



TERMS AND CONDITIONS – 1st April 2022

Introduction

- 1 a) We are eager to ensure that the burial ground remains true to its ethos. Therefore, it is important that at all times it can be enjoyed as a place of peace and quiet reflection. Acorn Ridge is a sanctuary for wildlife and we strive to create a harmonious balance between nature and necessity.
b) Acorn Ridge is a natural burial ground, and there are therefore rules indicating what may be placed on or around plots. The aim is to ensure a safe, consistent standard that offends no one.
c) All charges and fees payable for goods and services in connection with the cemetery must be paid before an interment takes place, or any work commences. See 13 d).

Definitions

- 2 a) Control of the burial ground is vested in the owners and employees of Acorn Ridge, hereafter referred to as the Company.
b) The Applicant is either the Funeral Director making arrangements on behalf of the next of kin, or the legal personal representative of the deceased.

Opening times and visitor access to the site

- 3 a) Visitor access is welcomed 365 days a year.
b) Suggested visiting times are:
Spring/Summer 1st April to 30th September – 07:00 – 20:00
Autumn/Winter 1st October to 31st March – 09:00 – 17:00
c) The main gates will remain padlocked at all times.
d) Access to the main gates is afforded to all visitors at any time – the padlock code is 2412.
e) The company understands that for personal reasons friends and relatives of the deceased may wish to visit the site at times other than those suggested in 3b). Whilst the company is very happy for this to occur, it is on the strict understanding that the site has no artificial light and is of natural construction.
f) Further to 3e), the company will not be held responsible for any injury caused to any visitor (howsoever caused), whilst accessing any part of the site. Visitors should recognise that they need to take care on uneven ground.
g) All visitors to the site must give due consideration and respect to other ceremonies and services taking place at the time of their visit, regardless of the religious or spiritual persuasion concerned.

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- h) Dogs are welcomed to the site. However, any visitors bringing their pet with them must ensure that any mess their dog makes is immediately cleared and then removed from the site upon their departure.
- i) Further to 3h), visitors are reminded that, in keeping with the ethos of the site, no waste receptacles are provided at the burial ground. Therefore, all refuse must be taken away from the site.
- j) Mobile telephones must be either switched off or kept on 'silent' out of respect to other visitors to the site.
- k) Although the company encourages a celebratory atmosphere at the burial ground, activities which may be offensive to others are not permitted without the express permission of the company. Examples are:
- Ball games or any type of game which emits an unnatural sound (eg. Electronic devices)
 - Radios or other amplified music
 - Barbecues
 - Camping
- l) Children aged under 18 must be accompanied by a responsible adult at all times, unless the specific permission of the Company has been granted.
- m) The Company reserves the right to close all or part of the site at any time and without prior notice if in the interest of public safety.
- n) The barn will be accessible during burials/ash interments only.
- o) Car parking is provided inside the main gate of the cemetery, do not park in the gateway, or on the verges bordering the cemetery. Please do not obstruct other cemetery users. Cars are parked at the owner's risk.
- p) Please do not drive onto or park on grassed areas, unless you have been directed to do so by cemetery staff.

Plot allocation and records

- 4 a) The Company will offer a selection of plots, based on the natural development of the site and the requirements of the Applicant.
- b) All plots are marked by GPS and conventional paper records which are also stored electronically. These records are available for inspection at any time.
- c) A certificate will be issued by the Company, stating the date of interment, plot reference and period of exclusivity.
- d) It is the responsibility of the Applicant to keep the Company updated with a contact address and telephone number.
- e) Applications will only be accepted where the correct, current form is used, and completed in its entirety.

Notice of Interment

- 5 a) Notice of interment must be given on our printed interment form and must be completed properly and in full.
- b) Responsibility for any errors and omissions rests with the person submitting the notice.
- c) We must receive notices at least three clear working days before the date of interment.
- d) All charges and fees connected with the interment shall accompany the notice of interment.

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Definitions and terms of burial plots

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- a) When a plot lease is purchased from the Company, ownership of the ground is not conferred, neither is any other right granted except those referred to in this document.
 - b) A single grave plot is described by the Company as being a defined area suitable for the burial of one coffin at a depth of approximately 4' 6".
 - c) When the Applicant purchases a single burial plot lease from the Company, exclusive rights are granted for a period of 30 years from the date of burial.
 - d) A double grave plot is described by the Company as being a defined area suitable for the burial of one coffin at a depth of approximately 6' – a further coffin may be buried subsequently or simultaneously.
 - e) Further to 6d) only the specific plot purchased may be used for any subsequent burial.
 - f) When the Applicant purchases a double burial plot lease from the Company, exclusive rights are granted for a period of 30 years from the date of first burial. At the time of the second burial (or when the original rights expire) the Applicant is able to purchase an additional 10 year lease or multiple 10-year lease options.
 - g) Further to 6f), the subsequent burial will only be carried out by express permission of the original Applicant or their nominated representative.
 - h) Acorn Ridge is intended for human burial only. However, pets which have been cremated may be interred with their owners.
 - i) Great care is taken when back-filling graves, mechanical methods of compacting soil cannot be used. This means they will subside, sometimes several times, especially during wet weather. This is a natural process that may continue for several years. Following subsidence, the cemetery staff will periodically level and seed or turf over the grave, which of course is a gardening function and dependent on the weather. There are occasions when adjacent graves may need to be re-opened for additional burials. In these cases, mechanical access may be required over adjacent graves and the temporary spoil heap may spread over a number of graves. In a working cemetery this is unavoidable. Every effort is made to protect surrounding graves in these cases and to ensure their return to their previous state as soon as possible.
 - j) Plots are not currently available to purchase in advance.
 - k) The surplus soil excavated from any grave or ash plot will be deposited elsewhere within the cemetery, in a suitable place as the operators see fit.

7 Definitions and Terms of ashes interment plot

- a) When a plot lease is purchased from the Company, ownership of the ground is not conferred, neither is any other right granted except those referred to in this document.
- b) A specified plot for ashes is described by the Company as being a defined area of a size suitable for the interment of ashes. The Company will, on behalf of the Applicant, inter further ashes as required into the same plot for an additional charge.
- c) When the applicant purchases an ash interment plot lease from the company, exclusive rights are granted for a period of 10 years from the date of interment. The Applicant is able to purchase an extension of the lease, in multiples of 10 years. This can be purchased at the time of interment or at any time during or at the end of the 10-year lease period.
- d) Further to 7b) and 7c), the subsequent interment will only be carried out by express permission of the original Applicant or their nominated representative.

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Funerals and Services

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- a) Persons of any religion or persuasion may use Acorn Ridge – the site is unconsecrated, but you may arrange for your individual plot to be blessed according to your preference.
 - b) Burials and interments are performed between Monday and Friday. They are also possible on some weekends and religious holidays, in which case the Company reserves the right to make a surcharge.
 - c) The Applicant may make arrangements with a Funeral Director or directly with the Company.
 - d) Usually a minimum of 48 hours notice is required to prepare a plot, but the Company will make every effort to accommodate the needs of the Applicant.
 - e) The Company will only accept a maximum of 4 funerals or services per day. Bookings will be made in such a way that no funeral or service will overlap with another, allowing complete peace and privacy.
 - f) The Company must be in possession of the statutory paperwork, plus Acorn Ridge application form prior to any interment or burial taking place.
 - g) The back filling of plots will be carried out by the Company after the funeral or service has been completed. If any members of the party wish to be involved in the back filling, the Company is happy to make arrangements.
 - h) No body may be exhumed from the site without a lease granted by the Secretary of State.

Conservation, wildlife and maintenance

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- a) A body that has been subject to embalming or treated with formaldehyde may not be interred at the site.
 - b) Persons who have had a notifiable disease at the time of death may not be interred at the site. In such cases, the local council will advise an appropriate site for burial.
 - c) Flower bulbs can be arranged. Please contact Acorn Ridge for information.
 - d) No trees or shrubs, regardless of size, may be planted on the site, except those purchased from, supplied by and maintained by the Company.
 - e) Inappropriate items will be removed by the Company without notice. This will include plastic flowers and containers etc. See section 10.
 - f) No hunting is permitted on the site. Visitors must take care to create as little disturbance as possible to the wildlife.
 - g) The Company will carry out all required maintenance at the site.
 - h) We will provide reference markers to be used to locate the position of the grave.
 - i) 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.

Flowers and other memorials

- 10
- a) Only fresh flowers may be left at the site, and no containers or vases are permitted, except immediately after a funeral or service when floral arrangements are accepted. You are welcome to plant bulbs, but plantings must be made with consideration to neighbouring plots. Plots are not allowed, under any circumstances, to be treated as a 'garden'.
 - b) Any memorials left at the site (apart from fresh flowers) may be removed by the Company

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without notice. This includes any item found hanging from trees. The Company will store any removed memorial items for a short period before disposal.

c) The Company will remove flowers after 3 days or when they are past their best (whichever is later).

d) Trees planted by the Company on behalf of the Applicant are guaranteed for a period of 3 years. Should the tree die during that period, it will be replaced without charge. The guarantee does not, however, cover trees which are affected by drought. Trees planted outside of our specified 'dormant' period and against our recommendation are not guaranteed in any way. Please also refer to 10g), below.

e) Any tree showing signs of disease or encroaching on a plot may be removed by the Company without notice. If the tree is still under guarantee (see 9d) it will be replaced.

f) Longevity of trees – all of the trees we recommend have a variable (depending on species chosen). However, it must be remembered that they are grown as a wild, not cultivated specimen and therefore may not be as long-lived as a nurtured garden tree.

g) Should a tree be purchased and planted next to a double depth plot, it is most likely that the tree will die after the 2nd burial takes place due to root damage. Acorn Ridge will not replace any tree which fails under these circumstances. Any guarantee provided will expire upon the date of the 2nd burial (if earlier than the certificate date, as specified in 10d).

h) If a memorial tree is purchased as a standalone item, a memorial marker must also be purchased.

i) Memorial trees will only be planted as part of an existing group, or at the discretion of the site manager.

j) The existing memorial benches are a non-permanent memorial, and cannot be expected to remain viable for more than 3 years. As soon as a memorial bench becomes unsafe or unsightly, it will be removed and stored for a period of 1 month, during which time the Company will make every effort to contact the Applicant. If the Applicant does not wish to collect the bench or cannot be contacted, the Company will dispose of the bench.

k) All plots must be marked with a stone marker, which will be supplied and engraved by the Company. Engraving costs are NOT included (except for the plot reference), please refer to the current price list for guidance. Unless agreed in writing, the stone marker must be in place within 6 weeks of burial or ash interment. If no communication is received, the Company reserves the right to engrave the plot reference and place the marker without consulting the Applicant any further.

Coffins, urns and shrouds

11 a) Only biodegradable coffins, urns or shrouds from sustainable resources shall be used. The Company will provide details of suitable suppliers.

b) Cremated remains may also be poured directly into a specified plot or scattered above ground.

c) Wedding rings and similar objects may be interred with burials or ashes.

d) 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.

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Additional charges

- 12 a) 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.

Miscellaneous

- 13 a) A new price list will be published annually, but the Company reserves its right to amend fees more frequently if necessary.
b) These Terms and Conditions are subject to change without notice.
c) Payment for all services must be received in full prior to the date of burial/ash interment. Funeral Directors may request a 30-day customer credit account.
d) The cost of second burials, extension of exclusive rights etc. will be charged at the rates in force at the time they take place.
e) You enter the natural burial ground at your own risk. We cannot accept any liability whatsoever for the loss or damage to any vehicle, its contents or your possessions save to the extent that it is proved to be directly caused by the negligence, or wilful act to wilful default of us or our servants or agents.
f) 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.
g) 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.

Waiver

- 14 a) 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.

General

- 15 a) 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.
b) These terms and conditions do not affect your statutory rights.
c) 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.
d) 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.

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Indemnity

- 16 a) You and your representatives shall be responsible for an 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 foregoing generality, a breach of conditions 6, 7, 10 and 13 hereof and any loss (including consequential or economic loss)

Data Protection

- 17 a) We agree that in relation to the personal data we will process in connection with the agreement, such processing will be undertaken by it in accordance with the Data Protection Act 1998 and any other applicable data protection legislation.

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