

# **FERRYBANK ROMAN CATHOLIC PARISH CEMETERY INCORPORATING ST KILLIAN'S CEMETERY**

## **TERMS AND CONDITIONS**

*The Terms and Conditions set out below, together with the Schedule of Costs, were ratified at an ordinary meeting of Ferrybank Pastoral Council on 24th August 2020 and shall govern the operation and management of the Graveyard of Ferrybank Roman Catholic Parish, in the Diocese of Ossory, and incorporating St Killian's Cemetery, hereinafter referred to as 'The Parish Cemetery'.*

*These Terms and Conditions shall apply from 1st September 2020 & remain in effect until amended or otherwise by the Parish Priest of Ferrybank who may, from time to time, revise these rules and regulations and make reasonable administration and rules for the conduct of the cemetery.*

## **OPERATION AND MANAGEMENT OF THE CEMETERY**

1. The Parish Priest or Parish administrator duly appointed shall be solely responsible for the management of The Parish Cemetery and the setting of rules and revision of said rules from time to time. The Parish Cemetery is the absolute private property of the Parish. The right of burial in the cemetery is granted subject to the decrees and canons of the Catholic Church and the rules and regulations of the Parish Cemetery in force at any particular time. A Cemetery Committee chaired by the Parish Priest will advise in matters relevant to the management of the Parish Cemetery.

## **PURCHASING A RIGHT OF BURIAL**

2. A right of burial in The Parish Cemetery is ordinarily purchased at the time of death. No one (including parishioners) has any automatic right to purchase the right to be buried in the Parish Cemetery. The Parish Priest may determine from time to time that the purchase of a right of burial can be made in advance. Rights of burial are purchased subject to the absolute discretion of the Parish Priest.
3. The Parish Priest reserves the absolute right to refuse to sell a right of burial without having to give any reason for his decision and the Parish Priest for the time being will set the cost of purchasing a right of burial in the Parish Cemetery and which cost will be reviewed periodically. The sale of a right of burial to a third party is not permitted.
4. The purchase of a right of burial is a permission to bury in The Parish Cemetery and does not confer any right of ownership or tenancy or any other occupation of rights of any nature to the said plot on any family or individual. The Parish shall continue to exercise its right of ownership to the land at all times. Only one individual is recognised as the registered holder of a right of burial

## **ALLOCATION OF BURIAL SPACES**

5. Burial plots are allocated following the purchase of a right of burial. Unless otherwise directed by the Parish Priest, all burial spaces are allocated strictly in rotation.

## **EXERCISING A RIGHT OF BURIAL PURCHASED**

6. The right of burial purchased shall only be exercised in respect of:
  - (a) the holder of a right of burial i.e. the individual named on the certificate and / or receipt issued by or on behalf of the Parish or the surviving spouse of the holder of a right of burial.
  - (b) A person or persons having a close and relevant connection to the holder of the right of burial, provided that such persons produce evidence of a close and relevant connection to the holder of the right of burial to the satisfaction of the Parish Priest and satisfactory documentary evidence that other persons

who enjoy a close and relevant connection to the holder of the right of burial have no objection to the said person exercising such a right of burial.

### **TRANSFERRING A RIGHT OF BURIAL**

7. If the lawful holder (or surviving spouse of the lawful holder) of a right of burial wishes to transfer the right of burial to another person having a close and relevant connection to the lawful holder of the right of burial, he / she must complete a Letter of Transfer & satisfy the parish priest that he / she is doing so free from undue influence from any other party .
8. In the event of the original lawful holder (or surviving spouse of the lawful holder) of a right of burial being deceased, the transfer of ownership of burial rights can only proceed when satisfactory documentary evidence of a close connection to the deceased holder of a right of burial is produced & confirmation that other persons who enjoy a close and relevant connection to the original holder of the right of burial have no objection to the said person becoming the new holder of such a right of burial.

### **ADJUDICATION OF DISPUTES**

9. The Parish Priest reserves the absolute right in his sole discretion to allow any burial or to refuse to open, or allow to be opened, an existing grave to facilitate further burials and will not, in any circumstances, adjudicate in disputes regarding the opening of graves or additional burials in an existing grave, or any other matters of dispute that arise between family members.

### **NOTIFICATION OF BURIALS TO THE PARISH**

10. Notification of all burials, including burial of cremated remains, must be made and consent given prior to interment, to the Parish Office by the Funeral Undertaker reserved by the representatives of the deceased. No grave shall be opened without the express consent of the Parish Priest, Parish administrator or other lawfully appointed person.

### **LAWS GOVERNING BURIALS & THEIR APPLICATION**

11. All burials in The Parish Cemetery shall be in accordance with such laws as are from time to time in force in relation to the operation of burial grounds and interment. It shall be the responsibility of the person purchasing or exercising the right of burial on behalf of the deceased to ensure compliance with such laws and in this regard such individual(s) will be deemed responsible for the actions or omissions of any such service providers that he/she/they engage including, but not limited to, undertakers, gravediggers, and monumental works providers. In particular, regard shall be had to the following, this not being an exhaustive list:
  - a) The size of a single grave space shall be 2.1336m long by 1.0668m wide (31/2' x 7')  
The size of a double grave shall be 2.1336m long by 2.4384 wide (8' x 7')  
Any plot opened for the first time must be sunk to a perpendicular depth of 2.45m (8') at a minimum.
  - b) Except in exceptional circumstances, one person only shall be buried in a grave at any one time. A limited number of burials only may take place in any given grave and the Parish Priest shall make the final decision as to whether a grave may or may not be opened to facilitate a burial. The factors to be taken into account include the number of previous burials, the remaining depth below the ordinary surface level of the grave from the last burial, and the general condition of the ground. When a request is made to open a grave, the grave will be investigated to establish the depth and condition prior to making any decision in this regard. However, if on re-opening any grave, the soil is found to be offensive such soil shall not be disturbed. In no circumstances shall human remains be removed from the grave.

- c) The lid or upper surface of every coffin interred shall be no less than 1.22m (4') from below the ordinary level of the ground above.
- d) All grave openings and burials shall take place during daylight hours except with the express written permission of the Parish Priest.

### **HOW ACCESS TO THE CEMETERY IS ACHIEVED FOR WORKS TO FUNERARY MONUMENTS**

- 12. Application to erect, renovate or make alterations to funerary monuments must be made to and consent to same given by the Parish Office prior to the commencement of any work. Access to the Cemetery will be provided and works may commence once the Parish Priest is satisfied that the proposed works are compliant with statutory health and safety regulations and these cemetery regulations.

### **REGULATIONS FOR ERECTION OF MONUMENTS & MAINTENANCE OF GRAVES**

- 13. No erection of funerary monuments or any works whatsoever will be permitted to be carried out on any burial plot by any persons until payment for right of burial purchased is received in full.
- 14. Headstones shall not exceed 1.524000m (5') in height or extend beyond the plot perimeters, except for a Celtic Cross headstone which may extend to 2.133600m (7') in height, the base of which must be contained within the plot perimeters.
- 15. No kerbing is permitted around new or existing graves. A plinth may be installed at the base of headstones to accommodate floral tributes, mementos, etc.
- 16. Encroachment upon burial plots used by other holders of a right to burial, or on any piece of land beyond the boundary of a said burial plot is strictly forbidden. The Parish accepts no responsibility or liability for any encroachment. In such circumstances the cost of providing another burial plot will be borne by the individual deemed responsible for the encroachment.
- 17. The Parish priest accepts no responsibility or liability for any loss, damage or injury to any person or property howsoever incurred (including headstones) in The Parish Cemetery.
- 18. Floral tributes or mementos of any kind not accommodated on a plinth installed at the base of the headstone are not permitted on graves after a period of two months has elapsed. The Cemetery Committee and the Cemetery Caretaker reserve the right to remove any such objects in order to provide for the proper maintenance of the Cemetery. No trees or shrubs shall be planted on any grave in the cemetery.
- 19. No other headstones, monuments, statues or other permanent memorials will be permitted and any erected in contravention of these terms and conditions, if not removed within 30 days of a demand by the Parish Priest, will result in the offending item being removed and the costs of the said removal shall be borne by the individual deemed to be responsible for the erection of the said item.
- 20. The maintenance, appearance and safety of graves and memorials remains the responsibility of the owner of the right of burial and should be carried out in compliance with these terms and conditions. The repair and or removal of broken memorials is the responsibility of the owner of the right of burial.
- 21. The Parish accepts no responsibility for memorials or their safety and security. Once a memorial is erected it remains the property of the family of the deceased, who are responsible for maintaining it in a safe condition at all times. If a memorial is damaged or is in a dangerous state, and as a result injury is caused to a third party, then the responsibility shall lie with the family of the deceased. The parish shall not be responsible for damage to memorials caused by water, ground shifting, inadequate design, defective foundations, poor workmanship.

## **BEHAVIOURS, ACTIVITIES & SUBSTANCES WHICH ARE PROHIBITED IN THE CEMETERY & RESERVED RIGHTS OF ACCESS TO THE CEMETERY**

22. Ferrybank Parish Cemetery is a sacred place where the remains of the deceased rest and it must be treated with respect by all who enter onto the property.
23. No drugs and/or alcohol shall be consumed in the Cemetery at any time.
24. Any offensive or anti-social behaviour shall be reported to An Garda Síochána.
25. Dogs shall not be permitted in the cemetery with the exception of guide dogs.
26. Illegal dumping and littering in The Parish Cemetery are strictly forbidden.
27. The wilful defacing, or destruction of graves or funerary monuments is a serious matter. As they are the property of the the owner of the right of burial it is their responsibility to report such matters to the Gardai
28. Members of the Public and Visitors to the Church and The Parish Cemetery should be aware that CCTV cameras are in operation.
29. The Parish reserves the right to prohibit access to the cemetery by any individual or group without having to give any reason.
30. The Parish reserves the right to prohibit public access to The Parish Cemetery for unspecified periods of time .
31. The Parish reserves the right to prohibit access to the cemetery when this is necessitated by health and safety concerns, security issues, and maintenance requirements.

## **SCHEDULE OF COSTS**

The Parish Priest reserves the right to determine the schedule of dimensions and costs.