



# CAVERSHAM THAMESIDE AND MAPLEDURHAM

ST PETER | ST MARGARET | ST JOHN

## Churchyard Policy

### 1 Introduction

- 1.1 Our churchyards are an important and valued part of our church life and the heritage of our community. They remain open to the public at all times, and continue to be used and valued by a large number of people. It is our desire to work with the Diocese of Oxford, the families of those interred in our churchyards and the local community to ensure they remain a resource for future generations.
- 1.2 This policy defines the right to burial within, and the management of, the churchyards in the parish.
- 1.3 The parish of Caversham Thameside and Mapledurham contains three churchyards: St Peter Caversham (St Peter's), St John Caversham (St John's) and St Margaret Mapledurham (St Margaret's). The Parochial Church Council (PCC) has responsibility for the management of the churchyards.
  - 1.3.1 St Peter's is closed for burials and no remains (including of ashes) can normally be interred.
  - 1.3.2 St John's allows the interment of cremated remains only.
  - 1.3.3 St Margaret's is open for all interments.
- 1.4 The churchyards are consecrated ground, and as such are governed by rules defined by the Diocese of Oxford contained within the Diocesan Regulations for Memorials or Ledgers (the regulations)<sup>1</sup>. These regulations will be followed in this parish at all times, only allowing for local decisions, custom and practice where these regulations permit.

### 2 Right to burial

- 2.1 In a consecrated churchyard, provided there is space available and the churchyard has not been closed for burials by Order in Council, the following people have a right to be buried in the churchyard of the parish church:
  - 2.1.1 every parishioner
  - 2.1.2 any person dying in the parish, wherever that person resides.

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<sup>1</sup> See <http://www.oxford.anglican.org/wp-content/uploads/2013/02/Churchyard-Regulations-Updated-2009.pdf>

- 2.1.3 any person whose name is on the electoral roll of the parish at the time of their death
- 2.2 No other person can be buried in the churchyard without the consent of the incumbent. If the incumbent declines to allow the burial of a person who has no right of burial as defined above, the incumbent's decision shall be final.
- 2.3 There is no right of burial in any particular part of a churchyard. The selection of a grave space is for the incumbent.
- 2.4 As our parish has three parish churches, anyone fulfilling one or more of the criteria in paragraph 2.1 has the right to have their body buried in the churchyard of St Margaret's, or their cremated remains interred in the churchyards of St John's or St Margaret's.
- 2.5 Interment in St Peter's is only permitted after the granting of a faculty by the Diocesan Chancellor (the Chancellor) and with the permission of Reading Borough Council, who maintain the churchyard. It is the policy of the PCC not to support such applications.

### **3 Reservation of a grave space**

- 3.1 It is not possible to purchase a grave, only to reserve a grave space for a time limited period, usually of 25 years, which may be extended by the Chancellor up to a maximum of 100 years (some graves previously were reserved for a period longer than this).
- 3.2 The parish policy is not to allow the reserving of a grave space for burial or for interment of ashes in areas for cremated remains at either St Margaret's or St John's.
- 3.3 The following exceptions to this rule apply:
  - 3.3.1 Where a grave space has been designated by the PCC as a burial plot for multiple burials, i.e. a double or triple grave or a family vault.
  - 3.3.2 If a faculty has been granted by the Chancellor reserving a grave space in the churchyard.
- 3.4 The incumbent cannot grant or assure anyone of a right of burial in a particular place in the churchyard or area for cremated remains. It is possible to reserve a grave space, in exceptional circumstances, for a parishioner or non-parishioner by the granting of faculty by the Chancellor.
- 3.5 Such granting of faculty removes the right of the incumbent to position a burial in that place. Faculties are only granted however, after assurances are given of available space and evidence of support of the incumbent and the PCC that an exception to the stated policy exists. A completed form, with such evidence of support, a clearly marked plan - showing the position

of the proposed reserved space - and the appropriate fee once received by the Registry are forwarded to the Chancellor for approval and his decision in the matter shall be final.

#### **4 Areas for cremated remains**

- 4.1 Cremated remains may be buried in either an existing grave, or in the specific area set aside for the burial of cremated remains in St Margaret's or St John's churchyards.
- 4.2 Burial of ashes in an existing grave will be permitted on a case by case basis, depending on the room in the grave and the connection between the deceased and the person(s) already buried in the grave.
- 4.3 Cremated remains should either be reverently poured into a specially prepared hole in the ground between 18 and 24 inches deep, strewn onto bare earth (and the ashes then covered with earth), or buried in a wooden casket. The scattering of cremated remains onto the surface of the earth is not permitted.
- 4.4 The parish do not allow any marking of a plot where cremated remains have been buried other than, at St Margaret's, with a ledger stone that is in accord with the diocesan guidelines.
- 4.5 If cremated remains are interred in an existing grave a separate memorial or ledger stone is not permitted, though an inscription may be added to an existing memorial or ledger stone after due authorisation providing the memorial or ledger stone has room for an extra inscription.
- 4.6 St Margaret's and St John's churches require an agreement to be signed before remains can be interred in their churchyards. This agreement specifies the additional local requirements for that churchyard, which stand in addition to any requirements mentioned in this policy. A copy of these agreements can be found in Appendices A & B.

#### **5 Ownership of the churchyard**

- 5.1 The ownership of the churchyard is vested in the incumbent for the use of the parishioners (where there is a vacancy in the incumbency, the ownership is vested in the Diocesan Bishop).
- 5.2 The exercise of the right of burial, interment of cremated remains, the reservation of a grave space by faculty, or the erection of a memorial do not confer any rights of ownership upon the relatives of the deceased person or upon any other persons in respect of the churchyard itself.

#### **6 Ownership of memorial and ledger stones**

- 6.1 The owner of a churchyard memorial or ledger stone is defined as the person who erected the monument in question and after his/her death the

heir or heirs at law of the person or persons in whose memory it was erected.

- 6.2 Therefore, the primary responsibility for upkeep falls on the owners of the stone who are the heirs of the person or persons commemorated. However, when the heirs cannot be traced, because the maintenance of the churchyard in a safe state is prima facie the responsibility of the PCC, it must bear the responsibility for any dangerous memorial or ledger stones within the churchyard. The PCC must take appropriate steps to deal with any dangerous situations, and such action will be limited by the funds at its disposal.

## **7 Erection of memorial and ledger stones**

- 7.1 The introduction of a memorial or ledger stone, or any other object, into a churchyard requires the permission of the Chancellor, and must conform to the regulations. In practice the Chancellor has delegated limited authority to the incumbent for the introduction, or alteration, of a memorial or ledger stone in a churchyard that conform to the regulations.
- 7.2 No permission may be given for the erection of a memorial or ledger until 6 months has elapsed from the date of burial or interment. This is because of the problem of settlement of the excavated ground.
- 7.3 Permission to introduce a memorial or ledger stone must always be obtained from the incumbent and PCC before any such matters can proceed. The applicant will be required to sign a memorial or ledger agreement and to pay a maintenance fee to the PCC upon application. Where the proposed stone falls outside the scope of the incumbent's delegated authority, a faculty is required.
- 7.4 The PCC will normally only accept the installation of a memorial or ledger stone, that conforms to the regulations, by a recognised Funeral Director.

## **8 Churchyard management**

- 8.1 Our churchyards are large and complex to maintain. We aim to strike a balance between ensuring the churchyards are well kept and looked after, whilst having consideration to the provision of areas for wildlife to flourish in suitable areas within the churchyards.
- 8.2 St Peter's, as a closed churchyard, is maintained by Reading Borough Council. They have full responsibility for all aspects for its management and maintenance, including cutting the grass, maintaining footpaths, gravestones and the repair of any damage.
- 8.3 The PCC will devise and maintain a management plan for St Margaret's and St John's churchyards.

- 8.3.1 The plan will include an up to date geographical survey, indicating all distinguishing features, and places where human remains are buried or interred.
- 8.3.2 The plan for St Margaret's will also provide a plan, as accurate as possible, of the graves, including the names of those buried. This plan will be used to allocate new burial and interment of ashes places.
- 8.3.3 The plan will explain how memorial and ledger stones, furniture located in the churchyard, and trees and other natural elements of the churchyard are managed.

## **9 Churchyard maintenance**

- 9.1 The maintenance of St John's and St Margaret's churchyards, including the mowing of grass and control of pests and vermin, is controlled by the PCC.
- 9.2 Maintenance of trees and shrubs in these churchyards is the responsibility of the PCC, and they will ensure all trees within the churchyard are safe and steps taken to remedy unsafe or dangerous trees within the churchyard.
- 9.3 No tree or shrub may be planted in the churchyard without the explicit written permission of the incumbent and PCC and the archdeacon's authorisation.
- 9.4 The regulations state that:
  - 9.4.1 No individual garden may be erected, or tree or shrub planted on, or adjacent to, a grave.
  - 9.4.2 Only cut flowers or wreaths may be left at the graveside. These must be removed when withered or decaying. No plastic or artificial flowers are permitted save in relation to:
    - 9.4.2.1 Remembrance Day wreaths or poppies, or Christmas wreaths; these must be removed after a period of one month.
    - 9.4.2.2 Silk flowers, appropriate to the season; these must be removed when they become faded or bedraggled.
  - 9.4.3 Toys or other similar ornaments may be left at the graveside for a period of twelve months after the burial or interment. They must then be removed by the family or by the incumbent after sensitive consultation with the family, where it is possible to trace them.
  - 9.4.4 Any objects left at the grave but not authorised by Faculty or the regulations must be removed and returned to the relatives as soon as possible, where it is possible to trace them.
- 9.5 The parish will level a new grave after a period of two years, or after the installation of a memorial stone, whichever is the earlier.

## 10 Other churchyard issues

10.1 Confetti: The throwing of confetti is permitted in all three churchyards, however the PCC would kindly request that confetti be thrown away from the church building, and especially the porches, and preferably be made of bio-degradable or natural products.

Approved 17 September 2014

Reviewed	22 May 2019
Next review date	2024

## **The Parish Church of St Margaret, Mapledurham**

### **An agreement between the Parochial Church Council of Caversham Thameside and Mapledurham and the next of kin of persons whose remains are to be placed in the churchyard of St Margaret, Mapledurham.**

Qualification: to be interred in the churchyard a person must have been a resident of the parish of Caversham Thameside and Mapledurham, have been on the electoral roll of the parish, have died in the parish, or have the discretionary permission of the incumbent to be buried there.

Other terms and conditions:

1. The PCC and local congregation will be responsible for the churchyard upkeep.
2. Ashes will be interred within a plot designated for the interment of ashes, or within an existing full coffin grave.
3. The site of any new plot may be marked by a ledger stone conforming to the Diocese of Oxford Diocesan Regulations for Memorials or Ledgers (the regulations)<sup>1</sup>. The memorial or ledger stone for an existing grave can be updated according to the same regulations on the interment of ashes into the grave.
4. Ashes will be deposited at a depth of approximately 45 cm (18"). Ashes can be interred in a casket, or strewn upon bare earth. It is not permitted to scatter ashes onto the surface of the churchyard.
5. Flowers or floral tributes will be permitted within the Churchyard according to the Diocesan Regulations. Anything not conforming to these regulations will be removed.
6. A fee will be chargeable for an interment. The fee will cover the statutory fees chargeable for an interment, and a fee to the Church towards the upkeep of the churchyard.
7. The PCC will ensure that any additional donations from families in memory of their loved ones are used for the ongoing maintenance of the churchyard.
8. Any person, acting for a deceased family member or friend must pay this fee in full. They must also agree to and sign this contract between themselves and a person acting on behalf of the PCC.

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<sup>1</sup> See <http://www.oxford.anglican.org/wp-content/uploads/2013/02/Churchyard-Regulations-Updated-2009.pdf>

I confirm that I have read and accept the terms and conditions of this agreement and that I will observe them in full. I agree to pay the sum of £..... for the interment of the late

..... (name in full)

Cheques should be made payable to 'CTM Parochial Fees Account'

I appreciate and accept that the PCC will hold me personally responsible should any of the above conditions be breached.

Witness my hand ..... (signature)

Name in full .....

of .....

.....

Date .....

Signed and witnessed in the presence of .....

..... (signature and status)

Name in full .....

(A member of the clergy or a churchwarden of St Margaret's Mapledurham, acting on behalf of the PCC)

Date .....



## Appendix B

### **The Parish Church of St John the Baptist, Caversham**

#### **An agreement between the Parochial Church Council of Caversham Thameside and Mapledurham and the next of kin of persons whose cremated remains are to be placed in the Garden of Remembrance at St John the Baptist Church, Gosbrook Road.**

Qualification: to be interred in the Garden of Remembrance a person must have been a resident of the parish of Caversham Thameside and Mapledurham, have been on the Electoral Roll of the parish, have died in the parish, or have the discretionary permission of the incumbent to be buried there.

Other terms and conditions:

1. Ashes will be interred within the confines of the Garden of Remembrance (as determined by the PCC) at St John's Church. The site of a particular plot will not be marked in any way.
2. No memorial or ledger stones or plaques will be permitted either in the vicinity of the Garden of Remembrance or elsewhere in the Churchyard.
3. Ashes will be deposited into the Garden of Remembrance at a depth of approximately 45 cm (18"). No casks will be used.
4. No flowers or floral tributes will be permitted within the Churchyard. Any such arrangement will be removed.
5. The names of those interred in the Garden of Remembrance will be inscribed into a Book of Remembrance. The Book will remain in Church and will be available to view after services or by prior arrangement with the clergy or churchwardens.
6. The PCC will be pleased to receive donations from families in memory of their loved ones. Such monies would be used either to put flowers in Church, or to supply plants to maintain the Garden of Remembrance.
7. The flowers in the Garden of Remembrance will be regularly tended by the PCC, who will be responsible for its upkeep.
8. The upkeep of the Garden and the Book of Remembrance will be the sole responsibility of the PCC.
9. A fee will be chargeable for an interment. The fee will cover the statutory fees chargeable for an interment, an inscription in the Book of Remembrance and a fee to the Church towards the upkeep of the Garden of Remembrance.
10. Any person, acting for a deceased family member or friend must pay this fee in full. They must also agree to and sign this contract between themselves and a person acting on behalf of the PCC.

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I confirm that I have read and accept the terms and conditions of this agreement and that I will observe them in full. I agree to pay the sum of £..... for the interment of the ashes of the late

..... (name in full)

Cheques should be made payable to 'CTM Parochial Fees Account'

I appreciate and accept that the PCC will hold me personally responsible should any of the above conditions be breached.

Witness my hand ..... (signature)

Name in full .....

of .....

.....

Date .....

Signed and witnessed in the presence of .....

..... (signature and status)

Name in full .....

(A member of the clergy or a churchwarden of St John the Baptist Church Caversham, acting on behalf of the PCC)

Date .....