

Hendon Cemetery & Crematorium

Rules & Regulations

2017

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Hendon Cemetery & Crematorium

1. Opening Hours

1.1. The Cemetery grounds are open to the public at the following times:

08:30 and 17:30 hours from March to April.

08:30am and 19:00 hours from May to September.

08:30 and 16:30 hours from October to February.

In case of emergency the Council reserve the right to vary these hours without notice.

In the event of planned works requiring variation of opening hours, the Council will give a minimum of one weeks' notice by placing signs at the entrance of the Cemetery.

1.2. The Cemetery Office is open to the public at the following times:

Monday to Friday: From 9.00 to 17.00 hours

Saturday from 09:00 to 14:00 hours

1.3. With the exception of Christmas Day and Boxing Day funerals can be arranged for Bank Holidays.

2. General Rules

To ensure a safe cemetery and that dignity and decency is maintained we would request that the following rules are observed for the quiet enjoyment of all visitors.

2.1. We welcome children on site but for their own safety will require that children under 12 years of age must be accompanied by a responsible adult and would respectfully recommend that they do not "play" amongst the headstones.

2.2. We welcome dogs at the Cemetery, to ensure the tranquillity of the site the dog must be kept on a lead. It is the responsibility of the person in control of the dog to ensure any mess is removed from site. No dog, other than assistance dogs are permitted in the chapels (unless by prior arrangement).

2.3. Commercial Vehicles are required to sign in and out at the Cemetery Office.

2.4. All vehicles must observe road signs and speed limits. The Cemetery speed limit is 5 MPH

- 2.5. No one is permitted in the Cemetery outside of opening hours unless they are there with the express permission of the Cemetery Management.
- 2.6. Smoking is strictly prohibited within the Cemetery buildings.
- 2.7. The Council do not accept responsibility for any articles, property or flowers left in the Cemetery or Crematorium grounds and buildings.
- 2.8. Contractors are not permitted in the Cemetery to carry out gardening work on graves or any other area unless contracted to do so by the cemetery.
- 2.9. Soliciting orders for work in connection with graves, grounds maintenance or memorials within the Cemetery and Crematorium is strictly prohibited.
- 2.10. Cemetery & Crematorium Staff are not permitted to undertake private work of any kind in connection with the Cemetery either in his/her own time or during the Council's time.
- 2.11. The taking of commercial photographs and filming is not permitted in the cemetery or crematorium, except with the prior approval and permission of the Council, in writing and subject to the receipt of the appropriate fee.
- 2.12. The Manager shall have power to eject from the Cemetery grounds and chapels any intoxicated or disorderly person or any person in breach of any of the rules and regulations appertaining to the site and such persons shall not return without prior written permission from the Manager.
- 2.13. Everyone who visits the Cemetery shall comply with the Rules and Regulations.

Note

Article 18 of the Local Authorities Cemeteries Order, 1977, which applies to the Hendon Cemetery, provides that:

No person shall:

- Wilfully create any disturbance in the Cemetery
- Commit any nuisance in the Cemetery
- Wilfully interfere with any burial taking place in a Cemetery
- Wilfully interfere with any grave or vault, any tombstone or other memorial or any flowers or plants or any such matter
- Play any game or sport in a Cemetery.

3. Fees & Charges

Fees and charges are made for the provision of a number of services within the Cemetery & Crematorium. Fees and charges are set and agreed by the Council, in the spirit of openness full list of fees and charges are available for inspection in the Cemetery Office. Key fees and charges are published on the Council's website.

- 3.1 All fees and charges must be paid prior to any interment, cremation, service or any works for the placing or erection of any Memorial or other service being carried out. This requirement does not apply to account holders.
- 3.2 A resident of the London Borough of Barnet is entitled to claim the resident's rate for a Right of Burial at the rate published within the current fees and charges. Only those whose 'sole or main address' is within the London Borough of Barnet and name appears on the Council tax demand/electoral role shall qualify.
- 3.3 A recently deceased resident of the London Borough of Barnet is entitled to receive the resident's rate upon qualification of regulation 3.2 above and evidence of residency must be provided demonstrating that the deceased was a resident of the London Borough of Barnet for a period of at least two years continuously in the last five years.

Cemetery

Grave Ownership

4 Purchase of Exclusive Rights of Burial (Purchase of a Private Grave)

The purchase of a grave, correctly known as “exclusive right of burial” may be bought subject to the following rules and regulations. Such rights shall be limited to a period not exceeding that agreed and stated within the grant of burial, and from the date it is granted and shall not exist beyond 100 years at the latest.

To assist this process, staff will be available to help with grave selection during officer hours. An appointment would be recommended.

- 4.1 The selection of a Grave Space is in every case subject to the approval of the Cemetery Manager. Only ‘A’ class graves including Mausoleums are available for selection.
- 4.2 The selection of a B class grave relate to selecting/approving of a specific grave **AREA** and not selecting an individual plot, although where possible the individual wishes of the family will be considered. Where a selection of a grave is not requested by the purchaser, the manager will select a grave space according to the best planning and laying out of the cemetery.
- 4.3 Grave spaces set out to meet the needs for Muslim burial shall be prepared in strict cemetery order and plan and is at all times at the discretion of the Cemetery Manager. Sections set-a-side for Muslim burial are B Class and so selection of the grave is in accordance with 4.2 above
- 4.4 A private grave may be pre-purchased on payment of all related fees and charges for the exclusive right of burial. Burial space at Hendon cemetery is a finite resource and scarce. To recognise this, pre-purchase graves attract an additional premium payment to secure the right of burial.
- 4.5 Interment/grave digging fees are in addition to Right of Burial fees and are payable when the grave is opened for burial.
- 4.6 All applicants/owners for an exclusive right of burial must provide their full name and address in the form of at least two official documents, a full driving licence with photo card, utility bill (electricity/gas), credit card bill, income tax or bank statements would be acceptable proof of address.
- 4.7 Where an application for a residents rate is submitted the current/most recent Council tax demand/statement or an official printed statement from the electoral role must be provided as one of the documents. Any person who makes a false statement in connection with this paragraph will be in

breach of these rules and regulations and liable to the penalties set out in section 13 below.

4.8 Ownership of exclusive right of burial shall be recorded in the full name of each owner. Initials, nicknames or abbreviated names will not be permitted to record ownership and it is the responsibility of each owner to provide such detail on the appropriate form at the time of purchase or transfer of right of burial.

4.9 All fees and charges relating to an exclusive right of burial shall be paid in all cases at the non-resident rate (*plus any applicable premium/other payments*) unless evidence for a qualifying residency rate is provided prior to purchase. If required evidence cannot be provided at the time of purchase, a written application and documented evidence of residency must be received at the cemetery office within 3 calendar months of purchase. After such time no further claim for the resident's rate will be accepted.

4.10 The exclusive right of burial will not be sold to a Funeral Director or firm of Funeral Directors or a partner in such a firm, or any other business or enterprise unless satisfactory evidence is submitted to the Manager, that the grave is required for use by the applicant as a private individual and not for the purpose of business.

4.11 The exclusive right of burial will not be sold to or held by more than 4 owners. This is due to complications of administration and registration of the right of burial and 'transfer of ownership'. Each owner will be entitled to be buried in to the grave without further permissions, subject to grave capacity/depth but in every other case, all owners must provide written permission to allow access to the grave including the opening of the grave or erecting and/or any other work to a memorial.

5 Residency Criteria

5.1 To qualify for resident's fees, the applicant or deceased must meet one of the following criteria;

- Currently live in the Borough (evidence of residency is required).
- Be a former resident of the Borough, but have either moved in with a family care giver or into residential care, irrespective of where they are located and but for the need of care would have remained a Borough resident (evidence of co-residency with a family care giver will be required).
- Must have lived in the Borough for a minimum of 20 years and moved away for whatever reason within the last 5 years (evidence will be required).

- Means a person whose only or main residence for a period of at least two years continuously in the last five years was within The London Borough of Barnet.

6 Transfer of ownership of Exclusive Rights of Burial (Private Grave)

5.1 Transfer of a Private Grave right of burial will follow appropriate due legal process; Intestacy Rules such as probate, letter of administration, assignment, or assent and statutory declaration whichever is appropriate in the circumstance.

5.2 A transfer of right of burial shall not be permitted within the first 24 months of first registration unless the owner died.

5.3 There is a fee for transferring the ownership of Private Graves, that fee must be paid before the transfer can take place.

5.4 If a request to transfer the ownership of a Private Grave is received within two years of first registration and the original owner is still alive, if that transfer is from a Resident of Barnet to a Non-Resident the difference between the Resident and Non-Resident ownership fee must be paid in addition to the transfer fee (current fees apply).

6 Burials (Internments)

All burials must comply with the law for safety and decency to be maintained.

All burials shall be completed accordance with the requirements of section 25 of the Burial Act 1857 and the local Authorities Cemeteries Order 1977 and nothing in these regulations shall contravene or take precedence of those statutes.

It is a legal requirement that cemetery manager must be informed in writing prior to the funeral if the person to be interred died of a notifiable disease as defined by the public Health (Infectious Diseases) Act 1988 and the Public Health (Control of Diseases) Act 1988.

6.1 The body of a person who died of a notifiable disease shall not be allowed in a cemetery Chapel or other Cemetery building without written consent of the Cemetery manager. To support the bereavement process, the next-of-kin may if they so wish attend a chapel service immediately after the burial or at later convenient time without further charge.

6.2 Notice of interment must be submitted to the Manager at the Cemetery Office before 12 o'clock by no later than the day prior to the proposed interment. In exceptional circumstances we will try to accommodate shorter notice periods if possible.

- 6.3 The funeral director/responsible person shall collect the interment authorisation from the Cemetery Office and give it to the Grave Digger at the Graveside.
- 6.4 Interments take place between the hours of 9.00am and 5.00pm Monday to Friday and 09.00am and 4.00pm Saturday, Sunday and Public Bank Holidays. No interments may take place on Christmas Day, Boxing Day and New Year's Day. During the months of September to April the last time of interment is 3.00pm daily. This is due to the low daylight levels which are likely to constitute a safety hazard for staff and mourners etc during the burial service or when backfilling the grave after the service.
- 6.5 Burial times must be agreed and booked with the Cemetery Office. If the use of a cemetery chapel is required, this is provided free of charge for the first 30 minutes if booked in advance of the funeral.
- 6.6 A charge shall apply for an extended chapel service at the current rate contained in the schedule of fees and charges and must be agreed with the office and is in every instance subject to chapel availability on the day of the burial service.
- 6.7 In the event of a funeral being delayed through no fault of the Council, the cemetery manager reserves the right to re-arrange or shorten a funeral ceremony to enable other funerals arranged for the same day to proceed according to schedule, every effort will be made to ensure the funeral can go ahead unimpeded. Late or overrunning funerals may be charged for extra time in chapel and is at the discretion of the manager.
- 6.8 It is the absolute duty of the Funeral Director or Person Organising a funeral to ensure the relevant paperwork is in order. The Cemetery Manager shall refuse any application for interment if any of the required documentation is missing, incorrect or incomplete. The Funeral Director or Person Organising the funeral will be held liable for any costs incurred by Hendon Cemetery & Crematorium from deficiencies with paperwork.
- 6.9 No more than one body is permitted in any one coffin, except in the case of a mother dying in childbirth and her child, or when twins or multiple births die during birth. A fee shall not be payable in the case of the child when the body of such child is interred with that of its mother in one coffin.
- 6.10 Coffins may be opened for viewing during the funeral service in the chapel only at the discretion of the cemetery manager.
- 6.11 All persons arranging funerals are required to comply at all times with the instructions of the cemetery manager or persons appointed to discharge those duties and to notify the cemetery office if a funeral is likely to be

attended by an unusually large number of mourners or where special arrangements or facilities are required.

7 Graves

To ensure safety, all graves will be prepared, excavated and back-filled by Cemetery staff or their agents and under the supervision of the Cemetery Manager.

- 7.1 All new graves, whether intended for an immediate interment or pre-purchased for future use will be required to have a timber frame marking the dimensions of the grave and provide protection against possible damage to any memorial/ornament/tribute so placed, as a result of grounds maintenance operations, and this will be provided by the Council. The cost of the timber frame will constitute part of the grave purchase fee and is guaranteed for 1 year from the date of purchase.
- 7.2 No purchased grave will be made deeper than 9 feet; if in any case it is deemed impracticable owing to drainage or any other cause to excavate to a depth of 9 feet the Council reserve the right to specify the maximum depth in such case.
- 7.3 Two interments will be allowed in purchased graves 7 feet deep, three in graves 8 feet deep, and four in graves 9 feet deep.
- 7.4 Class A Graves are 7'6"x3'6"
- 7.5 Class B Graves are 6'6"x2'6"
- 7.6 No grave shall be excavated and prepared for a burial or exhumation without the express/written authority of the applicable registered grave owner(s), next-of-kin, environmental health officer of the local authority, cemetery manager and all other required authorities and licenses issued by a Government Secretary of State.
- 7.7 Subject to notice of interment being duly given, and in compliance with the other requirements of these Rules and Regulations, no authority is required for the burial of the registered owner of a grave, but an appointed person/relative or representative of the deceased must sign an indemnity in an approved form.
- 7.8 A body shall not be buried in a grave so that any part of the body or coffin containing the body shall be at a depth of less than three feet below the level of the surface of the adjoining ground. Where upon the grave is prepared but a shallow depth burial is identified or would otherwise exist, the grave will be capped in line with the ICCM's shallow depths policy (available for inspection in the Cemetery Office).
- 7.9 A body shall not be buried in a grave in which an interment has already taken place unless the coffin containing the body is effectually separated from any

other coffin already placed and remaining in the same grave by means of an undisturbed layer of earth not less than six inches in thickness and provided always that any human remains already interred in the grave shall not be disturbed.

7.10 In order to prevent any error in the identification of graves required to be re-opened, the registered owner or his/her representative shall, if so required by the Manager, attend at the Cemetery and locate the grave in the presence of the Manager. The Council does not accept any liability whatsoever for the incorrect opening of a grave identified by the owner.

7.11 The Council may arrange for the removal and replacement of a monument or head stone erected on a grave on the re-opening of a vault and private grave, but the Council will not be responsible in the event of a monument or stone becoming broken, damaged or unstable during the work through any cause other than the negligence of its servants.

7.12 The Cemetery Management has the right of passage over all graves. This to enable maintenance of Cemetery. They also have the right to remove any memorials, if necessary, for an interment in an adjoining grave or to provide safe access for cemetery vehicles and equipment.

8 Burial Services/ Funerals

8.1 Funeral Directors must provide the required number of bearers for carrying the coffin in a dignified and safe manner.

8.2 Whilst the funeral cortege is in the Cemetery grounds it shall proceed as directed by the Manager.

8.3 It is the responsibility of the person in charge of the funeral and planning of the funeral service (funeral director and/or next-of-kin) to make all arrangements in advance with clergy, ministers, or other officiate, organist, choir, band or other music accompaniment etc. and communicate facts and service details with the cemetery office with sufficient notice.

9 Coffins for Internment

9.1 Hendon Cemetery will accept a wide variety of coffin shapes and materials; this could include caskets, coffins or shrouds. Coffins/Caskets maybe of a closed cardboard, chipboard, banana leaf, wicker, bamboo, wood or in the case of a mausoleum of metallic construction. In the interest of good environmental practice should not contain formaldehyde. Linings of such coffins should be of natural materials such as cotton, linen and wool. It is also recommend that wood be used for handles and ornamentation instead of plastics or metals.

9.2 Owing to their size, caskets can only be accommodated in Class A graves.

9.3 For burial in Mausoleums the coffin must either be;

a. A sealed metallic coffin.

Or

b. A sealed wooden coffin and separately entombed in an air tight manner, that is, by properly cemented stone or brickwork which shall never be disturbed.

10 Burial Floral and Other Tributes

- 10.1 Floral tributes (*real or artificial*) and/or other ornamentation may be placed on a grave on the day of the burial and remain for one calendar month after interment, after which and unless a written request to leave tributes is received by the cemetery office from the grave owner with a minimum 5 days' notice, will be removed by cemetery staff.
- 10.2 Non-floral tributes will be removed without notice once they become damaged or unsightly. Removal is entirely at the discretion of the Manager.
- 10.3 Flowers and/or ornamentation placed on grave at any other time must be kept within the dimensions/boundary of the grave and are left at the owners risk and remain the responsibility of the grave owner at all times. Any tributes placed outside the boundary of the grave will be removed without notice.
- 10.4 Flowers, Wreaths and other ornamentation placed in public areas during the Christmas period, including the area known as the 'Cloister' at the South Chapel and 'Room of Remembrance' by the North Chapel will be removed during the month of February.
- 10.5 The owner of a grave may place a small shrub, plant or flower on their grave space and shall keep the same in good and proper order. The Council reserves the right to cut back or remove any tree or shrub, plant or flower which is considered in their absolute discretion to be unsightly, overgrown, or considered to be a nuisance from an operational maintenance perspective or as a result of a complaint is received from another.

Grave Memorials

11 Memorials

Grave memorials remain the ownership of the grave owner for the duration of the ownership of the grave. The maintenance, repair and safety of the memorial remain the responsibility of the grave owner. It is recognised the many memorials require a considerable financial investment. *It is strongly recommended that all memorials are insured against accidental damage or vandalism.* Memorial insurance is available from the Cemetery Office, but other providers can be sourced independently.

11.1 No Memorial may be erected less than twelve months after the date of interment, except for the burial of cremated remains, unless the owner agrees in writing that no liability whatsoever shall be placed on the cemetery for cost of repairs or remedial actions relating to grave subsidence or subsidence of the memorial etc. and that this in any case shall be subject to final authorisation of the manager.

11.2 Temporary Memorials in the form of a cross or tablet may be erected, but should not exceed 3' in height, 2' in width and 3" in thickness may be placed on a grave, subject to Council authorisation and must be placed at the head end of the grave and will be allowed to remain for a period not exceeding eighteen months after the interment date. Such temporary memorials must be removed at expiration, or replaced subject to further authorisation, failing which it shall be removed by the Council without application to the owner thereof. It is recommended that Temporary Memorials are made of wood.

11.3 Permission to maintain a memorial above a grave shall be for a period not exceeding 30 years from the date of burial, after which the owner at the time must apply for an extended period. Failure to obtain permission from the Council could result in the removal of the Memorial subject to Article 10(1), (5) and (7) of the Local Authorities Cemeteries Order 1977 and any cost incurred by the Council shall be met by the grave owner.

12 Memorial Contractors

To ensure continued site safety the following regulations are in place to ensure that Memorials are installed by competent contractors.

- 12.1 The Council require all companies/self-employed agents or individuals applying to undertake memorial mason work to be members of the National Association of Monumental Masons (NAMM) and registered with the British Register of Accredited Memorial Masons (BRAMM) or a similar organisation, the acceptance of which lays solely with the manager and no company, individual or team shall work in Hendon Cemetery unless so qualified/registered or supervised by a licensed fixer.
- 12.2 All applicable work shall be completed in compliance of National Association of Memorial Mason's (NAMM) codes of practice, British Standard BS 8415 and in line with the BRAMM 'blue book' and all applicable work guaranteed and a certificate of compliance provided to the grave owner upon installation of a new memorial or reinstatement of a removed/dismantled one.
- 12.3 The Area and Number of the grave space must be cut clearly in 1 inch (25mm) letters/numbers at the foot of each traditional style memorial erected over the grave or in the case of a headstone on the rear centrally located towards the top of the memorial.
- 12.4 The trade name of the memorial mason may be cut clearly in 1 inch (25mm) letters at the foot of each memorial being installed or on the rear of a headstone only.
- 12.5 No work can be undertaken without the appropriate permit.
- 12.6 Memorials can only be erected where there is an established Grave Owner, and only with that owner's permission.
- 12.7 Memorial work must be undertaken between the hours of 8:30am to 4.00pm Monday to Friday (excluding public/bank holidays) and then only under the direction and authority of the cemetery manager who may, in his absolute discretion either require work to cease or for adjoining areas to be fully protected from the said work.
- 12.8 Memorial Mason's must present the appropriate permit to the cemetery office before commencing any works. It should also be available for inspection whilst works are being undertaken. When works are completed the permit slip is to be returned to the cemetery office without delay.
- 12.9 All works must be completed having total regard for the dignity of mourners or funerals.

12.10 All memorials with a headstone above 500mm to 1,500mm shall be subject to safety inspection and where necessary force testing to 25kg at least every five years, testing periods will be determined by previous test results.

13. Memorial Materials and Maintenance

- 13.1 To encourage greater artistic input and reflect the individuality and spirit of the deceased and/or local community, memorials may be constructed of natural marble, stone or granite or wood, but soft stone will not be authorised. The Council also encourage the use of locally sourced materials to reduce the negative aspect of the carbon footprint related to distance of travel.
- 13.2 All Memorials must be kept in good repair and in a tidy condition by the owner(s). The Council reserve the right, after six months' notice being given to the owner at his last known place of abode, to remove any Memorial which, in the Council's opinion has become unsafe or dilapidated, or is not kept in proper repair. Any costs incurred by the Council for any such activity shall be reclaimed from the owner.
- 13.3 Cleaning and renovation of any memorial shall not be undertaken on site using chemicals other than a mild biodegradable and environmentally friendly detergent. Acids and Alkaline are not permitted to be used at any time. The intended use of any and all chemicals is subject to approval of the manager and must be applied through the memorial permit application process.
- 13.4 If any damage is received to the Council's land or premises or to any other private or public property by the bringing in of any materials, chemical or memorials or from any other cause or activity, the monumental mason authorised to complete such work will be liable to meet the cost of making good the damage and any other expenses incurred.
- 13.5 Any memorial authorised to be installed and remain in Hendon cemetery is left at the sole risk of the owner and the Council accepts no responsibility for any loss, damage or otherwise thereto.
- 13.6 Unless authorised to remain on site by the Council, only Benches, or other seating arrangements supplied by the Council may be placed on a private grave. No benches or seating arrangements may be placed on any land owned by the Council unless provided by and leased from the Council as set out in the current scale of charge. Applications to be lodged at the Cemetery Office and are subject to approval by the Manager.
- 13.7 In regards to Council supplied benches, or those authorised to remain on site by permit, no painting or staining of such a bench is permitted other than by Council officials and that in such circumstances only water-based mediums shall be used.

13.8 It is recognised the many memorials require a considerable financial investment. *It is strongly recommended that all memorials are insured against accidental damage or vandalism.* Memorial insurance is available from the Cemetery Office, but other providers can be sourced independently.

14 Unauthorised Memorials

In order to keep the site safe and picturesque only approved memorials are acceptable.

14.1 The Council reserves the right to remove unauthorised memorials without notice. Unauthorised Memorials are those erected or placed without permission of the Council and include items considered to be a nuisance with the potential to cause harm to operatives, visitors or surrounding property or are otherwise considered by the manager to be unsightly and include:

- Fragile or potentially dangerous items such as ornaments constructed of glass, pottery or porcelain.
- Items with sharp and pointed edges.
- Loose stones and stone chippings used to decorate a grave without a grave surround forming a protective boundary or similarly protected by a raised kerb and landing.
- Any Items left in memorial garden beds other than that supplied by the Council.
- Any items left within the cloister and chapel areas without expressed permission from the manager.

Applications for such items are to be lodged at the Cemetery Office and are subject to approval by the Manager.

14.2 All fabric memorials, such as (but not exclusively) football shirts, flags etc will be treated in the same manner as floral tributes, and will be removed as soon as they become unsightly. The decision to remove rests with the site Manager, who has absolute discretion.

15 Cremation

- 15.1 Applications for cremation can be made to the office any time during normal office hours. Subject to the outcome of consultation an online booking facility is being considered. This will enable out of hours reservation of funeral times.
- 15.2 The completed application for cremation, medical forms, and all required documentation should be delivered to the office by no later than 12 noon the day prior to the intended day of cremation. Where this is a weekend or a bank holiday Monday this must be no later than 12 noon the previous Friday or in the case of public holiday falling on a Friday, Thursday, this requirement is subject to the discretion of the manager.
- 15.3 All fees and charges must be paid before the cremation takes place unless the funeral director holds an account with the Council.
- 15.4 It is the absolute duty of the Funeral Director or Person Organising a funeral to ensure the relevant paperwork is in order. The Cemetery Manager shall refuse any application for cremation if any of the required documentation is missing, incorrect or incomplete. The Funeral Director or Person Organising the funeral will be held liable for any costs incurred by Hendon Cemetery & Crematorium from deficiencies with paperwork.
- 15.5 Upon the completion and submission of the application for cremation, the applicant provides their authorisation to receive information from HCC relating to the memorialisation of the deceased and or collection or storage of the cremated remains/ashes.
- 15.6 All hazardous implants such as pacemakers, radioactive devices or 'Fixion' intramedullary nailing systems are to be removed prior to acceptance of the cremation application. Where upon the submitted application does not confirm this, a written confirmation by the funeral director to the effect is to be supplied before approval by the crematorium medical referee can be provided.
- 15.7 To maximise energy efficiency and reduce the negative impact on the environment the Council reserves the right to carryover the cremation of the deceased to the following day or the next day but will not be more than **72 hours after committal** and in every case will be in line with the Institute of cemetery & crematorium management's (ICCM) guiding principles.

16 Chapel Usage

- 16.1 The funeral director is responsible for providing sufficient staff/coffin bearers to convey the coffin from the hearse/vehicle to the chapel. A bearer service is available upon request and is subject to availability and payment.
- 16.2 The time booked for the cremation is the time that the service is due to commence in chapel and may last up to 45 minutes but no longer. Scheduled service times are every 60 minutes. Service times are published and longer time in chapel is available subject to pre-booking.
- 16.3 Where on the day, the chapel service time is likely to exceed that previously arranged; it shall be at the manager's discretion to either end the service and/or apply an additional charge to cover the extended time in chapel and will be payable by the funeral director.
- 16.4 The cremation fee does not include the provision or supply of an organist to play music during the funeral service; this being subject to a separate and additional charge. An electronic organ and a digital music library is available for use free of charge.
- 16.5 Unless otherwise notified the curtains surrounding the coffin on the catafalque at the crematorium chapel will be closed at the time of committal.
- 16.6 No religious symbol, other than that on permanent display will be displayed within the chapel unless requested by the funeral director, arranger or applicant for cremation.

17 Flowers

17.1 Wreaths and flowers must be placed in the allocated flower bay in the floral tribute area marked by the name plaque bearing the name of the deceased and the plaque must not be moved from its original position.

17.2 Floral tributes will be cleared from the flower bays on a regular basis. Saturday, Sunday and Monday tributes are removed on Thursday. Tuesday tributes will be removed on Friday. Wednesday, Thursday and Friday tributes are removed on Monday.

17.3 Flowers left on top of the coffin after committal and entering the crematory will be retained within the crematorium building and placed to one side. If by the end of the day, they are not collected, will be placed next to the plaque on the flower bay.

18 Coffin Materials for Cremation:

- 18.1 The Secretary of State Process Guidance Note 5/2 (04) for Crematoria does not permit any material to be cremated which may cause undue pollution. In general, all bodies contained within a coffin must only be covered in natural materials.
- 18.2 Coffins or Caskets may be constructed of wood or in the case of a 'green' coffin, of closed cardboard, chipboard, banana leaf, wicker, bamboo or a composite material (*subject to all materials being environmentally suitable for cremation*) and in the interest of good environmental practice, should not contain formaldehyde or chlorinates.
- 18.3 Linings of coffins/caskets should be of natural materials such as cotton, linen and wool. It is also recommended but not prohibited to use wooden handles and ornamentation instead of plastics and metals.
- 18.4 All 'green' coffins should have a flat, solid, fixed base with no snags so as to allow free, unobstructed passage over rollers/ball bearing tables.
- 18.5 In the case of a body in a shroud this must be supported on a stiff baseboard and the shroud must be made of natural fibres such as cotton or linen and all materials provided by the funeral director/arranger
- 18.6 In the event of a non-integral base or base board being fixed to a 'green' coffin or used for a shrouded cremation, it should be attached in a manner that will ensure that it cannot become detached during the process of charging into the cremator.
- 18.7 Both ends of the coffin should be of a robust construction sufficient to withstand the pressure of a mechanical charging machine. The width of the charging plate/head should be greater than the width of the coffin.
- 18.8 The following materials are not permitted in the construction of a coffin/casket:
- Zinc, lead, PVC, melamine, polystyrene, chlorinates, metal (except screws, staples etc) wax, rubber, paint & varnish and pitch. The list is not exhaustive and any queries should be addressed to the office.
- 18.9 Where upon a coffin requires strengthening, wooden strips may only be used and these must be placed lengthways. Each individual body must arrive at the crematorium in a separate coffin. Only one body shall be cremated at a time.
- 18.10 No glass bottles, mobile telephones, alcohol or other flammable liquids or materials are to be placed within the coffin.

19 Cremated Remains

- 19.1 Unless written instruction is received to the contrary, all cremated remains (Ashes) will be reduced to a powdery consistency by cremulation.
- 19.2 All metal residue collected from the cremulation process, not claimed by the applicant for cremation in writing, will be donated for recycling as part of the ICCM's recycling process and any financial income generated as part of the recycling scheme will be donated to a death related Charity at the managers discretion.
- 19.3 Cremated remains/ashes will be stored without charge in a free crematorium supplied container for up to 2 months from date of cremation.
- 19.4 The Cremation Regulations 2008 Part 6.30 – (1) & (2) requires that cremated remains/ashes will only be released to the applicant for cremation unless details of the applicant's representative are provided within the Notice of Cremation.
- 19.5 Where the applicant for cremation is nominated, the name of the representative must be provided in full, and proof of identification provided before release. The manager reserves the right to refuse the release of cremated remains/ashes if doubt of the authenticity of the representative is in his/her mind exists.
- 19.6 Subject to the Cremation Regulations 2008 Part 6.30 – (3) and regulation 10 – 29 above, and unless no instruction has been received from applicant for cremation regarding the cremated remains/ashes collection or disposal, ashes will be decently interred or scattered within the grounds of Hendon cemetery and crematorium but not before 14 days written notice has been provided to the applicant.
- 19.7 No cremated remains/ashes shall be interred or scattered/strewn within the grounds of Hendon Cemetery without the prior knowledge and written authorisation of the manager. Any such unauthorised remains may be removed without notice.
- 19.8 No cremated remains/ashes shall be interred or scattered on to or into a grave space of which no right of burial or in the case of a dedication within the memorial gardens, a lease has been agreed.
- 19.9 No cremated remains/ashes shall be interred or scattered/strewn below ground level in any of the nominated lawn scattering areas.

20 Memorial Gardens

- 20.1 Ad hoc memorials on the scattering lawns are prohibited; this includes the planting of trees, shrubs or other plants. It also includes the creation of small “private” memorials. The scattering lawns are for the use by all, and scattering of ashes does not give any rights over that land what so ever.
- 20.2 All memorials including rose, shrub, tree, bench and columbarium within the memorial gardens are known as dedications and are owned and maintained by the Cemetery and Crematorium and any lease relating to these memorials are for the right to erect a plaque or tablet on or close to that memorial.
- 20.3 Granite niches are sold on lease, it is recognised they require a considerable financial investment. *It is strongly recommended that all memorials are insured against accidental damage or vandalism.* Memorial insurance is available from the Cemetery Office, but other providers can be sourced independently.
- 20.4 Memorials in the gardens are available for a specified period subject to payment of the appropriate fee.
- 20.5 No cremated remains/ashes will scattered/strewn within dedicated bedding within the gardens (rose beds etc.), in order to maximise the health and condition of the living plant therein. All remains/ashes will be strewn within the established grassed scattering areas only.
- 20.6 Any plaque arranged through HCC remains in the ownership and is the sole responsibility of the Lease holder and that in the event of loss or damage to the plaque through theft, criminal damage or misadventure etc., HCC will not be held responsible and any replacement, including meeting the cost of replacement shall be the responsibility of the lease holder.
- 20.7 No other memorials (*cut flowers, plants, ornamentation etc.*) other than the agreed plaque supplied by HCC may be left within the gardens, garden beds or general area without prior approval of HCC and that where approval is provided for a special occasion, this will only exist for a limited period of time (*nominally 14 days from requested date*) and that HCC are at liberty to remove any and all items thereafter and without further notice. The memorial gardens are inspected once a week for non-authorized items.
- 20.8 A second plaque may be added to an existing dedication to become a double dedication etc. and will expire on the same date of the original (first) dedication. Upon renewal both plaques will be charged at the multiple/double dedication rate applicable at the time of renewal.

- 20.9 Where a dedication is to be replaced such as a rose bush or a tree, Hendon cemetery & crematorium will make reasonable attempts (*reasonable attempts to be determined by HCC and may include financial cost*) to replace the item like-for-like, however this may not be possible and so a similar colour or variety may be deemed a suitable replacement.
- 20.10 On expiry of the lease-term, HCC will write to the leaseholder advising of its expiry and that if not renewed within six weeks after the lease's termination, HCC shall reclaim the dedication and is at liberty to reuse/release the dedication to another person and that any items not subsequently removed/collected including the plaque shall be disposed without further notice.
- 20.11 At the expiry of the lease, and in the event that the lease is not renewed, the plaque shall be removed by HCC and disposed in a manner deemed acceptable to the manager.
- 20.12 Hendon Cemetery & Crematorium will not take responsibility for any personal belongings including supplied plaques or any other memorials, ornamentation or flower tributes left within the memorial gardens or within a garden bed and that such items are left at the lease holder's risk.

21 Penalties

21.1 Any person committing or in breach of the rules and regulations may be liable on summary conviction to fine not exceeding £100 and in any case of a continuing offence to a fine not exceeding £100 for each day during which the offence continues after conviction therefor under Article 19 of the Local Authorities Cemeteries Order 1977.

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

22 Review Of Cemetery and Crematorium Rules & Regulations

The foregoing rules and regulations shall have effect from the 1st day of February 2017.

22.1 The Council reserve to the right to make any alteration or addition to the foregoing rules and regulations from time to time and may be found necessary or desirable.

22.2 In any event these rules & regulations shall be formally reviewed at a minimum of every 5 years.

23 Definitions

Throughout these Rules & Regulations:

- a). 'The Council' means the Mayor and Burgesses of the London Borough of Barnet Council, its managing agent (Regional enterprise (Re)) and its authorised officials.
- b). 'Cemetery' means Hendon Cemetery & Crematorium (HCC), Holders Hill Road, Mill Hill, London NW7 1NB and any other cemetery owned by the London Borough of Barnet
- c). 'Office' means the office at the Cemetery & Crematorium in Holders Hill Road, Mill Hill, London NW7 1NB.
- d). 'Manager' means the person for the time being appointed by the Council as the Manager of the Cemetery and Crematorium, or a person for the time being acting in the capacity of the Manager or a person with the Managers authority to act on their behalf in relation to certain activities.
- e). 'Purchased Grave' means the grave space in which the exclusive right of burial has been granted by the Council.
- f). 'Owner' means the person or persons registered as the owner of the right of burial.
- g). 'Grave Space' means the parcel of land bought for the purpose of interment.
- h). 'Right' means right of burial.
- i). 'Grant' shall be the grant of the exclusive right of burial to an individual as issued by the Council.
- j). 'Memorial' means any shrub, plant, tombstone, gravestone, headstone, footstone, cross, ledge, kerb, tablet, vase, monument, mausoleum or other erected structure placed on a grave space or provided within the memorial gardens.
- k). 'Burial' 'grave' 'tombstone' 'vault' and 'walled grave' shall have the meaning ascribed to them in the Local Authorities Cemeteries Order 1977.
- l). References to the Local Authorities Cemeteries Order 1977 or any provision thereof shall include any order or provision substituted therefore by statutory instrument or other authorised means.
- m) All rules and regulations shall be considered as applying to all Cemeteries owned by The London Borough of Barnet from time to time.
- n) "Cremated Remains" means a person's ashes recovered after cremation