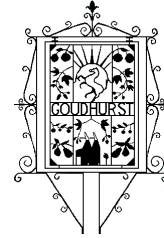


Goudhurst Parish Council

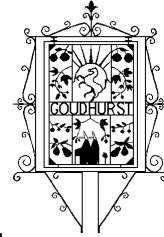


Burial Authority 19.03.24

MEETING
19 March 2024 13:00 GMT

PUBLISHED
12 March 2024

Goudhurst Parish Council



To: Cllrs Edward Hodgskin, Phil Kirkby, Geoff Mason and Mrs Caroline Richards.
Cllr Antony Harris (ex-officio). Rev. Rachel Robertson (advisor).

I summon you to a Meeting of the Burial Authority on Tuesday 19 March 2024, 1.00 pm at the Hop Bine, Goudhurst, where business detailed on this agenda will be discussed.

Goudhurst Parish Council recognise that there are continuing risks associated with COVID-19 and are supportive of individuals wearing masks in meetings and maintaining a social distance. We will continue to provide hand sanitiser at the entrance to the Village Hall. In order to keep everyone safe, please do not attend a meeting if you have COVID-19 symptoms or have tested positive for COVID-19 in the past 5 days. We will continue to review the risks and will comply with any future controls recommended or mandated by HM Government.

Members of the Public and the Press are welcome to attend this meeting. At the Chairman's discretion, 15 minutes will be set aside for questions from members of the public each one of whom may be invited to speak for a maximum of 3 minutes in total relating to items on the Agenda or about issues of local concern. Thereafter they have the right, and are welcome, to stay and observe the rest of the Meeting in accordance with the Public Bodies (Admission to Meetings) Act 1960, s1.

Please inform the Clerk if you intend to film or record the Meeting.

Claire Reed
Clerk to Goudhurst Parish Council
12 March 2024

Parish Council Office - The Hop Bine, Ranters Lane, Goudhurst, TN17 1HN
01580 212552 | clerk@goudhurst-pc.gov.uk | <https://goudhurst-pc.gov.uk> | 07494 117313

A quorum for the Burial Authority is 3 Members.

Agenda

Location
The Hop Bine, Risebridge Farm

Date
19 Mar 2024

Time
13:00 GMT

	Item	Page
1	Apologies for absence	-
2	Declarations of Interest	-
3	To resolve to approve the minutes of the Burial Authority Meetings held on 21 and 28 November 2023. Chair to sign as a correct record.	4
4	To receive questions and statements from the public and press.	-
5	To consider any memorial applications requiring a Committee decision.	11
6	To resolve to approve the expenditure of £360.00 for weed control on ashes plots, base of St Mary's church and St Mary's footpaths.	13
7	To consider the need for weed control in Kilndown Cemetery and to decide on any action needed.	-
8	To consider and make a decision on the the fee to be charged for plaques on the new memorial bench in the Burial Ground.	-
9	To consider and make a decision on the future timings of Burial Authority meetings.	-
10	Items for information	-
10.1	Removal of the cypress growing out of a grave in the Victorian Cemetery.	-
11	Next meeting Tuesday 19 June 2024, in the Church Rooms	-

Goudhurst Parish Council



BURIAL AUTHORITY

Minutes of a Meeting held on 28 November at 1.00pm in The Hop Bine

PARTICIPANTS

Councillors Present: Cllrs Antony Harris, Phil Kirkby, Geoff Mason and Caroline Richards.

Officers Present: Mrs Claire Reed, Clerk.

APOLOGIES

489/23 Were received from Edward Hodgskin (working).

DISCLOSURES OF INTEREST

490/23 There were none.

QUESTIONS FROM THE PUBLIC AND PRESS

491/23 There were none.

GRASS MANAGEMENT PLAN

492/23 It was **resolved** to adopt the new Grass Management Plan, as presented at the meeting, for a trial period of 12 months beginning in March 2024 (Appendix 1). **Action: Clerk to inform contractors.**

493/23 It was **noted** that there continues to be a large number of plastic flowers and cellophane in the Burial Grounds despite changes in the regulations. The Clerk was asked to add a sensitive notice to the gates and noticeboard, for a period of 6 months, to remind families of the changes. Cllr Geoff Mason was asked to add the change to his monthly 'Goudhurst Plan Bee' blog. **Action: Clerk & Cllr Geoff Mason.**

WEED GROWTH

494/23 It was **resolved** to trial No Glyphosate Roundup in the cemeteries for a period of 12 months to be reviewed in December 2024.

495/23 It was **agreed** that the area around the base of church, ashes plots (St Mary's and Burial Ground) and the paths through St Mary's churchyard will be sprayed with in February and as needed thereafter. The Clerk was asked to request a quote for the works from Council's weed control contractor. **Action: Clerk**

496/23 Cllr Geoff Mason agreed to advertise the decision in his monthly 'Goudhurst Plan Bee' blog. **Action: Cllr Geoff Mason**

MAINTENANCE CONTRACTS

497/23 It was **resolved** to approve the updated maintenance contracts for the cemeteries as presented at the meeting (Appendix 2). **Action: Clerk**

MEMORIAL BENCHES

498/23 It was **resolved** to add up to 10 memorial plaques to the top rail of the new 'shared' memorial benches in the Burial Ground and Play Area. The Clerk was asked to gain quotations for purchasing and engraving the plaques (5"x2") so that a final price can be established. It was **noted** that the Burial Regulations will need to be updated to note that only plaques approved and purchased are permitted to be added to these new benches. **Action: Clerk**

FUTURE MEETINGS

499/23 It was **resolved** to hold all future meetings in the council's offices, starting at 1pm.

ITEMS FOR INFORMATION

500/23 It was **noted** that the Clerk had not yet received confirmation of permission to fell the self-seeded Cyprus tree growing out of a grave in the Victorian Cemetery.

DATE OF THE NEXT MEETING

Next Burial Authority Meeting, Tuesday 19 March 2023, 1.00pm at The Hop Bine.

The meeting closed at 2.00pm

Claire Reed
Clerk

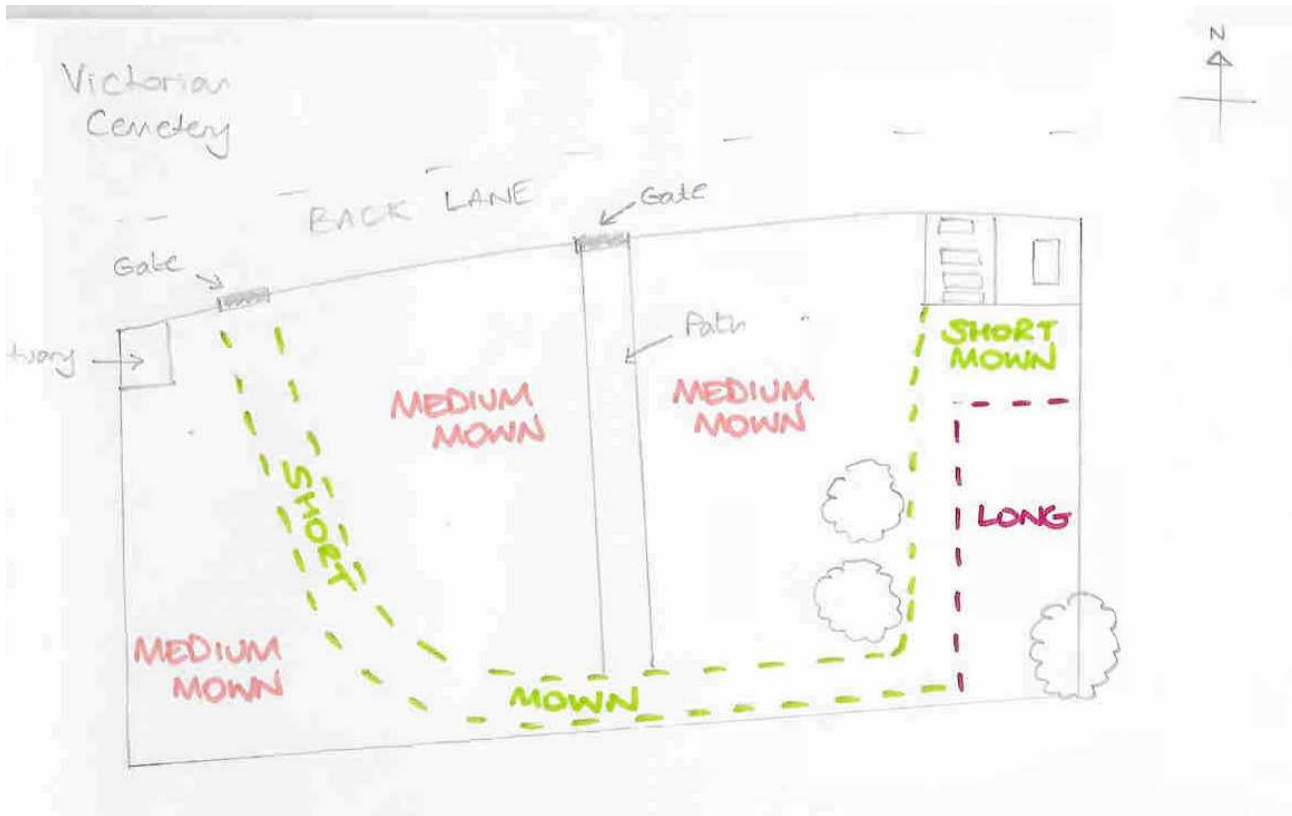
Appendix 1

Goudhurst's Plan Bee – Cemeteries Grass Management Plan

Version 1 November 2023

Area	Cut Length	Arisings	Frequency	Months
Short	No change	Remove all	Every 2 weeks	Mid March – Mid October
Medium	10cm blade	Remove all	Monthly	After bulbs have flowered
Long grass/ meadow	Standard	Remove all	3 times a year	February, July, October
Tussocky bank, south side of St Mary's Church	Standard		Once a year <i>Note: the area immediately adjacent to the road may need additional cut(s) to prevent encroachment on the road.</i>	September

Victorian Cemetry



Appendix 2

St. Mary's Maintenance Contract March to October 2024

Conditions of contract

The Contractor is to provide all of the equipment required to undertake the maintenance work.

All arisings are to be removed from site, except mulch cuttings as agreed.

The use of weed killer is not permitted.

The Contractor should take due care when undertaking the work as commensurate with working in a public space.

Special care is required when working around gravestones and monuments to ensure they are not damaged.

The Contractor must advise the Council of any damage or repairs that become evident whilst undertaking the maintenance work or any damage they cause whilst in undertaking their work.

No work is to be carried out on Sundays.

Work around the churches and churchyards should not be undertaken when a wedding or funeral is in process.

Evidence of public liability insurance will be required prior to the awarding of a contract.

Work Required	Frequency	Price
1. Mow and strim in Back Lane Play area adjacent to the Church Rooms.	Every 2 weeks from mid-March to mid-October	
2. Mow and Strim in the Burial Grounds to the South-East of St Mary's Churchyard.	Every 2 weeks from mid-March to mid-October	
3. Mow and Strim in St Mary's Churchyard as per the agreed Cemeteries Grass Management Plan.	See Cemeteries Grass Management Plan	
4. Mow and strim in the Victorian Cemetery as per the agreed Cemeteries Grass Management Plan.	See Cemeteries Grass Management Plan	
5. Cut grass footway on south side of the highway.	Monthly May to September	
6. Maintain stone walls in the Victorian Cemetery and Burial Ground clear of ivy and other plants growing out of them.	As required	
7. Ensure hedge along the much-used path from the Back Lane steps towards the Church is kept tight and tidy so as not to impeded the use of the path. Please leave the Shepherds Crook clear of the closely adjacent hedge.	As required	
8. Trim around ashes tablets on the north side of St. Mary's.	Annually	
9. Maintain hedges in St Mary's Churchyard, the Victoria cemetery and the Burial Ground to avoid encroaching on graves. To include the laurel hedge at the north end of the Burial grounds which should be kept to a height of no more that 4ft. Please do not carry out any work on the yews that are on Parish Council land.	Annually, outside of nesting season	

Goudhurst Parish Council



BURIAL AUTHORITY

Minutes of a Meeting held on 21 November at 6.00pm in St Mary's Church

PARTICIPANTS

Councillors Present: Cllrs Antony Harris, Phil Kirkby, Geoff Mason and Caroline Richards.

Officers Present: Mrs Claire Reed, Clerk.

APOLOGIES

475/23 Were received from Edward Hodgskin (working).

DISCLOSURES OF INTEREST

476/23 There were none.

MINUTES OF THE LAST MEETING

477/23 It was **resolved** to approve the minutes of the Burial Authority meeting held on 4 July 2023, a copy of which was made available to members prior to the meeting via Board Intelligence.

QUESTIONS FROM THE PUBLIC AND PRESS

478/23 There were none.

MEMORIAL APPLICATIONS REQUIRING A COMMITTEE DECISION

479/23 There were none.

MEMORIAL MANAGEMENT POLICY

480/23 It was **resolved** to recommend the adoption of the policy to the council. The Clerk was asked to consult council's insurance company on liabilities. **Action: Clerk to seek advice of Zurich and agenda for December's Council meeting.**

MEMORIAL SAFETY TESTING

481/23 It was **agreed** that the Clerk should draft an action plan for Memorial Safety Testing.
Action: Clerk

The meeting was adjourned at 7.00pm

Claire Reed
Clerk

local help from a national company

www.completeweedcontrol.co.uk

quotation

Claire Reed
 Goudhurst Parish Council
 The Hop Bine, Risebridge Farm
 Ranter Lane
 Goudhurst
 Kent
 TN17 1HN

Quotation Number	KT14045	Date	12/03/2024
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Herbicide containing Pelargonic Acid
 To 3 Ashes plots, in burial grounds and church, base of church walls and footpaths

Site	Description	Applications	Price Per Application	Total
St Marys Church	Supply and application of total herbicide for the control of weeds	1	£360.00	£360.00
Sub Total				£360.00
Standard VAT at 20.00%				£72.00
Grand Total				£432.00

This quotation is valid for a period of 30 days from 12/03/2024
 We undertake to offer further treatment free of charge to any area where it is agreed at a joint inspection that a satisfactory initial treatment in accordance with this quotation has not been achieved providing that notification of defect is given within 30 days of initial completion, or 90 days in the case of total/residual herbicides.
 The specific control of grass and weed growth cannot be guaranteed due to varying seasonal temperatures and rainfall affecting the overall result.

Customer Acceptance

For acceptance of this quotation please fill in and return to Complete Weed Control at the address below.

Signature		Date	
Order Number		Grand Total	

01892 723 041 07768 905 505 simon.catchpole@completeweedcontrol.co.uk www.completeweedcontrol.co.uk

Invicta Weeds Ltd trading as Complete Weed Control (Kent). Registered in England and Wales. Company No: 6036013. VAT No: 891209808
 Acorn Cottage Goudhurst Road, Horsmonden, Tonbridge, Kent, TN12 8AE



local help from a national company

www.completeweedcontrol.co.uk

quotation

Terms and Conditions of Contract

The following terms and conditions apply to and are incorporated into any agreement, unless expressly modified or excluded in writing and signed by the Contractor.

1. THE SCOPE OF THE WORK:

- 1.1 The Contractor shall carry out and complete the work described in the contract documents in a good and workmanlike manner. He shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and any drawing the description contained in the specification shall prevail over the drawing.
- 1.2 The contract documents shall include the quotation, the specification, plans and drawings and any other document referred to in said quotation. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by the Contractor.
- 1.3 The Client is responsible for obtaining any necessary planning permission for the works and for fulfilling statutory requirements including Water Board approval where necessary.

2. QUOTATION:

- 2.1 The Quotation is at a fixed price which shall remain open for acceptance within 30 days of the date shown and thereafter lapses automatically.
- 2.2 The Contractor also reserves the right to increase the contract sum should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond his control.
- 2.3 Acceptance of the Contractor's quotation involves acceptance of these terms and conditions and of the contract documents, and will lead to a binding contract between the parties. It should be noted by the Client that any attempted or any actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Contractor of any loss or expense incurred as a result, including a claim for a loss of profit.

3. PAYMENT:

- 3.1 The Client agrees that he will pay to the Contractor the contract sum together with any Value Added Tax properly chargeable upon the contract sum.
- 3.2 All accounts are net and do not provide for any discounts or retentions, also, payment by credit card is not accepted.
- 3.3 Unless otherwise stated accounts are payable immediately on receipt of invoice.
- 3.4 Interest will be charged from the due date of payment of all invoices at 2% per month until actual payment is received.

4. THE SITE:

- 4.1 The Client warrants that the site is free from springs, flooding, covered wells or other cavities, or other hazards including radiation or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing by the Client to the Contractor prior to the date upon which the Contractor submits the quotation overleaf. If the Client breaches the above warranty, the Contractor shall be entitled to make a reasonable charge for all additional work necessarily and properly executed by the Contractor as a result.

5. DELAY/DISRUPTION:

- 5.1 Unless otherwise agreed, the Contractor undertakes to use all reasonable endeavours to complete the works within a reasonable time or, if a specific date for completion is agreed, by that date, but under no circumstances shall the Contractor incur any liability to the Client for any untimely performance unless a figure for liquidated and ascertained damages is specifically agreed

 **01892 723 041**  **07768 905 505** **simon.catchpole@completeweedcontrol.co.uk** **www.completeweedcontrol.co.uk**

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quotation

and quoted overleaf especially if access to the site is prevented due to other works or delays in completing other work.

5.2 In the event that the Contractor is unable to perform or complete performance of the contract due to any act of God, war, strike, governmental action, regulation, restriction or order, flood, tempest or other cause (whether or not of a similar nature) beyond the reasonable control of the Contractor then the Contractor may (during the continuance of such contingency) by written notice terminate the contract without liability to either party other than for work done and materials used.

6. MATERIALS ON SITE:

6.1 Material delivered to site become the responsibility of the Client, and the Contractor accepts no responsibility for loss, damage or expense after delivery of the materials to site for any reason, including pilfering while materials are on site during the course of the contract works, where such losses are beyond the Contractor's reasonable control.

6.2 All materials brought on site by the Contractor which prove to be in excess of his requirements shall remain the property of and shall be removable by the Contractor who shall have the right to enter the site for that purpose.

7. COMPLIANCE WITH LAWS:

7.1 The Contractor will comply with all applicable statutory legislation including the Food & Environment Protection Act 1985 the Control of Pesticides Regulations and the Health and Safety at Work Act (1974) in force at the time. The Contractor does not accept responsibility for the posting of warning signs nor warning of neighbours where this may be a requirement and under the terms of this contract this responsibility must pass to the Client and will indemnify the Contractor against any claims occurring as a result of failure to take such action.

7.2 The Contractor shall not in any circumstances be responsible for any economic loss or other indirect or consequential loss, damage or expense whatsoever, howsoever caused or occasioned, unless such loss, damage or expense shall have resulted directly from death or personal injury caused by the Contractors negligence.

8. WARRANTIES:

8.1 The Contractor will undertake further treatment free of charge to any areas where it is agreed at a joint inspection that a satisfactory initial treatment in accordance with the terms of the contract have not been achieved providing that notification of defect is given within 90 days of initial completion. 8.2 Due to variations in seasonal temperatures and rainfall the specific control of grass and hedge growth is not guaranteed. Where a failure to achieve a reasonable degree of control is due to poor workmanship the Contractor will undertake to carry out a further treatment.

9. DISPUTES:

9.1 In the event of any dispute or difference between the Client and the Contractor arising during the progress of the works, or after completion or abandonment thereof in regard to any matter or thing whatsoever arising out of this contract or in connection therewith, the said dispute or difference shall be and is hereby referred to the arbitration of such person as the parties may agree to appoint as Arbiter/Arbitrator or failing agreement within fourteen days after either party has given to the other written notice to concur in the appointment of an Arbiter/Arbitrator as may be appointed by the National Chairman of the National Association of Agricultural Contractors (NAAC) Arbitration proceedings shall be deemed to have been instituted on the date on which said written notice has been given. The Arbiter/Arbitrator shall be entitled to remuneration and reimbursement of his outlays. This contract shall be regarded as a English Contract and shall be construed and the rights of parties and all matters arising hereunder determined in all respects according to the Law of England and Wales unless this contract is made by the Contractor in Scotland when it shall be regarded as a Scottish contract and all matters determined accordingly under Scottish Law.

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