

# St. Paul's Parish Rutherford

10 Young Street  
Rutherford, 2320



## CONDITIONS FOR THE INTERMENT OF ASHES IN THE ST. PAUL'S COLUMBARIUM

1. The interment of Ashes in Niches under the Trust's control is subject to the laws of New South Wales and the Regulations of St. Paul's Columbarium Trust.
2. The Trust will not be liable for any loss or damage to the Ashes or memorial plaque caused by vandalism, theft, accident or other unforeseen event. The Trust will repair or replace at it's discretion any memorial plaque lost or damaged by the agents or employees of the Trust.
3. Memorial plaques will only be provided by the Trust and upon payment of the Memorial Plaque Fee. The Trust will provide memorial plaques of dimensions approved by the Trustees on which shall be inscribed.
  - a. the full name of the deceased

OR

the name by which the deceased was known in lieu of christian names to maximum of four (4) names.

  - b. the date of death of deceased.
  - c. the age of the deceased.
  - d. the emblem of any Association, Society or Registered Club of which the deceased was a member provided however, **that the Trust at all times retains the sole right at it's discretion to approve the content of any memorial plaque.** Additional cost may be payable for the inscription of any memorial plaque of the emblem of any Association, Society or Registered Club and any inscription shall be subject to the availability of that emblem from the Trust's memorial plaque supplier.
  - e. all memorial plaques will have a flower bud holder attached.
4. Niche positions will not be reserved nor Ashes placed in the Columbarium until payment in full has been received by the Trust. Reservations are not transferable except with the approval of the Trustees.
5. In default of payment in full, three (3) months after receipt of Ashes, the fees prepaid will be forfeited and the reservation cancelled.

6. Each Interment will follow consecutively from the next available niche starting from the top left hand corner of the Columbarium wall, identified from the plans as A1. Second interment in niches are not permitted. Subject to the payment of the reservation fees, niches for spouse and family members may be reserved together and the Trust will ensure that niches are reserved both adjacent and in the same row.
7. The Trust provides for the interment of the Ashes indefinitely, but reserves the right to realign or alter the position of the Columbarium at it's own discretion. Niches, once occupied, shall not otherwise be realigned, altered or removed.
8. The Trust will maintain the Columbarium and it's surroundings in good order and condition.
9. The Trust reserves the right to remove and dispose of any unauthorised or offensive memorial or token without reference to any person.
10. The Applicant has the right to nominate whose Ashes are to be placed in a Niche.
11. The Applicant has the right to remove the Ashes at any time. A removal fee may be payable at the sole discretion of the Trustees.
12. If the Applicant wishes to relinquish a reservation, the request will not be refused unreasonably. A Cancellation Fee may be payable by the Applicant. The Cancellation Fee may be deducted from any fees paid by the Applicant and the balance of the fees refunded.
13. The Applicant has no right of resale of the Niche reservation. The Trustees will not recognise any reservation claimed other than by the Applicant or the Applicant's executor.
14. If the Columbarium ceases to function, the Trustees will seek to return the Ashes to the nearest known relative of the deceased. If a relative cannot be found the Ashes will be disposed of in accordance with the laws of New South Wales.