



## **TERMS AND CONDITIONS OF USE OF ESKER LAWN CEMETERY**

By using, entering onto, or purchasing an exclusive right of burial from Esker lawn Cemetery, a person agrees to be bound by and comply fully with these Terms and Conditions.

### **INTERPRETATION OF TERMS**

Throughout these Terms and Conditions the use of the following terms shall have the following meanings:

The **Company** shall mean Esker Lawn Cemetery Ltd.

**Cemetery** shall mean any Cemetery or Burial Ground under the control or in the ownership of the Company.

**Grant** shall mean a written grant of exclusive right of burial issued by the Company to a grantee.

**Grant and Receipt** shall mean a Grant and a written acknowledgement of payment for that Grant issued by the Company to a grantee.

**Grave Space** shall mean an area designated for the burial of persons, and cremated remains.

**Lawn Cemetery** shall mean a Cemetery or part of a Cemetery wherein kerbs or other such items shall not be permitted and where all parts of the Cemetery comprising burial plots shall be maintained as grassed areas

**Plot** shall mean an area of the Cemetery consisting of Grave Spaces otherwise described as a single, double, or treble plot.

**Member Of the Same Family** shall mean the Father, Mother, Husband, Wife, Partner, Son, Daughter, Sister, Brother, Aunt, Uncle, Niece, Nephew, Grandparent or Grandchild of the persons interred in a specific grave.

**Cemetery Office** shall mean the office at Esker Lawn Cemetery, Lucan-Newlands Road, Lucan, Co Dublin where the administration for all services provided by the Company are carried out.

## **2.FUNERALS**

### Hours

**2.1** Funerals and interments shall be permitted only during the following times:-

Monday to Saturday 10am – 2pm, excluding bank holidays.

**2.2** Funerals outside of these times shall be permitted only with the specific agreement of the Company and by arrangement with the Company, and may incur an additional fee.

### **Notice**

**2.3** Orders for burials, including all necessary information (which shall include all information sought by the Company in its sole and exclusive discretion) must be furnished to the Cemetery Office as early as possible and at the latest by 12.00 noon on the day preceding interment. Where the interment is to take place on a Monday the order and other necessary information, must be received by the Cemetery Office before 12.00 noon of the preceding Saturday, at the latest.

**2.4** Without limitation to the preceding paragraph, the necessary information shall include, at a minimum, the following:-

- Name and age of deceased.
- Last residence of deceased.
- Place of death.
- Time and place of funeral service.
- Date and approximate time of arrival of funeral cortege.
- Size of coffin, detailing width, length and depth including handles and any ornate mountings.
- Name and contact details of funeral director.
- In the case of an infant, a medical certificate or letter from relevant hospital.
- In the case of cremated remains, a certificate from the crematorium.

### **Time of arrival**

**2.5** It is essential that the arrival of all funerals be regulated by the Company, so as to facilitate the management of previous funerals and the management of the car park

## **3. INTERMENTS**

### First Interment

**3.1** Each grave, when opened for the first interment therein, shall be sunk to the perpendicular depth of 8ft (244cm) at least, or in case the nature of the sub-soil will not permit the grave being sunk to such depth, then to such lesser depth which the Company shall specify. The Company's decision in that regard shall be in its sole and exclusive discretion, to be exercised as it sees fit and shall be final.

## **Mode of Burial**

**3.2** No interment shall be permitted in the Cemetery, nor shall any deceased person be admitted into any place of reception of bodies previous to interment, unless the body is enclosed in a coffin of wood or other sufficiently strong material. Cardboard coffins are not permitted. Cremated remains must be contained in an urn. Urns for interment in the columbarium walls must be no more than 145mm in diameter and no more than 265 mm high. Urns for burial in a grave or in a wall space must be no more than 290mm (L), 230mm (D) , 140 mm (H). Scattering of cremated remains is not permitted under any circumstances.

## **Interruption of Interment**

**3.3** No person shall prevent or attempt to prevent, the lawful interment of any person in the Cemetery. No person shall prevent or disturb the lawful celebration of funeral rites over any person.

## **Exhumation**

**3.4** No grave shall be opened nor shall the remains of any body be removed from a grave nor transferred from one place of burial to another except under the circumstances and subject to the conditions specially provided by law in that regard, and with the prior written consent of the Company and upon payment of the prescribed fees. In particular, a valid Exhumation Licence will be required as a minimum pre-requisite. Queries in that regard should be directed to the Local Health Officer of South Dublin County Council.

## **4. FUNERAL DIRECTORS**

**4.1** All funeral directors engaged in providing funeral services at the Cemetery shall have in place Public Liability Insurance cover to a minimum value of €6.5 million, Employers Liability Insurance Cover to a minimum value of €13 million and Product Liability Insurance Cover to a minimum value of €6.5 million. All policies shall be extended to specifically indemnify the Company against any or all claims which may arise.

**4.2** Funeral Directors must ensure that coffins/caskets are fitted with handles that will support the lowering of the coffin.

**4.3** All persons who opt to carry a coffin within the cemetery do so at their own risk. No liability whatsoever will be accepted by the cemetery company for any injury, damage or accident caused relating to the carrying of a coffin.

## **5. GRAVES**

### **Excavation**

**5.1** The excavation of graves, other than by authorised persons of the Company or other persons approved by the Company, is strictly prohibited.

## **Capacity**

**5.2** The Company reserves the right to determine the capacity of each Grave Space in excess of the number of guaranteed burials and inurnments rights which are specified on the grant of exclusive burial rights certificate issued to a purchaser at the time of purchase, any requests for additional burial rights are strictly subject to a depth test and is subject to the payment of the prevailing fee for the test, the decision as to the results of this depth test are final.

## **Grave Spaces**

**5.3** The area to be used for graves shall be divided into Grave Spaces, to be designated by a marker, so that the position of each grave is readily ascertained.

**5.3a** The Cemetery company reserves the right to modify the cemetery layout and add burial/ interment spaces as it sees fit.

## **Planting of Trees**

**5.4** No trees shall be planted on any Grave space in the Cemetery.

## **Shrubs and Flowers**

**5.5** The planting of shrubs and flowers in the cemetery is not permitted. The placing of flowers on the lawned area of a grave is permitted for a period of 5 weeks following the most recent interment, after which time all flowers and other items must be placed in the flower holders or on the headstone plinth. All withered flowers will be removed by Cemetery staff. No Plastic flowers or wreaths are permitted in any area.

## **6. REGISTER OF BURIALS**

**6.1** A register of burials("hereinafter referred to as the register") shall be kept in the Cemetery office and also recorded on a clouds based computer system, this register is accessible in the Cemetery office for reference by authorised persons of the company.

**6.2** No person, except authorised persons employed by the Company, shall be permitted to record entries in the Register.

**6.3** The Company shall own all intellectual property rights (including all copyrights, patents, trade marks, database rights, trade secrets whether registered or unregistered) which subsist in the Register and its content and underlying software.

## **7. PURCHASE OF EXCLUSIVE RIGHTS OF BURIAL / INTERMENT**

**7.1** The right of an exclusive right of burial in any new grave must be purchased before a burial/ interment can be permitted.

**7.2** The Grant shall vest in the grantee an exclusive right of burial / interment only in a grave or interment Space in perpetuity.

**7.3** The Grant and Receipt issued constitutes the owner's right of burial. As the details depend on the accuracy of the information supplied, the Company shall not be liable for any errors in the Grant as issued. The company will only recognise One person as the owner of any grave/interment space

## **8. HEADSTONES / MONUMENTS**

**8.1** Should the purchaser of a plot wish to erect a headstone it must be in a form and manner to be approved by the Company which must also comply with the design which strictly conforms with the selection of headstones which have been pre selected by the Company, no alternative colour, style or design of headstone are permitted. Examples of the permitted headstones are contained at the end of this document.

## **9. TRANSFER OF EXCLUSIVE RIGHT OF BURIAL**

**9.1** The exclusive right of burial cannot be sold or transferred to any party other than to the Company.

**9.2** An exclusive right of burial may be transferred to a specific member of the same Family, strictly subject to the prior written agreement of the Company, where the owner of such right

- a) Notifies the Company in writing that they wish to assign such right to a specified member of the same family member and relinquish any such right, and
- b) Pays the Company the prevailing administrative fee at the time of transfer

**9.3** By agreement, the owner of an exclusive right of burial may surrender such right or transfer such right to the Company.

In the case of the death of the owner of an exclusive right of burial, the exclusive right of burial shall pass to the deceased's owner's next of kin, subject to and in accordance with any testamentary disposition.

## **10. FILMING/PHOTOGRAPHY**

**10.1** Any person who has been approved by the Company to engage in commercial Filming/Photography in the Cemetery must provide

- a) The required liability insurance,
- b) The relevant fees prescribed by the Company.

**10.2** For the purposes of Clause 10.1 the required liability insurance shall be Public Liability Insurance cover to a minimum value of €6.5 million, Employers Liability Insurance Cover to a minimum value of €13 million and Product Liability Insurance Cover to a minimum value of €6.5 million. All policies shall be extended to specifically indemnify the Company.

## **11. CASUAL TRADING**

11.1 No persons shall engage in casual trading at or in the Cemetery, including without limitation, within the boundary of or at the entrance to the Cemetery.

## **12. WORKS IN THE CEMETERY**

12.1 No persons shall engage in works within the Cemetery except those requested/ authorised by the Company.

12.2 Clause 12.1 shall apply without limitation to sculptors, monument / gravestone suppliers or landscapers unless such persons or entities have obtained prior permission from the Company, paid such fees as may be prescribed by the Company in its sole and exclusive discretion, presented valid public liability insurances to the satisfaction of the Company and complied with such other conditions as the Company may see fit to impose

## **13. VISITORS**

13.1 Visitors to the Cemetery shall enter only by means of the entrance.

13.2 Visitors driving into the Cemetery do so at their own risk. The Company does not accept any responsibility for any theft from or damage to vehicles or other property belonging to visitors.

13.3 Visitors shall not interfere with any of the headstones or with any flowers shrubs or wreaths within the Cemetery.

13.4 Children under 12 must be accompanied by an adult.

13.5 The Company disclaims any liability to persons who suffer injury or damage in any way while acting contrary to these Terms and Conditions.

## **14. MISCONDUCT/NUISANCE**

14.1 Any agent of the Company shall at any time be entitled and at liberty to remove from the Cemetery any person who is, according to the reasonable belief of the Company is guilty of misconduct therein and to prevent any person from entering the Cemetery at prohibited times.

14.2 Misconduct shall include but not be exclusive to the following:-

- Dumping, fly tipping, theft, assault, driving without due care, playing radios or stereos or other music.

- Creating noise levels that the Company considers amount to a nuisance.
- Be under the influence of or consuming alcohol or drugs within the Cemetery boundary.
- Wilfully deface, destroy or damage any building, wall, fence, monument, headstone, noticeboard or any other article belonging to the Company or deed holders of a plot.
- Remove any tree, shrub or flower therein.
- Put up any sign or notice on any wall or gate
- Play any game or sport therein.
- Disturb any persons assembled in the Cemetery for a burial.
- Commit any nuisance within the Cemetery.
- The use of drones within the Cemetery is strictly prohibited

## **15. MONUMENTAL SCULPTORS/STONEMASONS**

**15.1** Any monumental sculptor or stonemason wishing to carry out work in the Cemetery must be registered with the Company and hold an annual work permit. The annual work permit is due for renewal on the 1st January each year and is subject to a registration fee of €495. An applicant for such an annual work permit who applies for same after 1 January in any given year may be granted an annual work permit valid until 31 December of that year, but will be required to pay the entire registration fee of €495.

**15.2** The monumental sculptor or stonemason shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) (together “the Losses”) suffered or incurred by the Company arising out of or in connection with any work carried out in the Cemetery by such monumental sculptor or stonemason.

**15.3** Strictly without prejudice to the foregoing, all monumental sculptors and/or stonemasons shall also have in place Public Liability Insurance cover to a minimum value of €6.5 million, Employers Liability Insurance Cover to a minimum value of €13 million and Product Liability Insurance Cover to a minimum value of €6.5 million (together, “the Insurances”).

**15.4** The Insurances shall be maintained in accordance with good industry practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the insurance market from time to time.

**15.5** The monumental sculptor or stonemason shall ensure that their public and products liability insurance policy names Esker lawn cemetery Ltd in order to indemnified the company in respect of claims made against the Company by third parties.

**15.6** The monumental sculptor or stonemason shall have the Insurances in place prior to being granted an annual work permit and within 15 working days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Company, that the Insurances are in force and effect and meet in full the requirements of this Clause. Receipt of such evidence by the Company shall not in itself constitute acceptance by the Company or relieve the monumental sculptor or stonemason of any of its liabilities and obligations under this document.

**15.7** The monumental sculptor or stonemason shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

**15.8** The monumental sculptor or stonemason shall notify the Company in writing at least 5 working days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances. If such cancellation, suspension, termination or non-renewal arises, the Company shall have the right to immediately and without notice revoke the annual work permit of the monumental sculptor or stonemason and refuse to allow it access to the Cemetery or to perform works until such time as alternative Insurances are in place.

**15.9** All monumental sculptors or stonemasons and their staff and contractors must have a current Safepass and Manual handling certificate which should be submitted with all work permit applications and should also be available for inspection upon request at any time, any such monumental sculptor or stonemason, member of staff or contractor who does not produce a current Safepass and Manual handling certificate when requested will be required to immediately cease work at the Cemetery.

## **16. MONUMENTS**

**16.1** No headstones or monuments of any kind will be permitted on any grave unless:

(a) Plans for such headstone are submitted to, and approved by the Company in advance. Such plans shall include a sketch of the proposed headstone or monument, showing dimensions and inscriptions, to include the full wording of such inscription.

(b) The exclusive right of burial has been purchased.

(c) The design strictly conforms with the selection of headstones which have been pre selected by the Company, no alternative style or design of headstone are permitted. No monumental supplier details are permitted to appear on any part of the headstone or base. Additional inscriptions must be authorised in writing by the registered owner of the exclusive right of burial in respect of the Plot concerned (or, if the registered owner is deceased, by all next of kin), and must be approved in advance by the Company.

(d) The current foundation fee has been paid.

(e) A full written risk assessment has been carried out and submitted with the permit application

(f) A method statement relevant to the works being proposed for a particularly named plot is submitted with the permit application

(g) No headstone may be erected, renovated, or removed except with the authority in writing from the registered owner or the registered owner's next of kin.

**16.2** No headstone will be allowed to be erected without a suitable foundation and no headstone shall be erected without a base. The registered grave number must be stated on the submitted design drawing and all monuments must conform with the selection of headstones which have been pre selected by the Company. Foundations must be constructed by the Company and all current fees owed to the Company for such construction are discharged in full prior to the erection of the headstone. No headstone will be permitted to be erected on any grave or Plot purchased through a funeral director unless and until the funeral director confirms to the Company that full payment of their fees and outlays have been made in full.

**16.3** If the registered owner is deceased a written agreement must be signed by all next of kin in order to erect a new monument or to replace an existing one.



**16.4** The funeral director's grave marker is permitted to remain in place for a period of 12 months from the date of burial and thereafter will be removed. the preceding sentence, no other type of grave markers are permitted within the Cemetery and any such markings will be removed immediately.

#### **17. ON SITE WORKS:**

**17.1** No Headstones will be allowed to be brought into the Cemetery unless:-

- a) All monuments must be ready for erection, complete with inscription and registered number before being brought to the Cemetery.
- b) Every inscription must contain the name, date of death of the deceased and if interred elsewhere, stated as such.
- c) All monumental work in the Cemetery must be carried out continuously and completed with reasonable expedition.
- d) Vehicles conveying monuments will not be admitted during funeral hours, these are 10am – 1pm, this is subject to change, prior authorisation to convey monuments or to undertake works must obtained from the Company before entering the Cemetery grounds.
- e) Where authorisation to carry out Monumental works has been obtained, Monument sculptors must cease for so long as directed by the Company in any area where a burial is taking place.
- f) All work in the Cemetery must be performed within the normal working hours, which shall be deemed to be 9am to 4pm Monday to Friday.
- g) Monumental sculptors or stonemasons and their employees will not be admitted to the Cemetery to carry out work on Saturdays, Sundays, public holidays and other non- working days.

**17.2** The company shall have no responsibility in relation to inscriptions carried out by a third party contractor

**17.3** Monuments must at all times be kept in good repair.

**17.4** The following conditions also apply to headstones & monuments,

- a) The erection of monuments is permitted under the express condition that they are kept in good repair by their owners.
- b) The Company will remove monuments that become dangerous or fail to comply with design rules.
- c) Owners of monuments or headstones shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all

interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the monument or headstone or the condition or state of repair thereof.

d) Under no circumstances can the Company guarantee the preservation of any monument nor accept any responsibility for any damage or accident thereto.

e) The Company may take down any headstone or monument which shall have been erected contrary to the terms and conditions upon which permission to erect same was granted or in the event of it being erected without approval of the Company.

## **18. PARKING**

**18.1** Car parking is available within the designated car parking area within the cemetery or in other areas as directed by a member of the Cemetery staff. Parking on residential roads adjacent to the cemetery is not permitted.

**18.2** The designated car parking area at the Cemetery is open from 8am to 4pm during winter (September to March inclusive) and 8am to 9pm during summer (April to August inclusive). Vehicles which remain in the designated car parking area at closing time each day shall be locked into the designated car parking area until such a time as a keyholder has been advised and the gate can be reopened. The Company takes no responsibility for when that might be on any given occasion and shall have no responsibility or liability whatsoever for any delay in same.

## **19. VARIATION OF TERMS AND CONDITIONS**

**19.1** These terms and conditions may be varied at any time by the Company and current published version of the terms and conditions shall supersede any prior versions.

