



## **Memorial Terms and Conditions 2022-23**

### **1. Memorial Term**

The memorial may be placed on the memorial site from the commencement date and may remain for the duration of the term unless terminated earlier in accordance with these terms.

### **2. Memorial Specifications**

We (Wealden District Council) will arrange for the memorial to be produced in line with the specification and will use all reasonable endeavours to install the memorial by an agreed date and time. Inscriptions on the memorial must be approved by the Crematorium Manager. We reserve the right to refuse any inscription that is considered unsuitable.

### **3. Period of License**

The initial period for placement of sanctums, panorama niche vaults and memorial trees is 15 years from the date of placing the memorial unless your invoice states otherwise. The initial period for bench plaques, memorial benches, wall plaques and steel memorial tree leaves is 10 years from the date of placing the memorial unless your invoice states otherwise.

### **4. License Renewals**

We will use reasonable endeavours to contact you when your license is near to expiry. It is your responsibility to notify us of any change in contact details.

Subject to availability and at our discretion you may renew the license by submitting a renewal form and paying a renewal fee.

If the license is not renewed, where relevant the cremated remains and plaque will be removed from the grounds and retained in the crematorium office to be reclaimed by you. If after three months from the expiry of the license they have not been reclaimed the ashes may be respectfully scattered in the grounds and the plaque will be disposed of.

Only you or your legally entitled successor can apply for a renewal or any changes to the plaque.

### **5. Transfer of License**

You may assign the license to someone else by completing a transfer form. In the event of your death the ownership can be claimed by another person.

The new licensee must enter into a new agreement for the remainder of the term.

### **6. Your Responsibilities and Rights**

Once placed in the grounds the memorial plaque becomes your property and responsibility. The sanctum and panorama niche vaults remain our property and responsibility.

Only items that form an integral part of a memorial which has been supplied by Wealden Crematorium are permitted in the grounds. You may only place fresh cut flowers in an integrated vase.

The planting of anything whatsoever anywhere within the grounds is strictly prohibited. This includes any trees, shrubs, bushes, plants, bulbs or seeds of any kind. We reserve the right to remove and dispose of any such items without notice.

The placing of any personal items and memorials of any kind is also strictly prohibited. This includes any fences, curbs or surrounds, artificial flowers, trinkets, wind chimes, toys, windmills, gravel, ornaments, glass, vases, containers, receptacles, statues, candles, lanterns, stakes, plaques or other personal effects or memorabilia placed anywhere within the grounds. We reserve the right to remove and dispose of any such items without notice.

No items may be placed on or attached to any tree or shrub within the grounds.

If you repeatedly place prohibited items within the grounds, we may write to you to notify you that you are in breach of the terms. If you continue to breach the terms then we may terminate your license.

### **7. Our Responsibilities and Rights**

We are responsible for the maintenance of the grounds. We reserve the right to change the appearance and layout, to relocate the memorial, to remove any memorials that were not provided by us, or any other memorabilia and to dispose of dead flowers.

We cannot accept responsibility for any memorabilia left within the memorial site and will not be liable for damage caused to memorials other than damage caused by fault of supply or quality or by our negligence.

We may amend these terms without prior notice and with immediate effect. The current version will always be available on our website at [www.wealdcrematorium.co.uk](http://www.wealdcrematorium.co.uk)

We reserve the right to impose reasonable additional charges to reflect any regulatory change, taxation and legislative requirements.

### **9. Termination of License**

You may terminate the license at any time by completing a termination form. The license may be terminated immediately if you breach these terms. You will not be refunded any part of your fees if the license is terminated.

If the license is terminated, where relevant the cremated remains and plaque will be removed from the grounds and retained in the crematorium office to be reclaimed by you. If after three months from the termination of the license they have not been reclaimed, we may respectfully will scatter the ashes in the grounds and dispose of the plaque memorial.

### **10. Data Protection**

The information that you provide on your application or renewal form will be held in accordance with the Data Protection Act 2018 and the UK General Protection Regulations 2021. Wealden District Council will only use the information for the management of Wealden Crematorium and the administration of your license. We may send you important information regarding the crematorium and your memorial. We will never disclose your details to a third party. For more information our Privacy Notice can be found on our website at [www.wealdcrematorium.co.uk](http://www.wealdcrematorium.co.uk)

### **10. Address for Correspondence**

Crematorium Manager  
Wealden Crematorium  
Horam Road, Horam  
East Sussex TN21 0LF  
E: crematorium@wealden.gov.uk  
T: 01323 443400