

# Terms and Conditions

## Definitions

In these terms and conditions and in the Application Form the following definitions shall apply except when otherwise required by the context:

**Application Form** means our Application Form which you should complete and forward to us to purchase your Selected Rights of Burial.

**Certificate** means the Certificate which we will issue when you have paid for your Selected Rights of Burial in full.

**Exclusive Rights of Burial** means your right or your Nominee's right to have your remains interred within the Selected Area of the Natural Burial Ground. It does not give you any legal ownership of or right to the land and is personal to you and cannot be sold, transferred or shared except with our prior written consent. Once your remains have been interred they will remain there in perpetuity, but the right to inter remains must be exercised during the Period.

**Natural Burial Ground** means a natural burial ground operated by us.

**Nominated Grave Digger** means the person nominated by us to prepare the graves.

**Nominee** means any person named on the Application Form as such.

**Price** means the specific price of your Selected Rights of Burial as stated in the Brochure or Application Form.

**Period** means the term of our lease of the land (typically 99 years), unless another period is stated on the Application Form, or the period has been extended by written agreement between us and you.

**Representatives** means executors, trustees, personal representatives or other representatives who are lawfully appointed and authorised to act on your behalf (or the Nominee's behalf if appropriate) after death.

**Selected Area** means the part of the Natural Burial Ground that you have selected on the Application Form.

**Selected Rights of Burial** means the single, double or multiple Exclusive Rights of Burial (or ashes interment) you are selecting to purchase subject to these terms.

**Burial Registration Fee** means the fee charged at the time of the funeral for funeral administration, mapping the grave location, certifying the burial and entering details into the statutory Register.

**Us/we** means Native Woodland Limited (Trading as Leedam Natural Heritage), an

Company registered in Scotland with number SC 240278 and whose registered office address is on the front of this form.

**You** means the Applicant.

## Full Terms & Conditions

### 1. Application Form

By submitting the Application Form to us you are agreeing to purchase the Selected Rights of Burial from us subject to these terms. To receive the Selected Rights of Burial, you must pay for them in full in accordance with these terms.

### 2. Issue of Certificate

Once you have paid the Price of your Selected Rights of Burial in full we will issue you with the Certificate. If you lose or destroy the Certificate you must notify us immediately in writing and we will issue you with a duplicate.

### 3. Non-payment

If you fail to keep to the agreed payment arrangement at any time then we may cancel the Selected Rights of Burial and return the monies you have paid us to you, less an administration charge of £175 per right of burial purchased.

### 4. Amendments/Purchase of Alternative Plan

The Selected Rights of Burial may not be varied or amended. We may at our absolute discretion agree to variations to the Selected Rights of Burial that you request in writing. Please note that we are entitled to charge for any such variations and that they will not be binding upon us unless we have confirmed our agreement to them. You must send any Certificate you have received to us (or any duplicate Certificate) when you make such a request. We may at our absolute discretion agree to a written request by you to purchase an alternative arrangement in place of the Selected Rights of Burial (eg. a change in the Selected Area of the site or a change in the type of Plot you have selected). Such agreement will be subject to such additional terms (including without limitation, terms relating to payment) as we reasonably require. You must send any Certificate you have received to us (or any duplicate Certificate) when you make such a request.

### 5. Availability

Ground conditions, the passage of time, tree growth or changes in circumstances may unavoidably affect the availability of certain arrangements, e.g. the selected burial area. If this happens, it may be necessary for us to provide reasonable alternative locations and/or to instruct reputable agents to provide alternative Rights of Burial on our behalf. In the event that you or your

Representatives do not agree to such alternative arrangements, then we will cancel the Selected Rights of Burial and will return all monies you have paid to us within 28 days of notification of cancellation, following which we will have no further obligation to provide the Rights of Burial.

### 6. Cancellation

You may cancel your Selected Rights of Burial within twelve months of the date of purchase. If you wish to cancel your Selected Rights of Burial, you must give us written notice and (where a Certificate has been issued) you must send this Certificate (and/or any duplicate) to us. We will not be able to return any monies to you unless we receive your Certificate. All monies that we have received from you in payment for the Selected Rights of Burial will then be repaid to you less a cancellation fee of £175 per right of burial purchased. If you cancel within 30 days of submitting the Application Form then we will waive this fee. The Selected Rights of Burial cannot be cancelled after the death of the Nominee.

After 12 months, we will offer you 50% of the original purchase price if you wish to cancel your rights of burial or interment. In the event that you or your Representatives arrange for another provider to provide your burial plot or the Nominee's burial plot, or if we are unable to provide the burial plot(s) because of circumstances outside our control, e.g. changes in legislation, unsuitable ground conditions, strikes, floods, fire; then we reserve the right to cancel the Selected Rights of Burial and to repay all monies you have paid to us, back to you or to your Representatives, following which we will have no further obligation to provide the Rights of Burial.

### 7. Complaints Procedure

If you have any complaint in relation to your Selected Rights of Burial or payment, please write to us at the address given overleaf. We will acknowledge your complaint within 5 working days and then endeavour to resolve the complaint within a further 28 days.

### 8. Provision of the Rights of Burial

We are not obliged to provide any of the Selected Rights of Burial until the Price is fully paid. Accordingly, after death, the relevant Representatives must supply: (1) the Applicant's or Nominee's disposal certificate and (2) surrender the Certificate (or a certified duplicate Certificate) to us (at the address stated on the Certificate) as proof of payment before any Rights of Burial are provided. We will not be able to provide the Selected Rights of Burial unless the Certificate together with the deceased's disposal certificates have been presented and surrendered to us. For the avoidance of doubt we are under no obligation to give any refund should you or your

Representatives decide not to receive Burial Rights to which you are entitled.

## 9. Notifying us

You or your representatives must notify us in writing and deliver it personally, send it by first class post to our registered address (below) or by email to [info@leedam.com](mailto:info@leedam.com) before the funeral arrangements are publicly announced. We must have at least 3 working days notice in advance of the interment. We do not accept any responsibility for errors or omissions arising out of the transmission to us of any information by telephone.

## 10. Payment

We reserve the right to have a third party collect or receive payments on our behalf.

## 11. Part Paid Payment Arrangements

Upon your death or the death of the Nominee if the Selected Rights of Burial has not been fully paid, you or your Representatives have the option to pay any outstanding amount as a lump sum and we will issue a Certificate to you or to them as proof of payment. This must be done prior to arranging the funeral. If this is not done then we cannot provide the Rights of Burial. You or your Representatives may alternatively opt to cancel your Selected Plan in these circumstances by notifying us in writing, in which case we will return all monies you have paid less an administration charge of £175 per registered right of burial. Following which we will have no further obligation to provide the Rights of Burial.

## 12. Responsibility for Claims

Please note that it is solely the responsibility of you or your Representatives to claim the Rights of Burial.

## 13. Conditions relating to the grave

We will provide reference markers to be used to locate the position of the grave. The site will be primarily managed for agriculture or the benefit of wildlife and we will have sole discretion in the selection of planting, landscaping and maintenance of the Natural Burial Ground.

Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. No embalmed remains are to be interred. You undertake to inform us of any particular requirements, hazards, chemicals or treatments relating to the remains, coffin and any other materials to be buried. This information is essential to enable us to comply with our duties under the EPA.

**14. Notice of Interment** must be given on our printed Interment Form and must be completed properly and in full. Responsibility for any errors and omissions rests with the person submitting the Notice. We must receive Notices at least three clear

working days before the date of interment. All charges and fees connected with the interment shall accompany the Notice of Interment.

Except for memorials specified and approved by us at the Natural Burial Ground, no other memorials, mementos, kerbs, vases, wreaths or other forms of memorial or marker will be permitted. The Price does not include any memorials or tree planting.

## 15. Grave excavation

For reasons of health and safety, only the Nominated Grave Digger shall excavate graves. They will be ~1.3m deep and are for one single burial. The Selected Rights of Burial will not cover any charges imposed for excavating and back-filling the grave by the Nominated Grave Digger, which are the responsibility of, and must be paid by, you or your Representatives.

## 16. Unclaimed Rights of Burial

If the Selected Rights of Burial have not been claimed by the 50th anniversary of your Date of Purchase, or upon our being made aware that you or the Nominee may have died, then we may write to you at your last known address to establish that it is still your intention to claim the Selected Rights of Burial. If we do not hear from you to the contrary within 56 days of such a letter, then we shall be entitled to consider that you have chosen not to claim the Selected Rights of Burial and we may at our discretion cancel the Selected Rights of Burial and may retain the monies.

## 17. Additional Charges

We reserve the right to impose reasonable additional charges to reflect the impact of any regulatory change, taxation and legislative requirements relating to our provision of the Selected Rights of Burial and Funeral Administration Fees.

## 18. Miscellaneous

You enter the Natural Burial Ground at your own risk. We cannot accept any liability whatsoever for the loss of or damage to any vehicle, its contents or your possessions save to the extent that it is proved to be directly caused by the negligence, or wilful act or wilful default of us or our servants or agents.

You and your Representatives shall be responsible for complying with all statutes, laws, regulations, codes of practice as may be amended from time to time and any reasonable instructions from us which relate to the site.

You and your Representatives shall be responsible for all persons present at the Natural Burial Ground with your consent (including children) and shall ensure that at all times they behave in a suitable and

appropriate manner and shall be suitably supervised.

## 19. Waiver

The failure of either party at any time to enforce any of the terms, provisions or conditions of the agreement, or to exercise any right under it, shall not constitute a waiver or affect that party's rights thereafter.

## 20. General

These terms and conditions, together with the payment and your Application Form constitute the agreement between us and you regarding the Selected Rights of Burial to which they refer. They do not affect your statutory rights. A person who is not party to this agreement (including, without limitation, the Nominee or their Representatives) shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This shall not affect any right or remedy of any person arising otherwise than under that Act. If any part of the agreement proves ineffective the remainder shall not be prejudiced. This agreement shall be governed by English Law. There is no interest payable to you in respect of the Price or of the monies used to purchase your Selected Rights of Burial whether fully paid, cancelled or redeemed.

## 21. Indemnity

You and your representatives shall be responsible for and indemnify and keep us indemnified against any loss (including consequential or economic loss) or damage which we may sustain or suffer by or as a result of a breach of the terms of this Contract, including but without prejudice to the foregoing generality, a breach of Conditions 14, 15 and 18 hereof and any loss (including consequential or economic loss).

## 22. Data Protection

We agree that in relation to the personal data we will process in connection with the agreement, such processing will be undertaken in accordance with the Data Protection Act 1998, the EU's General Data Protection Regulation (GDPR) and any other applicable data protection legislation.

## 23. Address for correspondence

Leedam Natural Heritage  
The Market Tavern  
26 Agincourt Square  
Monmouth  
NP25 3BT

Telephone **01600 716438**  
email [info@leedam.co.uk](mailto:info@leedam.co.uk)

**Leedam**  
NATURAL HERITAGE