

## ST FRANCIS XAVIER ARMADALE PARISH

279 Forrest Road, Hilbert WA 6112  
Phone: (08) 9399 2143 / (08) 9399 4687  
Email: [armadale@perthcatholic.org.au](mailto:armadale@perthcatholic.org.au)



**1 May 2020**

# COLUMBARIUM GENERAL CONDITIONS

In these Conditions:

- ◆ *Parish* means St Francis Xavier Armadale Parish, 279 Forrest Road in Hilbert, in the state of Western Australia.
- ◆ *Parishioner* means a registered member of the *parish* or a catholic living within the boundaries of the *parish*.
- ◆ *Applicant* means the person who applies to reserve a *niche*.
- ◆ *Columbarium* means the *columbarium* wall in which the *niche* is situated.
- ◆ *Grantee* means the person or persons granted a *right* by the *committee* and includes – (a) the legal successors of the *grantee*, and  
(b) any person to whom the *grantee* transfers the *right* under Condition 11.
- ◆ *Right* means the *right* referred to in Condition 9.
- ◆ *Niche* means the *niche* in the *columbarium* reserved for the use of the *grantee*.
- ◆ *Fees* means all *fees* and charges.
- ◆ *Committee* means the *committee* appointed from time to time to manage the *columbarium*.

## 1. The Purpose of the columbarium:

The *columbarium* is a sacred place on the parish property for the interment, following cremation, of the ashes of *parishioners* and their immediate family. It is intended especially for those who love and have an affinity with the *parish*, which they wish to continue after death.

## 2. Authority

The Parish Priest has the sole authority to determine who can be interred in a *niche* and to allow memorial plaques, including lettering, to be installed on the exterior of the wall *niche*.

## 3. Those whose ashes may be interred in the *columbarium* include:

- ◆ A current or former *parishioner* and their spouse.
- ◆ A *parishioner's* child, parent or sibling, including a child, parent or sibling by adoption or who is a member of the *parishioner's* stepfamily.

#### **4. The ashes will be placed in the columbarium in the following manner:**

- ◆ The ashes to be interred will be placed by the family in the supplied container which will be placed in a *niche* in the *columbarium* walls. The *niche* will be sealed with a memorial plaque approved by the *committee*.
- ◆ The particular wall and niche for interment may be selected by the *grantee*, subject to the approval of the *committee*. If no specific request is made, the *committee* will select a location.
- ◆ The rites of interment will be prescribed by the Parish Priest in accordance with the Roman Catholic forms of worship. ***In accordance with church teaching, the entire remains of a person are to be interred in the columbarium.***

#### **5. To ensure uniformity of appearance of the columbarium walls, the following conditions will apply:**

- ◆ Each container will hold only the ashes of cremation of one person. Ashes will be interred in a container with maximum dimension of 210mm length x 120mm width x 85mm height, or such other dimensions approved by the *committee*.
- ◆ A maximum of one container may be placed in any *niche*.
- ◆ All memorial plaques and lettering thereon will be overseen by the *committee*.
- ◆ The wording for each individual plaque may be supplied by the *grantee*. All lettering must conform to the protocols as set out in the application form.
- ◆ No other object may be placed in the *niche* with the container of ashes.
- ◆ No fresh or artificial flowers, decorations, photos or memorabilia may be placed in any area.
- ◆ *Niches* may be reserved in advance upon full payment of the reservation fee.

#### **6. Fees for a niche in the columbarium:**

- ◆ The grant of a *right* to inter ashes in a *niche* and the cost of the procurement, lettering and installation of a memorial plaque will incur *fees*.
- ◆ All *fees* may be reviewed by the *committee* from time to time and are subject to change without notice.
- ◆ An *applicant* may pay *fees* in advance on behalf of anyone who is eligible, according to the criteria listed in (3).
- ◆ Apart from *fees* paid in advance, all *fees* received will become part of the consolidated funds of the *parish* and accounted for as such. *Fees* paid in advance will be placed in a trust fund administered by the *committee* until such time that a *niche* is allocated.
- ◆ The reservation fee may be refunded upon application should the applicant move elsewhere and the niche is no longer required.
- ◆ The fee does not include the customary donation to the celebrant who conducts the interment ceremony.

After an interment, should the signatory request that a second family member's ashes (*for applications made prior to May 2020*) be interred in the same *niche* at a later time, a new plaque will be required. In this instance, the *grantee* will bear all costs of removal and replacement of the plaque.

#### **7. Relocation of ashes in the event of the closure of the Church.**

While there is no current contemplation of the closure of the *parish* at any time in the future, it is nevertheless acknowledged by the *applicant* that the *right* may be brought to an end by:

- ◆ The closure of the *parish* (or its relocation); or
- ◆ The destruction of (or serious damage) to the property of the *parish*.

In any such event the *committee* shall notify the *grantee* and endeavour to make other arrangements with the *grantee* regarding the ashes.

### **8. Removing ashes from the columbarium after interment.**

- ◆ While interment is intended to be a permanent arrangement, there may be times when it is the family's wish to relocate the ashes. All requests made by the *grantee* will be respected by the *committee*.
- ◆ Removal of ashes may be executed only by a person or persons designated by the *committee*.
- ◆ After removal of ashes from a *niche*, the *niche* may be re-allocated. The plaque will remain the property of the *grantee*.
- ◆ Upon the removal of the ashes and memorial plaque, the *committee* is released from all obligations to the *grantee* from the date of removal.

### **9. Grantee Rights**

Subject to these regulations and to the full payment of the *fees* referred to in Condition 6, the *grantee* has an exclusive *right* –

- ◆ To have ashes placed in, and a memorial plaque placed over, a *niche*
- ◆ To leave the ashes and the memorial plaque in place. The placement of ashes and a memorial plaque in and over the *niche* will be done by the *committee* on behalf of the *grantee* and at the request of the *grantee*.
- ◆ Any memorial plaque and its lettering is to be approved by the *committee*.
- ◆ In the event that the container provided by the *committee* does not hold all the ashes, the *grantee* is responsible for division of the ashes and for determining the method of disposal of any remaining ashes.

### **10. Damage, loss or theft**

- ◆ The *grantee* is the owner of all ashes and the memorial plaque placed in and over the *niche*. The *committee* is not responsible for any damage to, or deterioration, loss or theft of the ashes or memorial plaque.
- ◆ If the *columbarium* is severely damaged or destroyed, the *committee* may rebuild the *columbarium* in its original position or in any other position in the grounds in which it is presently erected and place the ashes and memorial plaque in and over a *niche* in the new *columbarium*.

### **11. Transfer of the rights of the grantee**

- ◆ With the consent of the *committee* (which is not to be unreasonably withheld), the *grantee* may transfer their *rights* to any other person upon giving written notice to the *committee* of the name and address of the transferee.
- ◆ The executors or administrators of a deceased *grantee* will be the only persons recognised by the *committee* as being the holders of the *grantee's rights*. Only such executors or administrators of the *grantee* may transfer their *rights* in accordance with condition 9.

## St Francis Xavier Parish - Armadale

### Privacy Policy

In accordance with the requirements of the **Privacy Amendment Act 2000**, the Parish Privacy Policy is published for the information of all Parishioners

1. The Parish collects personal information, including sensitive information about people with whom it has contact. The primary purpose of collecting this information is to enable it to administer the sacraments and pastoral care to the faithful, often to children of the faithful and to provide assistance to others in the community. Information may be required to allow the Parish to meet some of its legal obligations, provide care for the child while under supervision and discharge its duty of care. If you reside in the Parish or otherwise continue to use its services, the information may also be used to solicit donations and or request your services as a volunteer from time to time.
2. The Parish from time to time discloses personal and sensitive information to others for administrative purposes. This includes other Parishes, the Diocese, medical practitioners and people providing services to the schools including volunteers.
3. If we do not obtain the information requested, we may not be able to administer the sacraments and consent for the use and disclosure of information as outlined in point 4 below, or otherwise provide assistance as requested.
4. Personal information collected from children is disclosed to their parents or guardians. Parents or guardians may seek access to personal information collected about them and their son/daughter by contacting the Parish.
5. Adults may also seek access to information collected about them in the same manner.
6. As the Parish is largely reliant upon locally raised funds and local effort for its continuation, information received from those who reside in the Parish or avail themselves of its services may be used to solicit donations and other forms of support from them. On occasions it uses the resources of the Diocese to support this process and in the course of this; information is made available to individuals at other agencies within the Archdiocese. We will not disclose your personal information to other third parties without your consent.