

TERMS AND CONDITIONS: MEMORIALS SOLD BY CHELTENHAM BEREAVEMENT SERVICES

1. These terms and conditions are in addition to any terms included in the Order Form and relate to the leasing of a Memorial tablet, vault, niche, tree block, leaf block, bronze plaque, leather panel or similar at Cheltenham Cemetery & Gardens of Remembrance or Charlton Kings Cemetery, including the purchase and installation of a memorial tablet (which term includes stone tablets, ceramic and bronze plaques, or other similar tablets and plaques) of the applicable memorial supplied by us, as set out in the Order Form. References to "you" or "your" in these terms are to the persons named as owners of the memorial tablet in the Order Form or your authorised representatives, and references to "we", "our" and "us" are to the Cheltenham Borough Council.
2. The initial term of this lease shall be as set out in the Order Form and shall commence from: (a) the sooner of the placement of the remains, including by interment or scattering, at the niche or vault or the installation of a tablet at the memorial; or (b) in the case of a lease reserving the memorial for future use, the date the Order Form is signed. There is an option to renew the lease for a further period at the end of the current lease period (see Order Form), subject to payment of the appropriate fee applicable at the date of renewal, and provided that the total term, including renewals, does not exceed 100 years.
3. It is your responsibility to ensure that the lease is renewed where a longer period is required. While we will try to notify you via the email address supplied prior to the expiry of the lease, (and it is advisable that you keep Cheltenham Bereavement Services informed of any change of contact details/address), we accept no responsibility for any failure to contact you prior to the expiry date.
4. It is also advisable to let your next of kin or executor know of the existence of this agreement including the expiry date. Upon the death of a sole or last surviving owner, the person who has been nominated to assume responsibility should inform Cheltenham Bereavement Services, and provide their full details including contact information and proof of authority.
5. If at the end of the lease period the lease has not been renewed then (in the absence of any instructions agreed with you regarding the removal of the tablet and, where applicable, any cremated remains):
 - a) in respect of a niche, vault or block, any inscribed tablet and, if relevant, any cremated remains will remain in place for a further 12 months, after which we will remove the tablet and any cremated remains placed in a niche or vault and we will hold them for a further period of 6 months. At the time of removal, we may lease the memorial niche, vault or block to unrelated families. If after the 6 month period the tablet and any cremated remains have not been collected by you the tablet will be destroyed and any cremated remains will, following the correct legal procedure, be scattered within our Gardens of Remembrance. The location of the scattering will be recorded in our statutory records;
 - b) in relation to kerbside plaques, the plaque shall be removed one month after the end of the lease period and stored for a 12 month period. If after the 12 month period the plaque has not been collected it will be disposed of/recycled;
 - c) if a lease is purchased in reserve and the lease expires or is not renewed prior to the installation of a memorial tablet we shall be at liberty to resell the niche, vault or block to unrelated families after a further 12 months have lapsed.
6. You have a right for your ashes to be placed/scattered/interred in a niche or vault depending on the type of Cremated Remains Memorial purchased, and space permitting, whilst the lease is current. Tablets can only commemorate a maximum of two people, although some memorials can only accommodate one set of cremated remains which will be detailed to you at the time of purchase and indicated in the Order Form. Bronze kerb plaques can only commemorate one person.
7. The wording on a memorial is restricted and may be amended or altered as detailed in the Order Form. The Authority reserves the right to refuse any inscription that is considered unsuitable. The final layout of the inscription is at the discretion of the Stone Mason/foundry.
8. We will notify you once the inscribed memorial has been received by us. Once the memorial is installed it becomes your responsibility (subject to the restrictions on removal/replacement of the memorial in this lease). We are not liable for any theft, accidental damage (unless such damage is caused by our negligence) or vandalism to any memorial, or any cremated remains placed in a niche

or vault. For the avoidance of doubt, the Memorial tablet, niche, vault, block or plaque (as applicable) remains our property and you have no rights in it other than as expressly set out in these terms and conditions.

9. Additional fencing, edging, chippings, planting, ornaments or adornments are not permitted around the Memorial. No unauthorised memorials are permitted. You are not permitted to remove or replace (reinstall) a tablet at the memorial other than by instructing us (and where applicable subject to the payment of the appropriate fees). We may remove and store such items for a limited period (not exceeding 3 months). Any items that are not collected by you will be disposed of/recycled.
10. Where relevant, any tree, shrubs or other plants (excluding weeds) attached or in the proximity of the memorial are our property and may not be removed by you or replaced by us if they die. Careful removal of loose weeds growing around your memorial is permitted provided the weeds are removed from site and disposed of responsibly.
11. **Guarantees.** The gilding/painted lettering on your memorial tablet/plaque is guaranteed for 12 months following installation. The re-painting/re-gilding of defective lettering, eg: poor adhesion of paint to stone but excluding mild fading and reasonable wear and tear due to weathering, etc, will be undertaken free of charge if this falls within the guarantee period providing there is no evidence of tampering or improper cleaning of the memorial (see 'Memorial Quality & Care Information' below). Any re-painting/re-gilding outside the guarantee period will be your responsibility, must be carried out to a good standard and may be arranged with us subject to payment of an agreed fee. The workmanship and stability of the memorial niche, vault or block (excluding kerbsides, tablets (but not fixings supplied by us) and any painted lettering/gilding) is guaranteed for the lease term. As the memorials are made from natural materials variations in colour and texture due to weathering or exposure to other environmental factors, and minor movement due to 'settling in' of the memorial will not be viewed as defects or abnormalities in workmanship or stability.

MEMORIAL QUALITY & CARE INFORMATION

- Memorials sold by Cheltenham's Bereavement Services for use within Cheltenham's Cemeteries, are all fitted in accordance with Cemetery rules. All memorials are compliant, and conform to, all current safety standards.
- Any structural defects, abnormalities or concerns with the memorial should be reported immediately upon discovery by you.
- You are advised that the longevity of any gilding/painted lettering will depend on environmental and other factors, for example, tree fall, lichen, bird droppings, mould or the use of incorrect cleaning products or methods of cleaning etc. Likewise, as the memorial itself is made from a natural material it may vary from time to time in colour and texture due to weathering or exposure to other environmental factors.
- Memorial cleaning wipes are provided with the purchase of the memorial, with clear guidance on their use. Please use these to clean your memorial, if needed, in accordance with the guidance. We will not undertake any cleaning of memorials.
- **You should use approved cleaning wipes and methods or mild application of soapy water to clean the memorial. Do not scrub lettering or design work with abrasives, brushes or toothbrushes as this will remove paint and gild.**

Signing the Order Form gives rise to an agreement between you and us that incorporates these Terms and Conditions.