

## **MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is agreed the 1<sup>st</sup> of May 2016

**BETWEEN**

- (1) **AMPFIELD PARISH COUNCIL**
- (2) **THE PAROCHIAL CHURCH COUNCIL OF THE PARISH OF AMPFIELD**
- (3) **THE REVEREND VICTORIA ASHDOWN Vicar** of the Parish of Ampfield

1. Ampfield Parish Council is the burial authority for the Parish of Ampfield and owns and administers the land shown edged red on the plan annexed hereto which is the parish burial ground described in this agreement as the "Burial Ground".

2. Ampfield Parish Council may delegate to Ampfield Parochial Church Council the administration of the Burial Ground.

3. The parties enter into this Agreement to regulate the administration of the Burial Ground in accordance with the provisions of the Local Authorities Cemeteries Order 1977 and agree as follows:-

### **A. Commencement Date**

The commencement date of this Agreement is May 2016. The date of the first burial in the Burial Ground was 23<sup>rd</sup> December 2003.

### **B. Administration**

- (i) Ampfield Parish Council laid out the Burial Ground in consultation with Ampfield Parochial Church Council
- (ii) Ampfield Parochial Church Council administers the Burial Ground on behalf of Ampfield Parish Council
- (iii) The Vicar will hold a map of the Burial Ground and will allocate burial plots and carry out other necessary ancillary actions. With effect from 1<sup>st</sup> January 2008 the Vicar will maintain a separate burial register, held in the church vestry, to record details relating to the Burial Ground.

### **C. Fees**

Fees for burials, monuments, searches and copies of entries in burial registers will be charged in accordance with the table of parochial fees as set out in any Fees Order made from time to time by the Archbishop's Council pursuant to the Ecclesiastical Fees Measure 1986 as if the Burial Ground were part of a churchyard, and a copy of the current table of fees is attached to this Agreement.

#### **Funeral service fees:**

- (a) that part of the fee which, in respect of a churchyard, would pass to the Parochial Church Council under the Fees Order will be paid to Ampfield Parish Council as the burial authority
- (b) that part of such fee which would be payable to the Diocesan Board of Finance will be paid to them, via the Parochial Church Council Treasurer.
- (c) fees will be passed to the Clerk of Ampfield Parish Council as soon as they are received

## **Fees for Monuments and Memorials**

The entire fee is paid to Ampfield Parish Council as the burial authority.

### **D. Reservation of burial plots**

The parties agree that there will be no right on the part of the public to reserve burial plots except as provided in the Code of Practice attached.

### **E. Eligibility for Burial**

Those to be buried in the Burial Ground should meet the following criteria:

- Parishioners from either the Civil or Ecclesiastical Parish of Ampfield
- Regular worshipping members of St Mark's Church, Ampfield who are on the Church's Electoral Roll
- Any person with a close connection to the Parish, but not falling within any of the above 2 categories, to be decided by Ampfield Parish Council in consultation with the Vicar.

Eligibility for burial may be presumed to have lapsed if it is claimed more than 10 years after the person concerned ceased to qualify under one of the categories above.

### **F. Application for Memorials**

Application for Memorials in the Burial Ground will be made to Ampfield Parish Council through the Vicar who will make sure that the proposed memorial is within the limits of the directions issued by the Chancellor of the Diocese of Winchester to Incumbents in relation to churchyards within the said Diocese (as amended from time to time). The Vicar will advise Ampfield Parish Council, through the Clerk, as regards the acceptability or non-acceptability of the application. The decision rests with Ampfield Parish Council.

### **G. Administration and costs**

- (i) The Parochial Church Council will receive the annual sum of £200 from the Parish Council as payment for the additional administration relating to the Burial Ground. Payment will be made in April of each year whilst this agreement subsists.
- (ii) The payment will be reviewed by the parties on each occasion that the Agreement is reviewed under clause H (i).

### **H. Review and termination provisions**

- (i) This Agreement shall be reviewed every three years.
- (ii) This Agreement may be terminated at any time by Ampfield Parish Council or the Parochial Church Council by giving not less than 6 month's written notice to the Parochial Church Council or Ampfield Parish Council, as the case may be, and at the expiry of the notice the Agreement will absolutely cease and determine. On expiry of the notice the burial register and all relevant papers shall be returned to Ampfield Parish Council.
- (iii) Where there is neither an Incumbent nor Priest-in-Charge in the Ecclesiastical

Parish of Ampfield:-

- (a) Ampfield Parish Council may appoint, with his or her consent, any other member of the Parochial Church Council to perform the functions of the Vicar under this Agreement
- (b) upon the institution of any new Vicar or Priest-in-Charge to the Parish he or she shall be invited to accept in writing the function of the Vicar or Priest-in-Charge under this Agreement but shall be under no obligation to do so

**I.** Ampfield Parish Council shall indemnify the Vicar and the Parochial Church Council against all liabilities, costs, claims and expenses (save the day-to-day expenses of management of the **Burial Ground** to the extent that the same are the responsibility of the Parochial Church Council under this Agreement) incurred by the Parochial Church Council or the Vicar in the carrying out of their obligations and functions under this Agreement and shall maintain appropriate insurance against claims by third parties in respect of damage loss or injury on or in connection with the **Burial Ground**.

**SIGNED by The Reverend VICTORIA ASHDOWN** .....

**SIGNED** for and on behalf of .....

**THE PAROCHIAL CHURCH COUNCIL**  
**OF THE PARISH OF AMPFIELD BY**

in the presence of:

Witness .....

Address .....

.....

**SIGNED** for and on behalf of **AMPFIELD**

**PARISH COUNCIL** by the **CHAIRMAN** .....

**Bryan Nanson**

**and Clerk to the COUNCIL** .....

**Doreen Matthews**