

**St Luke's Parish**  
**COLUMBARIUM GENERAL CONDITIONS (as at 01/07/2021)**

In these Conditions:

- **Parish** means St Luke's Parish, Duffy Terrace at Woodvale, in the state of Western Australia.
- **Parishioner** means a member 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 Coordinator or the Parish Priest 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.
- **Coordinator** means the person appointed from time to time by the Parish Priest to assist with management of the *columbarium*.
- **Committee** means the committee comprising the Parish Priest and the Coordinator who are responsible for managing 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 inscriptions and memorial plaques to be installed on the walls of the *columbarium*.

**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 step-family.

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

- The ashes to be interred will be placed in a specified container which will be placed in a *niche* in the *columbarium* walls. The *niche* will be sealed with a memorial plaque, to be supplied and approved by the *committee*.
- The particular wall 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 niches in each wall will be allocated sequentially.
- The rites of interment will be prescribed by the Parish Priest in accordance with the Roman Catholic forms of worship.

**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 supplied by the *committee*.
- A maximum of two containers will be placed in any *niche*.
- All memorial plaques and inscriptions thereon will be procured by the *committee*.
- The wording for each individual plaque may be supplied by the *grantee*. All wording 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.
- A votive candle or candles, supplied by the *grantee*, may be lit on the day of interment or on any other day using only the two candelabra placed on the walls. No other candles or objects may be left in or around the *columbarium*.
- Niches may be reserved in advance.

**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, inscription 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 for purchase of memorial plaques will be placed in a trust fund administered by the parish until such time that a *niche* is allocated.
- The fee is non-refundable once paid.

After an interment, should the signatory request that a second family member be interred in the same *niche* at a later time, a new plaque and/or a new inscription may be required. In this instance, the *grantee* will bear all costs of the new plaque, new inscription and 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. Requests made by the *grantee* will be considered and approved at the discretion of 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* in accordance with this regulation, 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 of the *committee* 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 the following rights:

- 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*.
- The wording on the memorial plaque is to be approved by the *committee*.
- In the event that the container provided by the *committee* does not hold all the ashes, the *committee* will ensure that the excess ashes will be buried in the Rose Garden directly in front of the Grotto. This is to satisfy Vatican rules that cremated remains should be kept in a “sacred place” such as the Church Columbarium and should not be divided up between family members, scattered in nature, nor should they be preserved in mementos, pieces of jewellery or other objects.

## **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 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 the executors or administrators may transfer their rights in accordance with condition 9.