vases, wreaths, or other forms of memorial or marker will be permitted.

#### 11. Grave Digging

11.1 For reasons of health and safety, only the Nominated Grave Digger by the Trust 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 at the charge decided by the Trust at the time.

11.2 The digging and back filling of a grave may be caried out by prior arrangement under supervision of the Trust and at the family's own risk and liability.

#### 12. Unclaimed Right of Burial

12.1 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.

#### 13. Additional Charges

13.1 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.

#### 14. Miscellaneous

14.1 You enter St Albans Woodland Burial Ground 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.

14.2 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.

14.3 You and your representatives shall be responsible for all persons present at St Albans Woodland Burial Ground 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.

#### 15. Waiver

15.1 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

#### 16. General

16.1 These Terms and Conditions, together with the payment and your application form, 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.

#### 17. Indemnity

17.1 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, including but without prejudice to the foregoing generality, a breach of Conditions 11, 12 and 15 hereof.

#### 18. 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 2018 and any subsequent and applicable data protection legislation.

#### 19. Complaints

19.1 If you have any complaint in relation to your Exclusive Right of Burial or payment, please write to us at our office address, St. Mark's Church Community Centre, Calder Rise, Bedford. MK41 7UY. We will acknowledge your complaint within 5 working days and then endeavour to resolve the complaint within a further 28 days.

19.2 If the matter is not resolved within 28 days of receipt of a written complaint, we agree to resolve the dispute in good faith through mediation. We will attempt to agree upon the appointment of a mediator, upon receipt, of a written notice to concur in such appointment. Should we fail to agree within fourteen days, either of us, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.

# St Albans Woodland Burial Trust ("the Trust") Regulations of Use

We ask that all visitors to the St Albans Woodland Burial Ground ("the Burial Ground") adhere to our regulations of use which are designed to ensure that our ethos of a natural burial ground is maintained.

#### **General Regulations**

- 1. St Albans Woodland Burial Ground is open 365 days a year with unrestricted access between 8am and 6.00pm. Please note that at certain times, access to individual graves may be restricted, for instance, when an adjacent grave is being dug.
- 2. All visitors enter the site at their own risk and take care on uneven, muddy or slippery ground. Please wear appropriate, sturdy footwear.
- 3. We reserve the right to close all or part of the Burial Ground at any time in the interests of public safety.
- 4. Please give due consideration, privacy and respect to any funeral, memorial or burial services taking place. Please turn off any mobile phones.
- 5. The planting of trees and other plants in the burial ground is not permitted and is strictly controlled by the Trust.
- 6. No wildlife shall be introduced into the woodland.
- 7. Please do not pick, cut or prune flowers, trees or shrubs at the Burial Ground. All maintenance work is to be carried out by the Trust. No planting is permitted of trees, bulbs, flowers, seeds, unless expressly approved by the Trust. Please appreciate that we are creating and maintaining a natural environment.
- 8. Please do not try to attach anything on to any trees or shrubs on site. Please do not deface trees.
- 9. Please remove all litter from the site.
- 10. Dogs are welcome but must be under control and please ensure that you clear up after your dog.
- 11. No children under 16 years of age are allowed on site without an accompanying adult.
- 12. *Disabled Access*: every effort has been made to ensure that access is as easy as possible for disabled visitors. However, due to the natural topography of the site, assistance may be needed.

#### **Grave Plots and Burials Regulations**

- 1. Only one body may be interred in one grave.
- 2. Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. Coffins and caskets are only accepted when made of natural biodegradable material such as wicker and solid wood, preferably from renewable sources. Veneered MDF or chipboard is not acceptable and the Trust must be advised prior to burial if the coffin does not meet these criteria. Professional funeral directors should be aware of the requirements for natural burial.
- 3. Any graveside service must be dignified. The Administrator of the Trust must be advised beforehand and approve any ceremony and the person conducting it, on behalf of the Trustees.

- 4. Graves may only be marked by an oak cross or oak memorial supplied by the Trust. There will be no long term permanent markers such as gravestones or headstones. Only one memorial per person is permitted. The Trust does not accept responsibility for loss or damage to memorials.
- 5. No gardening or cultivation whatsoever is permitted. This includes such things as the scattering of bark or chippings, and the introduction of any fencing or kerbs or additional grave marking and ornamentation.
- 6. Any maintenance of plagues, crosses, monuments or benches must have prior approval of the Trust.
- 7. Personal possessions may be interred with a body, as long as they are made of natural materials.
- 8. The graveside service must be dignified and follow a recognised form of service. The Administrator of the Trust must be advised beforehand and approve any ceremony and the person conducting it, on behalf of the Trust.
- 9. No exhumations will be permitted under any circumstances except by lawful authority.
- 10. The Trustees maintain the right to vary the Rules and Regulations at any time.
- 11. A body that has been embalmed, or otherwise treated with noxious and toxic chemicals, cannot be interred at the Burial Ground unless under exceptional circumstances and specifically authorised by the Trustees.
- 12. Interments cannot take place at the Burial Ground until the death has been legally registered and the appropriate documentation received by the Trust at least 48 hours in advance of the Interment.
- 13. Cremated remains cannot be scattered at the Burial Ground but must be interred in biodegradable caskets or boxes, or poured directly into the grave plot.
- 14. Please do not place any ornaments, toys, photographs or other memorials on graves. Only fresh flowers may be left on site using one Bio-pot only, supplied by the Trust on each plot. No cellophane, containers, such as vases, pots, bottles or baskets are permitted. The Trust reserves the right to remove any items left near any grave considered by any trustee to be inappropriate for woodland burial.
- 15. Flower arrangements may be placed on graves at the time of a funeral or memorial service. They will be removed by the Trust after a few days to ensure that any non-biodegradable matter is taken from the Burial Ground and does not interfere with the natural environment.
- 16. Trees planted at the Burial Ground by the Trust as living memorials are guaranteed by the Estate for 5 years; if a tree dies during this period it will be replaced once by the Trust in the appropriate season. After that time, the woodland will begin to develop naturally and will be managed by the Trust accordingly.
- 17. The Trustees maintain the right to vary the Rules and Regulations at any time.

Single woodland burial. This charge relates only to the provision of grave space

## **Charges for St Albans Woodland Burial Trust**

Terms and conditions and all charges are shown on our website www.woodlandburialtrust.com

| It does not cover fees for church services, ministers fees, charges levied by                       |            |  |
|---|------------|--|
| undertakers or the cost of preparing the ground.  | £900       |  |
| Preparation of grave space for woodland burial Cost may vary between                                | £400-£550  |  |
| Interment of cremated remains in plot, (excluding ground preparation, currently £60)                | £340       |  |
| Interment of cremated remains into double grave space (excluding ground preparation, currently £80) | £475       |  |
| Oak wood memorials — Price on application   | Please ask |  |
| Bio Pots, biodegradable vase (Price includes installation or postage and packaging.                 | £20        |  |
| To become a friend of the St Albans Woodland Burial Trust   | £25        |  |
| To dedicate an existing tree in memory of a loved one (Excludes the cost of any plaque)             | £110       |  |

Reservation of grave space (This may be reserved for £450, which guarantees the grave space with half the remaining cost at time of final payment. Or £900 which is for fully paid grave space with no increase).

Reservation of single grave space for cremated remains (*This may be reserved for £170*, which guarantees the grave space with half the remaining cost at time of final payment. Or £320 which is for fully paid grave space with no increase).

**Please note** that charges apply when interment is made between the hours of 9.00am and 5.00pm. Extraordinary arrangements may incur an additional charge. All charges are reviewed annually by the Trustees. Please make cheques payable to the St Albans Woodland Burial Trust. The Administrator, St Albans Woodland Burial Trust, St. Mark's Church Community Centre, Calder Rise, Bedford. MK41 7UY.

# St Albans Woodland Burial Trust

## **Location of Burial Ground**

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via Keysoe International Equestrian Centre
Church Road
Keysoe
Bedford
MK44 2JP

## **Office Address**

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Calder Rise, Bedford. MK41 7UY
Tel 01234 342613 07436 787409 or 07973 113861

Email: office@woodlandburialtrust.com www.woodlandburialtrust.com

Registered Charity No. 1118216

# **Booking form to be returned to St Albans Woodland Burial Trust**

| Details of Funeral Director   |  | For Office Use  |  |
|---|--|---|--|
| Full name and title of the deceased   |  |   |  |
| Home address  |  |   |  |
| Age in Years  | Date of death  |   |  |
| Size of Coffin - (outside dimensions)   |  |   |  |
| Coffin construction - Must be wicker, solid wood etc No veneers, chipboard mdf etc. (See regs)  |  |   |  |
| Details of Burial   |  |   |  |
| Time and date of burial   |  |   |  |
| Name of funeral celebrant   |  |   |  |
| Location of service prior to burial   |  |   |  |
| grave space. It does not cover fees for church ser  | e woodland burial £900. This charge relates only to the provision of e space. It does not cover fees for church services, ministers fees, ges levied by undertakers or the cost of preparing the ground. |   |  |
| Preparation of grave space £400-£550  |  | £   |  |
| Interment of cremated remains £340 Excludes £60 preparation of ground   |  | £   |  |
| Provision of temporary oak cross marker inscribed   |  | Price on application  |  |
| Reservation of grave space £900 For fully paid grave space with no increase. (This may be reserved for £450. This carries entitlement to a 50% reduction of the cost of a grave space at the time of burial. The remaining sum due will be 50% of the cost of the grave space at the time of burial, not at the time of reservation. This excludes ground preparation charge. |  | £   |  |
| To become a friend of the Trust £25 5 year membership   |  | £   |  |
| To dedicate an existing tree in memory £110 (Excludes the cost of any plaque)   |  | £   |  |
| Bio Pots, biodegradable vase. Price includes installation <i>(or postage and packaging)</i> . £20   |  | £   |  |
|   | Total Cost to St Albans<br>Payment details will given<br>upon invoice  |   |  |
| Details of person instructing and responsi  | ble for payment  |   |  |
| Name and Address  | T  | elephone / Email  |  |
| I have read and agree to abide by the Terms and Burial Trust <b>Signature</b>   | Conditions and Regulation Date   | ons of St Albans Woodland  Prices correct as of 10 January 2022 |  |

# St Albans Woodland Burial Trust

# This booking form must be returned to St Albans Woodland Burial Trust

# **Location of Burial Ground**

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