



# UCKFIELD TOWN COUNCIL

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**Town Clerk – Holly Goring**

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Meeting of the **Environment and Leisure Committee** to be held on  
**Monday 20 March 2023 at 7.00pm**  
in the Council Chambers, Civic Centre, Uckfield

## AGENDA

Under The Openness of Local Government Bodies Regulations 2014, members of the public are able to film or record during a committee meeting.

### 1.0. DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

### 2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

### 3.0. APOLOGIES FOR ABSENCE

### 4.0. MINUTES

- 4.1. Minutes of the meeting of the Environment and Leisure Committee held on 13 February 2023
- 4.2. Action list – for information only
- 4.3. Project Monitoring List – for information only

### 5.0. FINANCE

- 5.1. To note bills paid
- 5.2. To note the Income & Expenditure report ending 31 January 2023
- 5.3. To approve fees and charges for Snatts Road Cemetery in 2023-2024
- 5.4. To consider and approve fees and charges for the hire of Sports facilities in 2023-24

### 6.0. ADMINISTRATION

- 6.1. To approve the Cemetery Rules & Regulations for Snatts Road Cemetery
- 6.2. To review the Town Council's Memorial Safety Policy
- 6.3. To approve the Allotment agreement for circulation to all holders for 1 April 2023
- 6.4. To approve the Allotment Rules & Regulations for circulation to all holders for 1 April 2023

**7.0. ENVIRONMENT**

- 7.1. To note the current position of the Town Council's Estates
- 7.2. To undertake initial consideration of a land transfer request received for a small parcel of land in Olives Meadow

**8.0. LEISURE**

None.

**9.0. REPORTS FROM WORKING GROUPS**

None.

**10.0. REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS**

- 10.1. Active Uckfield
- 10.2. All Weather Pitch Operational Group
- 10.4. Conservators of Ashdown Forest
- 10.5. West Park LNR and Hempstead Meadows LNR – Supporters Group
- 10.6. Luxford Centre Management Committee
- 10.7. Uckfield and District Twinning Association
- 10.8. Uckfield Festival Association
- 10.9. Uckfield Parkrun Board
- 10.10. Uckfield Railway Line Parishes Committee
- 10.11. Uckfield Youth Club Board
- 10.12. Wealden Bus Alliance/Weald Link

**11.0. CHAIRMANS ANNOUNCEMENTS**

**12.0. CONFIDENTIAL BUSINESS**

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted: -

- 12.1. To consider a report on the Marketing programme



**Town Clerk**

14 March 2023



Minutes of the meeting of the **Environment and Leisure Committee** held on  
**Monday 13 February 2023 at 7.00pm**  
**Council Chamber, Civic Centre**

**PRESENT:**

Cllr. S. Mayhew (Chair)  
Cllr. J. Beesley  
Cllr. K. Bedwell  
Cllr. D. French

Cllr. A. Smith (Vice-Chair)  
Cllr. D. Bennett  
Cllr. B. Cox  
Cllr. D. Ward

**IN ATTENDANCE:**

One member of the public  
Councillor Chris Macve

Holly Goring – Town Clerk  
Minutes taken by Holly Goring

**1.0. DECLARATIONS OF INTEREST**

Members and officers were reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on the agenda.

Councillor K. Bedwell declared a prejudicial interest in agenda item 7.2 as a result of her position as Chair of the Ridgewood Village Hall Committee, and the hall being located adjacent to the car park.

Councillor J. Beesley declared a personal interest in agenda item 7.2 in his position as Town Council representative for Ridgewood Village Hall Committee and attending their meetings.

The Town Clerk advised that Councillor K. Bedwell would not be able to speak or vote on the item, and Councillor Beesley could participate in discussions.

**2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION**

Councillor C. Macve wished to speak on section 10.0 of the agenda – reports from outside bodies, but as a Town Councillor, standing orders did not need to be suspended.

Councillor C. Macve suggested that 10.2 be removed from the list of outside body organisations as the local group of Age Concern now ceased to exist and they operated under a different banner. The meeting of the Conservators of the Ashdown Forest was due to take place three weeks prior to the E&L Committee meeting but was cancelled due to bad weather. Councillor C. Macve also wished to comment on agenda item 12.1 under confidential business on the marketing report but would wait until that section of the meeting.

### 3.0. APOLOGIES FOR ABSENCE

No apologies had been received in advance of the meeting but it was thought that Councillor H. Firth was currently unwell.

### 4.0. MINUTES

#### 4.1. Minutes of the meeting of the Environment and Leisure Committee held on the 3 January 2023

**EL.31.02.23** It was **RESOLVED** that the minutes of the meeting of the Environment and Leisure Committee held on the 3 January 2023 be taken as read, confirmed as a correct record and signed by the Chairman.

#### 4.2. Action list

Members discussed items on the action list.

It was agreed to remove the actions on:

2017/18 - Harlands Farm Pond

EL09.06.22 – To consider removal of bin on Hunters Way

EL27.01.23 – To consider the purchase of a new mower/mower attachment

Councillor K. Bedwell suggested that the Grounds staff be notified that the use of the litter bins should be monitored at Ridgewood Recreation Ground, as one individual was seen placing up to 20 dog poo bin bags in one bin at the same time. Members subsequently noted the report.

#### 4.3. Project Monitoring List – for information only

Members noted the report.

### 5.0. FINANCE

#### 5.1. To note bills paid

Members noted the report.

#### 5.2. To note the provisional Income and Expenditure report for end December 2022

Members noted the report.

### 6.0. ADMINISTRATION

#### 6.1 To note the draft minutes from the Strengthening Local Relationships (SLR) meeting held on 17 January 2023

Members were presented with a copy of the draft minutes from the SLR meeting with East Sussex Highways on 17 January 2023.

Members raised their concerns with the queries highlighted and the speed at which matters were being dealt with. They also raised their concerns with road maintenance and the quality of the works being carried out to fill potholes and rectify issues. The Town Clerk advised that similar concerns had been raised by a neighbouring parish and that a letter was due to be presented to Full Council on 6 March 2023 on this matter.

**EL.32.02.23** Members noted the minutes and **RESOLVED** to request the Town Clerk to obtain a copy of the policy and/or procedures for quality control in relation to Highway pothole repairs and road maintenance. They were particularly interested in understanding the procedures for inspecting or signing off of the works undertaken by contractors and subcontractors.

#### 6.2 To review the proposed amendments to the Allotment Agreement and Rules/Regulations

Members reviewed a copy of the Allotment Agreement that new tenants were required to sign, and a copy of the full regulations. These had been updated and would be sent to all allotment tenants at the end of March with the start of the new

contract (fees and charges). These documents included proposed amendments shown by tracked changes in red, for members to consider and discuss and one of the main additions were changes related to Data Protection (GDPR – General Data Protection Regulations).

One member noted that some of the allotment plots were not being tended as well as they should be. Members of the Allotment Working Group explained that there was a new process underway which involved Town Councillors visiting the allotment sites with the Senior Administrative Officer to undertake inspections, and these visits were set up twice a year. These site inspections had proved useful in 2022, and would continue this year. One member noted that the Spring visit in 2022, was slightly too early as a number of tenants had not yet turned their plot over for the growing season. A representative from the Allotment Association had also participated in some of the site visits. Councillor B. Cox further explained that each allotment site now had a site representative which was improving two-way communication between the Town Council and the sites.

A couple of points were raised for review within the regulations:

- one member referred to pesticides and thought that there was a section which requested that tenants did not use glyphosate. Glyphosate was known to be a particular environmentally damaging weedkiller. Councillor Smith was unable to see this referenced in para. 2.6 and requested this clause be added;
- one member was curious as to why the limit for hens was five, when most people who kept hens would have them in even numbers;
- the Town Clerk wished to rephrase the paragraph on bees, as it read in a way that suggested that the Town Council was not supportive of bee keeping, when in fact bees were being kept by the garages adjacent to the Hospital Approach road.

The Chair, Councillor S. Mayhew and Councillor K. Bedwell wished to thank the Senior Administrative Officer for her hard work to research numerous other allotment agreements and regulations, in addition to checking the requirements within the legislation to ensure our documentation remained up to date.

The documents would return to Environment & Leisure Committee on 20 March 2023 for final approval and adoption, so members had time to send any further thoughts or feedback to officers before then.

- 6.3 To review the proposed amendments to the Cemetery Rules and Regulations  
Members reviewed a copy of the cemetery rules and regulations which had been updated to reflect GDPR and information governance procedures, but also incorporated proposed amendments via tracked changes.

The Senior Administrative Officer had changed some of the wording on the renewals to give more time. The Town Clerk mentioned that the working group had highlighted some specific matters in the meeting before Christmas so the clerk would check these had been incorporated and considered, before the rules and regulations returned to Environment & Leisure Committee on 20 March 2023, for approval and adoption.

## **7.0 ENVIRONMENT**

### **7.1 To note the current position of the Town Council's Estates**

A correction was noted on paragraph 2, with regard to the cricket pitch audit being undertaken by the Sussex Cricket Foundation. This should have read 23 January 2023 not February.

One member noted that the bird ringing exercise should be publicised to ensure members of the public were aware of the operations in the nature reserves. Members noted the rest of the report.

## 7.2 To consider proposals for Ridgewood Village Hall Car Park works

Members had been presented with a report and site plan which set out layout and drainage proposals for the car park adjacent to the Village Hall from architects and drainage engineers. Although there were no associated costs identified at this stage, the Town Clerk was keen to obtain initial feedback from members on the design and their preference for materials used. It was due to be presented to both standing committees for comment (Environment & Leisure and General Purposes).

Members found it difficult to put forward feedback on the options as there was no detail available on the associated costs for each option. However the Town Clerk did explain that the costs of the project could be high, and it may be necessary to utilise Community Infrastructure Levy and developer contributions to pay for this project.

Members felt strongly that the project needed to be undertaken, and the car park resurfaced to ensure the safety of users of the car park. It was a very busy car park.

Members discussed the use of grasscrete elsewhere in town, but did recognise that it had to be laid well, otherwise it could cause further trip hazards.

One member felt that the engineer's recommendation – Option 1, would be preferred. A second member also felt that Option 1 was also preferred.

The priority was sorting the drainage out.

Members felt that the layout of the parking bays made the car park look slightly smaller so it was questioned whether there was an opportunity to add a couple of spaces in the middle. It was thought that perhaps the regulations set a size limit on the parking bays, which could result in a reduction in parking bays.

In summary, members felt they didn't have the specialist knowledge to know what would be best, so the engineer's expertise was important. They were also concerned that if you went for a cheaper option, you may have to return and redo the work a couple of years later. It was suggested that perhaps the engineers be invited in or to provide more detail, to help members with their considerations.

## 7.3 To provide an update on signage for the beacon at Victoria Pleasure Ground – marking the Queen's Jubilee

Members thought that it was fairly expensive, and no funding had been set aside in the 2023/24 budget for this project.

It was suggested that perhaps an alternative could be explored – a small shield that could be added down the pole of the beacon for each royal occasion. The Chair thought this had been previously suggested, and this might be a suitable option. It could perhaps be quoted for, for the Queen's Jubilee and King's Coronation, but not imminently, as this was not a current priority.

It was questioned whether the beacon should be upgraded to reflect the King, but members explained that the beacon was specifically installed to celebrate the Queen's Diamond Jubilee and the beacon was often used for other anniversaries, not just royal occasions. For example in 2024, the beacon was due to be lit for the D-Day commemoration.

**EL.33.02.23** Members **RESOLVED** to get the Diamond Jubilee sign cleaned and for the idea of the shields to be explored and costs obtained for the Queen's Jubilee and the King's Coronation.

7.4 To consider an invitation to become part of an East Sussex Highways pilot to reduce grass verge cutting on rural verges in Uckfield Town

East Sussex Highways wrote to all parish and town councils, explaining that a number had participated in a pilot in 2021 and 2022 which sought to reduce the verge cutting of rural grass verges for environmental benefit. East Sussex Highways had received an increase in correspondence requesting this, and although they had run the trial in the previous two years, neither of those years were typical growing seasons.

At present there were two cuts per annum to rural verges which consisted of a 1metre wide swathe undertaken along the verge length with wider cuts made around junctions and areas of reduced visibility. The pilot/trial would involve only visibility cuts being made in May/June and a single 1metre swathe with visibility cuts in the autumn.

The Town Clerk had provided a weblink to the mapping system for members to view, but also summarised within the report that there were very few verges designated as rural in the Uckfield Town boundary. The ones in place tended to be located on the outskirts of the town boundary, such as Eastbourne Road, London Road, Snatts Road and Lewes Road.

Members were mixed in their views, with concerns relating to visibility. It was however recognised that this was a trial, and it was likely that the parish/town councils would be contacted each year as they were now for the urban verge cutting programme on what their preference would be for the next financial year.

**EL.34.02.23** With five votes in favour, one vote against, and one member abstaining it was **RESOLVED** to sign up and trial the early season reduction in rural verge grass cutting undertaken by East Sussex Highways.

**8.0 LEISURE**

8.1 To consider the celebration of King Charles III's Coronation at Victoria Pleasure Ground

The Chair, Councillor S. Mayhew advised that he was aware that there could be a visit to Uckfield by one of the Twin Towns on the same weekend as the King's Coronation. It was also acknowledged that the Rotary Club had offered their support. Brighter Uckfield had also expressed their interest in undertaking a project on the 'Big Help Out' day on the Monday.

Members were being asked to consider their ideas for the weekend, in terms of decoration, purchases, events and activities and possible ideas for the 'Big Help Out' on the Monday.

There were a variety of ideas, and with £2,000 set aside in the Town Council's budget towards the weekend, it was suggested that a working group meet as soon as possible as it was only 11 weeks away.

**EL.35.02.23** Members **RESOLVED** to expand the current events working group membership to also include Councillor A. Smith and Councillor B. Cox and for the Clerk to arrange a meeting as soon as possible.

8.2 To consider a request to remove the activity panels at Ridgewood Recreation Ground Multi Use Games Area

A complaint had been received in relation to the noise stemming from the back panel on the Multi Use Games Area (MUGA) at Ridgewood Recreation Ground. This panel was a cricket activity panel.

Further to officer's investigations, it was found that the MUGA had been

designed with a back panel, so any removal of the panel would result in gaps large enough to lose a ball through, it was also a specifically requested addition to the design of the MUGA, when Uckfield Town Council were liaising with the Play Area Company. Any changes would therefore result in changes needing to be made to the main frame of the MUGA and the addition of the panel was to support a variety of activities and sports within the area for local people, as the recreation ground itself had limited facilities.

Members noted the report and felt that no changes should be made.

- 8.3 To consider additional tourist signage on the access corridors into Uckfield  
Members were given the opportunity to consider ideas for the addition of further brown signs on the access corridors into Uckfield. At present there was one large brown sign on the southbound side of the A22 By-pass which was getting a bit crumpled and out of date, in addition to a couple of specific signs relating to the hotels of East Sussex National and Little Horsted Place.

Facilities that the Town held in esteem, included a historic market town, with a theatre, cinema, local nature reserves, sports facilities and food outlets. There were currently no signs for Uckfield railway station, or Bridge Cottage. This could also be an opportunity for a businesses like Ashdown Radio to sponsor any board or signage on the by-pass.

It was also noted that members had previously sought to find a suitable place to install an information/events board similar to Crowborough. The Town Clerk would take this feedback forward.

## **9.0 REPORTS FROM WORKING GROUPS**

Nothing to report.

## **10.0 REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS**

- 10.1 Active Uckfield  
Nothing to report at this time.
- 10.2 Age Concern  
This outside body should be removed.
- 10.3 All Weather Pitch Operational Group  
Nothing to report at this time.
- 10.4 Conservators of Ashdown Forest  
Nothing to report at this time.
- 10.5 West Park LNR and Hempstead Meadows LNR – Supporters Group  
Nothing to report at this time.
- 10.6 Luxford Centre Management Committee  
Members noted the report.
- 10.7 Uckfield and District Twinning Association  
Nothing to report at this time.
- 10.8 Uckfield Festival Association  
Nothing to report at this time.
- 10.9 Uckfield Parkrun Board  
Nothing to report at this time.



10.10 Uckfield Railway Line Parishes Committee  
Members noted the report.

10.11 Uckfield Youth Club Board  
Nothing to report at this time.

10.12 Wealden Bus Alliance/Weald Link  
Members noted the report.

**11.0 CHAIRMANS ANNOUNCEMENTS**  
None.

**12.0 CONFIDENTIAL BUSINESS**  
**EL.36.02.23** It was **RESOLVED** that pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, because of the confidential nature of the business to be transacted it was advisable in the public interest that the public be temporarily excluded and they were instructed to withdraw.

12.1 To consider a report on the Marketing programme  
Members noted the report.

The meeting finished at 20.55pm.

## UCKFIELD TOWN COUNCIL

### ACTION LIST - FOR INFORMATION ONLY Environment and Leisure Committee

Please note no resolutions can be made from the action list and is for information only.

Resolution No.	Details	Date Raised	Action By	Date Complete
<b><u>EL.28.09.16</u></b>	To consider revised byelaws for the Town Council's <u>Local Nature Reserves</u> (LNRs) Members reviewed the amendments to the byelaws which still require Natural England and DEFRA's approval. It was <b>RESOLVED</b> to accept the revised byelaws.	05.09.16	HG	The Town Council has sealed and signed the byelaws. A public notice will be published soon to provide the public with an opportunity to view the byelaws, prior to their submission to the Secretary of State.
<b><u>EL.26.01.19</u></b>	It was <b>RESOLVED</b> that the Supporter Groups for both reserves be consulted with a view to shorten the byelaws in accordance with DEFRA's comments and report back to the Environment & Leisure committee.	28.01.19		
<b><u>EL35.10.21</u></b>	To review fees and charges for Snatts Road Cemetery for 2022/23 Members noted the report and <b>RESOLVED</b> to: (i) agree to increase the fees and charges for Snatts Road Cemetery in 2022/23 by 1.5%, and; (ii) set up a working group to discuss the pricing structure, the rules and regulations and the future progress of the cemetery provision. Member volunteers included Cllr H. Firth, Cllr B. Cox and Cllr A. Smith.	18.10.21	RN/ HG	A report has been submitted to E&L on 20 March 2023 for member approval. <b>NFA</b>
<b><u>EL44.11.21</u></b>	To review fees and charges for our sports facilities in 2022/23 (i) agree to increase the fees and charges for the hire of sports facilities in 2022/23 by 4%, and; (ii) agree to set up a working group to discuss the pricing structure and the provision of sports facilities (member volunteers to be re-dressed about this at the Environment and Leisure meeting on 16 May 2022).	15.11.21	RN/ HG	A report has been submitted to E&L on 20 March 2023 for member approval. <b>NFA</b>

Resolution No.	Details	Date Raised	Action By	Date Complete
<b><u>EL72.05.22</u></b>	<u>To consider illegal tree works to Town Council trees</u> Members noted the report and <b>RESOLVED</b> to: (i) agree that a strongly worded letter be sent to the resident requesting that they clear up the mess created at their own expense, and; (ii) donate to plants and new trees elsewhere, but if not carried out; (iii) pursue legal action as recommended by Wealden DC.	16.05.22	RN	A response was received from the resident, and solicitors were instructed.  No response since 1 September - solicitors have been chased for an update
<b><u>EL73.05.22</u></b>	<u>To consider a number of improvements to direct tourism to Uckfield</u> Members noted the report and <b>RESOLVED</b> to: (i) introduce the following ideas for improvements to direct tourism to Uckfield at the next infrastructure working group meeting: better parking facilities for motorhomes in town and improved signage, and to; (ii) consider if there is anything additional that should be explored to be discussed at that next meeting, and; (iii) for the Estates and Facilities Manager to explore those initiatives put forward already with the various responsible agencies, including any leverage through ES Highways for proper signage from developers.	16.05.22	RN/ HG	In progress.
<b><u>EL08.06.22</u></b>	<u>To consider proposal for a Queen's Platinum Jubilee Sign at Victoria Pleasure Ground</u> With eight members voting in favour, and one abstaining, members noted the report and <b>RESOLVED</b> to: (i) task the Clerk with obtaining costings for a matching sign on the opposite side of the beacon at Victoria Pleasure Ground to commemorate The Queen's Platinum Jubilee, and; (ii) rejuvenating the current Diamond Jubilee sign, and; (iii) the possibility of having smaller signs attached for other tributes and beacon lighting events.	27.06.22	RN	EL.33.02.23 - Members resolved to get the Diamond Jubilee sign cleaned and for the idea of the shields to be explored and costs obtained for the Queen's Jubilee and the King's Coronation. Will be explored during 2023/24.

Resolution No.	Details	Date Raised	Action By	Date Complete
<b><u>EL.15.09.22</u></b>	<u>To note temporary bench removal – Hempstead Meadows (anti-social behaviour)</u> Members noted the report and <b>RESOLVED</b> to: (i) reinstate the bench within Hempstead Meadows Local Nature Reserve; (ii) for the Town Council to engage with the local PCSO in relation to any reported incidents of alcohol and drug abuse in this area, and for; (iii) local residents to be asked to report any ongoing concerns of anti-social behaviour to Sussex Police in order for them to monitor and implement any changes on their patrols.	28.09.22	HG	The Town Clerk held conversations with the PCSOs with regard to this area of the nature reserve. They would incorporate this area within their patrols and repositioning of the bench might help. The Town Clerk would therefore liaise with the Ranger over the winter months to see if an alternative position would be more suitable.
<b><u>EL.16.09.22</u></b>	<u>7.4 To consider street lighting repairs</u> Members noted the report and <b>RESOLVED</b> to: (i) agree with proposals to carry out repairs on the street lights within the report, and; (ii) for the Town Council to get back in touch with East Sussex Highways to arrange for further details to be presented to Full Council for consideration on street lighting designs.	28.09.22	JH	Confirmation was given to the ES Highways Streetlighting team for works to be carried out. A new contractor has been employed who we understand have set a time period for street light works to commence in May.
<b><u>EL.32.02.23</u></b>	<u>6.1 To note the draft minutes from the Strengthening Local Relationships (SLR) meeting held on 17 January 2023</u> Members noted the minutes and <b>RESOLVED</b> to request the Town Clerk to obtain a copy of the policy and/or procedures for quality control in relation to Highway pothole repairs and road maintenance. They were particularly interested in understanding the procedures for inspecting or signing off of the works undertaken by contractors and subcontractors.	13.02.23	HG	This action has been superseded by discussions at Full Council on 6 March 2023. <b>NFA.</b>
<b><u>EL.34.02.23</u></b>	<u>7.4 To consider an invitation to become part of an East Sussex Highways pilot to reduce grass verge cutting on rural verges in Uckfield Town</u> With five votes in favour, one vote against, and one member abstaining it was <b>RESOLVED</b> to sign up and trial the early season reduction in rural verge grass cutting undertaken by East Sussex Highways.	13.02.23	HG	The Town Clerk contacted the Contracts Management Team on 22 February 2023, to advise them of this decision. This was acknowledged by the team. <b>NFA.</b>

<b><u>EL.35.02.23</u></b>	<p>8.1 To consider the celebration of King Charles III's Coronation at Victoria Pleasure Ground</p> <p>Members <b>RESOLVED</b> to expand the current events working group membership to also include Councillor A. Smith and Councillor B. Cox and for the Clerk to arrange a meeting as soon as possible.</p>	13.02.23	HG/RN	An initial working group meeting was held on 6 March and plans are underway.
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**UCKFIELD TOWN COUNCIL  
ENVIRONMENT & LEISURE COMMITTEE  
PROJECT MONITORING FORM 2022/23**

**Projects in 2021/22 Budget – New Initiatives**


Project Name	Green Projects plus £5,000 in earmarked reserves		Project Number	58
<b><u>FC.64.01.21</u></b>	£18,000 minus £1,800 =£16,200	18.01.21	Carbon footprint audit carried out £1,800.	

**Projects in 2022/23 Budget – New Initiatives**

Project Name	Speed reduction initiative (already have £3,199.64 in earmarked reserves)		Project Number	69
<b><u>FC.82.01.22</u></b>	Plus £2,000 placed into budget in 2022/23	17.01.22	Will be utilised when further research has been undertaken into the various roadside initiatives available.	

Project Name	Tree for a tree planting programme		Project Number	72
<b><u>FC.82.01.22</u></b>	£2,000	17.01.22	Fruit trees have been purchased for planting at West Park. Awaiting confirmation of funding spent and tree planting programme completion before removing action.	

**UCKFIELD TOWN COUNCIL**  
**ENVIRONMENT & LEISURE COMMITTEE**  
**PROJECT MONITORING FORM 2022/23**

	Total spent: £480.38	18.10.22	<p>Further tree planting is due to take place during the winter season, with a variety of fruit trees being purchased and planted in a strip of land between Rocks and West Park.</p> 
	Total spent to date: £1693.37 (includes stakes etc)	05.02.23	This winter's programme is now more or less complete, so the remainder could be considered for carry forward by members in the new financial year.
		14.03.23	<b>NFA</b> this financial year. Any underspend will be recommended for carry forward into earmarked reserves.

**Environment Leisure Committee as at 31 Jan 2023**

	Apr 22 Actuals £	May 22 Actuals £	Jun 22 Actuals £	Jul 22 Actuals £	Aug 22 Actuals £	Sep 22 Actuals £	Oct 22 Actuals £	Nov 22 Actuals £	Dec 22 Actuals £	Jan 23 Actuals £	Actuals at 31 Jan 23	Budgeted at 31 Jan 23	Feb 23 Budget £	Mar 23 Budget £	Total 2022/23	Budget 2022/23
<b>Sales</b>																
Contribution to Town Centre Security	0	0	0	575	0	45	0	0	0	0	620	620	0	0	620	620
Weald Hall Events	893	900	706	952	1,276	2,121	6,942	3,785	2,698	1,272	21,543	17,000	1,500	1,500	24,543	20,000
Allotments	111	125	34	160	0	103	0	2,026	17	12	2,588	4,000	0	6,100	8,688	6,100
Allotment Deposits	160	129	52	312	0	0	150	520	52	104	1,479	640	80	80	1,639	800
Playing Fields & Pitches, Sport Income	25	28	75	434	161	75	245	0	2,544	0	3,588	3,500	0	7,912	11,500	11,500
Playing Fields & Pitches, Event Income	0	365	26	105	3,936	431	0	30	0	0	4,893	4,500	0	1,000	5,893	5,500
WDC- WPark Culverts Agreement	0	0	0	0	370	0	0	0	0	0	370	400	0	0	370	400
Cemetery - Interments	1,257	1,390	1,611	4,740	2,186	3,000	3,310	1,855	3,926	1,036	24,310	31,250	3,125	3,125	30,560	37,500
Cemetery - Memorials	466	323	596	739	56	1,612	795	273	534	0	5,394	5,000	500	500	6,394	6,000
Cemetery - Sundry income	0	0	0	0	0	0	0	0	0	0	0	0	0	200	200	200
Cemetery Maintenance Charge	299	398	498	299	100	299	442	199	299	100	2,929	3,400	300	300	3,529	4,000
Env Sundry Income	0	0	0	0	0	0	0	0	0	0	0	0	0	200	200	200
Litter/bus station	0	0	0	663	0	0	0	331	0	0	994	994	331	0	1,325	1,325
Road Safety Week/Eco EXPO	621	0	0	75	0	0	0	0	0	0	696	150	0	0	696	150
Roundabout income	0	0	0	864	0	0	0	0	0	0	864	850	0	0	864	850
<b>Total Sales</b>	<b>3,831</b>	<b>3,658</b>	<b>3,598</b>	<b>9,917</b>	<b>8,085</b>	<b>7,684</b>	<b>11,883</b>	<b>9,019</b>	<b>10,069</b>	<b>2,523</b>	<b>70,268</b>	<b>72,304</b>	<b>5,836</b>	<b>20,917</b>	<b>97,021</b>	<b>95,145</b>
<b>Boxes highlighted are to be funded or part funded by earmarked reserves/set budgeted projects</b>																
<b>Purchases</b>																
Clothing - Corp & Prot - Indoor staff	101	0	70	0	0	86	54	165	0	137	614	650	0	0	614	650
Street lights, New	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Street lights, supply & maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	11,000	11,000	11,000
Street light repairs	0	0	0	0	28,512	3,848	0	0	0	0	32,360	13,000	0	0	32,360	13,000
Bus shelters	0	0	0	0	0	0	0	0	0	0	0	50	0	50	50	100
Allotments	0	96	861	0	460	1,361	0	1,049	103	0	3,930	1,500	0	0	3,930	1,500
Playing fields and pitches	838	781	9,329	1,070	1,476	2,012	450	753	265	987	17,960	18,000	0	0	17,960	17,500
Playfing fields electricity	0	16	0	52	16	16	0	16	33	0	150	144	0	350	500	500
Play Areas	359	145	0	85	413	0	0	718	0	0	1,720	2,250	0	750	2,470	3,000
Cemetery, grave digging	104	0	320	320	0	0	960	0	960	960	3,624	5,000	750	750	5,124	6,500
Cemetery, rates & water	186	190	190	190	216	190	190	213	190	190	1,946	2,000	0	0	1,946	2,000
Cemetery, litter	216	252	216	227	278	215	295	252	202	307	2,461	1,500	150	150	2,761	1,800
Cemetery, maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	400	400	400
General equipment repairs	150	110	236	338	27	0	427	873	0	1,739	3,902	2,000	0	0	3,902	2,000
New Equipment	500	12	811	1,584	0	0	0	0	0	20,700	23,607	2,500	0	0	23,607	2,500
Ground Maintenance Contract	0	0	4,242	0	0	0	0	0	0	0	4,242	0	0	0	4,242	0
Ground Maintenance General	41	106	45	0	63	47	422	153	383	569	1,829	1,500	0	500	2,329	2,000
Hire of Equipment	0	0	0	0	0	0	0	0	0	0	0	500	0	0	0	500
LNRS & Sites of Interest (Ranger)	1,966	1,966	1,966	1,966	1,966	1,966	1,966	3,413	2,135	2,135	21,445	23,293	2,329	2,329	26,104	27,952
LNRS & Sites of Interest (Working budget)	0	81	167	57	0	210	15	132	16	112	790	2,250	0	750	1,540	3,000
Transit	207	203	220	485	0	0	269	129	0	1,375	2,888	2,000	0	0	2,888	2,000
Ford Ranger	104	118	142	218	538	780	113	189	120	0	1,900	1,500	0	0	1,900	1,500
Tractor maintenance & running costs	0	0	147	48	893	72	214	0	0	0	1,374	1,500	0	0	1,374	1,500
Movana Vehicle	395	469	120	356	0	320	227	372	112	0	2,374	2,000	0	0	2,374	2,000
Fencing	0	0	0	0	44	1,222	0	0	0	0	1,266	1,000	0	0	1,266	1,000
Trees	0	861	800	800	0	410	8,780	200	0	11,965	23,815	12,000	1,000	1,000	25,815	12,000
Graffiti removal	0	0	0	0	0	0	0	0	0	0	0	0	0	50	50	50
Litter bins	0	0	0	0	0	0	0	32	930	0	961	1,000	0	0	961	1,000
Litter collection, open spaces	700	893	620	1,087	909	882	836	504	714	1,083	8,228	7,083	708	708	9,645	8,500
Horticulture	0	0	0	0	0	0	0	0	0	0	0	0	0	300	300	300
Roundabout expenditure	0	0	0	0	0	0	0	0	0	0	0	0	0	50	50	100
Weald Hall Events	34	128	2,355	80	0	2,500	2,675	139	1,009	4,000	12,919	13,000	1,000	1,000	14,919	15,000
Corp dev- signage outside areas	1,120	0	0	432	0	0	0	0	0	0	1,552	500	0	0	1,552	500
Groundsmen - salaries	5,095	6,648	5,627	7,725	7,374	7,545	7,341	11,830	8,370	8,157	75,712	85,950	8,595	8,595	92,902	103,140
Groundsmen - National insurance	425	544	505	706	653	679	649	1,214	737	707	6,819	6,147	650	650	8,119	7,447
Groundsmen - Pension	1,454	1,766	1,535	1,973	1,887	1,904	1,898	3,070	2,095	2,106	19,687	15,815	1,582	1,582	22,850	18,978
Town Security/CCTV	1,158	60	55	56	58	58	60	55	56	61	1,676	2,019	91	91	1,858	2,200
Floral displays	0	1,257	478	478	478	478	0	0	0	0	3,169	3,500	0	0	3,169	3,500
Repair and replace street furniture	560	416	0	464	0	0	0	179	0	0	1,619	1,500	0	0	1,619	1,500
Cleaning materials	0	53	0	0	0	0	0	0	0	0	53	75	0	25	78	100
Performing rights	0	0	0	272	0	0	0	0	0	0	272	250	0	0	272	250
Event Advertising Marketing	80	0	195	80	530	120	230	80	80	225	1,620	3,000	0	1,000	2,620	4,000
Weald on the Field	563	0	106	723	7,022	80	0	0	0	0	8,494	3,000	0	0	8,494	3,000
Road safety week/Eco Expo	514	150	0	0	0	0	0	0	0	0	664	0	0	0	664	0



Environment Leisure Committee as at 31 Jan 2023

	Apr 22 Actuals £	May 22 Actuals £	Jun 22 Actuals £	Jul 22 Actuals £	Aug 22 Actuals £	Sep 22 Actuals £	Oct 22 Actuals £	Nov 22 Actuals £	Dec 22 Actuals £	Jan 23 Actuals £	Actuals at 31 Jan 23	Budgeted at 31 Jan 23	Feb 23 Budget £	Mar 23 Budget £	Total 2022/23	Budget 2022/23
Parkway Mower running costs	157	161	0	665	1,824	0	0	0	0	331	3,138	0	0	0	3,138	0
Repairs to Holy Cross Churchyard Path	0	0	0	0	1,389	0	0	0	0	0	1,389	0	0	0	0	0
HMLNR & WPLNR	0	0	0	0	0	0	0	0	0	0	0	0	0	500	500	500
<b>Total Purchases</b>	<b>17,027</b>	<b>17,483</b>	<b>31,358</b>	<b>22,539</b>	<b>57,026</b>	<b>27,001</b>	<b>28,069</b>	<b>25,731</b>	<b>18,510</b>	<b>57,848</b>	<b>302,170</b>	<b>238,977</b>	<b>16,855</b>	<b>32,580</b>	<b>350,216</b>	<b>285,967</b>

Of which £71,843 Earmarked reserves

New initiatives 2022/23

Victoria and Ridgewood Signage	1,120	0	0	0	0	0	0	0	0	0	1,120	1,000	0	0	1,120	1,000
ESCC Grass Verge cutting	4,356	0	0	0	0	0	0	0	0	0	4,356	4,356	0	0	4,356	4,356
Grasscutting/Ride On Mower	0	0	0	0	0	0	0	0	0	0	9,000	9,000	0	0	0	9,000
Replacement ground tools and equipment	0	2,852	0	0	0	0	0	0	0	0	2,852	2,000	0	0	2,852	2,000
Speed reduction initiatives	0	0	0	0	0	0	0	0	0	0	0	2,000	0	0	0	2,000
Platinum Jubilee celebrations	0	446	434	0	0	0	0	0	0	0	880	500	0	0	880	500
Purchase of more animal friendly bins	0	0	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
Tree for a tree planting programme	38	0	0	0	0	0	0	1,655	0	0	1,693	2,000	0	0	0	2,000
<b>Total New Initiatives 2022/23</b>	<b>5,514</b>	<b>3,298</b>	<b>434</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,655</b>	<b>0</b>	<b>0</b>	<b>19,901</b>	<b>22,356</b>	<b>0</b>	<b>0</b>	<b>9,208</b>	<b>22,356</b>

Additional income streams

Weald on the Field Sponsorship and 50% pitch fee income	0	0	0	0	(2,312)	0	(1,010)	0	0	0	(3,322)	N/A	0	0	N/A	N/A
Eco EXPO Income	(621)	0	0	(75)	0	0	0	0	0	0	(696)	N/A	0	0	N/A	N/A
Platinum Jubilee Income	0	0	(1,627)	0	0	0	0	0	0	0	(1,627)	N/A	0	0	N/A	N/A
Fields in Trust Grant funding	0	0	0	0	0	(5,000)	0	0	0	0	(5,000)	N/A	0	0	N/A	N/A
Sundry income	0	(6,500)	0	0	0	0	0	0	0		(6,500)	N/A	0	0	N/A	N/A

Earmarked reserves spend to date

Fencing (incl. Hedgerow)	0	0	0	0	0	1,222	0	1,298	0	1,178	3,698
Our Parks	0	0	0	0	2,500	0	0	0	1,250	0	3,750
Streetlighting	0	0	0	0	28,512	0	0	0	0	0	28,512
Major Contoura Mower	0	0	0	0	0	0	0	0	0	20,700	20,700
Ash Dieback	0	0	0	0	0	0	8,780	0	0	11,965	20,745
Road Safety Week/Eco Expo	514	150	0	0	0	0	0	0	0	0	664

78,069

## **Meeting of the Environment & Leisure Committee**

**Monday 20 March 2023**

### **Agenda Item 5.3**

#### **TO APPROVE FEES AND CHARGES FOR SNATTS ROAD CEMETERY IN 2023/24**

##### **1.0 Summary**

1.1 Every year as part of the budget setting process, the Town Council is required to review its fees and charges. In addition to the fees and charges for our room hire and sports facilities, the Town Council is also required to review the fees and charges for burial and ashes interments along with memorial fees set for Snatts Road Cemetery.

1.2 In the past four years the Environment & Leisure Committee has agreed to increase all fees by 1.5% each year for the Cemetery. A copy of the current rates are attached at Appendix A for reference.

##### **2.0 Review of Cemetery fees and charges**

2.1 The Fees and Charges Working Group met on 19 December 2022 to discuss and identify any areas they may wish to explore further, to benefit users as well as to cover costs and maximise use of the cemetery land.

2.2 Research was undertaken to consider comparisons with other similar sized local councils and parishes. The costs and findings were varied, although it was evident that some areas charged more than others, especially to non-residents for certain items such as the Deed for The Exclusive Right of Burial, interments and memorials. The fees for those are tripled in East Grinstead and Haywards Heath for example.

2.3 However, on balance the fees and charges for those authorities researched were not broadly dissimilar in terms of overall costs. It was also recognised that every authority area had its own priorities and reasons for certain charges to be higher than others, for example the cost for non-parishioners might be higher due to the authority having limited space for burials and interments.

##### **3.0 Increased costs – supplies and resources**

3.1 Uckfield Town Council needs to ensure that it still has appropriate capacity to provide the services required by their own residents.

3.2 With the rising cost of living, this has had an impact on the provision of health and safety equipment to support graves, materials and ongoing maintenance of cemetery land. For example the cost of wood and cemetery supplies have increased and salary/contractor costs for the preparation of the graves. Material costs have increased substantially. Salary costs have increased in the region of three to four percent in the past financial year.

##### **4.0 Review of Cemetery Rules and Regulations - updated 2023**

4.1 The regulations were last reviewed in 2015. A thorough review has been undertaken by members and advice has been sought from ICCM (the Institute of Cemeteries and Crematorium Management).

- 4.2 It was stated that clarification was required within our fees and charges. For example, although it is stated in our fees and charges that non-parishioners (residents) are charged double for all exclusive rights and interments, the following example needed to be made clear within the Cemetery Rules and Regulations.

A flat fee is chargeable for the purchase of the Exclusive Right of Burial (by a non-parishioner) in conjunction with a resident discount for the interment. Members are asked to decide if they agree to this being added within the Cemetery Rules and Regulations.

- 4.3 The ICCM advised that it is for the local burial authority to make their own decision about their fees and charges. Local authorities needed to provide a basic level of service to their local residents and the additional charges for individuals from outside of the local area would ensure that a local authority still had appropriate capacity to provide the services required for their own residents.

- 4.4 ICCM:  
The Local Authorities Cemeteries Order 1977:

***General powers of management***

*3.-(1) Subject to the provisions of this order, a burial authority may do all such things as they consider necessary or desirable for the proper management, regulation and control of a cemetery.*

***Fees and other charges***

*15.-(1) Subject to the provisions of this article a burial authority may charge such fees as they think proper-*

*(a) for or in connection with burials in a cemetery;*

*(b) for any grant of a right to place and maintain a tombstone or other memorial in a cemetery otherwise than in a chapel provided as mentioned in article 6(1)(b); or*

*(c) for any grant of a right to put an additional inscription on such a tombstone or other memorial.*

*In determining the fees to be charged the burial authority shall take into account the effect of any resolution under section 147(3) of, or under paragraph 6 of Schedule 26 to, the Act.*

ICCM have stated that local authorities can continue to charge increased amounts for burial or cremation of individuals from outside their local area, since local residents will have been contributing to local services through the payment of council tax and as such will have already been providing a financial contribution to all local services that an individual from outside the area will not have.

**5.0 Recommendation**

- 5.1 Taking into account the review of cemetery charges elsewhere, and the increase in material and resources, it is recommended that members approve an increase of 5.0% on the current fees and charges for Snatts Road Cemetery.

**Appendices:** Appendix A: Current fees and charges for 2022-23  
Appendix B: Local Authorities Cemeteries Order 1977

**Contact Officer:** Rachel Newton

## Rules and Regulations

The Snatts Road Cemetery Regulation, a copy of which can be obtained from the Town Council offices, must be adhered to at all times.



Uckfield Town Council

Council Offices, Civic Centre, Uckfield TN22 1AE  
Tel: 01825 762774  
[www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)



Uckfield Town Council

## Snatts Road Cemetery Fees

As at **1 April 2022**  
Snatts Road Cemetery Fees  
as fixed by Uckfield Town Council



Please note: All Exclusive Rights, interment and memorial fees in sections 1-5 are **DOUBLED** for non-parishioners (*non-parishioners are those that have lived outside the parish for six months or more*)

## BURIALS

1. **INTERMENT FEE** (including excavation)
  - a. New grave any depth £659.75
  - b. Re-open existing grave £540.00
  - c. Charges for babies and children on application
2. **EXCLUSIVE RIGHT OF BURIAL IN EARTHEN GRAVE**  
Deed for the Exclusive Right of Burial for a period of 75 years
  - a. Adult over 18 years of age £763.25
  - b. Child between 1 and 18 years of age £252.50
  - c. Babies under 1 year (parishioners only) Nil  
(see below)

The Town Council does not charge for a baby plot for those under 1 year old and will retain the Exclusive Right of Burial unless the plot is purchased at a cost of £240.50. In line with The Social Fund (Children's Funeral Fund for England), burial authorities can claim back the fees incurred for the above exclusive right of burial for a child between 1 and 18 years of age.

## ASHES

3. **THE GARDEN OF REMEMBRANCE**
  - a. Deed for the Exclusive Right of Burial of Ashes for a period of 75 years £362.50
  - b. Interment of cremated remains £133.00
4. **CLOISTERED GARDEN OF REMEMBRANCE**  
The Exclusive Right of Burial of Ashes is not required in this section
  - a. Scattering of cremated remains £133.00

## 5 MEMORIALS

For the right to erect or place a memorial on a grave the Exclusive Right of Burial must be purchased. The Town Council must approve all memorials and inscriptions including those for babies under 1 year old where the council holds the Exclusive Right of Burial.

Headstones only are permitted on the lawn section plot numbers X1-X296

All memorial sizes must be in accordance with the Cemetery Regulations.

- a. Headstone £161.40 + VAT
- b. Kerb sets including headstone £355.25 + VAT
- c. Kerb sets or book £192.90 + VAT
- d. Tablet – Garden of Remembrance £161.40 + VAT
- e. Plaque – Cloistered Remembrance Wall (single size) – 25 year licence £161.40 + VAT
- f. Plaque – Cloistered Remembrance Wall (double size) – 25 year licence £211.15 + VAT
- g. Additional inscription £55.85 + VAT
- h. Vase memorial only £67.00 + VAT
- i. Rose tree £89.85 + VAT

## 6 OTHER CHARGES

- a. Cemetery maintenance charge £99.50 + VAT  
Applicable for all burial and ashes interments
- b. Fee for search of burial records £10.45 + VAT
- c. Transfer of Deed of Exclusive Rights of Burial £43.90 + VAT

# STATUTORY INSTRUMENTS

1977 No. 204

## BURIAL, ENGLAND AND WALES

### The Local Authorities' Cemeteries Order 1977

*Made* 5th January 1977

*Laid before Parliament* 18th January 1977

*Coming into Operation* 10th March 1977

The Secretary of State for the Environment, in relation to England, and the Secretary of State for Wales, in relation to Wales, after consultation with associations appearing to them to be representative of local authorities and with other bodies appearing to them to be concerned, in exercise of the powers conferred upon them by sections 214(3) and 266(2) of the Local Government Act 1972 and of all other powers enabling them in that behalf, hereby make the following order:-

#### ***Title and commencement***

1. This order may be cited as the Local Authorities' Cemeteries Order 1977 and shall come into operation on the 30th day following the day on which it has been approved by a resolution of each House of Parliament.

#### ***Interpretation***

- 2.-(1) The Interpretation Act 1889 shall apply for the interpretation of this order as it applies for the interpretation of an Act of Parliament.

(2) In this order, unless the context otherwise requires -

"the Act" means the Local Government Act 1972;

"bishop" means, in relation to any ecclesiastical district or place not subject to the jurisdiction of a bishop, the authority known to the law of the Church of England as "the ordinary";

"burial" includes-

(a) the interment of cremated human remains;

(b) the interment of the bodies of still-born children or of the cremated remains thereof; and

(c) the placing in a vault of human remains, cremated human remains, or the bodies of stillborn children or the cremated remains thereof;

"burial authority" means the council of a district, London borough, parish or community, the Common Council of the City of London, the parish meeting of a parish having no parish council, whether separate or common, or a joint board established under section 6 of the Public Health Act 1936 or by or under any local Act for the provision and maintenance of cemeteries;

"cemetery" means a cemetery provided and maintained by a burial authority;

"computer" means any device for storing and processing information [Inserted by The Local Authorities Cemeteries (Amendment) Order 1986 art 2(2)]

"consecration" means consecration according to the rites of the Church of England, and cognate expressions shall be construed accordingly;

"grave" includes a walled grave, but subject to the provision of article 16(2) does not include a vault;

"the order of 1974" means the Local Authorities' Cemeteries Order 1974;

"the specified circumstances", in respect of any owner or person, are where-

any communication addressed to him at his last recorded address has been returned to the burial authority (whether as such or otherwise) as undeliverable; or

his last recorded address is that of premises which no longer exist;

"tombstone" includes kerbs;

"vault" means a chamber provided for the reception of human remains or cremated human remains, together with the access thereto;

"walled grave" means a grave the sides of which are lined with walls; and

"the Welsh Church Act" means the Welsh Church Act 1914, and "the area subject to the Welsh Church Act" means the area in which the Church of England was disestablished by that Act.

**(3)** Any reference in this order to a chapel provided as mentioned in article 6(1)(b) includes a reference to any chapel provided under section 2(2) or (3) of the Burial Act 1900 or to article 6(1)(b) of the order of 1974.

**(4)** For the purposes of this order, subject to the provisions thereof, any power or right to provide anything includes a power or right to maintain it.

**(5)** Any reference in this order to a right to place and maintain a tombstone or other memorial includes a right to place a tombstone or other memorial.

**(6)** Any reference in any provision of this order other than paragraph 5, 11 or 14 of Schedule 3 (as to which provision is made in paragraph 19 of that Schedule) to a right described in article 10(1)(a)(i) or(ii) includes a reference to any right granted under sub-paragraph (a) of article 9(1) of the order of 1974 or any enactment replaced by that sub-paragraph, and the reference in article 10(1)(c) to a right described in (a)(i) includes a reference to any similar right so granted.

**(7)** For the purposes of this order any railings surrounding a grave, vault, tombstone or other memorial shall be treated as forming part thereof.

**(8)** In this order, unless the context otherwise requires, references to any enactment shall be construed as references to that enactment as amended, extended or applied by or under any other enactment or by this order.

**(9)** Any reference in this order to a numbered article or Schedule shall, unless the reference is to an article or Schedule of a specified order, be construed as a reference to the article or Schedule bearing that number in this order.

**(10)** Any reference in any article, Schedule or Part of a Schedule of this order to a numbered paragraph shall, unless the reference is to a paragraph of a specified article, Schedule or Part of a Schedule, be construed as a reference to the paragraph bearing that number in the first-mentioned article, Schedule or Part of a Schedule.

### ***General powers of management***

**3.-(1)** Subject to the provisions of this order, a burial authority may do all such things as they consider necessary or desirable for the proper management, regulation and control of a cemetery.

**(2)** Nothing in paragraph (1) shall be construed as authorising -

**(a)** any action relating to any chapel provided as mentioned in article 6(1)(b); or

**(b)** any action relating to any vault, or any tombstone or other memorial, other than action which is necessary to remove a danger which arises by reason of the condition of the vault, or the tombstone or other memorial, itself.

**(3)** Where in the exercise of the powers conferred by paragraph (1) a burial authority enter into any agreement with the rural dean or the representatives of a particular denomination or religious body in relation to the management of any part of a cemetery, or where any such agreement has been entered into under paragraph (1) of article 3 of the order of 1974 or enactments replaced by that paragraph-

**(a)** the first-mentioned paragraph shall have effect subject to the provisions of the agreement; and

**(b)** article 16 shall not be construed as empowering any departure from such provisions.

### ***Layout, repair and access***

**4.-(1)** A burial authority may enclose, lay out and embellish a cemetery in such manner as they think fit, and from time to time improve it, and shall keep the cemetery in good order and repair, together with all buildings, walls and fences thereon and other buildings provided for use therewith.

Nothing in this paragraph shall be construed as requiring any action in relation to any chapel provided as mentioned in article 6(1)(b).

**(2)** Schedule 1 shall have effect with respect to the provision of access to cemeteries.

### ***Consecration, and setting apart for particular denominations***

**5.-(1)** Subject to paragraphs (2) and (3), a burial authority may if they think fit-

- (a)** apply to the bishop of the diocese in which a cemetery is situated for the consecration of any part thereof;
- (b)** set apart for the use of a particular denomination or religious body any part of a cemetery which has not been consecrated.

**(2)** A burial authority in exercising the powers conferred by paragraph (1) shall satisfy themselves that a sufficient part of the cemetery remains unconsecrated and not set apart for the use of particular denominations or religious bodies.

**(3)** Paragraph (1)(a) does not apply to cemeteries within the area subject to the Welsh Church Act, and any part of such a cemetery which was consecrated before the end of March 1920, or in respect of which a ceremony of consecration was performed between that time and 1st April 1974 in accordance with the rites of the Church in Wales, shall be treated for the purposes of this order as having been set apart for the use for that Church (and as not having been consecrated).

**(4)** A burial authority shall mark off any consecrated part of a cemetery in such manner as they consider suitable.

**(5)** Notwithstanding the consecration or setting apart for the use of a particular Christian denomination of the part of a cemetery in which any burial is to be effected, the burial may take place without any religious service or with such Christian and orderly religious service at the grave, conducted by such person or persons, as the person having the charge of or being responsible for the burial may think fit.

**(6)** A burial authority may at the request of a particular denomination or religious body prohibit the interring or scattering of cremated human remains in or over a part of the cemetery set apart for their use.

### ***Provision of chapels***

**6.-(1)** A burial authority may provide chapels as follows-

- (a)** on any part of a cemetery which is not consecrated or set apart for the use of a particular denomination or religious body, they may provide any chapel which they consider necessary for the due performance of funeral services, and
- (b)** on any part of a cemetery which is consecrated or so set apart, they may, subject to paragraph (3), provide a chapel for the performance of funeral services according to the rites of the Church of England or other particular denomination or religious body.

**(2)** A chapel provided on any part of a cemetery which is neither consecrated nor set apart for the use of a particular denomination or religious body shall not itself be consecrated or reserved for such use.

**(3)** A burial authority may provide a chapel as mentioned in paragraph (1)(b) only at the request of members of the Church of England or other particular denomination or religious body, and out of funds provided for the purpose otherwise than by the authority; and the authority shall not be required to maintain any chapel so provided except so far as funds provided otherwise than by them are available for that purpose.

**(4)** At the request of persons appearing to them to be representative of the members of the Church of England or other particular denomination or religious body at whose request a chapel was provided as mentioned in paragraph(1)(b), a burial authority may make such chapel available for funeral services according to the rites of any other such body or for the due performance of any funeral services.

**(5)** Where the cemeteries of any two authorities adjoin each other, the authorities may agree to exercise their powers under paragraph (1) by providing jointly, on either cemetery or partly on one and partly on the other, one chapel to be used in connection with both cemeteries in accordance with the terms of the agreement.

**(6)** A burial authority may furnish and equip their chapels in such manner as they think proper, but, in the case of one provided as mentioned in paragraph(1)(b), only out of funds provided for the purpose otherwise than by the authority.



(7) Where a chapel provided as mentioned in paragraph (1)(b) becomes dangerous, a burial authority may take such action, including removal, in relation thereto as they consider proper.

#### ***Provision of mortuaries and biers***

7.-(1) A burial authority may if they think fit provide a mortuary for use in connection with a cemetery, and may furnish and equip any mortuary so provided in such manner as they think proper.

(2) A burial authority may provide biers, and such other things as they consider necessary or desirable, for use in connection with burials taking place in a cemetery.

#### ***Arrangements for sharing of facilities***

8.-(1) A burial authority may enter into such agreements as they think fit for -

- (a) the use in connection with burials taking place in a cemetery of chapels, mortuaries, biers and other things provided by persons other than the authority, or
- (b) the use in connection with burials taking place in other places of burial, or in connection with cremations, of any chapel, mortuary, bier or other thing provided for use in connection with burials taking place in the cemetery.

Nothing in this paragraph shall be construed as authorising any action in relation to any chapel provided as mentioned in article 6(1)(b).

(2) An agreement under this article may include terms as to the services of any staff employed in connection with the subject matter of the agreement.

#### ***Plan and record of cemetery***

9.-(1) A burial authority shall maintain a plan showing and allocating distinctive numbers to-

- (a) all graves or vaults in which burials are made after the coming into operation of this order or are known to have been made before that event; and
- (b) the grave spaces subject to the specified rights.

(2) A burial authority shall also maintain records, by reference to the numbers in the plan, of-

- (a) the burials made after the coming into operation of this order in any graves or vaults; and
- (b) the specified rights existing in any graves or vaults, or grave spaces, and the names of the grantees thereof as recorded in the register maintained under Part 11 of Schedule 2 or in the registers described in paragraph 2(b) of the Part.

(3) In this article "the specified rights" means-

- (a) the rights granted by the burial authority or any predecessors of theirs under article (10)(1) or under article (9)(1) of the order of 1974; and
- (b) the rights granted under section 33 of the Burial Act 1852, section 40 of the Cemeteries Clauses Act 1847 or a corresponding provision in any local act.

#### ***Grant of burial rights and rights to erect memorials, and agreements for maintenance of graves and memorials***

10.-(1) A burial authority may grant, on such terms and subject to such conditions as they think proper-

(a) to any person-

- (i) the exclusive right of burial in any grave space or grave, or the right to construct a walled grave or vault together with the exclusive right of burial therein; or
- (ii) the right to one or more burials in any grave space or grave which is not subject to any exclusive right of burial;

(b) to the owner of a right described in (a)(i) or (ii) (or to any person who satisfies them that he is a relative of a person buried in the grave or vault, or is acting at the request of such a relative and that it

is impractical for him, or such relative, to trace the owner of the right so described), the right to place and maintain, or to put any additional inscription on, a tombstone or other memorial on the grave space, grave or vault in respect of which the right so described subsists;

**(c)** to any person, the right to place and maintain a memorial in a cemetery otherwise than on a grave space, grave or vault in respect of which a right described in (a)(i) has been granted, but-

**(i)** in the case of a memorial to be placed in a chapel provided as mentioned in article 6(1)(b), only at the request of persons appearing to the burial authority to be representative of the Church of England or other particular denomination or religious body at whose request the chapel was provided; and

**(ii)** in the case of any other memorial being an additional inscription on an existing memorial, only with the consent of the owner of the right to place and maintain such existing memorial.

**(2)** Subject to paragraph (3), a right under paragraph (1), other than a right described in (a)(ii), shall subsist for the period specified in the grant, being a period beginning with the date of the grant and not exceeding 100 years.

**(3)** Where-

any exclusive right of burial in any grave space; or

any right to construct a walled grave or vault together with the exclusive right of burial therein,

granted under paragraph (1) or under article 9(1) of the order of 1974 for a period exceeding 75 years has not been exercised before the expiration of 75 years from the date of the grant, the burial authority may serve notice on the owner of the right of its liability to determination under this paragraph, and the right shall determine by virtue of the notice unless, within 6 months of the date of service, the owner of the right notifies the authority in writing of his intention to retain it.

Where the burial authority are entitled to serve a notice under this paragraph in respect of any right, but the specified circumstances exist in respect of the owner of the right, they may instead-

**(a)** display the notice in conspicuous positions at the entrances to the cemetery; and

**(b)** publish the notice in two successive weeks in the newspaper or newspapers which in their opinion would secure the best publicity in the area served by the cemetery,

and this paragraph shall then have effect as if the notice had been duly served on the date on which it was first published pursuant to item (b).

**(4)** A burial authority may from time to time extend the period of any grant under paragraph (1) or under paragraph (1) or article 9 of the order of 1974 or any enactment replaced by that provision (subject, if they think fit, to any modifications of its terms or conditions ) for up to 100 years from the date on which the extension is granted.

**(5)** The burial authority may, at the expiration of the period of any grant under (b) or (c) of paragraph (1) or under (b) or (c) of paragraph (1) of article 9 of the order of 1974 or any enactment replaced by those provisions, or of any extension of such period-

**(a)** move to another place in the cemetery; or

**(b)** remove from the cemetery, for preservation elsewhere or for destruction, any tombstone or other memorial which has not been removed from the cemetery by the owner of the right to place and maintain it in the cemetery.

**(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 person 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.

**(7)** A burial authority shall also have the power to agree with any person, on such terms and conditions as they think proper, to maintain any grave, vault, tombstone or other memorial in a cemetery for a period not exceeding 100 years from the date of the agreement.

Any agreement under section 1(1)(a) of the Parish Councils and Burial Authorities (Miscellaneous Provisions) Act 1970 shall have effect as if it had been entered into under this paragraph.

**(8)** Rights granted under paragraph (1) or under paragraph (1) or article 9 of the order of 1974 or enactments replaced by that paragraph shall be exercisable subject to and in accordance with the provisions of Part 1 of Schedule 2.

The provisions of Part 11 of that Schedule shall have effect with respect to grants under paragraph (1), the extension of the period of such grants and grants made under paragraph (1) or article 9 of the order of 1974 or any enactment replaced by that paragraph and the registration of, and other matters concerning, rights granted under any such paragraph or enactment.

The provisions of Part 11 of the said Schedule shall have effect for the purpose of enabling a burial authority to terminate the rights and agreements described in paragraph 1 thereof.

### **Registration of burials and disinterments**

***(Article 11 was amended by The Local Authorities Cemeteries (Amendment) Order 1986 to allow the maintenance of registers on computer. The following Article contains the amended wording)***

**11.-(1)** A burial authority shall maintain a register of all burials in a cemetery in a book or books provided for the purpose, or in a computer.

**(2)** Where the register of burials is maintained in a book-

**(a)** the book shall be of good and durable paper and be strongly bound and if it is the second or any subsequent book to be provided it shall be numbered accordingly; and

**(b)** the pages in which entries are to be made in any book provided after the coming into operation of this order shall be numbered and shall be printed in columns, including columns headed-

Number/ Date of burial/ Names in full/ Age/ Address/ Grave or vault number/ Other particulars/  
Signature of person directing or making entry,

and in entry spaces of such uniform depth as the burial authority shall consider sufficient: provided that in a book provided within 12 months following the coming into operation of this order-

**(i)** the headings of any column of a page may be altered in manuscript so as to comply with this sub-paragraph; and

**(ii)** the column headed "other particulars" may be omitted.

**(3)** As soon as is reasonably practical after any burial in the cemetery the officer of the burial authority appointed for that purpose shall, in durable black ink, number an entry space in the register and enter the burial therein.

**(4)** Where the burial is that of the body of a still-born child or of the cremated remains thereof the words "Still-born child of" " with the names of both or one of the parents shall be written in the column headed "Names in full", the column headed "Age" shall be left blank and the address of the parents or parent shall be entered in the column headed "Address".

**(5)** Where the burial is the interment of cremated remains the entry shall record that it is such.

**(6)** Where the burial is the re-interment of disinterred remains the entry shall record that it is such and the previous place of burial.

**(7)** Subject to paragraphs (4) to (6) the burial shall be entered in accordance with the headings to the columns in the book.

**(8)** Where the register of burials is maintained in a computer the burial shall be entered in the computer so as to ensure that any document produced by the computer in relation to that burial contains the same information as would have been recorded if the burial had been entered in a book.

**(9)** A burial authority shall maintain a record of any disinterments in a cemetery made after the coming into operation of this order, showing-

- (a)** the date of disinterment;
- (b)** the number of the grave or vault;
- (c)** the names, in full, of the person whose remains are disinterred;
- (d)** the book, page and entry number of the entry of the burial;
- (e)** particulars of the authority for disinterment; and
- (f)** if the remains are re-interred in the same cemetery, the number of the grave and the date of the re-interment; or
- (g)** if the remains are to be re-interred elsewhere or cremated, the place and date of proposed re-interment or cremation.

**(10)** As soon as is reasonably practical after any disinterment, the officer of the burial authority appointed for the purpose shall complete the record as regards items (a) to (e) and (g) in paragraph (9) and, where the burial was entered in a book, add to the entry in the register of burials, in durable ink of a colour readily distinguishable from black, a reference to such a record. As soon as is reasonably practical after any re-interment in the same cemetery, the said officer shall complete the record as regards item (f) in paragraph (9).

**(11)** The register of burials and record of disinterments shall at all reasonable times be available for consultation by any person free of charge.

**11A. -(1)** A burial authority may charge such fees as they think proper for the making by them of searches in, and the provision of certified copies of entries in, a register of burials or a record of disinterments.

**(2)** For the purpose of paragraph (1), a document produced by a computer shall be deemed to be a certified copy of an entry in the register or record if it is accompanied by a certificate signed by a person occupying a responsible position in relation to the operation of the computer-

- (a)** identifying the document and describing the manner in which it was produced;
- (b)** giving such particulars of any device involved in the production of that document as may be appropriate for the purpose of showing that the document was produced by a computer; and
- (c)** stating that-

**(i)** the document was produced by the computer during a period in which the computer was used regularly to store or process information for the purpose of maintaining burial records;

**(ii)** during that period there was regularly supplied to the computer information of the kind contained in the document or of the kind from which the information so contained was derived;

**(iii)** throughout the material part of that period the computer was operating properly or, if not, that any respect in which it was not operating properly or was out of operation during that part of the period was not such as to affect the production of the document or the accuracy of its contents; and

**(iv)** the information contained in the document reproduces or is derived from information supplied to the computer in the ordinary course of activities.

### **Storage of records**

**12.** The following, namely-

- the plan maintained under article 9(1);
- the records maintained under article 9(2);
- the register of burials maintained under article 11(1);
- any register of burials in the cemetery maintained before the coming into operation of this order;
- the record of disinterments maintained under ~~article 11(5)~~ article 11(9); [amended LACAO art 2(4)]
- the register maintained under Part 11 of Schedule 2;
- the registers described in paragraph 2(b) of the said Part 11; and
- the records of memorials made and kept under paragraph 16 of Schedule 3,

shall be stored so as to preserve them from loss or damage and be in the charge of the officer of the burial authority appointed for that purpose.

### ***Right of bishop to object to inscriptions in consecrated parts***

**13.** A bishop of the Church of England shall, as respects the consecrated part of any cemetery (including any chapel thereon), have the same rights of objecting to, and procuring the removal of, any inscription on a tombstone or other memorial placed, or intended to be placed, therein as he has in the case of churches of the Church of England and the churchyards belonging thereto.

### ***Cost of removal of unauthorised memorials***

**14.** If a burial authority remove from a cemetery any tombstone or other memorial placed therein otherwise than in the exercise of a right granted by, or otherwise with the approval of, the burial authority or any predecessor of theirs, the burial authority may recover the cost thereby incurred by them-

- (a) from the person to whose order the tombstone or memorial was placed;
- (b) within two years from the placing of the tombstone or memorial, from the personal representative of such person,

as a simple contract debt in any court of competent jurisdiction.

### ***Fees and other charges***

**15.-(1)** Subject to the provisions of this article a burial authority may charge such fees as they think proper-

- (a) for or in connection with burials in a cemetery;
- (b) for any grant of a right to place and maintain a tombstone or other memorial in a cemetery otherwise than in a chapel provided as mentioned in article 6(1)(b); or
- (c) for any grant of a right to put an additional inscription on such a tombstone or other memorial.

In determining the fees to be charged the burial authority shall take into account the effect of any resolution under section 147(3) of, or under paragraph 6 of Schedule 26 to, the Act.

**(2)** Fees collected by a burial authority in respect of services rendered by any minister of religion or sexton acting at the request of the authority shall be paid by the authority to the minister of religion or sexton.

**(3)** A burial authority shall keep a table showing the matters in respect of which fees or other charges are payable to them, and the amount of each such fee or charge, and the table shall be available for inspection by the public at all reasonable times.

**(4)** No fee shall be payable to an incumbent or priest of an ecclesiastical parish in respect of any burial in a cemetery, or in respect of any other matter connected with a cemetery, except for services rendered by him; and no fee shall be paid to any clerk or other ecclesiastical officer in respect of any burial in a cemetery except for services rendered by him.

### ***Maintenance of graves, etc.; removal of memorials and levelling, etc.***

**16.-(1)** A burial authority may-

- (a) put and keep in order any grave or vault, or any tombstone or other memorial, in a cemetery; and
- (b) level the surface of any grave, consisting wholly or substantially so of earth or grass, to the level of the adjoining ground.

In respect of any grave levelled by them in exercise of the powers set out in (b), the burial authority may, and shall if so requested in writing by-

- the owner of a right described in article 10(1)(a)(i) or (ii) in respect of the grave; or
- a relative of any person buried in the grave,

provide at their own expense such identification mark as they consider adequate.

**(2)** A burial authority may, subject to and in accordance with the provisions of Schedule 3-

**(a)** remove from the cemetery and destroy-

- (i)** any tombstone or other memorial on a grave of which all material particulars are illegible or which is dilapidated by reason of long neglect;
- (ii)** any kerbs surrounding a grave (whether containing any commemorative inscription or not) together with the foundation slabs of such kerbs;
- (iii)** any tombstone or other memorial, not falling within (i) or (ii), on a grave, except where the owner of the right to place and maintain it in the cemetery has, before the date specified in the notice under paragraph 3 of Schedule 3 as the date before which the carrying out of the proposals will not be commenced, requested that it shall be re-erected in the cemetery or elsewhere;
- (iv)** any surface fittings not falling within (i), (ii) or (iii), or any flowering or other plants, on a grave; and
- (v)** any railings surrounding a grave, a tombstone or other memorial on a grave or a grave space;

**(b)** alter the position on a grave of, or re-erect at another place in the cemetery or elsewhere, any tombstone or other memorial on a grave;

**(c)** level the surface of any grave, other than a grave described in paragraph(1)(b), to the level of the adjoining ground;

**(d)** alter the position of any railings surrounding a grave or vault, a tombstone or other memorial or a grave space;

**(e)** re-erect at another place in the cemetery a memorial other than one on a grave or vault or in a chapel provided as mentioned in article 6(1)(b).

Any reference to a grave in (a), (b) or (c) or in Schedule 3 other than paragraph 1 thereof includes a reference to a vault constructed wholly or substantially so below the level of the ground adjoining the vault.

### ***Rites of the Church of England***

**17.-(1)** The incumbent or priest in charge of an ecclesiastical parish situated wholly or partly in an area chargeable with the expenses of a cemetery shall, with respect to members of the Church of England who are his own parishioners or who die in his parish, where he is requested to do so, be under the same obligation to perform funeral services in the consecrated part, if any, of the cemetery as he has to perform funeral services in any church yard of the ecclesiastical parish and shall be entitled to such fee as may be established by an order framed under section 2 of the Ecclesiastical Fees Measure 1962 for the time being in operation or, if no fee is so established, to such amount as may be fixed by the burial authority under article 15 as the fee payable in respect of services rendered by ministers of religion at their request.

**(2)** This article does not apply to a cemetery in the area subject to the Welsh Church Act.

### ***Offences in cemeteries***

**18.-(1)** No person shall-

**(a)** wilfully create any disturbance in a cemetery;

**(b)** commit any nuisance in a cemetery;

**(c)** wilfully interfere with any burial taking place in a cemetery;

**(d)** wilfully interfere with any grave or vault, any tombstone or other memorial, or any flowers or plants on any such matter; or

**(e)** play at any game or sport in a cemetery.

**(2)** No person not being 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 in a cemetery at any hour when it is closed to the public.

## **Penalties**

**19.** Every person who contravenes-

- (a) any prohibition under article 5(6);
- (b) article 10(6);
- (c) article 18;
- (d) Part 1 of Schedule 2

shall be liable on summary conviction to a fine not exceeding £100 and in the case of a continuing offence to a fine not exceeding £10 for each day during which the offence continues after conviction therefor.

## **Commonwealth War Graves Commission**

**20.-(1)** In this article-

“the Commission” means the Commonwealth War Graves Commission;  
and

“Commonwealth war burial” means a burial of any member of the forces of His Majesty fallen in the war of 1914-1921 or the war of 1939-1947.

**(2)** A burial authority may grant to the Commission the right to provide any structure or any tree, plant, path or other feature.

**(3)** Nothing in article 3 shall be construed as authorising any action in relation to any tombstone or other memorial, any structure or any tree, plant, path or other feature provided by the Commission, except with the consent of the Commission.

**(4)** Any right described in article 10(1) may also be granted to the Commission and in relation to any such right-

The words “Subject to paragraph (3),” and “and not exceeding 100 years” in article 10(2);  
article 10(3);  
the words “for up to 100 years from the date on which the extension is granted” in article 10(4);  
article 10(5); and  
the words “for a period not exceeding 100 years from the date of the agreement” in article 10(7),

shall not have effect.

**(5)** Before their first exercise of the powers conferred by the article 10(5) or 16(2) in relation to any particular cemetery, the burial authority shall notify the Commission.

**(6)** The powers described in article 10(5) or 16(2) shall not be exercisable in respect of-

any grave, vault, tombstone or other memorial provided or maintained by or on behalf of the Commission; or  
any other grave or vault containing a Commonwealth war burial,

except with the consent in writing of the Commission.

**(7)** Part 111 of Schedule 2 shall not apply to the Commission.

## **Isles of Scilly**

**21.** If, under section 265(2) of the Act, the Council of the Isles of Scilly become a burial authority for the purposes of section 214 of and Schedule 26 to the Act-

(a) this order shall have effect as if the words “the Council of the Isles of Scilly,” had been inserted after “City of London,” in the definition of “burial authority” in article 2(2); and

(b) the enactments specified in Schedule 3 to the order of 1974 are hereby repealed to the extent mentioned in that Schedule in their application to the Isles of Scilly.

***Repeals etc.***

**22.-(1)** Paragraph 10 (application of section 15 of the Public Health Act 1936) of Schedule 26 to the Act is hereby repealed.

**(2)** Except in its application to operations commenced before the coming into operation of this order, any enactment which makes provision for the matters described in article 16 is hereby repealed in so far as it makes such provision in respect of cemeteries.

**(3)** Section 53 (depth of burials) of the Manchester Corporation Act 1950 is hereby repealed.

**(4)** The order of 1974 is hereby revoked. Its revocation shall have the like effect as if it and this order were Acts of Parliament to which section 38(2) of the Interpretation Act 1889 applied.

***General saving***

**23.** Nothing in this order shall be construed as authorising the disturbance of human remains.

**SCHEDULE 1**

Article 4

**ACCESS TO CEMETERIES**

1. A burial authority may construct such roads to a cemetery as they think fit and, subject to paragraph 2, may widen or otherwise improve any road leading to a cemetery or giving access to such a road.
2. A burial authority shall not widen or otherwise improve any road which is not vested in them except with the consent of the highway authority or other person in whom it is vested.
3. A burial authority shall be responsible as such for maintaining in a proper state of repair any road constructed by them or any predecessor of theirs, not being a highway which is for the time being maintainable at the public expense.

**SCHEDULE 2**

Article 10

**BURIAL RIGHTS, RIGHTS TO ERECT MEMORIALS, AND AGREEMENTS**

**PART 1**

**EXERCISE OF RIGHTS**

1. No burial shall take place, no cremated human remains shall be scattered and no tombstone or other memorial shall be placed in a cemetery, and no additional inscription shall be made on a tombstone or other memorial, without the permission of the officer appointed for that purpose by the burial authority.
2. No body shall be buried in such a manner that any part of the coffin is less than three feet below the level of any ground adjoining the grave:

Provided that 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 two feet below the level of any ground adjoining the grave.

3. 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.
4. When any grave is reopened for the purpose of making another burial therein, no person shall disturb any human remains interred therein or remove therefrom any soil which is offensive.
5. Every walled grave or vault shall be properly constructed of suitable materials.
6. Within 24 hours of any burial in a walled grave or vault, the coffin shall be-

**(a)** embedded in concrete, and covered with a layer of concrete not less than six inches thick; or

**(b)** enclosed in a separate cell or compartment of brick, slate, stone flagging or precast concrete slabs of a 1:2:4 mix, in any case not less than two inches thick, in such a manner as to prevent, as far as may be practicable, the escape of any noxious gas from the interior of the cell or compartment.



7. Any person to whose order a body is buried in a grave in respect of which an exclusive right of burial has been granted shall, as soon as may conveniently may be after the subsidence of the earth has been completed, cause the surface of the grave to be covered with any tombstone or other memorial in respect of which a right has been granted by the burial authority or any predecessor of theirs, or with fresh turf, or, where the burial authority permit, with such flowering or other plants, or in such other manner, as may be permitted.
8. Where the burial authority permit uncoffined burials, any reference in this Part to a coffin includes a reference to the wrappings of an uncoffined body.

## **PART 11**

### **PROVISION AS TO GRANTS, EXTENSION OF THE PERIODS THEREOF AND MATTER CONCERNING RIGHTS**

- 1.-(1) A grant under article 10 shall be in writing signed by the officer appointed for that purpose by the burial authority.  
  
(2) Any extension of the period of such a grant or of a grant made under article 9(1) of the order of 1974 or any enactment replaced by that provision shall also be in writing signed by such an officer.
2. A burial authority shall-  
  
(a) maintain a register of all rights granted by them or any predecessor of theirs under article 10(1) or under article 9(1) of the order of 1974, which shall show as respects each such right the date on which it was granted, the name and address of the grantee, the consideration for the grant, the place in which it is exercisable and its duration; and  
  
(b) subject to the provisions of section 229 of the Act, preserve registers of the rights granted under section 33 of the Burial Act 1852, section 40 of the Cemeteries Clauses Act 1847, or a corresponding provision in any local Act, maintained by them before 1st April 1974 or transferred to them by any order made under section 254 of the Local Government Act 1972.
3. Rights to which paragraph 2 applies may be assigned by deed or bequeathed by will.
4. A burial authority shall, subject to such investigation as they think proper, record particulars of any assignment or transmission of any such right notified to them in the register maintained or preserved under paragraph 2.
5. A register under paragraph 2 shall at all reasonable times be available for inspection by any person free of charge.
6. A burial authority may charge such fees as they think proper for the making by them of searches in, and the provision of certified copies of entries in, a register under paragraph 2.

## **PART 111**

### **DETERMINATION OF CERTAIN RIGHTS AND AGREEMENTS**

- 1.-(1) This paragraph applies to the following rights and agreements granted or entered into by a burial authority or any predecessor of theirs at a time before 1st April 1974 and to the rights and agreements made or entered into between 31st March 1974 and 28th June 1974 which were validated by article 7 of the Local Authorities etc. (Miscellaneous Provision)(no.3) Order 1974-  
  
(a) all rights in respect of any grave space granted under a provision falling within paragraph 2(b) of Part 11 in perpetuity, or for a period exceeding 75 years from the date of the grant;  
  
(b) any other right to place and maintain a tombstone or other memorial so granted; and  
  
(c) any agreement to maintain a grave, vault, tombstone or other memorial in a cemetery either in perpetuity or for a period ending more than 100 years after the date of the agreement.

(2) Where any rights described in paragraph 1(1)(a) or (b) have not been exercised, the burial authority may, at any time after the expiration of 75 years beginning with the first day on which any such rights were granted, serve notice on the owner of the rights of their liability to determination under this paragraph, and the rights shall determine by virtue of the notice unless, within 6 months of the date of the service, the owner notifies the authority in writing of his intention to retain them.

(3) In the case of any agreement described in paragraph 1(1)(c), the burial authority may at any time after the period of 100 years beginning with the date of the agreement serve a like notice on the person entitled to its benefit, and the agreement shall determine by virtue of the notice unless, within 6 months of the date of the service, that person notifies the authority in writing of his intention that the agreement should continue in force.

2. Where a burial authority are entitled to serve a notice under sub-paragraph (2) or (3) of paragraph 1 in respect of any rights or agreement, but the specified circumstances exist in respect of the owner of the rights or, as the case may be, the person entitled to the benefit of the agreement, they may instead-

(a) display the notice in conspicuous positions at the entrances to the cemetery;  
and

(b) publish the notice in two successive weeks in the newspaper or newspapers which in their opinion would secure the best publicity in the area served by the cemetery,

and the sub-paragraph in question shall then have effect as if the notice had been duly served thereunder on the date on which it was first published pursuant to item (b) of this paragraph.

### **SCHEDULE 3**

Article 16

#### **REMOVAL OF MEMORIALS AND LEVELLING ETC.**

##### ***Restrictions on exercise of powers***

1. The powers described in article 16(2) shall not be exercisable-

(a) contrary to the terms of the agreement, in respect of any grave, vault, tombstone or other memorial which the burial authority are bound by agreement to maintain;

(b) within the period of the grant or any extension thereof, in respect of any tombstone or other memorial placed in the cemetery in pursuance of a grant made after the coming into operation of this order;

(c) within the period of the grant or any extension thereof, except where a reservation as to the exercise of powers under any local enactment was made on the making of the grant, in respect of any tombstone or other memorial placed in the cemetery in pursuance of a grant made under the order of 1974;

(d) in respect of any other tombstone or other memorial placed in the cemetery (otherwise than under a permission expressed to be revocable) within the 20 years preceding the first publication of the notice required by paragraph 3,

except with the consent in writing of the person entitled to the benefit of the agreement to maintain, the owner of the right to place and maintain the tombstone or other memorial or the person granted permission to place the tombstone or other memorial.

2. The said powers shall not be exercisable in relation to any building of special architectural or historic interest included in a list compiled or approved under section 54 of the Town and Country Planning Act 1971 unless the works have been authorised under section 55(2) of that Act..

##### ***Notification of exercise of powers***

3. Before exercising the powers described in article 16(2) the burial authority shall-

(a) display a notice of their intention to do so in conspicuous positions at the entrances to the cemetery and if the powers are to be exercised only in an area of the cemetery in conspicuous positions in or adjoining such area;

- (b)** publish the notice in two successive weeks in the newspaper or newspapers which in their opinion would secure the best publicity in the area served by the cemetery;
- (c)** where the area of the cemetery in which the powers are to be exercised, or any part thereof, has been consecrated or set apart for the use of a particular denomination or religious body, notify the rural dean or persons representative of the particular denomination or religious body, and where such dean or persons within the 3 months following the notification make any representations to them, consider such representations with them; and
- (d)** if they have not already done so, comply with article 20(5).

4. Before exercising the said powers in respect of any grave on which there is a tombstone or other memorial the burial authority shall, in the circumstances in which this paragraph applies, subject to paragraph 6, serve copies of the said notice and of paragraphs 9, 10, 12, 15, 17 and 18 on the owner of the right to place and maintain it or (if they have a record of his name and address) on the person granted permission to place it.

The circumstances in which this paragraph applies are where-

a burial in the grave has taken place;

the right to place and maintain, or the permission to place, the tombstone or other memorial has been granted or renewed;

the right, or permission, to place any additional inscription on the tombstone or other memorial has been granted; or

notification of any assignment or transmission of the right to place and maintain the tombstone or other memorial, or of the address of the owner of such right or of the person granted permission to place it, has been given,

within the 30 years preceding the first display of the notice under paragraph 3.

5. Before exercising the powers described in article 16(2)(c) in respect of any other grave the burial authority shall, in the circumstances in which this paragraph applies, subject to paragraph 6, serve copies of the said notice and of paragraphs 11, 14, 17 and 19 on the owner of the right described in article 10(1)(a)(i) or (ii) in respect of the grave.

The circumstances in which this paragraph applies are where-

a burial in the grave has been made in exercise of the right described in article 10(1)(a)(i) or (ii); or

notification of any assignment or transmission of such right, or of the address of the owner thereof, has been given,

within the 30 years preceding the first display of the notice under paragraph 3.

6. Paragraph 4 or 5 shall not apply in relation to any owner or person where the specified circumstances exist in respect of him.

7. The said notice shall-

**(a)** contain brief particulars of the proposals and unless the proposals are incapable of further statement specify an address at which further particulars are obtainable free of charge;

**(b)** specify a date before which the carrying out of the proposals will not be commenced, being a date not less than 3 months following the completion of the action required by paragraph 3; and

**(c)** indicate that particulars as to-

**(i)** the objections that can be made to the proposals;

**(ii)** requests for the re-erection of tombstones or other memorials; and

**(iii)** the removal of tombstones and other memorials,

are obtainable free of charge from a specified address.

## **Objections**

8. The burial authority shall consider all objections made to its proposals.
9. If notice of objection, and of the grounds thereof, to the proposals in respect of any tombstone or other memorial placed and maintained on a grave in pursuance of a right is given-

by the owner of such right; or

by a relative of any person buried in the grave,

to the burial authority before the date specified in the notice under paragraph 3, the proposals shall not be carried out in respect of that tombstone or other memorial unless the objection is withdrawn:

Provided that if the burial authority consider that the grave has been long neglected they may make representations to the Secretary of State, and, if the Secretary of State approves, the proposals may be carried out in respect of the tombstone or other memorial after the expiration of two months after the notification of the Secretary of State's approval by the burial authority to the objector.

10. If notice of objection, and of the grounds thereof, to the proposals in respect of any tombstone or other memorial placed on a grave in the exercise of a permission not expressed to be revocable is given-

by the person to whom permission was granted; or

by a relative of any person commemorated by the memorial,

to the burial authority before the date specified in the notice under paragraph 3, the proposals shall not be carried out in respect of that tombstone or other memorial unless the objection is withdrawn:

Provided that the burial authority may make representations to the Secretary of State, and, if the Secretary of State approves, the proposals may be carried out in respect of the tombstone or other memorial after the expiration of two months after the notification of the Secretary of State's approval by the burial authority to the objector.

11. If notice of objection, and of the grounds thereof, to the levelling of any grave not included in paragraph 9 or 10 in exercise of the powers set out in article 16(2)(c) is given-

by the owner of a right described in article 10(1)(a)(i) or (ii) in respect of the grave; or

by a relative of any person buried in the grave,

to the burial authority before the date specified in the notice under paragraph 3, the grave shall not be levelled unless the objection is withdrawn:

Provided that the burial authority may make representations to the Secretary of State, and, if the Secretary of State approves, the grave may be levelled after the expiration of two months after the notification of the Secretary of State's approval by the burial authority to the objector.

## **Removal of tombstones**

12. Where the burial authority propose to re-erect at another place in the cemetery or elsewhere, or to remove from the cemetery and destroy, any tombstone or other memorial, not being a tombstone or other memorial provided by the Commonwealth War Graves Commission, the owner of the right to place and maintain, or the person granted permission to place, the tombstone or other memorial may, whether or not he gives notice of objection under paragraph 9 or 10, claim the tombstone or other memorial. A claim under this paragraph shall be made before the date specified in the notice under paragraph 3 or, where the tombstone or other memorial is to be removed with the approval of the Secretary of State, within the period of two months after the notification required by paragraph 9 or 10.

The tombstone or other memorial shall be removed by the person claiming it at such date as may be arranged between such person and the burial authority or if the burial authority give notice to such person that it has been removed from the ground or dismantled, and is available for removal from the cemetery, within one month of such notice.

### ***Identification of graves***

13. Before levelling the surface of any grave or removing any tombstone or other memorial or other identification from a grave, the burial authority shall ensure that the situation of the grave is shown in the plan required by article 9.

### ***Identification marks and substitute memorials***

14. In respect of any grave levelled by them in exercise of the powers set out in article 16(2)(c), the burial authority may, and shall if so requested in writing by-

the owner of a right described in article 10(1)(a)(i) or (ii) in respect of the grave, or

a relative of any person buried in the grave,

within a year of the date specified in the notice under paragraph 3 (whether such owner or relation made objection under paragraph 11 or not), provide at their own expense such identification mark as they consider adequate.

15. Where the burial authority remove from a grave either the whole of an existing tombstone or other memorial or the part thereof containing any material particulars they may, and shall if so requested by-

the owner of the right to place and maintain, or the person granted permission (not expressed to be revocable) to place, the tombstone or other memorial, or

a relative of any person buried in the grave,

within a year of the date specified in the notice under paragraph 3 (whether such owner or relation made objection under paragraph 11 or not), place on the grave at their own expense such memorial stone or tablet as they consider suitable.

### ***Records of memorials***

16. The burial authority shall make and keep-

(a) a record of the tombstones and other memorials removed from graves, showing whether they have been destroyed or re-erected by them in the cemetery or elsewhere and if so re-erected of the positions in which they have been re-erected; and

(b) a photographic or other record of all legible inscriptions on the tombstones and other memorials destroyed.

### ***Interpretation***

17. In this Schedule, "relative" means, in relation to any person buried in a grave-

a husband or wife;

a child or grandchild;

a grandparent;

a parent or step-parent;

a brother or sister or half-brother or half-sister;

an uncle or aunt or a child thereof.

In the application of this paragraph, an adopted person to whom sub-paragraphs (1) and (2) of paragraph 3 of Schedule 1 to the Children Act 1975 did not apply shall be treated as if the said paragraphs had applied to him.

18. In this Schedule, any reference to a permission to place a memorial includes a permission granted by the burial authority or any predecessors of theirs, and any reference to the person granted such a permission includes a reference to his personal representatives.
19. In paragraphs 5, 11 and 14, any reference to a right described in article 10(1)(a)(i) or (ii) includes a reference to any right granted under sub-paragraphs (a) of article 9(1) of the order of 1974 or any enactment replaced by that sub-paragraph.

***General saving***

20. Nothing in article 16(2) or this Schedule shall affect any right described in article 10(1)(a)(i) or (ii).

## **Meeting of the Environment & Leisure Committee**

**Monday 20 March 2023**

### **Agenda Item 5.4**

#### **TO CONSIDER AND APPROVE FEES AND CHARGES FOR THE HIRE OF SPORTS FACILITIES IN 2023/24**

##### **1.0 Overview**

- 1.1 Each year as part of the budget setting process, the Town Council is required to review its fees and charges. This includes the fees and charges for allotments, hire of recreation grounds such as Luxford Field for events, and sport pitches/pavilions – cricket, football and stoolball.
- 1.2 The Fees and Charges working group last met on 19 December 2022 for members to recap on any actions previously agreed and to receive an update with regard to any additional works and associated costs to consider (in the budget setting for 2023/24).
- 1.3 It was agreed that an up to date audit by the Sussex FA (Football Association) of the pitches would be helpful to understand the short and longer term improvements that could be undertaken to the football pitches to reach suitable standards. It was also recommended that a full audit be undertaken by the Sussex Cricket Foundation. In the past two years, pitches have increased in use and Harlands Playing Fields are now in use as well as an additional pitch being put in place at West Park.

##### **2.0 What we have done – costs**

- 2.1 The Sussex FA do not carry out onsite visits any more to assess the pitches but provide an online tool through which grounds staff can assess the condition of their football pitches. The Sussex Cricket Foundation undertook an audit on 23 January and took samples of the ground. These soil samples were being sent off. Despite chasing we are yet to receive the detailed report and results of the soil samples. Whilst we are still waiting for those results to become available, members are asked to consider the annual costs to the Town Council to maintain and prepare the pitches before setting the pricelist for 2023/24.
- 2.2 The Grounds team have reconfigured the football pitches at West Park to help with rising interest and development for our sports pitches. Now there are three full pitches, which could provide space for up to seven junior fixtures. Line marking is carried out weekly. Grounds staff still have to prepare the grounds even for training so for 2023 onwards it is important to have a more robust structure of charging in place.
- 2.3 The surface of the practice cricket nets has been re-laid and refreshed, and we are currently awaiting a visit to assess the requirements for the nets in these practice cricket areas.
- 2.4 New mowing equipment has been purchased and a number of tools have been upgraded such as the chainsaws for modern electric or battery-operated alternatives.

2.5 We will also upgrade grounds equipment and facilities to ensure the grounds team have safe functioning apparatus to undertake cutting and maintaining the grounds for sports and leisure.

2.6 Going forward, there may be scope for the Anderida Cricket Club to take on some of the maintenance of the cricket pitch, as this requires more frequent rolling and this is something that the officers can discuss with the Cricket Club and bring back to Environment & Leisure Committee.

### **3.0 Recognising the variety of hirers**

3.1 Committee members have been advised during the past year of the variety of enquiries received for use of the pitches. The office has been approached by various users for commercial use such as personal trainers/keep fit outdoor activities and classes on the outer pitch area.

3.2 Apart from seasonal fees for adults/juniors, enquiries are also received for one off training or friendly matches outside of the season for football and cricket.

3.3 Therefore fees and charges need to be established for one-off and successive hire and added to the price list.

### **4.0 Comparison of seasonal fees with other parishes**

4.1 Further research has been carried out to make comparisons of our fees and charges with other parishes and town councils. Details of other local council fees and charges have been obtained to try and establish a comparison. However, this had proved difficult as in some towns and villages, clubs maintain their own football or cricket wicket.

4.2 We are fully aware that there has been an increase in fuel costs, materials, equipment repair/labour costs and staffing costs. With the limited information we have at the end of the financial year from the audits of the Sussex FA and Sussex Cricket Foundation, we would suggest a review to reflect cost increases, before reviewing further during 2023-24. Going forward it is suggested that we charge an consider a standard increase across the board to hire rates to reflect these increases. An indication of a 5% or 10% increase can be seen in paragraph 5.2 below. A decision has to be undertaken at this meeting of Environment & Leisure Centre, as the cricket season is due to start in April 2023.

### **5.0 Current fees and charges**

5.1 A copy of our current rates for our sports facilities and allotments is attached at Appendix B.

5.2 For ease of reference, the chart in appendix A sets out a potential increases and adjustments to the current rates for members to consider.

### **6.0 Recommendation**

6.1 Members are asked to consider the potential rates for 2023/24 and advise the Clerk accordingly.

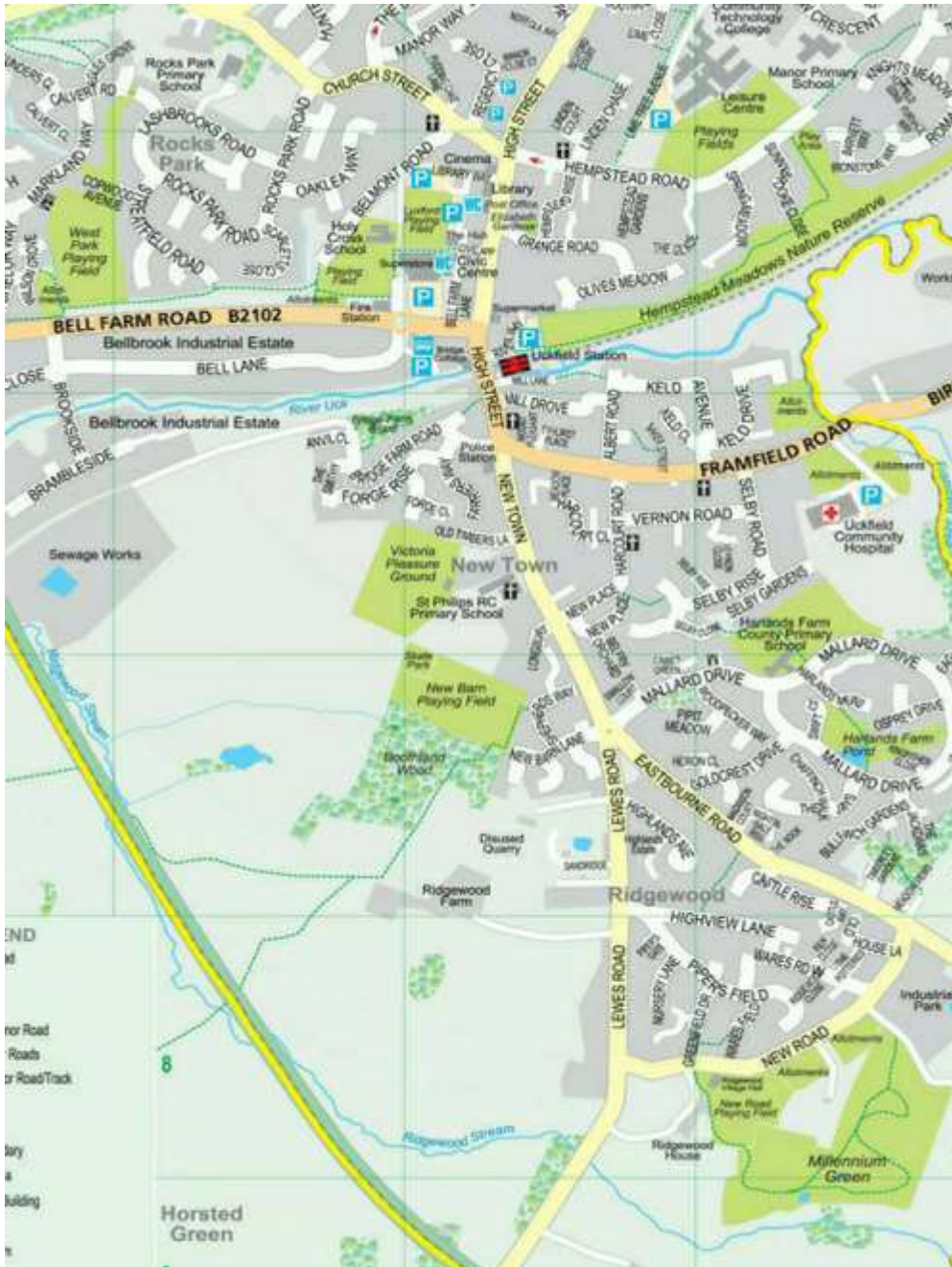
**Appendices:** Appendix A: Indication of rate increases  
Appendix B: Current fees and charges for 2022-23 (with comments)

**Contact Officer:** Rachel Newton



## APPENDIX A

Sports Facilities for hire							
Hire per hour + VAT		Non-commercial	+5%	+10%	Commercial	+5%	+10%
Pavilions	Victoria	£6.92	£7.27	£7.61	£9.72	£10.20	£10.69
Ground charges including pavilion facilities per season		Senior	+5%	+10%	Junior	+5%	+10%
Football	Victoria	£909	£954.45	£999.90	£393	£412.65	£432.30
	New Barn Farm	£772	£810.60	£849.20	£393	£412.65	£432.30
	West Park	£772	£810.60	£849.20	£393	£412.65	£432.30
	Harlands	£496	£520.80	£545.60	£257	£269.85	£282.70
	Mini Soccer	N/A	N/A	N/A	£268	£281.40	£294.80
Cricket	Victoria (grass wicket)	£1,287	£1,351.35	£1,415.70	N/A	N/A	N/A
	Victoria (artificial wicket)	£772	£810.60	£849.20	£393	£412.65	£432.30
	One off game	£64.35	£67.57	£70.79			
					Per team	+5%	+10%
Stoolball	Victoria and West Park				£225	£236.25	£247.50
	Harlands				£180	£189	£198
	Tournament				£76	£79.90	£83.60



**Uckfield Town Council**

## **HIRE CHARGES 2022/23 for SPORTS FACILITIES and ALLOTMENTS**

Uckfield Town Council  
Council Offices, Civic Centre, Uckfield TN22 1AE  
Tel: 01825 762774    [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)

Uckfield Town Council  
Council Offices, Civic Centre, Uckfield TN22 1AE  
Tel: 01825 762774    [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)

Terms and Conditions which apply to these facilities will be issued to all hirers

## LUXFORD FIELD

- The casual hire charge for locally based organisations is **£61.50** per day;
- Other commercial organisations will be considered upon application to the Town Clerk;
- Subject to the event taking place, a returnable deposit may be required of **£836.00**;
- Power (electricity) can be made available for which you will be charged at the current unit price by Uckfield Town Council;

## ALLOTMENTS

The annual cost of an allotment plot from 1 October 2021 is **£2.32** per 15m<sup>2</sup> plus an additional water charge.  
A refundable deposit of **£52.00** is chargeable on all allotments.

There are five allotment sites:

- Bell Lane;
- Bird in Eye;
- Framfield Road East;
- Framfield Road West;
- Ridgewood;
- West Park;



Uckfield Town Council  
Council Offices, Civic Centre, Uckfield TN22 1AE  
Tel: 01825 762774      [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)

## SPORTS FACILITIES FOR HIRE

### SPORTS PAVILIONS – hire per hour + VAT

Pavilion	Non-Commercial	Commercial
Victoria Pavilion	£6.92	£9.72
West Park Pavilion	£6.92	£9.72

**GROUND CHARGES - including pavilion facilities  
seasonal per team**

<b>Football</b>	<b>Senior</b>	<b>Junior</b>
Victoria	£909	£393
New Barn Farm	£772	£393
West Park	£772	£393
Harlands	£496	£257
Mini Soccer	-----	£268

<b>Cricket</b>	<b>Senior</b>	<b>Junior</b>
<b>One-off games charged at 5% of Senior charge + VAT</b>		

Victoria (grass wicket)	£1,287	N/A
Victoria (artificial wicket)	£772	£393

<b>Stoolball</b>	<b>Per Team</b>
Victoria and West Park	£225
Harlands	£180
Tournament	£76

Uckfield Town Council  
Council Offices, Civic Centre, Uckfield TN22 1AE  
Tel: 01825 762774    [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)

# **UCKFIELD TOWN COUNCIL**



## **SNATTS ROAD CEMETERY**

### **REGULATIONS**

**UCKFIELD TOWN COUNCIL  
SNATTS ROAD CEMETERY, UCKFIELD**

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Uckfield Town Council welcomes all visitors to the Cemetery and you are asked to respect the peace and dignity of the facility.

The Cemetery is managed and operated by Uckfield Town Council in accordance with the Local Authorities' Cemeteries Order (LACO) 1977, as amended by the Local Authorities' (Amendment) Order 1986 and such other regulations as may be made by the Secretary of State for the Ministry of Justice from time to time.

## MANAGEMENT OF THE CEMETERY

1. The Cemetery will be open to the public daily during the hours of daylight but the Council reserves the right to close the Cemetery and limit entry at any time.

No person, other than a person authorised by the Council shall enter, or remain in the Cemetery at any hour when it is closed to the public.

2. All persons entering the Cemetery will be subject to the orders and control of the Council or any person authorised by the Council.
3. All persons shall conduct themselves in a decent, quiet and orderly manner and are reminded of the provisions of the LACO article 18 (1), which states no person shall:
  - (a) Wilfully create any disturbance in a Cemetery
  - (b) Commit any nuisance in a Cemetery
  - (c) Wilfully interfere with any burial taking place in a Cemetery
  - (d) Wilfully interfere with any grave or vault any tombstone or other memorial or any flowers or plants on any such grave, or
  - (e) Play at any game or sport in a Cemetery.
4. Visitors to the Cemetery shall not unreasonably interrupt the Council's employees at their duties or employ them to execute private works within the Cemetery. All enquiries, complaints and requests by members of the public must be made to the office of the Council and not to Council employees in the Cemetery.
5. Under the Dogs Exclusion (Uckfield Town Council) Order 2012 all dogs except guide dogs are excluded from the Cemetery.
6. Children (e.g. under the age of 12 years) are not permitted in the Cemetery except under the care and supervision of a responsible person.
7. No person shall sell or offer or expose for sale any article, commodity or thing of any kind whatsoever or solicit for orders for the same, within the Cemetery without the prior consent of the Council.
8. Any person using a motor vehicle in the Cemetery shall only do so on a carriageway suited to the purpose, except with the consent of the Council, and shall not exceed 10 mph.
9. All visitors to the Cemetery must keep to the footpaths or roads provided for that purpose, except whilst visiting a grave, and refrain from touching the trees, shrubs, plants or flowers.
10. No person shall drop, throw or otherwise deposit and leave in the Cemetery any wastepaper or refuse of any kind, except in the litter bins provided.
11. No person shall operate any sound reproducing equipment or play any musical instrument in the Cemetery without the prior consent of the Council.
12. No employee of the Council is to demand or receive any gratuity.
13. No interment shall take place and no monument or memorial shall be placed in the Cemetery nor shall any additional inscription be made on a monument or memorial without the prior consent of the Council. The

Deleted:



scattering of cremated remains is only permitted in the new Garden of Remembrance subject to the relevant fees being paid.

## INTERMENTS

14. All applications for interments must be submitted on the prescribed form and given to Uckfield Town Council at least 72 hours prior to the appointed time of the interment.
15. The application for interment must contain full details of the deceased, the proposed interment, the grave to be used and the signature of the owner of the Exclusive Right of Burial, if applicable, and be accompanied by the appropriate fees for interment.
16. Interments may only take place in accordance with these rules and regulations and between the hours of 9.00am – 4.00pm during summer months and 9.00am – 3.00pm during winter months. No interments will be permitted on Saturday, Sunday, Good Friday, Christmas Day or on a public holiday.
17. In cases of emergency, certified by acceptable medical authority, regulation 16 may be waived in the interest of public health.
18. The appointed time for an interment will be the time at which the funeral cortege is to arrive at the entrance gate of the Cemetery. The Funeral Director or person in charge of the funeral arriving after the appointed time must act under the direction of the Council or their authorised officer as to when the funeral service may proceed.
19. The person or persons arranging the interment shall be responsible for the attendance of a Minister of Religion, if appropriate, to officiate at the burial service and for payment of any fee to which the Minister is entitled.
20. Services are limited to 30 minutes but may be extended with the agreement of the Council.
21. Any form of religious service may be used but any other ceremony is subject to the approval of the Council. Alternatively, the interment may take place without service.
22. A certificate for disposal issued by the Registrar of Births and Deaths or a Coroners Order for Burial or a duplicate copy thereof must be delivered to the Council or their authorised officer when the funeral cortege arrives at the Cemetery.  
  
Any person procuring interment without the production of such certificate or order will be required to make a written declaration on the prescribed form in accordance with Section (1) of the Births and Deaths registration act 1926. In the case of interment or scattering of cremated remains a certificate for burial purposes issued by the Cremation Authority will be required. In the case of a non-viable foetus the Medical Practitioner's or Midwife's certificate of delivery will be required.
23. Every body brought into the Cemetery for interment shall be contained in a suitable coffin unless an un-coffined burial has been authorised. No coffin shall be accepted unless it bears adequate particulars of the identity of the deceased person therein. A coffin may only contain one body except in the case of a mother and her baby (babies). Although ashes within a coffin can be accepted.
24. The responsibility for providing sufficient bearers to carry the coffin reverently from the hearse to the grave whether mourners are present or not rests with the Funeral Director or person arranging the funeral.
25. All graves will be prepared by persons employed by the Council.
26. No burial shall take place in a grave in such a manner that any part of the coffin is less than 900mm (3 feet) below the level of any ground adjoining the grave provided that the Council may where they consider the soil to be of a suitable character permit a coffin to be placed not less than 600mm (2 feet) below the level of any ground adjoining the grave.
27. No body shall be buried in a grave unless the coffin is effectively separated from any coffin interred in the grave on a previous occasion by means of a layer of earth not less than 150mm (6 inches) thick.

28. Where any grave is re-opened for the purpose of making another burial therein no person shall disturb any human remains interred therein or remove therefrom any soil which is offensive.
29. After interment no body or cremated remains may be removed from a grave without the production of the ecclesiastical faculty and/or Ministry of Justice licence for exhumation required by law. The original documents will be required for this purpose.
30. In the case of the re-opening of a private grave the written consent of the owner of the Exclusive Right of Burial will be required or where the owner is deceased the Council will require to be indemnified against any action arising as a result of permitting the interment. No consent is required for the interment of the owner of the Exclusive Right of Burial.
31. The Council may exclude from the Cemetery on the occasion of a funeral any person or persons not being mourners or officially connected with the funeral.

### EXCLUSIVE RIGHT OF BURIAL

32. The Exclusive Right of Burial in a grave may be purchased at the time of the interment on payment of the appropriate fee and completion of the relevant application form including the signature of the proposed owner.
33. The "Right" is granted for a period of 75 years.
34. The Exclusive Right of Burial entitles the deed holder to determine who is buried in the grave and whether a memorial can be erected on the grave (subject to the payment of the relevant fees and permission being granted by the Council).

As there is currently no charge for the Exclusive Right of Burial for babies or a non-viable foetus the Council reserves the right to allow more than one interment in each plot. The Council will retain the Exclusive Right of Burial unless the plot is purchased. Memorials will be allowed at the Council's discretion on unpurchased plots subject to the appropriate fee.

35. All such private graves will be initially excavated to the standard depth determined by the Council. The Council cannot be held responsible if, due to factors outside their control the full number of interments in a grave cannot be achieved.
36. New graves will be allocated in strict rotation within each section of the Cemetery. Plans showing the grave spaces are kept at the Council's office, where they may be seen during the normal office hours of the Council.
37. At the expiration of the 75 year period of the Exclusive Right of Burial the purchaser, or her/his heir or successors, will have the option of renewing the "Right", subject to such restrictions and regulations as may be in force at that time.

Applications should be made for renewal of the "Right" within 12 months of the expiry of the previous grant. However, applications for renewal can be made any time during the granted period. If the application for renewal is made during the granted period, the additional period plus the remaining period cannot exceed 75 years in total. Where the period of the "Right" of approval has elapsed, and no notification of the intention to renew has been received from the person who held the Exclusive Right of Burial, the Council may grant a renewed Exclusive Right Of Burial to another person, but before doing so will, where possible, notify the previous owner of the "Right", or personal representative, and give the option of renewal.

38. The Exclusive Right of Burial is not automatically transferred to successors in title. The "Right" can be transferred to next of kin or executor subject to such restrictions and regulations as may be in force at that time.

Any transfer of ownership of the Exclusive Right of Burial will be subject to the production of satisfactory evidence of title and the approval of the Council. Such transfer must be registered in the records of the Cemetery and the Deed of Grant of the Exclusive Right of Burial must be produced for endorsement by the Council and the appropriate transfer fee paid.

**Deleted:** Applications should be made for renewal of the "Right" within 12 months of the expiry of the previous grant. ...



39. Where no interment has taken place in the grave, the owner of the Exclusive Right of Burial may surrender the same to the Council and receive a refund of the original purchase price.

## PUBLIC (COMMON) GRAVES

40. A public (common) grave is a grave in which no Exclusive Right of Burial has been, or will be, granted by the Council and in which unrelated persons may be interred.
41. Should the Exclusive Right of Burial not be purchased at the time of interment Uckfield Town Council reserves the right to determine the initial depth of the grave at 2400mm (8 feet) any subsequent interment in that grave space will be at 1800mm (6 feet).

## MEMORIALS

42. A monument may only be erected on a grave or ashes plot within the Cemetery in accordance with these Regulations and upon payment of the appropriate fee. The right to erect a monument rests with the holder of the Exclusive Right of Burial, or subject to an agreed transfer by the Council, their next of kin or executor, and will be for the unexpired portion of the grant of Exclusive Right of Burial.
43. The erection of a monument on a public (common) grave will be subject to the discretion of the Council and in accordance with these Regulations and upon payment of the appropriate fee. Where permission is granted to erect a headstone on a public (common) grave, it will be subject to the right of the representatives of other persons interred in the grave to have those persons commemorated thereon. As there is no right to erect a monument on a public (common) grave, such monument does not in itself confer any rights and remains at the pleasure of the Council.
44. The Town Council has adopted a headstone only policy (no kerb set) for all new sections of the Cemetery and these areas will be maintained as a lawn Cemetery, the base of all memorials shall not exceed 300mm (12 inches) in depth.
45. Applications for the approval to place a new monument or kerb set in the Cemetery, alter or add to any inscription, or replace, add to or remove from the Cemetery any monument or kerb set, must be submitted to the Council on the appropriate Monumental Application Form, provided by the Council.

Such notice must be submitted at least 2 weeks in advance of the proposed date of erection and must include:-

- (i) The grave number and name of the deceased;
  - (ii) In the case of a new monument, a drawing of the monument and its specification, including the type, colour and finish (i.e. polished, honed etc.) of the material (natural stone) to be used, and showing all dimensions, including those of the kerb set (if appropriate) and the foundation slab.
  - (iii) The text of any inscription to be inscribed on the monument, or any text to be altered or added to any existing monument, and the method of lettering (i.e. incised, incised inlaid with lead etc.)
  - (iv) The name, address and signature of the person placing the order for the monumental work to be undertaken, which should be the owner of the Exclusive Right of Burial. If such owner is deceased the Exclusive Right of Burial must be transferred prior to any work being undertaken. If the owner is alive but is not making the application, the applicant must provide a letter in the owner's hand confirming and authorising such application.
  - (v) The name, address and telephone number of the monument-mason.
46. The approval of the Council for any such application will be confirmed by the issue of approval, which is valid for a period of 3 months. No work should be undertaken until this has been issued and on the understanding that the work undertaken will fully comply with the details specified within the application form and the requirement of these Regulations. No permission is required for cleaning only; up-righting and re-levelling; repair of existing lettering or painting of existing inscriptions unless the monument is to be removed from the Cemetery.

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47. Anyone who erects a monument or kerb set, or who undertakes any monumental work, within the Cemetery not in compliance with these Regulations may be compelled to remove the said monument or kerb set and pays all costs involved.

48. All monuments or kerb sets shall be constructed of granite, marble, slate or other hard natural stone of monumental quality, which must be durable and sound.

The Cloistered Remembrance Wall is restricted to True Nabresina stone or Slate plaques only.

49. A constructed headstone may be inlaid with natural stone, lead or bronze as part of the design or inscription provided such inlay shall not reduce the main thickness (body) of the headstone to less than 38mm (1½ inches) or to be raised above the surface of the headstone proper by more than 12mm (½ inch) and must be contained within the overall dimensions of the headstone.

The headstone shall not exceed 900mm (3 feet) in height (above ground level); 750mm (2 feet 6 inches) in width or be less than 50mm (2 inches) in thickness.

50. Where the memorial consists of a headstone and base, the headstone must be fixed so that its rear face is set 19mm (¾ inch) from the rear face of the base or 50mm (2 inches) if the height of the headstone is less than 750mm (2 feet 6 inches).

The base may be drilled to accommodate up to two flower containers or may accommodate:-

- (vi) up to 4 natural stone vases not more than 300mm (12 inches) high and not more than 176mm (7 inches) square; or
- (vii) a natural stone tablet, not more than 300mm (12 inches) high, not more than 300mm (12 inches) wide and not more than 75mm (3 inches) thick; or
- (viii) up to 2 natural reconstituted, stone figures, not more than 375mm (15 inches) high, provided the stone is not covered, coated in plastic, gilded, glazed or painted.

Any such vase, tablet or figure must not extend beyond the perimeter of the base.

51. Alternatively, a memorial may consist of:

- (ix) A natural stone vase not more than 300mm x 300mm x 300mm (12 inches x 12 inches x 12 inches) fixed to a plinth not more than 350mm x 350mm x 50mm (14 inches x 14 inches x 2 inches) of the same material, fixed on a foundation of the same dimensions as the plinth; or:
- (x) A book or tablet not more than 600mm x 450mm x 75mm (24 inches x 18 inches x 3 inches) fixed to a base not more than 710mm x 450mm x 75mm (28 inches x 18 inches x 3 inches) of the same material, fixed on a foundation of the same dimensions as the base; or:
- (xi) A flat tablet not more than 300mm x 300mm x 50mm (12 inches x 12 inches x 2 inches) fixed to a foundation of the same dimensions as the base or sufficiently wide to bridge the grave and rest on undisturbed ground.

The Cloistered Remembrance Wall plaques are restricted to 10 inches x 3 inches for a single plaque or 10 inches x 7½ inches for a double plaque.

52. Each kerb set shall be constructed of up to 3 pieces of natural stone not less than 100mm (4 inches) deep and not less than 75mm (3 inches) wide. Corner posts may be incorporated in the kerb set but shall be constructed of a single piece of natural stone not less than 100mm (4 inches) high, or less than 100mm (4 inches) square. The dimensions of the kerb set shall not exceed 2135mm x 915mm (7 feet x 3 feet).

**ALL memorial plates, memorial stones, kerb sets, books, plaques and tablets shall be constructed and installed with the National Association of Monumental Mason's Code of Practice Jan. 1998 and subsequent amendments.**

53. No monument (except figures) constructed from artificial re-constituted Bath, Soft Caen, Soft York or other soft stone, or coloured marble will be permitted and memorials of metal, pottery, plastic, glass or fibre-glass are forbidden and will be removed without notice. Photographic plaques, either ceramic or other approved material, of an approved size (e.g. 120mm (4¾ inches) in height by 90mm (3½ inches) in width) may be affixed to monuments, but frames of bronze or other material will not be permitted.

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54. Any monument erected in the Cemetery shall be inscribed with its grave number, in a conspicuous position as approved by the Council, in characters of not less than 16mm ( $\frac{5}{8}$  inch) in height, to match the main inscription.
55. Trade names may be inscribed on any monument, in a location approved by the Council in characters of not more than 12mm ( $\frac{1}{2}$  inch) in height, to match the main inscription.
56. No hewing or dressing of stone, other than the cutting of an inscription or cleaning of the stone, will be permitted in the Cemetery.
57. All materials and equipment shall be conveyed in the Cemetery in such a manner as to prevent damage to walks, paths, roads or turfed areas and all soil or waste material shall be removed in a like manner.

Mats, boards or canvas shall be used, as directed by the Council, to achieve this end.

58. All persons employed, on behalf of the owner of the Exclusive Right of Burial or personal representative of such person, to erect any monument shall carry out their work strictly under the direction of the Council and shall:-
- (xii) At the cost of the owner, or personal representative, remove all waste and unwanted material and make good any damage or injury whatsoever occasioned in the process of the work.
  - (xiii) Perform the work during the normal opening hours of the Cemetery offices.
  - (xiv) Provide their own tools and equipment and complete the work with due despatch.
59. The Council must be informed of the removal of any monument from the Cemetery.

Subject to approval by the Council temporary wooden crosses are permitted for a period of up to 6 months to allow the soil to settle prior to a permanent memorial being installed.

60. The removal and re-erection of a monument to facilitate the re-opening of a private grave or to level such grave shall be at the expense of the grave owner or their personal representative.
61. Any person removing a monument to permit a further interment shall either remove the same from the Cemetery, after informing the Council, or place it in a location or position indicated by the Council.
62. Any monument removed from a grave to facilitate an interment shall be replaced as soon as possible.
63. Any unauthorised monument shall be removed at the expense of the Exclusive Right of Burial owner, or their personal representative.
64. Any monument or memorial erected in the Cemetery remains the property and responsibility of the Exclusive Right of Burial owner or their personal representative and therefore, remains in the Cemetery at the sole risk of, and must be kept in a good state of repair by, the said owner or personal representative.

Uckfield Town Council shall not be held responsible for any damage or breakage which may occur to any monument or memorial through any cause whatsoever. ▼

The Council undertakes safety inspections on all memorials. Any defects reported with regard to stability are to be corrected by the owners of the memorials. Where the Council is unable to trace the owner of the Exclusive Right of Burial for any graves with unsafe memorials, these memorials may be laid flat to prevent the possibility of accidents. All other memorials requiring minor work will be covered with a safety warning.

The Council reserves the right to remove any monument or memorial, which has become, or is likely to become, dangerous or which is in a derelict or unsightly condition.

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## MAINTENANCE AND UPKEEP

65. After an interment has taken place in a private grave and a reasonable time has elapsed for the natural subsidence of the earth used to fill the grave, the Council shall, in accordance with the Local Authorities Cemeteries Order 1977, cause the surface of the grave to be levelled and properly covered with fresh turf, except for any area covered by any monument or memorial.
66. It is the responsibility of the owner of the Exclusive Right of Burial to keep the grave space free from weeds and in a tidy condition. In default the Council reserves the right to level and turf the grave.
67. The placing of glass containers or shades, items of pottery, tins, plastic or wire mesh fences or other items of metal, plastic or other material are forbidden and will be removed by the Council without notice from any grave or the Garden of Remembrance. Temporary Funeral Director markers are permitted.
68. Small annual bedding plants or bulbs may be planted on a grave, as directed by the Council, but the planting of perennials, shrubs and trees is not permitted and will be removed by the Council without notice.  
  
In the lawn section, planting is only permitted 9 inches from the headstone.
69. The Council reserves the right to remove from any grave space flowers, plants, floral tributes or wreaths which have deteriorated or become unsightly and dispose of them in such manner as they deem fit.
70. Grass cutting will be carried out by the Council, at a frequency determined by weather conditions and by the Council. Within the Conservation Area, set aside by the Council, maintenance will differ from the normal grass cutting cycle.

## GARDEN OF REMEMBRANCE

71. Within the Garden of Remembrance, the only memorial permitted is a 300mm x 300mm x 50mm (12 inches x 12 inches x 2 inches) tablet as approved by the Council and only authorised flower receptacles are permitted.
72. All planting within the Garden of Remembrance is to be carried out by the Council, unless otherwise arranged. The Council will however supply a limited number of rose bushes for purchase by prior application. Any future replacement of the said roses will be at the Council's cost.  
  
No planting is permitted in the Cloistered Garden of Remembrance.

## CREMATED REMAINS

73. Cremated remains may be interred, in caskets or other approved biodegradable containers, in the Garden of Remembrance or in a conventional grave in the Cemetery for which the Exclusive Right of Burial has been purchased.

There is only a facility to scatter cremated remains in the Cloistered Garden of Remembrance, subject to the appropriate fees.

## FEES

74. Fees for all Cemetery services will be determined by the Council annually, to take effect from 1st April each year.

75. Local authorities need to provide a basic level of service to their local residents and the additional charges for individuals from outside of the local area ensures that a local authority still has appropriate capacity to provide the services required by their own residents. For example, a flat fee is chargeable for the purchase of the Exclusive Right of Burial (by a non-parishioner) in conjunction with a resident discount for the interment itself.<sup>1</sup>

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76. In determining whether interment fees will be chargeable at the Parishioner or Non-Parishioner rate, the last permanent address of the deceased will be used. However, the Parishioner rate will be used if it can be shown that the deceased has had to move out of the parish in order to receive the type of care which is not available in the parish.
77. All fees are payable in advance to the Council, except in the case of Funeral Directors and monumental masons, dealing continuously with the Council

## GENERAL

78. All rubbish and waste material, including wreaths and floral tributes, which have been removed from graves, should be disposed of in the litter bins provided. Household waste or other waste material not generated in the Cemetery must not be placed in the litterbins.
79. The Council are empowered to alter or amend the foregoing Regulations at any time; to introduce further regulations as they consider necessary; to waive any of the foregoing Regulations in exceptional circumstances or to impose temporary restrictions on any matters not specifically covered by these regulations.
80. All persons entering the Cemetery do so at their own risk and the Council will not accept any liability for injuries or damage sustained, howsoever caused.
81. On rare occasions, when a burial necessitates the re-opening of an existing grave, it may be necessary to place the excavated soil on to an adjacent grave for a short period of time. The adjacent plot will be protected with a tarpaulin and immediately following the burial the soil will be back-filled and both plots left tidy. We apologise for any distress this may cause to visitors to the Cemetery.
82. The Town Council accepts the kind donation of seats at the Cemetery. However, the Council reserves the right to determine the siting of each seat and move seats if required. All designs and inscriptions are to be agreed in advance. The Council will maintain the benches but will not replace them.

## PRIVACY NOTICE

83. ~~Any personal information such as name, postal address, telephone number and email address provided will only be used to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed in our privacy notice, with your prior permission or if we are required to do so by law.~~

Revised 2023

<sup>1</sup>The Local Authorities Cemeteries Order 1977:

### General powers of management

3.-(1) Subject to the provisions of this order, a burial authority may do all such things as they consider necessary or desirable for the proper management, regulation and control of a cemetery.

### Fees and other charges

15.-(1) Subject to the provisions of this article a burial authority may charge such fees as they think proper-(a) for or in connection with burials in a cemetery;

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(b) for any grant of a right to place and maintain a tombstone or other memorial in a cemetery otherwise than in a chapel provided as mentioned in article 6(1)(b); or  
(c) for any grant of a right to put an additional inscription on such a tombstone or other memorial.  
In determining the fees to be charged the burial authority shall take into account the effect of any resolution under section 147(3) of, or under paragraph 6 of Schedule 26 to, the Act.

Nb. Local authorities can continue to charge increased amounts for burial or cremation of individuals from outside their local area, since local residents will have been contributing to local services through the payment of council tax and as such will have already been providing a financial contribution to all local services that an individual from outside the area will not. In addition, local authorities need to provide a basic level of service to their local residents and the additional charges for individuals from outside of the local area ensures that a local authority still has appropriate capacity to provide the services required by their own residents.

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## UCKFIELD TOWN COUNCIL

Council Offices, Civic Centre  
Uckfield, East Sussex, TN22 1AE

Tel: (01825) 762774  
e-mail: [townclerk@uckfieldtc.gov.uk](mailto:townclerk@uckfieldtc.gov.uk)  
[www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk)

**Town Clerk – Holly Goring**

Our Ref: /RN/

[Date]

[Name/Address]

Dear

Please find enclosed Deed Number ..... with reference to [Garden of Remembrance/Grave] No. ...., which has been duly [completed/transferred] and signed and which I trust you will find in order.

I also enclose, for your information a copy of the Town Council's Rules and Regulations of the Snatts Road Cemetery which are important to the maintenance of the cemetery and visitors. I would therefore be grateful if you could complete the attached to confirm their receipt and acceptance.

Since all memorial applications are subject to approval by Uckfield Town Council it is imperative for memorial owners to understand their responsibilities. Following periodic safety testing, any defects reported with regard to stability are to be corrected by the owners of the memorials. Please ensure to keep the Town Council updated with any future change of name and addresses so that we can contact you if there are any safety concerns or cemetery updates.

Yours sincerely,

**Rachel Newton**  
**Senior Administrative Officer**  
**Uckfield Town Council**

Email: [rachel@uckfieldtc.gov.uk](mailto:rachel@uckfieldtc.gov.uk)

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**UCKFIELD TOWN COUNCIL**



APPLICATION FOR ERECTION OF A MEMORIAL  
or for additional inscription on a memorial in Uckfield Cemetery, Snatts Road

NO WORK TO BE UNDERTAKEN UNTIL THIS PERMIT HAS BEEN APPROVED

Cemetery	Grave Space Number .....	Garden of Remembrance Number .....	Deed No.....	Permit No.....
Name of Deceased			<b>For Office Use Only</b> This memorial application has been inspected to ensure completion with the Town Council's memorial specifications.  Permission to carry out the work detailed has: <b>BEEN GRANTED</b> <div style="border: 1px solid black; width: 50px; height: 30px; margin: 5px auto;"></div> <b>NOT BEEN GRANTED</b> <div style="border: 1px solid black; width: 50px; height: 30px; margin: 5px auto;"></div>	
Description of Memorial (Nature of work and materials used)		<u>Inscription</u>		
(Note: Elevation drawings, showing full dimensions and proposed method of fixing must be included with every application (provide on separate sheets if necessary))			<u>Comments</u>          <u>Signed</u> <u>Date</u>	
Name of Monumental Mason or other Agent _____ Address _____  Tel: _____  Date of application _____ Fee _____				
I _____ AM THE HOLDER OF THE DEED OF GRANT OF EXCLUSIVE RIGHTS TO ERECT A MEMORIAL I hereby apply for a permit to be issued to the above named memorial mason, subject to the regulations of the Councils cemeteries. I understand that I am responsible for the maintenance and upkeep of the memorial and that, if the memorial becomes unsafe, the Council may take what action they deem necessary to make safe or to remove the memorial, and I will be responsible for any expenses incurred for such works and no prior notice may be given. I also understand that the memorial may need to be removed temporarily to allow burials in adjacent graves or for future burials within this grave. <u>I will inform Uckfield Town Council of any change of name or address. I understand it is my responsibility to have insurance for the lifetime of the memorial (Optional)</u> SIGNATURE: _____ ADDRESS _____ <div style="text-align: right;">Telephone No. _____</div>				

FOR OFFICE USE ONLY		
FEES DUE..... ..... .....		INVOICE No.
		PERMIT NUMBER

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# UCKFIELD TOWN COUNCIL



## MEMORIAL SAFETY POLICY

Policy Number 33		
Issue No.	Date completed	Details of amendments
1		Revised following publication of Ministry of Justice guidance "Practical advice for dealing with unstable memorials" (January 2009) ( <i>attached</i> )
1	09.02.09	EL.073.02.09
1	30.03.15	EL.080.04.15
<u>1</u>	<u>20.03.23</u>	<u>EL.</u>

## 1.0 BACKGROUND

This document sets out Uckfield Town Council's policy for memorial safety in the cemetery and churchyard for which it has responsibility.

- 1.1 Uckfield Town Council is a burial authority as designated by Section 214 of the Local Government Act 1972 with the power to provide and maintain cemeteries. The Council has provided a cemetery at Snatts Road since 1885 and more recently it has become responsible for the maintenance of the closed churchyard at Holy Cross Church under Section 215 of the Local Government Act 1972.
- 1.2 Safety in cemeteries has been an issue for most burial authorities in recent years, with a number of well reported incidents in the national news. However, the actual number of accidents involving memorials known to the HSE is low, despite the very large number of memorials that exist.
- 1.3 Any monument or memorial erected in the cemetery remains the property and responsibility of the grave owner or their personal representative and therefore, remains in the cemetery at the sole risk of the owner or representative and must be kept in a good state of repair by them.
- 1.4 Uckfield Town Council can not be held responsible for any damage or breakage caused by a third party or by weathering which may occur to any monument or memorial. Any damage or breakages to memorials caused by Council staff or contractors working on behalf of the Council will be rectified appropriately.

## 2.0 PROCEDURE

This procedure has been revised following the publication of Ministry of Justice guidelines: "Managing the safety of Burial Ground Memorials – Practical advice for dealing with unstable memorials" (January 2009).

~~2.1 All memorials must be erected and fixed in accordance with National Association of Memorial Masons (NAMM) Code of Working Practice, by masons that are NAMM registered. All monumental masons are made aware of this policy and received a copy of the Council's Cemetery Regulations.~~

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- 2.2 Signs are present in the Cemetery advising that some of the memorials may not be safe and that visitors should not lean on memorials.
- 2.3 The Council operates a rolling programme of memorial safety testing as part of its management regime. This includes:
  - 2.3.1 Their historical importance.
  - 2.3.2 The likelihood of members of the public visiting or walking past particular memorials.
  - 2.3.3 An overall assessment of the risks associated with the memorials to assist prioritisation of the more detailed inspections.

- 2.4 All testing of memorials is undertaken by trained staff and the following assessments will be carried out as necessary:
- 2.4.1 A visual check for obvious signs that a memorial is likely to be unstable. Visual signs may include:
- damaged or eroding bonding
  - movement of parts of a memorial from its original position
  - kerb stones breaking apart
  - undermined or unstable foundations
  - leaning memorials
  - evidence of structural disturbance or damage
  - the presence of vegetation, etc.
- 2.4.2 Where a visual check suggests no stability defects, a hand test can help confirm that assessment or identify stability problems. This can be done at the time of the visual inspection, with staff applying firm but steady pressure in different directions to determine to what degree the headstone is loose. No mechanical means of testing will be undertaken.
- It should be noted that many memorials installed in recent years on independent foundations are fitted with ground support systems. These may move or even rock if the base to its foundation joint is broken they will do so within designed tolerance limits and may represent no danger as the memorial will lock on the ground anchor.
- 2.4.3 Where the initial inspection identifies significant risk, arrangements will be made for a more detailed inspection before any action is taken, e.g., the memorial is laid flat.
- 2.5 Formal notices will be posted at the cemetery advising visitors that testing is carried out regularly. Information regarding memorial testing will also be available on the Council's website and through the Council's newsletter to ensure that all local people are aware that the testing will be taking place. Staff and visitors to the cemetery will also be encouraged to report to the Council any memorials they believe to be unsafe. All notifications will be recorded and details passed to the last known Deed holder as appropriate.
- 2.6 The results of all memorial inspections will be recorded, noting the current condition of the memorials and where action is necessary or likely to be necessary in the future.
- 2.7 During testing, if a memorial is found to be unsafe any precautions taken must be proportionate to the risk of people suffering harm. The following action will be taken:

- 2.7.1 If the memorial requires attention to make it safe, but is not in imminent danger of falling down, the Council will place a warning sign near to the memorial alerting visitors to the potential danger and will write to the last known Deed holder within six weeks, advising them of the findings.

Deed holders will be asked to confirm to the Council that the work will be undertaken and when the work is likely to be carried out.

- 2.7.2 If the memorial is extremely unsafe and thought to be at risk of falling down Council staff may lay the memorial down flat or restrict access to the memorial. The last known Deed holder will be written to advising them of the action that has been taken and what is required of them if they wish to have the memorial fixed and re-erected. It is emphasised that laying down memorials will only be carried out as a last resort.
- 2.8 Whilst the Council makes every effort to trace the last known Deed holder, this is not always possible for a number of reasons (the person may have died, or moved and the Council has not been informed of the change of address).
- 2.9 The Council will not pay to have unsafe memorials repaired or re-erected if the last known Deed holder cannot be traced and with consideration to the actual level of risk the most appropriate action will be taken to make the memorial safe, i.e., laying the memorial flat. Staking of memorials is not recommended.
- 3.0 There are a number of War Graves in the cemetery. War Graves are maintained and inspected by the Commonwealth War Graves Commission (CWGC).
- 3.1 During routine memorial inspections any damage or disturbance to any of the War Graves that is noted by Council staff will be reported to the CWGC for further action.

#### **4.0 MANAGEMENT AND ADMINISTRATION OF MEMORIAL SAFETY**

4.1 All memorials must be erected and fixed in accordance with either The British Register of Accredited Memorial Masons scheme (BRAMM), which is managed by a board comprising 50% representation by burial authorities and 50% by memorial masons, or, National Association of Memorial Masons (NAMM) Code of Working Practice, which is managed by masons that are NAMM registered. All monumental masons are made aware of this policy and received a copy of the Council's Cemetery Regulations.

4.2 The burial authority will not permit a memorial to be erected without this guarantee of conformity which also includes public liability cover. If a memorial becomes unsafe at any time the authority can check the work, if it does not comply with BS 8415 and the appropriate industry code of practice current at the time of installation, the memorial masons will be liable.

|

## UCKFIELD TOWN COUNCIL



THIS AGREEMENT is made between:

1 Uckfield Town Council (hereinafter called the Council) and

2

(The Tenant) of

Address:

Telephone:

Email:

Allotment Plot Number	
Plot Size	m <sup>2</sup>
Annual Ground Rent April 2023 – April 2024	£
Annual Water Levy April 2023 – April 2024	£
Annual Admin Charge April 2023 – April 2024 (revised annually)	£15
DEPOSIT	£52
Discount on rent for over 60s On production of confirmation	
<b>TOTAL DUE</b>	£
Annual Rent Due	1 <sup>st</sup> April and annually thereafter and at a proportionate rent for any part of a year over which the tenancy may extend

This tenancy is subject to the Allotments Acts 1908 to 1950 and to the following conditions:-

- (a) The Tenant shall use the plot as an Allotment Garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and his/her family) and for no other purpose and to keep it clean and free from weeds and in a good state of cultivation and fertility and in good condition. Carpets and black plastic must **not** be used for weed control on allotments.
- (b) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or obstruct any path set out by the Council for the use of the occupiers of the allotment site
- (c) The Tenant shall not underlet, assign, or part with the possession of the allotment plot or any part thereof, without the written consent of the Council.
- (d) The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.



- (e) The Tenant shall keep every hedge that forms part of or adjoins their allocated allotment plot properly cut and trimmed and keep in repair any other fences, gates or sheds on their allotment plot.
- (f) The Tenant shall not, without the written consent of the Council, erect any building on the allotment plot, and shall be responsible for the removal of any building on or before expiry of the tenancy.
- (g) The tenant shall not keep any livestock on the allotment unless permitted by statute without the prior written consent of the Council. All such livestock shall be maintained in accordance with the RSPCA guidelines on animal welfare.
- (h) The keeping of bees is not allowed on any allotment land. The Uckfield Allotment Bee Club are based along Framfield Road and currently look after five bee hives. Please contact the town council if you are interested and require any further information.
- (i) The Tenant shall only store chemicals necessary for gardening purposes on site and stored in manufacturers containers. All chemicals must be locked away and out of reach of children. Manufacturer instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends that Organic alternatives should be used whenever possible in preference to chemicals.
- (j) The Tenant shall, as regards the allotment plot, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- (k) Any Member or Officer of the Council shall be entitled at any time to enter and inspect the allotment plot.
- (l) The Tenant shall not use barbed wire or razor wire for a fence adjoining any path.
- (m) The tenancy of the allotment plot shall terminate on the rent day next after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice:-
  - (1) If the rent is in arrears for not less than 40 days; or
  - (2) If the Tenant is not duly observing the Rules affecting the allotment plot or any other term or condition of the tenancy, or
  - (3) if the Tenant becomes bankrupt or compounds with their creditors.
 The tenancy may also be terminated by the Council or the Tenant by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year. (Allotment Act 1922. Section 1(1)(e))

Signed ..... **Witness** .....

**on behalf of Uckfield Town Council**

Dated .....

Signed ..... **Witness** .....

**Tenant**

Dated .....

# **Uckfield Town Council**

## **Allotment Rules**



**APRIL 2023** (Updated)

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## **1 Assignment / Sub-letting**

- 1.1 The tenancy of an allotment is personal to the tenant named in the agreement.
- 1.2 The tenant may not underlet, assign, sublet or part with possession or control of all or any part of their allotment without written consent from the council. (Agreement c)
- 1.3 Within the first three months the tenant is within a probationary period if the tenant chooses to return the allotment to the council during this period the tenant will have rental returned minus a £10.00 administration fee. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated and the plot returned to council for re-letting.
- 1.4 New tenants will be required to submit a deposit of such amount as the Council decides which will be refunded at the time of cessation of the allotment tenancy (provided the plot is left in a satisfactory and rentable condition).

That for the 2023/24 season this deposit shall be £52.00.

## **2 Cultivation and weed control**

- 2.1 The cultivated area is defined as the area that is cultivated for vegetable or fruit crop or flower production. Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area. (Agreement a)
- 2.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds. (Agreement a)
- 2.3 Allotments that have areas that are unsuitable for production - such as heavily shaded areas, excessively sloping land or impoverished or polluted soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with a council officer.
- 2.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent. (Agreement a)
- 2.5 Carpet and black plastic must not be used for weed control on allotments.
- 2.6 Use of Pesticides, herbicides, vermicides and fertilisers:

Where these are used, manufacturer's instructions must be followed at all times. Particular care should be taken to avoid drift or spillage on paths and neighbouring plots. Tenants should generally only use weedkillers over winter or in the spring, and not in the vicinity of crops.

Glyphosate must not be used as this is known to be a particular environmentally damaging weedkiller.

## **3 Trees and invasive plants**

- 3.1 All trees, bushes and hedging over the absolute height of 2.5 metres (or 8 feet) in height are in breach of allotment rules and will lead to a notice and possible termination.
- 3.2 Tenants must not, without consent of a Council officer, cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing. (Agreement d)
- 3.3 Fruit trees are permitted but will normally be included within the 25% of non-cultivated

area. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.

- 3.4 Tenants who have fruit trees that have grown above 2.5 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.
- 3.5 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height.
- 3.6 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.
- 3.7 Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the tenant then the tenancy will be terminated and plants removed at cost to the tenant.

#### **4 Hedges and ponds**

- 4.1 Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. (Agreement e)
- 4.2 Where hedges abut a perimeter boundary, road or vehicular haulage way, the council is responsible for maintaining the outside and top.
- 4.3 Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.
- 4.4 No fast growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.
- 4.5 The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm deep. The pond area will be included as part of the non-cultivated area.
- 4.6 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any haulage way or path. Tenants are advised to provide secure fencing.
- 4.7 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the allotment space by an existing tenant will be seen as unwanted waste and will result in a tenant being put on notice. Historical baths brought on site before the 2011 rule review that are both functional and above ground will be exempt.

#### **5 Plot use and storage**

- 5.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the allotment association of that site.) Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 5.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 5.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 5.4 Construction materials, paving and timber for infrastructure work must be used within 12

months.

- 5.5 Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

## **6 Water, Bonfires & Other Restrictions**

- 6.1 Sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies.
- 6.2 Mains water will be available from 1<sup>st</sup> March to 31<sup>st</sup> October. Water supply is subject to season restrictions and hosepipe bans.
- 6.3 Any form of unattended mains connected irrigation - be it open hose food irrigation or seep hose irrigation - is forbidden and will lead to notice of termination.
- 6.4 All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolise the water supply to the detriment of fellow tenants, will be put on notice. Where possible, tenants are encouraged to collect rainwater for use on their allotments.
- 6.5 Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution.
- 6.6 All open fires between 1st April and 1st November must be contained within an incinerator barrel, however small contained fires will be permitted for barbequing.
- 6.7 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 6.8 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- 6.9 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 6.10 The council reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 6.11 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the council. (Agreement d)

## **7 Waste materials and pollutants**

- 7.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot.
- 7.2 Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.
- 7.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 7.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as

shelving, angle iron or bath tubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.

- 7.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a glass house.
- 7.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.
- 7.7 All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in an incinerator.
- 7.8 The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.
- 7.9 In the event that a tenant is put on notice for excessive materials such a timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.
- 7.10 If tenants witness someone illegally fly tipping rubbish onto allotment land they should contact Wealden District Council Streetscene at [street.scene@wealden.gov.uk](mailto:street.scene@wealden.gov.uk) or 01323 443322.

## **8 Structures and fences**

- 8.1 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 8.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal. (Agreement e) (Agreement f)
- 8.3 Tenants may put up one shed and no more than two greenhouses (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the site representative or council officer is required for poly tunnels, with tunnel size and layout agreed. No tunnel or glasshouse should exceed 2.13 metres in height.
- 8.4 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 8.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 8.6 The maximum size of a shed is 3 metres long x 2metres wide x 2.13m high, (9 feet x 6 feet x 7 feet).
- 8.7 N.B. West Park allotments maximum size of shed is 6' x 4' provided guttering and water butts are installed.
- 8.8 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 8.9 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). All structures must be removed before the end of the expiration of the tenancy.
- 8.10 Solid fences adjacent to neighbours' plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height. (Agreement e)
- 8.11 It is an offence to attach or hang any materials to any council fencing.

## **9 Paths & haulage ways**

- 9.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high). (Agreement b)
- 9.2 A single main path no wider than 75cm, as well as narrow internal paths (being spurs from the main path and being no wider than 50cm) will also be included within the cultivated area. Wider paths will be allowed on steeply sloping plots where raised beds require wider access.
- 9.3 Paths that exceed the dimensions stated above shall be included within the non-cultivated area.
- 9.4 Shared paths between two allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 9.5 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 9.6 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users.
- 9.7 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from allotment sites.(Agreement b)

## **10 Dogs, livestock and Bees**

- 10.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads will receive a notice.
- 10.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.
- 10.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.
- 10.4 No animals or livestock may be kept overnight on allotment land, except hens with permission sought and agreed.
- 10.5 Any tenant that wishes to keep hens on their allotment must advise the Town Council in writing and complete an Undertaking (see Appendix 1) which requires the following:-
- that the hens will be kept in accordance with the RSPCA Guidelines
  - defines the maximum number of hens – no more than 6 with a minimum of 2 (no cockerels allowed)
  - and confirms that all eggs from these hens are for personal consumption
- 10.6 The keeping of bees is not allowed on any allotment land. The Uckfield Allotment Bee Club are based along Framfield Road and currently look after five bee hives. Please contact the Town Council if you are interested and require any further information.

## **11 Rent**

- 11.1 The tenant must pay the invoiced rent within 40 days of the due date and may, if qualified, claim any special discounts the council offers only at the time of invoicing.
- 11.2 The rent year runs from the 1st April to 31<sup>st</sup> March each year. A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.
- 11.3 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.
- 11.4 All tenants over the age of 60 will be eligible for a concessionary 20% discount on



submission of documented proof of date of birth. Concessionary evidence must be provided prior to 1<sup>st</sup> April in order to receive concession for the following year.

- 11.5 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. Inspections will be carried out on final hand over with a bill given if necessary. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.
- 11.6 Rent may be increased at any time provided the council takes reasonable steps to give at least six months' notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.
- 11.7 An administration fee will be charged per annum to the amount of £15 per plot. This is subject to any slight increase on an annual basis.

## **12 Observance of Rules**

- 12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 12.2 Rules will be posted online on the council website [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk), and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.
- 12.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 12.4 Tenants shall, as regards to the allotment plot, observe and perform all conditions and covenants contained in the lease (if any) under the council hold the land.
- 12.5 Any Member or Officer of the Council shall be entitled at any time to enter and inspect the allotment plot.

## **13 Site safety, security and duty of care**

- 13.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 13.2 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution. (Agreement b)
- 13.3 The allotments and site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 13.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative and the Uckfield Allotment Society regarding any such disputes.
- 13.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves.
- 13.6 Any structure or any other item considered hazardous should be removed after instruction from a council officer. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.
- 13.7 Storage of fuels and hazardous materials is prohibited only chemicals necessary for gardening purposes can be stored. All chemicals must be locked away and out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and

use must be followed at all times. The Council recommends the use of organic alternatives wherever possible. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment then please inform your site representative or a council officer. (Agreement i, in part)

- 13.8 Particular care should be taken when using strimmers, rotavators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 13.9 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 13.10 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment. (Agreement L)
- 13.11 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to their site representative and the police.

## **14 Unauthorised persons**

- 14.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 14.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 14.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 14.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

## **15 Vehicles, tents and caravans**

- 15.1 Motor vehicles may not be parked overnight or deposited on the allotment so as to cause a blockage except in the car parking areas provided, other than for short-term loading/unloading. Obstruction of paths and drives is not permitted.
- 15.2 Caravans and live-in vehicles are not permitted on any allotment land.
- 15.3 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

## **16 Plot numbering, plot splitting and notices**

- 16.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way or main access path.
- 16.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by a council officer or authorised person.
- 16.3 Council or Allotment Society information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer.
- 16.4 Allotment plots may be reconfigured or divided at the discretion of the town council.

## **17 Change of address and notices**

- 17.1 Tenants must immediately inform the council, in writing, of changes of address or status.
- 17.2 If a tenant moves to an address outside of the boundary of the Uckfield Town Council

they will have their tenancy terminated. This rule excludes existing tenants prior to October 2011.

17.3 Notices to be served by the council on the tenant may be:

- a) Sent to the tenant's address in the Tenancy Agreement (or as notified to the council under these rules) by email, post, registered letter, recorded delivery or hand delivered; or
- b) Served on the tenant personally; or
- c) Placed on the plot.

17.4 Notices served under paragraph 17.3 will be treated as properly served even if not received

17.5 Written information for the council should be sent to: Uckfield Town Council, Civic Centre, Uckfield or by email: [rachel@uckfieldtc.gov.uk](mailto:rachel@uckfieldtc.gov.uk)

## 18 Site reps

Who can help with your allotment? Who to contact and how we can help if you have any issues with your allotment?

Your site representative is an allotment tenant who volunteers as a communication link between tenants, the local council and Allotment Association. They can ensure that a helpful, fair and consistent service is maintained on all sites across the local allotment community. They can also pass on information to the council and help with things like security, water supply, showing vacant plots, signing up new tenants to the waiting list, giving advice, support and encouragement to tenants if requested and monitoring the need for repairs and rubbish collections.

Details of site reps can be found on allotment noticeboards. If you need any further information, please contact: [rachel@uckfieldtc.gov.uk](mailto:rachel@uckfieldtc.gov.uk)

## 19 Allotment Association

Most allotment sites have an association run by volunteer tenants. The Allotment Association hold meetings every few months to discuss any issues and are hoping to encourage new members to join.

Please email the Secretary of the Allotment Association, David Newbery at [newsletteruckfield@gmail.com](mailto:newsletteruckfield@gmail.com) for more details.

## 20 Application

20.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

## 21 Terms and interpretation

In these rules the words used are to have the following meaning:

- 21.1 Allotment: A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
- 21.2 The Council: Uckfield Town Council.
- 21.3 Tenant: A person who holds an agreement for the tenancy of an allotment.
- 21.4 Site: Any area of allotments that are grouped together at one location
- 21.5 Rent: The annual rent payable for the tenancy of an allotment.
- 21.6 Review notice: Any notice of reviewed rental charges.
- 21.7 Site representative: An allotment tenant who works as a middle person between the council and the tenants and helps oversee the allotment.
- 21.8 Tenancy agreement: A legally binding written document which records the terms and

conditions of letting, of a particular allotment(s), to an individual tenant or group.

- 21.9 Haulage way: A common route within the site for vehicular and pedestrian access to allotments.
- 21.10 Headland: The area of land between an allotment plot and any haulage way or perimeter fence.
- 21.11 Authorised officer: A member of staff of Uckfield Town Council.
- 21.12 Other authorised person: The tenant or invited guest.
- 21.13 Cultivation: Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.
- 21.14 Paths: Dividing paths between allotments.
- 21.15 The non-cultivated leisure area: Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.

## **22 The Council's responsibilities**

### **22.1 Administration**

- d) Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

### **22.2 Repairs and Maintenance**

- e) Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.

### **22.3 Rubbish clearance**

- f) To remove rubbish which has been fly-tipped.

### **22.4 Liability**

- g) The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment.

## **23 The complaints procedure**

- 23.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to the Council. If you are dissatisfied with the response then follow the procedure below.
- 23.2 The council's corporate complaints procedure is available from the Council Office.

## **24 Tenancy termination**

The council may terminate allotment tenancies in any of the following ways:

- 24.1 By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
- 24.2 At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation and appropriate compensation.
- 24.3 By giving one month's written notice to quit if:
  - a) The rent is in arrears for 40 days or more (whether formally demanded or not); or
  - b) The tenant is in breach of any of these rules or of their tenancy agreement; or

- c) Automatically on the death of the named tenant, (normally there would be no objection, in the first case, to a family member taking on the tenancy). (Agreement m)
- d) If the tenant becomes bankrupt or compounds with creditors
- e) 22.4 The tenancy may also be terminated by the council or the tenant by twelve months previous notice in writing expiring on or before 6<sup>th</sup> day of April or on or after 29<sup>th</sup> September in any year. (Allotment Act 1922. Section 1(1) (e).

## **25 GDPR – using your personal information and data protection**

Changes to the current Data Protection legislation came into effect from May 2018, as a result of the 2016 EU Directive (GDPR).

Tenants must be over 18yrs to apply (data protection).

### **Using your personal information**

Personal information which you supply to us may be used in a number of ways:

- To provide you with an Allotment and manage your tenancy; retaining your personal data supplied on both paper and electronic records.
- For statistical analysis.
- For fraud prevention.
- For audit and debt collection.

We will not disclose any information to any company or organisation outside Uckfield Town Council except to help prevent fraud, or if required to do so by law.

## **Meeting of the Environment & Leisure Committee**

**Monday 20 March 2023**

### **Agenda Item 7.1**

#### **TO NOTE THE CURRENT POSITION WITH THE COUNCIL'S ESTATES**

##### **1.0 Summary**

1.1 This report sets out the current position with the Council's Estates.

##### **Victoria Pleasure Ground and skatepark**

Town Councillors and staff are aware the area needs upgrading. Money has been set aside in 2023/24. It is therefore hoped that with further funding obtained for 2024/25, the play area can be upgraded in that financial year.

We are still awaiting the report from the Sussex Cricket Foundation inspection.

The repairs were undertaken to the surface of the practice cricket nets. The surface had not been tended to for a period of four years and was badly pitted. The carpets were peeled back, pads peeled back, stone surface scratched, whole area re-screeded, and re-laid. It was advised that the area could receive a light roll over time to re-compact and for Grounds staff to keep clear of weeds and a clear edge. The Town Clerk is now investigating the replacement of the nets as one side is currently hanging off.

Further investigation required with the drainage issues near to the skate park.

Remedial works are being booked in to address two large Ash trees in Victoria adjacent to a residential property. This will involve removing the major deadwood from both trees, removing any limbs showing signs of infection, and reducing the crown of the tree overhanging the neighbouring property.

##### **Hempstead Lane Play Area and Hempstead Meadows LNR**

Unfortunately the bird ringing operations of the Ornithologist are not able to take place in this area. It is hoped that another site can be found that is more suitable or it may be able to take place in future years.

##### **Rocks Park Play Area**

Nothing new to report.

##### **Snatts Road Cemetery**

The War Grave signage has now been installed.

##### **West Park Recreation ground and WPLNR**

Nothing new to report.

##### **Woodlands**

The quote has just been received for the next round of Tree surveying and will inform the Town Council of any works required for 2023-24 and beyond. This will include the areas of Rocks Park, Hunters Way, Bell Lane, Framfield Road and Bird in Eye Allotment sites, Harlands Farm Playing fields, Hempstead Recreation Ground, Hughes Way Play Area, Ridgewood Recreation Ground and West Park Recreation Ground.

#### Equipment & Vehicles

The Major Contoura rotary mower has arrived, which is perfect timing for the start of grass cutting season.

Unfortunately both the Ford Transit and Ford Ranger are near the end of their term. We are therefore starting to exploring options for at least the replacement of one of these vehicles through a lease agreement. Further details will be presented to members once we have the information available.

#### Street Furniture & Lighting

Ongoing repairs are being addressed through a programme of work.

#### Ridgewood Recreation Ground

Nothing further to add at present.

#### Elizabeth Gardens

Nothing new to report.

#### Luxford field and play area.

Nothing new to report.

## **2.0 Recommendations**

2.1 Members are asked to note the report.

Contact Officers: James Hollingdale/Holly Goring

## **Meeting of the Environment & Leisure Committee**

**Monday 20 March 2023**

### **Agenda Item 7.2**

#### **TO UNDERTAKE INITIAL CONSIDERATION OF A LAND TRANSFER REQUEST RECEIVED FOR A SMALL PARCEL OF LAND IN OLIVES MEADOW**

##### **1.0 Summary**

- 1.1 The Town Clerk received a letter on 6 January 2023 regarding ‘Land at Olives Meadow’ from Swindells Chartered Accountants.
- 1.2 Before Christmas, the Town Clerk had written to the Accountants as Trustees for this land, advising that *“a local resident from Olives Meadow has advised us that the short path and wooden bridge that leads from Olives Meadow into Hempstead Meadows LNR is very muddy and slippery. An elderly lady slipped and fell a little while ago.*  
  
*Although we are conscious of the recent weather, we wished to make you aware. Previously action has been taken fairly promptly to address any trip or slip hazards, but we respect with the festive break, this may not be possible on this occasion.”*
- 1.3 The response advised that they made a site visit on receiving the above correspondence and they noted that the access point south of the wooden footbridge where it joined Hempstead Meadows Local Nature Reserve was presently in a poor condition and very slippery. They asked if the Town Council were intending to repair their part of the path and if so, that work could be carried out at the same time.
- 1.4 They also advised that this parcel of land was left over from the original Olives Meadow estate built in the 1960s/1970s by Clarence Preston. They advised that they would be happy to transfer the land to Uckfield Town Council at no cost, and that the Town Council may find it convenient to have control over the access point into the nature reserve.

##### **2.0 Considerations**

- 2.1 Before members take any decision on the above, they are asked to consider the current condition of the parcel of land and longer term works that could be required if the Town Council were to take on ownership of the land.
- 2.2 The Ranger for Hempstead Meadows Local Nature Reserve advised (*and without prejudice*) that the bridge remained quite sound and this area did not appear to be too impacted by floodwater during the winter months. The trees would be managed alongside the management of other Town Council land. It was suggested that the most costly element of managing the land would be the access points and footways.
- 2.3 Members will be aware that the current Right of Way through the nature reserve which is managed by the East Sussex Rights of Way team has required substantial repairs over the past few years as a result of the floodwater and is starting to show impact from this winter already. Although materials such as wood etc can be used to create more natural looking boardwalks, both this material and typical footpath surface materials are now proving to be quite expensive and require ongoing maintenance. A number of people walk through to the reserve daily, and could in the future require further access points to be created from the reserve into Waitrose car park. This would therefore have to be taken into account when considering this offer.



### **3.0 Recommendations**

3.1 Members are asked to note the report and advise the Clerk of their initial thoughts.

**Appendices:** Appendix A: Land Registry Title Plan

**Contact Officers:** Holly Goring



**SWINDELLS**  
CHARTERED ACCOUNTANTS

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PG/CLA002/F

Ms H Goring  
Uckfield Town Council  
Council Offices  
Civic Centre  
Uckfield  
East Sussex  
TN22 1AE

**09 JAN 2023**

6 January 2023

Dear Holly

**Land at Olives Meadow, Uckfield**

Thank you for your letter of 22 December addressed to me and my fellow trustee David Marshall.

We have made a site visit to look at the condition of the access from Olives Meadow through to the Hempstead Meadows LNR (which we believe is owned by the UTC). As you know this area does suffer from wear from public use and every so often we arrange for repair works to be carried out on the stretch of the path that we own as trustees.

While we can arrange for repair to be done, and we plan to do so, we note that the accessway south of the wooden footbridge where it joins the UTC land (and into the UTC land) is presently in poor condition and very slippery. Is it planned for the UTC part of the path to be repaired, since it might be a good idea to have the work done at the same time? We feel that if we just repair "our bit" it would encourage walkers to enter the very muddy UTC area.

For your assistance I enclose a copy of our land registry title plan showing the extent of our ownership.

I shall be grateful if you will note that this small parcel of land that we own is a left-over part of the original Olives Meadow estate built in the 1960/70s by Clarence Preston, and it serves no use to us. We would be happy to transfer it to UTC at no cost, and the UTC may find it convenient to have control over the access way to the LNR.

I look forward to hearing from you.

Best wishes

Yours sincerely

A handwritten signature in black ink, appearing to read 'P. Gale'.

Peter Gale  
Senior Partner  
For and on behalf of Swindells

Direct Line      01825 745925  
Mobile            07795 607733  
Email:            [peterg@swindellsaccounting.co.uk](mailto:peterg@swindellsaccounting.co.uk)

Trustee of the Clarence Preston Will Trust

AN REFERENCE

TQ 4721

SECTION H

Scale  
1/1250 Enlarged from 1/2500

COUNTY EAST SUSSEX

DISTRICT WEALDEN

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