

GRANT OF RIGHTS TO ERECT AND MAINTAIN A MEMORIAL

MEMORIAL DEED

Grant of Deed No. \_\_\_\_\_

Memorial Deed No. \_\_\_\_\_

By virtue of the powers conferred by the Local Authorities Cemeteries Order 1977 (hereinafter referred to as "the said Order") on burial authorities constituted under the Local Government Act 1972 the Hollesley Parish Council (hereinafter called "the Council") acting as a burial authority constituted under the said Act

In consideration of the sum of.....paid to the said Council by.....of .....(hereinafter called "the Grantee")

DO HEREBY GRANT unto the Grantee the right to erect and maintain a memorial on grave number.....in section..... in the Hollesley New Cemetery situated at School Lane Hollesley, IP12.

(being a cemetery provided and maintained by the Council) to hold the same unto the Grantee for the term of.....years from the date hereof for the purpose of erecting and maintaining a memorial subject to the provisions of the said Order and to Orders, Byelaws and regulations for the time being in force with regard to the management, regulation and control of the said cemetery and on such terms and subject to such conditions as the Council considers proper.

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the consideration exceeds .....pounds.

Given under my hand this.....day of.....Two thousand and.....

(Signed).....

(Designation).....

Original Deed Date ..... (Only applicable to an extension)

See overleaf for the Terms and Conditions of the Deed.

TERMS AND CONDITIONS

1. The Exclusive Right to Erect a Memorial does not give the Deed Holder the Exclusive Right of Burial for the plot.
2. The Deed Holder(s) is responsible and liable for all expenditure incurred to make safe their memorial in the event it is found to be unstable or in a dangerous condition.
3. The memorial remains the sole risk of the Deed Holder(s). It is recommended the Deed Holder(s) obtain insurance cover for their memorial.
4. The Burial Authority accepts no responsibility for injury done by the memorial to any person in the cemetery, except where such injury is attributed to the negligence of the Burial Authority.
5. The Burial Authority reserves the right to periodically inspect and test memorials for stability and any action considered appropriate in order to protect public safety.
6. It is the responsibility for the Deed Holder to implement the recommended remedial actions identified in the Memorial Inspection report at their own expense, within the specified timescale etc. as stated in the Memorial Maintenance Programme.
7. It is the Deed Holder(s) responsibility to inform the Cemetery Office of any changes to their contact details