

## Churchyard and Grounds Policy

### 1 Introduction

1.1 Our churchyards are an important and valued part of our church life and the heritage of our community. They remain open to the public at all times, and continue to be used and valued by a large number of people. It is our desire to work with the Diocese of Leeds, the families of those interred in our churchyards and the local community to ensure they remain a resource for future generations.

1.2 This policy defines the right to burial within, and the management of, the churchyards and Grounds in the benefice.

1.3 The Priory Benefice contains two churchyard: All Saints, South Kirkby and St Paul's, Brierley. .

These are closed churchyards and the management and upkeep of these have been passed to Wakefield Council for All Saints, South Kirkby and Barnsley Council for St Paul's, Brierley. South Kirkby Town Council have historically repaired all Church path lighting at South Kirkby.

1.3.1 All Saints is closed for burials, however cremated remains may be interred in the open Cremated remains section. St Paul's is fully closed.

1.4 The churchyards are consecrated ground, and as such are governed by rules defined by the Anglican Diocese of Leeds contained within the Diocesan Regulations for Memorials or Ledgers (the regulations)<sup>1</sup>. These regulations will be followed in this parish at all times, only allowing for local decisions, custom and practice where these regulations permit.

The Churches of St Luke's & St James the Great do not have the facility for interred remains, however, do have Church grounds which are the responsibility of the the individual PCCs.

### 2 Right to burial

2.1 In a consecrated churchyard, provided there is space available and the churchyard has not been closed for burials by Order in Council, the following people have a right to be buried in the churchyard of the parish church:

2.1.1 every parishioner

2.1.2 any person dying in the parish, wherever that person resides.

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<sup>1</sup> See <https://www.leeds.anglican.org/legal/consistory-court>

- 2.1.3 any person whose name is on the electoral roll of the parish at the time of their death
- 2.2 No other person can be buried in the churchyard without the consent of the incumbent. If the incumbent declines to allow the burial of a person who has no right of burial as defined above, the incumbent's decision shall be final.
- 2.3 There is no right of burial in any particular part of a churchyard. The selection of a grave space is for the incumbent.

### **3 Reservation of a grave space**

- 3.1 It is not possible to purchase a grave, only to reserve a grave space for a time limited period, usually of 25 years, which may be extended by the Chancellor up to a maximum of 100 years.
- 3.2 The parish policy is not to allow the reserving of a grave space for burial or for interment of ashes in areas for cremated remains.
- 3.3 The following exceptions to this rule apply:
  - 3.3.1 Where a grave space has been designated by the PCC as a burial plot for multiple burials, i.e. a double or triple grave or a family vault.
  - 3.3.2 If a faculty has been granted by the Chancellor reserving a grave space in the churchyard.
- 3.4 The incumbent cannot grant or assure anyone of a right of burial in a particular place in the churchyard or area for cremated remains. It is possible to reserve a grave space, in exceptional circumstances, for a parishioner or non-parishioner by the granting of faculty by the Chancellor.
- 3.5 Such granting of faculty removes the right of the incumbent to position a burial in that place. Faculties are only granted however, after assurances are given of available space and evidence of support of the incumbent and the PCC that an exception to the stated policy exists. A completed form, with such evidence of support, a clearly marked plan - showing the position

of the proposed reserved space - and the appropriate fee once received by the Registry are forwarded to the Chancellor for approval and his decision in the matter shall be final.

#### **4 Areas for cremated remains**

- 4.1 Cremated remains may be buried in either an existing grave, or in the specific area set aside for the burial of cremated remains in All Saints churchyard.
- 4.2 Burial of ashes in an existing grave will be permitted on a case by case basis, depending on the room in the grave and the connection between the deceased and the person(s) already buried in the grave.
- 4.3 Cremated remains should either be reverently poured into a specially prepared hole in the ground between 18 and 24 inches deep, strewn onto bare earth (and the ashes then covered with earth), or buried in a wooden casket. The scattering of cremated remains onto the surface of the earth is not permitted.
- 4.4 The parish do not allow any marking of a plot where cremated remains have been buried other than with an agreed ledger stone that is in accord with the diocesan guidelines.
- 4.5 If cremated remains are interred in an existing grave a separate memorial or ledger stone is not permitted, though an inscription may be added to an existing memorial or ledger stone after due authorisation providing the memorial or ledger stone has room for an extra inscription.
- 4.6 All Saints Church require an agreement to be signed before remains can be interred in their churchyards. This agreement specifies the additional local requirements for that churchyard, which stand in addition to any requirements mentioned in this policy. A copy of these agreements can be found in Appendices A & B.

#### **5 Ownership of the churchyard**

- 5.1 The ownership of the churchyard is vested in the incumbent for the use of the parishioners (where there is a vacancy in the incumbency, the ownership is vested in the Diocesan Bishop).
- 5.2 The exercise of the right of burial, interment of cremated remains, the reservation of a grave space by faculty, or the erection of a memorial do not confer any rights of ownership upon the relatives of the deceased person or upon any other persons in respect of the churchyard itself.

#### **6 Ownership of memorial and ledger stones**

- 6.1 The owner of a churchyard memorial or ledger stone is defined as the person who erected the monument in question and after his/her death the

heir or heirs at law of the person or persons in whose memory it was erected.

- 6.2 Therefore, the primary responsibility for upkeep falls on the owners of the stone who are the heirs of the person or persons commemorated. However, when the heirs cannot be traced, because the maintenance of the churchyard in a safe state is prima facie the responsibility of Wakefield Council (All Saints) & Barnsley Council (St Paul's), it must bear the responsibility for any dangerous memorial or ledger stones within the churchyard. The PCC in partnership with Wakefield Council must take appropriate steps to deal with any dangerous situations, and such action will be limited by the funds at its disposal.

## **7 Erection of memorial and ledger stones**

- 7.1 The introduction of a memorial or ledger stone, or any other object, into a churchyard requires the permission of the Chancellor, and must conform to the regulations. In practice the Chancellor has delegated limited authority to the incumbent for the introduction, or alteration, of a memorial or ledger stone in a churchyard that conform to the regulations.
- 7.2 No permission may be given for the erection of a memorial or ledger until 6 months has elapsed from the date of burial or interment (excluding ashes). This is because of the problem of settlement of the excavated ground.
- 7.3 Permission to introduce a memorial or ledger stone must always be obtained from the incumbent and PCC before any such matters can proceed. The applicant will be required to sign a memorial or ledger agreement and to pay a maintenance fee to the PCC upon application. Where the proposed stone falls outside the scope of the incumbent's delegated authority, a faculty is required.
- 7.4 The PCC will normally only accept the installation of a memorial or ledger stone, that conforms to the regulations, by a recognised stone masson.

## **8 Churchyard management**

- 8.1 Our churchyards are large and complex to maintain. We aim to strike a balance between ensuring the churchyards are well kept and looked after, whilst having consideration to the provision of areas for wildlife to flourish in suitable areas within the churchyards.
- 8.2 All Saints, as a closed churchyard, is maintained by Wakefield Council, and St Paul's is maintained by Barnsley Council..
- They have full responsibility for all aspects for its management and maintenance, including cutting the grass, maintaining footpaths, gravestones and the repair of any damage.

## 9 Churchyard maintenance

9.1 The maintenance of All Saints churchyard, including the mowing of grass and control of pests and vermin, is controlled by Wakefield Council.

The maintenance of St Paul's churchyard, including the mowing of grass and control of pests and vermin, is controlled by Barnsley Council.

9.2 Maintenance of trees and shrubs in this churchyard are the responsibility of the appropriate Council in Partnership with the PCC, who will help to ensure all trees within the churchyard are safe and steps taken to remedy unsafe or dangerous trees within the grounds.

9.3 No tree or shrub may be planted in the churchyard without the explicit written permission of the incumbent and PCC and the archdeacon's authorisation.

9.4 The regulations state that:

9.4.1 No individual garden may be erected, or tree or shrub planted on, or adjacent to, a grave.

9.4.2 Only cut flowers or wreaths may be left at the graveside. These must be removed when withered or decaying. No plastic or artificial flowers are permitted save in relation to:

9.4.2.1 Remembrance Day wreaths or poppies, or Christmas wreaths; these must be removed after a period of one month.

9.4.2.2 Silk flowers, appropriate to the season; these must be removed when they become faded or bedraggled.

9.4.3 Toys or other similar ornaments should not be left at the graveside.

9.4.4 Any objects left at the grave but not authorised by Faculty or the regulations must be removed and returned to the relatives as soon as possible, where it is possible to trace them.

## 10 Other churchyard issues

10.1 Confetti: The throwing of confetti is permitted in all four churchyards, however the PCC would kindly request that confetti be thrown away from the church building, and especially the porches, and should be made of bio-degradable or natural products.

Approved April 2022

Reviewed	April 2022
Next review date	2024

## **The Parish Church of All Saints, South Kirkby**

### **An agreement between the Parochial Church Council of All Saints Church and the next of kin of persons whose remains are to be placed in the churchyard of All Saints, South Kirkby.**

Qualification: to be interred in the churchyard a person must have been a resident of the parish of South Kirkby, have been on the electoral roll of the parish, have died in the parish, or have the discretionary permission of the incumbent to be buried there.

Other terms and conditions:

1. Wakefield Council in partnership with the PCC and local congregation will be responsible for the churchyard upkeep.
2. Ashes will be interred within a plot designated for the interment of ashes, or within an existing full coffin grave.
3. The site of any new plot may be marked by a ledger stone conforming to the Anglican Diocese of Leeds Diocesan Regulations for Memorials or Ledgers (the regulations)<sup>0</sup>. The memorial or ledger stone for an existing grave can be updated according to the same regulations on the interment of ashes into the grave.
4. Ashes will be deposited at a depth of approximately 45 cm (18"). Ashes can be interred in a casket, or strewn upon bare earth. It is not permitted to scatter ashes onto the surface of the churchyard.
5. Flowers or floral tributes will be permitted within the Churchyard according to the Diocesan Regulations. Anything not conforming to these regulations will be removed.
6. A fee will be chargeable for an interment. The fee will cover the statutory fees chargeable for an interment, and a fee to the Church towards the upkeep of the churchyard.
7. The PCC will ensure that any additional donations from families in memory of their loved ones are used for the ongoing maintenance of the churchyard.
8. Any person, acting for a deceased family member or friend must pay this fee in full. They must also agree to and sign this contract between themselves and a person acting on behalf of the PCC.

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<sup>0</sup> See <https://www.leeds.anglican.org/legal/consistory-court>

I confirm that I have read and accept the terms and conditions of this agreement and that I will observe them in full. I agree to pay the sum of £..... for the interment of the late

..... (name in full)

Payment should be made to 'All Saints PCC'. Please contact a member of the Clergy Team **the.priory.benefice@gmail.com** for details

I appreciate and accept that the PCC will hold me personally responsible should any of the above conditions be breached.

Witness my hand ..... (signature)

Name in full .....

of .....

.....  
Date

Signed and witnessed in the presence of\* ..... (signature)

Name in full .....

Status .....

Date .....

\*A member of the Priory Benefice clergy or a churchwarden of All Saints, South Kirkby, acting on behalf of the PCC