



## *Columbarium Policy and General Conditions*

*Approved as at 28/1/2016*

### **Definitions:**

- *Parish* means the Capricorn Coast Parish, Tabor Drive at Yeppoon, in the state of Queensland.
- *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 a person granted a right by the committee and includes the legal successors of the grantee, and 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
- *Memorial Wall* a designated area adjacent to the columbarium area for installation of Memorial Plaques in remembrance of loved ones who are buried or interred elsewhere
- *Fees* means all fees and charges
- *Committee* means those person(s) appointed from time to time by the Parish Priest of the *parish* to manage the *columbarium*
- All decisions affecting the Columbarium will be determined by the appointed *committee*

### **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 in conjunction with the *committee* has the authority to determine who can be interred in a *niche* and to allow inscriptions and memorial plaques 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 or partner.
- 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 *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.

- The interment period in all cases shall not exceed 60 years.
- At the expiration of the nominal interment term, the Parish may remove the ashes and reallocate the niche.
- Relocated Ashes will be buried in a designated “Ashes Burial Site” adjacent to the Columbarium gardens.

**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 cylindrical container with maximum dimension of 110mm (dia.) X 180mm length by the *committee*.
- 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.
- Emblems must be selected from the list provided. There is no allowable deviation from this list.
- No other object may be placed in the *niche* with the container of ashes
- No other objects may be left in or around the *columbarium* and no flowers may be placed in the area.
- Niches may be reserved in advance

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

- Included in the fee for the Niche is the grant of a *right* to inter ashes in an allocated *niche* as well as the cost of the procurement, inscription and installation of a memorial plaque.
- 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).
- All *fees* received will become part of the consolidated funds of the *parish* and accounted for as such.
- The fee is non-refundable once paid.

**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 endeavour to 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 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*
- 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 *grantee* is responsible for dividing the ashes and for determining the method of disposal of any excess 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 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 recognized 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.