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Terms and Conditions Governing the Use of All Parish Columbaria in the Archdiocese of Singapore

Definitions

1. In these Terms:

“**Applicant**” means the person named as Applicant in the Application Form, his successor in title or personal representative and the next of kin or contact person named in the Application Form and any other person representing or acting on behalf of the Beneficiary or the original Applicant. For the avoidance of doubt, the Applicant may be the Beneficiary.

“**Application Form**” means the application form attached hereto.

“**Approved Contractor**” means the contractor approved by the Church for the work to be done in the Columbarium, including the installation of the marble slab for the Niche.

“**Beneficiary**” means the person named in the Application Form whose ashes will be housed in the Niche, who for the avoidance of doubt, may also be the Applicant.

“**Church**” means the Church where the Columbarium is located and which is responsible for managing the Columbarium.

“**Columbarium**” means the columbarium located at the Church.

“**Niche**” means the niche in the Columbarium.

“**Parish Priest**” means the parish priest of the Church.

“**Urn**” means the receptacle to contain the ashes of the Beneficiary, to be provided by the Approved Contractor.

References to one gender shall include references to the other gender and references to the singular shall include the plural and vice versa.

Licence at will

2. The Applicant's interest in the Niche and in respect of the Columbarium shall only be

that of a licensee at will and shall not afford the Applicant an exclusive possession to the Niche or grant to the Applicant any other interest, rights, benefits or estate in respect of the Columbarium.

Limited Period of use

3. For applications made on or after 28 September 2011, subject to clauses 28 and 29 below, the Applicant's right to use the Niche is limited to 30 years commencing on the date the Urn is interred in the Niche, after which the Urn may be returned to the Applicant, or the Applicant may sign a new contract for another period of 30 years. If the Applicant does not sign a new contract and does not collect the Urn from the Columbarium, the Urn or the remains of the Beneficiary shall be reposed at a appropriate place at the discretion of the Church, taking into consideration the respect to be paid to the remains of the Beneficiary.

Application for Niche

4. The Applicant may apply for one or more Niches, subject to availability.
5. Unless otherwise agreed to by the Parish Priest, the Niche shall only house the remains of Catholic(s) or Catechumens. Exception for this rule would be if the deceased, though a non-Catholic, is the Applicant's close relative or for some special reasons acceptable to the Parish Priest.
6. Unless otherwise agreed to by the Parish Priests, the Niche shall only house the remains of the Beneficiary specified in the Application Form. The rights to use the Niche is not transferable.
7. For each Niche, the Applicant shall make the donation stated in the Application Form in full. Different donations are applicable for the location of different Niches. The Parish Priest may at any time and from time to time change the amount of donation payable in respect of a Niche. The Parish Priest may in his absolute discretion accept a smaller donation or waive the donation to be paid in respect of a Niche.
8. For the avoidance of doubt, the donation does not include the cost of the Urn, the cost of installation, the marble slab, the inscriptions, photograph frame, flower holder and any other items, all of which are to be borne and paid separately by the Applicant.
9. By submitting the Application Form for a Niche, together with the requisite donation, the Applicant thereby represents and warrants to the Church that he has obtained the consent and authority of the Beneficiary to have his cremated remains interred in the Columbarium and entrusting the same to the care of the Church.
10. The following documents are to be produced on submission of the Application Form:
 - (a) NRIC, passport or other identification of the Applicant;
 - (b) Baptism Certificate or other proof that the Beneficiary is a Catholic or Catechumen, and
 - (c) any other document which the Parish Priest may require to determine the relationship between the Applicant and the Beneficiary, or between the Beneficiaries (if more than one).

11. The Church reserves the right to reject any application without giving any reasons whatsoever.

Selection of Niche

12. Subject to availability, the Niche applied for shall be specified in the Application Form. Once a Niche has been selected by the Applicant and agreed to by the Church, it shall not be changed without the prior consent of the Parish Priest.
13. The Church shall use its best endeavors to ensure that the Niche selected by the Applicant is used to inter the remains of the Beneficiary. In exceptional circumstances and in consultation with the Applicant, the Parish Priest may assign another Niche in place of the Niche selected by the Applicant. Should this be necessary, the Parish Priest shall assign a Niche close to the Niche originally selected by the Applicant.

Installation of the Niche

14. The Applicant shall inform the Church as soon as practicable once he is aware that the Niche is to be used.
15. The Applicant shall pay for the Urn, the installation of the marble slab and all other costs in respect of the Niche, which shall be undertaken by the Approved Contractor.
16. The following documents shall be produced for verification at the time the Niche is to be used :
 - (a) copy of the Application Form;
 - (b) death certificate of the Beneficiary;
 - (c) certificate of cremation (if available);
 - (d) exhumation permit (if applicable);
 - (e) letter of transfer from another columbarium (if applicable);
 - (f) NRIC, passport or other identification of the Applicant.
17. The Church will provide the Applicant with a list of Approved Contractors. The Applicant shall liaise directly with the Approved Contractor for all works in connection with the Niche. The Church shall not be responsible for the procurement or provision of any Urns for the remains of the Beneficiary or any plaque to be mounted on the Niche. Only Urns and marble slabs provided by the Approved Contractor and approved by the Parish Priest may be used. All inscriptions on the marble slab must be approved by the Parish Priest.
18. The Church shall not be responsible or liable for the work carried out by the Approved Contractor. The Church shall not be considered as an agent, principal, partner, associate or representative of the Approved Contractor.
19. The Church will inform the Approved Contractor of the timing during which it may carry out work in the Columbarium.
20. The Church reserves the right to require the Applicant, at his expense, to undo or

change any decoration or modification to the Niche. The Church also reserves the right to require the Applicant to replace the marble slab or Urn at any time after the installation. In such an event, only the Approved Contractor is allowed to carry out the necessary works.

No Holding Areas

21. As a rule, the Church does not provide a holding area for the remains of the Beneficiary. As such, until the plaque or marble slab is completed and the remains are ready to be interred in the Niche, the Applicant shall be responsible for the possession and safekeeping of the Beneficiary's remains.

Rearrangement of the Niches

22. The Church may from time to time, in its absolute discretion make such variations, modifications or changes to the Niches, the location of the Niches or the layout of the Columbarium as it deems necessary or advisable. In the event such variation, modification or changes are necessary or advisable, the Church shall inform the Applicant as soon as practicable and the Applicant agrees to cooperate and assist the Church in any such variations, modifications or changes.

Use of Columbarium and Niche

23. The Applicant is required to maintain the Niche in a good and tidy condition.
24. All visitors to the Columbarium are to observe proper respect for the deceased whose remains are housed in the Columbarium, and act accordingly with care, solemn respect and consideration for all. The Applicant shall ensure that persons who visit the Columbarium conduct themselves in a proper and respectful manner.
25. Actions which may become a nuisance, annoyance, disturbance, inconvenience or cause any loss or damage to the Church or the Columbarium or to any other parties shall be prohibited.
26. Any alterations including the erection of a structure, platform or other extension at or around the Niche or in any other area within the Columbarium shall be prohibited.
27. Ceremony, prayers, rituals and services which are contrary to the Catholic faith may not be conducted at the Columbarium.

Expiry and Termination

28. The Church may at any time and from time to time review its use of the land upon which the Columbarium is located and pursuant to the review, shall have the right to repossess the Niche and terminate the use of the Columbarium.
29. The Church shall be entitled to repossess the Niche and terminate the use of the Columbarium if:
 - (a) the lease of the land upon which the Columbarium is built has expired and the Church is unable to renew the lease;
 - (b) the land upon which the Columbarium is located is compulsorily acquired by the Government or is affected by any redevelopment;

- (c) the Church decides to move the Columbarium to another location;
 - (d) the Church or the Columbarium needs to be rebuilt or renovated or refurbished.
30. In the event the Church decides to move the Columbarium to another location, or the Columbarium needs to be rebuilt, renovated or refurbished, the Church shall provide a holding place for the Urns. Upon completion of the rebuilding, renovation or refurbishment, the Urns shall be interred at the new or renovated or refurbished Columbarium at no additional cost for the Applicant. For Niches that were signed up before 28 September 2011, if at the time of the rebuilding, renovation or refurbishment the Niche has already been used for more than 50 years, a written request to have the Urn interred in the new Columbarium must be received by the Church, failing which the remains of the deceased shall then be interred in a dignified and respectable common place.
31. If for any reasons, the Columbarium needs to be relocated, rebuilt, renovated or refurbished, the Applicant agrees to assist and cooperate with the Church regarding the handling or removal of the Urn.
32. If for whatever reasons beyond the control of the Church, the Urns can no longer be interred at the Columbarium, the Church will notify the Applicant and request the Applicant to take possession of the Urn.
33. Should the Applicant fail to do so, the Church may in its absolute discretion, make arrangements for the removal of the Urn to another appropriate location.
34. If the Applicant is not contactable, and the Church is unable to contact anyone else concerning the Niche within a reasonable time, the Church may then do what it deems necessary or appropriate in respect of the Urn in the Niche and the Church shall be entitled to remove and store the Urn at another appropriate location.
35. In handling the remains of the Beneficiary and carrying out the relocation of the Urn, the Church shall be mindful of the care and respect to be paid to the remains of the Beneficiary.
36. Should the Applicant or any related party breach any of these Terms and this results in severe inconvenience or losses or damages to the Church, the Applicant's right to use the Columbarium will henceforth be terminated.

Opening Hours

37. The Church shall ensure that the Columbarium has sufficient opening hours each day of the year to enable visitors to pay their respect to the deceased interred at the Columbarium.

Donations

38. All contributions made by the Applicant to the Church in connection with the Niche shall be deemed as donations. The Church shall not refund any donations made by the Applicant.

Church Not Liable

39. The Church shall not be responsible or liable for any losses, damages, costs or expenses which the Applicant or any other party may suffer or incur in connection with the use of the Columbarium howsoever caused, including by vandalism, theft or acts of God.

Contact details

40. The Applicant shall provide the Church with the contact details of the person to be contacted from time to time in respect of the remains of the Beneficiary, and shall inform the Church of any changes to such person or the details of such person.

Amendments

41. The Church may in its absolute discretion at any time and from time to time amend these Terms. Such amendments will be binding on the Applicant upon his notification of the same.

Notice

42. Any notice or document to be served on the Applicant shall be deemed to have been duly given if sent by post or hand delivered to the address of the Applicant stated in the Application Form or to the latest address notified by the Applicant to the Church.
43. Any such notice or document shall be deemed to have been received by the Applicant, if sent by post three days after posting, or if hand delivered on the day of delivery.

Governing laws

44. These Terms and Conditions are governed by and shall be construed in accordance with Singapore laws. The parties hereto irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Singapore courts.

*Footnote: These Terms and Conditions do not apply to the Franciscan Columbarium as the Franciscan Columbarium is not owned by a Church. Users of the Franciscan Columbarium will enter into a separate agreement with The Order of Friars Minor (Singapore) Limited.