



The Queen's Hall
High Street
Cuckfield
West Sussex
RH17 5EL

01444 451610
01444 454276

Full Council Meeting

Date: 1st April 2021

Agenda Item FC126: To consider the proposed changes to the Grave Digging Contract

1. Introduction

We currently renew our contract with Jeremy Batchelor (JB) for digging graves required at the burial ground. The latest contract was recently issued; however several queries have been raised which require consideration by Council before the contract will be signed.

The contract issued is the same as it always has been, however JB has noticed some anomalies which he would like to have changed to reflect the way he currently works at the burial ground.

The contract is attached to this report.

2. Changes Requested

Section 8

It is stated that 'No machine work is to take place on a Sunday.'

JB would like this removed to reflect the fact that due to the broad range of churchyards and cemeteries he looks after, on occasion he has no choice but to perform work on a Sunday.

Section 11

'...and failure to maintain that high standard may result in monthly remuneration (or part hereof) being suspended. Repeated breaches may result in the contract being cancelled.'

JB would like the wording to be changed as follows: 'Any apparent failure to maintain that high standard will be discussed at a meeting between the parties and rectification measures agreed.'

Sam Heynes
Parish Clerk/RFO
22nd March 2021

CONTRACT

Cuckfield Parish Council
The Queen's Hall
High Street
Cuckfield
West Sussex RH17 5EL

and

J R C Batchelor
2 Brookside
Cowfold Road
Bolney
West Sussex RH17 5QX

This CONTRACT is hereby made on 1 January 2021 for a period of 3 years between **Cuckfield Parish Council** (hereinafter referred to as CPC), The Queens Hall, High Street, Cuckfield West Sussex RH17 5EL and **J R C Batchelor** (hereinafter referred to as the Contractor), 2 Brookside, Cowfold Road, Bolney, West Sussex RH17 5QX.

1. The Cemetery Registrar will, on behalf of CPC, carry out the following:

- 1.1 Ensure that each grave to be excavated will be properly identified by placing a marker (where circumstances prevent the placing of a marker see 2.2 below).
- 1.2 Prepare and forward a grave digging order prior to any excavation work commencing.

2. The Contractor, will ensure:

- 2.1 The location of the marker must be checked against the grave digging order.
- 2.2 If no marker has been placed or there is doubt about the location of the marker the grave must be identified using the cemetery plan and grave number on the grave digging order.
- 2.3 The area to be excavated must be accurately marked out centrally within the grave space and to dimensions that are sufficient to install shoring and allow free passage of the coffin.
- 2.4 Adequate shoring and walk boards must be installed in accordance with proper practices.
- 2.5 Adjacent memorials and turf must be protected against soiling or damage.
- 2.6 Each grave must be excavated to the depth as identified on the grave digging order. Should for any reason it be identified that the depth cannot be achieved the Cemetery Registrar must be contacted immediately.
- 2.7 Graves must be backfilled and consolidated in stages with the progressive removal of shoring.
- 2.8 Any floral tributes must be neatly arranged on the grave.
- 2.9 All tools and equipment must be removed and the area left in a tidy condition.
- 2.10 If collected at the time of the burial, the Registrar's certificate, Coroner's Order for Burial or other certificate must be delivered to the Cemetery Registrar at the earliest possible time.
- 2.11 Previously buried human remains, including cremated remains, must not be disturbed. If this occurs by accident work must cease and the Cemetery Registrar must be informed immediately.

3. The Contractor and its employees have a duty to observe the legislation as set out by the Health and Safety at Work Act 1974 and all subsequent amendments, including, but not restricted to;

- 3.1 Highway Signing and Guarding;
- 3.2 Safe Handling and Maintenance of Equipment;
- 3.3 Safe Working Practices;
- 3.4 COSHH Regulations.

The above may apply to any work undertaken as part of this contract. The Contractor must adhere to any changes of safety legislation during the period of the contract.

4. A duty of care is placed on the Contractor to report to CPC any defects and/or incidents arising whilst undertaking any work as part of this contract.
5. The Contractor will be expected to liaise with customers and members of the public as appropriate.

6. A duty of care is placed on the Contractor to report to CPC any accidents arising whilst undertaking any work as part of this contract.
7. All staff employed by the Contractor must be fully trained in the appropriate deep hole excavation and backfilling (burial) techniques. The same applies to any machinery operation.
8. Interments may be in progress during your works, which will require a degree of sensitivity on the part of your staff. **No machine work is to take place on a Sunday or when a funeral is in progress.** All mechanised equipment must be turned off where visitors are within twenty (20) feet. The safety and well-being of visitors to the cemetery is paramount and must be given the highest priority at all times.
9. You will be liable for any damage caused by yourself or operatives and will be required to make good any such damage, and also for any claims for compensation arising from your actions or omissions.
10. CPC requires all contractors to carry Public Liability Insurance of £5 Million Limit of Indemnity. Copies of insurance certificates, and the contractor's Health and Safety Policy will be held on file at the office of CPC. The contractor is responsible for arranging the necessary Employer's Liability cover.
11. **The Burial Ground is an area of high Community value and CPC prides itself in maintaining it to a high standard and expects its contractors to do likewise. Regular quality control checks within the maintenance contract will be carried out and failure to maintain that high standard may result in monthly remuneration (or part hereof) being suspended. Repeated breaches may result in the contract being cancelled.**
12. CPC also reserves the right to use alternative contractors to rectify matters and deduct the cost of such from contract payment(s).
13. This contract can be terminated by either party by giving one month's notice in writing.
14. Price List and Payment Terms:

Single depth	£400
Re-open	£400
Double depth	£450
Triple depth	£550
Ashes loose/casket	£70
Additional fee for coffin lids 24" and over or special shaped coffins	£50
Additional fee for American style caskets	£100

Payment terms for burials are monthly in arrears based on actual activity.

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Sam Heynes, Parish Clerk, CPC

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Date

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Jeremy Batchelor, Contractor

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Date

Contact Details:

Sam Heynes, Parish Clerk, Cuckfield Parish Council
01444 451610

J R C Batchelor, Grave Digging Contractor
01444 811855 or 07500 537443

P Gallagher, Registrar and Cemetery Administrator, P & S Gallagher Funeral Directors
01444 417891 or 01444 239869