

Churchyard Agreement concerning All Saints Church Open Churchyard

1. Date

1.1 This Agreement is made on 1 April 2014

2. Parties

2.1 Staplehurst Parish Council ("SPC")

2.2 [The] Parochial Church Council of the Ecclesiastical Parish of Staplehurst (the "PCC") together 'the Parties'.

3. Recitals

3.1 The Rector, Churchwardens and members of the PCC made an agreement with the Chairman and members of the SPC on Thirty First day of March 1972 (The 1971 Agreement).

3.2 By the terms of The 1971 Agreement the Rector, Churchwardens and members of the PCC did not proceed with an application for the issue of an Order in Council to close The Churchyard of All Saints Church (the Churchyard) when it became full but instead opened an extension of the Churchyard after consecration of a piece of land owned by them.

3.3 By the terms of The 1971 Agreement the Chairman and members of the SPC agreed to hold themselves responsible for the costs of bringing the extension of the Churchyard into use and the costs of maintenance of the whole of the Churchyard as extended.

3.4 The 1971 Agreement was terminated on the First day of April 1995 and replaced by a new Agreement (The 1995 Agreement) between the SPC and the PCC made on the Thirty First day of March 1995. The 1995 Agreement will now be terminated on the Commencement Date for this Agreement and replaced with the terms and conditions set out below.

3.5 The PCC and the SPC wish to cause the Churchyard to be maintained in a way that best meets the interests and wishes of the users of the Churchyard and the residents of Staplehurst without prejudice to the rights and responsibilities of the PCC (in particular with respect to the fact that the Churchyard is an integral part of All Saints Church) and of the SPC and in doing so endeavour to obtain best value.

4. The Rector owns the Churchyard

4.1 SPC has no liability for the Churchyard other than under this Agreement

4.2 The Agreement is for maintenance only. It does not include the fabric of the Church building and Churchyard such as stone walls, paving stones, steps, gravestones or memorials.

- 4.3 The PCC and SPC acknowledge that the Churchyard is subject to the jurisdiction of the Commissary Court of the Diocese and that a faculty is required to authorise any material works to the Churchyard or to any items within it.
5. The PCC is responsible for New Works to the Churchyard which are not covered under clause 7 below.
 - 5.1 The PCC may invite the SPC to contribute to any New Works, but the SPC has no obligation to do so.
6. The PCC is responsible for the Churchyard
 - 6.1 It is the PCC's obligation to insure the fabric of All Saints Church including the Churchyard against all normal risks including public liability.
7. SPC will contribute such sums as it considers appropriate to the Churchyard Maintenance and may contribute to the cost of emergency unplanned work.
 - 7.1 Churchyard Maintenance works to which SPC will contribute are:-
 - 7.1.1 grass cutting to an agreed standard.
 - 7.1.2 hedge trimming.
 - 7.1.3 tree maintenance.
 - 7.1.4 maintaining fences and gates in a safe condition.
8. Maintenance works
 - 8.1 The PCC undertakes to use its reasonable endeavours to maintain the Churchyard taking into account recommendations from the Liaison Committee (LC). The PCC will be responsible for the management of the Churchyard.
 - 8.2 The PCC agrees to operate efficiently and to minimise costs taking into account best value.
 - 8.3 The PCC will appoint and manage a person or contractor (and may appoint more than one) to carry out maintenance or specific works to the Churchyard, after consultation with the LC.
9. Annual Expenditure Budget
 - 9.1 Date for Churchyard Year (CY) to be the 1st April to 31st March.
 - 9.2 PCC to submit budget to SPC and LC for next CY by the 1st October.
 - 9.3 The Parties will endeavour to agree the Budget by 30th November.
10. Mechanism for payment
 - 10.1 The PCC will pay Maintenance (i.e. Budget items) in line with the terms agreed with the contractor.
 - 10.2 SPC will pay PCC by 2 payments a year at dates to be agreed when the Budget is set.

Staplehurst CP

Date: 20-3-2014

Scale: 1:1250

ParishOnline

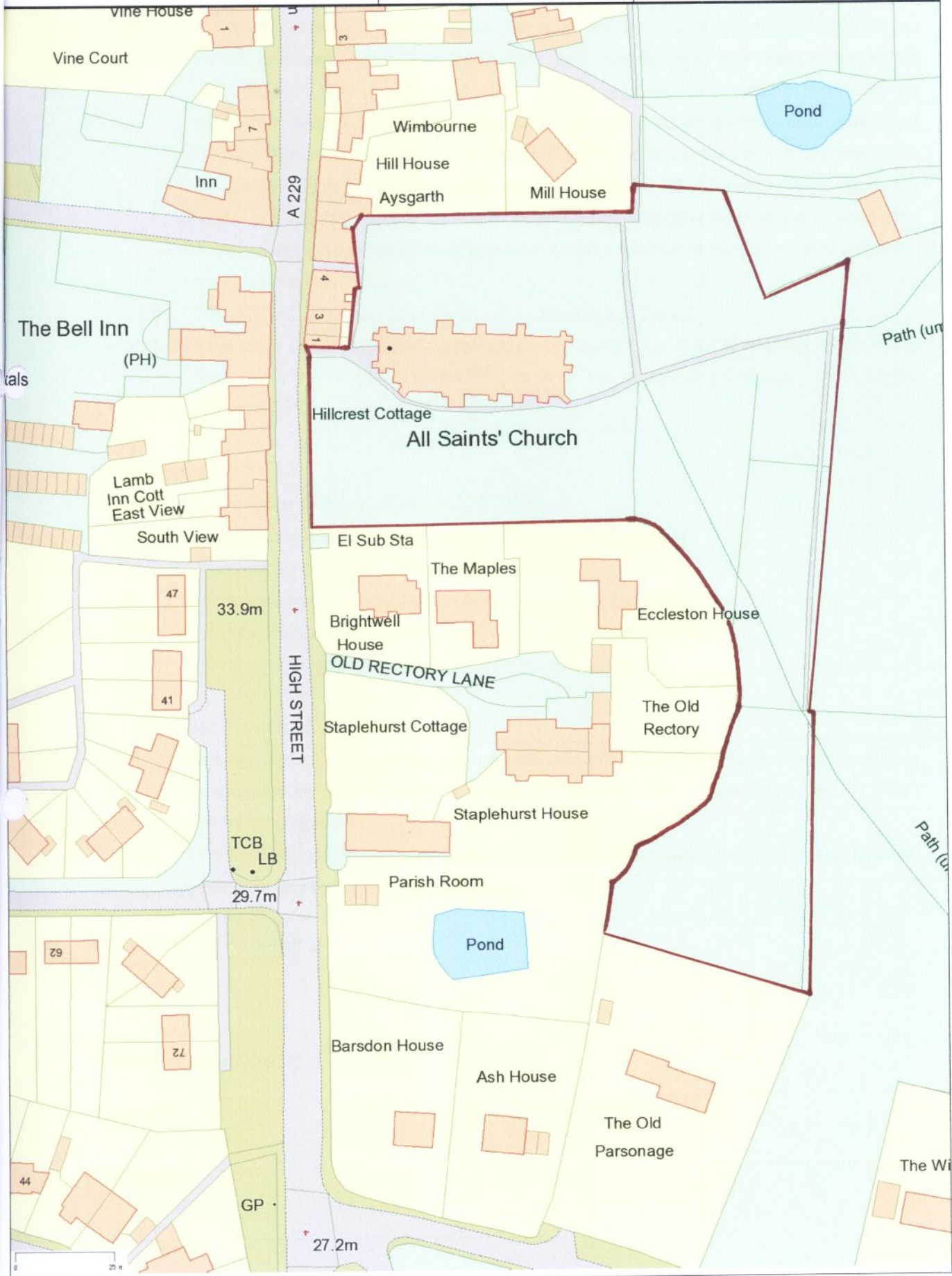


All Saints Churchyard 2014

The area edged in red depicts the extent of the churchyard referred to in this agreement dated 1st April 2014

Map Centre - easting / northing:
578627 / 142926

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11. Liaison Committee (LC)

- 11.1 A Liaison Committee (LC) comprising of four members, being two members appointed for the time being by each of the Parties, shall normally meet four times a year during January, April, July and October. The LC shall represent the Parties in operating this agreement and shall consider and agree: the standard of maintenance, works and estimates for each year; the actual standards achieved and costs incurred; arrangements for responding to comments or complaints about the Churchyard received from the public; any requirements for additional or unplanned maintenance or works or purchases or disposals of major equipment; any other matters relevant to the Churchyard as the LC considers appropriate.
- 11.2 The PCC will be responsible for arranging meetings of the LC.
- 11.3 If the LC is unable to reach agreement on any matter then it must refer the matter to the Rector and the Chairman of the SPC or in default of agreement between them, to the PCC and SPC.

12. Definitions

- 12.1 Maintenance – Maintenance agreed in Budget.
- 12.2 New Works – Works required by the PCC but outside Budget.
- 12.3 Churchyard Year (CY) - 1st April to 31st March.
- 12.4 Commencement Date for Agreement – The date of this Agreement.
- 12.5 Budget – Sums for items that Parties agree SPC should contribute.
- 12.6 Churchyard – as shown edged in red on the attached plan.

13. Termination Provisions

- 13.1 This Agreement will terminate automatically when the Churchyard (which includes all land consecrated as a Churchyard) is declared closed or is full (as determined by the PCC) whichever occurs first.
- 13.2 This Agreement may be terminated on six months written notice given by one party to the other or at any time by mutual agreement

SIGNED for and on behalf of

The PCC

SIGNED for and on behalf of

The SPC

CHAIRMAN