

ST FRANCIS DE SALES AND ALL SOULS PARISH

COLUMBARIUM

May 2025

Niche Agreement

Application Form, Columbarium Terms and Conditions



FURTHER BENEFICIARIES: (If you are purchasing more than one niche)

Full Name: _____
(First) (Middle) (Last)

Date of birth: ____/____/____ **Place of Birth:** _____

Full Name: _____
(First) (Middle) (Last)

Date of birth: ____/____/____ **Place of Birth:** _____

Full Name: _____
(First) (Middle) (Last)

Date of birth: ____/____/____ **Place of Birth:** _____

Full Name: _____
(First) (Middle) (Last)

Date of birth: ____/____/____

LICENCE FOR NICHE *(to be completed by the Parish Office):*

Payment Received: \$ _____ on ____/____/____

from _____

Approval by Parish Priest: _____ (Date) _____

Niche Number(s) Assigned: _____ Receipt of Purchase issued: _____

LIVING FAMILY (Next of Kin or Representative)

It shall be the responsibility of the Purchaser to keep the Parish advised at all times of the current physical, mail and email addresses of themselves, the Beneficiary, the Legal Representatives of the Beneficiary and of the next of kin of the Beneficiary. Please list below contact details for these persons.

The Purchaser will normally be the individual that the Parish would first contact for any reason.

Name

Name

Relationship*

Relationship*

Address

Address

Email

Email

Telephone Numbers

Telephone Numbers

Name

Name

Relationship*

Relationship*

Address

Address

Email

Email

Telephone Numbers

Telephone Numbers

*Father, Mother, Husband, Wife, Son/Daughter, Legal Representative

**ST FRANCIS DE SALES AND ALL SOULS PARISH
COLUMBARIUM TERMS AND CONDITIONS**

Offering a unique and special place of remembrance.

1. INTRODUCTION

The Columbarium is a place designated for the inurnment and reverent disposal of the remains of the faithful departed.

The Columbarium and the Premises in which it is located are owned by the Bishop. The Columbarium is operated according to the laws, rules, regulations and discipline of the Roman Catholic Church and the Roman Catholic Diocese of Auckland and all Licences are subject to all rights, interests, and directives of the Bishop with respect to the use and operation of the Premises, including the Columbarium.

The Parish Priest is authorised to perform all duties on behalf of the Parish. At all times, the Parish Priest is subject to the supervision and instruction of the Bishop, who at all times has superseding authority.

The Parish Priest is assisted by the Operating Committee in administering the operation of the Columbarium.

2. TERMS AND CONDITIONS

2.1 Terms

These Terms, together with the NZCBC Policy, govern the use of the Columbarium. In the event of any conflict between the NZCBC Policy and these Terms, the NZCBC Policy shall take precedence.

The Parish Priest (in consultation with the Operating Committee) may amend, change or modify these Terms, subject to approval of the Bishop (where such approval is required) but not so as to alter any existing agreement.

2.2 Definitions

In these Terms:

Application means an application, in the form approved by the Parish Priest, to purchase a Licence, signed by the Purchaser.

Beneficiary means the Cremains of a person

or persons to be inurned in a Niche as specified in the Application, or such other beneficiary as may be approved by the Parish Priest pursuant to clause 4 of these Terms.

Bishop means the Roman Catholic Bishop of the Diocese of Auckland, a corporation sole.

Columbarium means the columbarium to be constructed and operated by the Parish.

Cremains means the complete remains of a Beneficiary following cremation.

Fees means the charges payable for the issue of a Licence and any other related costs or charges payable in connection with the operation of the Columbarium, set from time to time by the Parish Priest.

Inurnment Term means the period during which the Columbarium and/or the Parish remain at the Premises.

Legal Representative means an administrator, executor or other person lawfully authorised to represent a Beneficiary or a Purchaser as the case may be.

Licence means a licence to inurn Cremains in a Niche in accordance with these Terms.

Living Family means the next of kin and Legal Representative(s) of the Beneficiary specified in the Application or such other family members or Legal Representatives as are notified to the Operating Committee from time to time.

Niche means a niche, uniform in size and style, to house Cremains securely within the Columbarium.

Operating Committee means the committee appointed from time to time by the Parish Priest as more particularly described in clause 7.1.

NZCBC Policy means the Policy and Procedures on Columbaria in New Zealand

	Catholic Parishes approved by the New Zealand Catholic Bishops Conference on 6 November 2023 and any amendments to that policy.
Parish	means St Francis de Sales and All Souls Roman Catholic Parish, Devonport, Auckland.
Parish Priest	means the priest appointed as the Parish priest, any priest appointed as administrator of the Parish or any other person or persons appointed by the Bishop to administer the Parish, and in the absence of any such person means the Bishop.
Purchaser	means the person who has completed an Application or that person's Legal Representative.
Premises	means St Francis de Sales and All Souls Roman Catholic Church and the surrounding grounds at 2A Albert Road, Devonport Auckland.
Register	means the records maintained by the Parish containing the information specified in clause 7.2 of these Terms.
Terms	means these terms and conditions as amended from time to time in accordance with clause 2.1.

3. NICHES, LICENCE AND RIGHT TO INURNMENT OF CREMAINS

3.1 Niches

The Columbarium shall consist of a number of Niches, each of which shall have a plaque in the form approved by the Operating Committee engraved with the name(s) and dates of birth and death of the inurned Beneficiary. Fixing holes must be provided to operating committee requirements. The plaque may incorporate such other wording or symbols as the Operating Committee may approve.

3.2 Licence

Upon acceptance of an Application and payment of designated Fees, the Parish grants to the Purchaser an exclusive licence to inurn the Cremains of a Beneficiary in a Niche within the Columbarium.

The Purchaser's interest in the Niche and the Columbarium is limited to the use of the Niche for the inurnment of Cremains in accordance with these Terms.

Neither the Purchaser, the Beneficiary or any other person shall have any other interests, rights,

benefits or estate in respect of the Premises, including but not limited to a Niche, the Columbarium or any other Parish property. Legal title to the Premises, all Niches, the Columbarium and all other Parish property shall at all times remain with the Bishop.

3.3 Period of use

Subject to the provisions of this clause 3.3, the right to place Cremains in a Niche subsists for the Inurnment Term.

A Licence shall lapse upon the happening of one or more of the following events:

- (i) the Parish Priest or Operating Committee is notified by the Purchaser or by the Beneficiary's Legal Representative that the Beneficiary has been inurned or interred elsewhere, and has not approved a request from the Purchaser or the Beneficiary's Legal Representative to transfer the use of the Niche to another eligible Beneficiary; or
- (ii) the Parish Priest otherwise establishes that the Beneficiary has died and that the Niche has remained unused for a period of three years from the date of such death and has not, during such period, approved a request from the Purchaser or Beneficiary's Legal Representative to transfer the use of the Niche to another eligible Beneficiary; or
- (iii) the Licence is surrendered in accordance with clause 4.4 of these terms; or
- (iv) the Bishop elects to remove Cremains, pursuant to clause 5.5 of these Terms.

Upon the happening of any of the events specified in this clause 3.3 (i) and (ii) the Parish shall be entitled to resell the Niche and retain the proceeds of such sale.

Should the Purchaser or any related party commit a material breach of these Terms, resulting in losses or damage to the Parish, the Purchaser's right to use the Columbarium may be terminated by the Parish Priest.

3.4 Other laws

The right to inurnment in the Columbarium is subject to the provisions of the Burial and Cremation Act 1964 and to any other applicable laws, and by-laws and regulations made thereunder, or that may be imposed by the Parish, Parish Priest, Operating Committee or the Bishop from time to time.

Nothing in these Terms or Conditions limits or modifies any rights the Purchaser may have under

the Consumer Guarantees Act 1993, to the extent that it may apply.

4. APPLICATION FOR NICHE

4.1 Who can purchase a Licence

A Purchaser may apply for a Licence for one or more Niches for themselves and/or any other eligible Beneficiary, subject to availability.

Use of the Columbarium is restricted to the inurnment of Cremains of (a) current or prior member(s) of the Parish at the time of purchase, and, (b) their parents, grandparents, spouses, partners and, (c) the children or step-children of members.

Requests to inurn the cremains of other persons may be considered and approved by the Parish Priest in his sole discretion, upon written application.

4.2 Purchaser's Authority

The Purchaser warrants and undertakes that they have the right to enter into this Licence and to authorise the inurnment of the nominated Beneficiary's Cremains.

4.3 Location of Niche

The Purchaser may request a particular Niche, however, all Niches will be assigned by the Operating Committee.

4.4 Surrender or transfer of Niche

A Niche may only be re-sold or transferred in accordance with this clause 4.4.

Once assigned, the location of a Niche may not be changed unless (a) the Niche has been surrendered by the Purchaser, or (b) consent is granted by the Parish Priest.

A Niche may be surrendered by the Purchaser, upon written notification to the Operating Committee, for a full refund of the original purchase price, less an administrative fee set by the Operating Committee from time to time.

The Purchaser may make a written request to the Parish Priest to alter a Beneficiary specified in an Application or to change Niches. The Parish Priest may approve or decline such request in his sole discretion and if approved may impose such terms as he considers appropriate (acting reasonably).

4.5 Records and Certificate

Each Niche will be assigned a specific number by the Operating Committee.

Upon the granting of a Licence, the Parish Priest or other authorised Parish employee shall issue a Certificate of Niche Licence. The Purchaser or Beneficiary shall retain the original Certificate.

5. USE OF THE NICHE AND INURNMENT

5.1 Inurnment of Cremains

A Niche shall only house the Cremains of a designated Beneficiary.

All arrangements for the inurnment of Cremains in the Columbarium shall be made through the Parish Priest.

A certificate of cremation shall accompany the Cremains when they are presented for inurnment, to confirm that they are Cremains of the nominated Beneficiary.

Once an application to inurn Cremains has been approved by the Parish Priest and once payment of any outstanding Fees have been received, the Parish Priest will liaise with representatives of the Beneficiary's Living Family to arrange a time for inurnment.

Inurnment shall take place during the course of a religious service approved by the Parish Priest at which the Parish Priest, other priest or other person approved by the Parish Priest presides.

5.2 No holding areas

The Parish does not provide a holding area for Cremains. The Purchaser or a member of the Living Family shall be responsible for the possession and safekeeping of the Cremains until inurnment.

5.3 Urns

Urns to hold the Cremains shall be provided by the Purchaser or the Living Family who shall be responsible for the cost of each urn. The urn shall be capable of withstanding the elements and shall be suitable for removal and transportation in the event such removal and transportation becomes advisable or necessary.

Urns shall be of a size which may be accommodated within a Niche. The maximum size of urns is available from the Parish.

Urns shall be permanently marked with the name and dates of birth and death of the Beneficiary.

5.4 Niche covers and memorial wall plaques

The Purchaser, Beneficiary or their Living Family will provide a memorial plaque complying with clause 3.1. at their cost.

Niches containing the Cremains of two Beneficiaries will be inscribed with such information for both Beneficiaries.

The affixing of the memorial plaque is the responsibility of the Parish.

5.5 Right to Remove Cremains and Niche Covers

The Parish Priest will allow movement of Cremains to another location upon receiving legal authority, satisfactory to him in all respects, from the Legal Representative of the Beneficiary's estate. Removal terminates the right to further or future use of a Niche. Any expenses will be borne by those requesting such action. In the event Cremains are so removed all Fees are forfeited.

The Operating Committee, Parish, Parish Priest and Bishop shall be released from any and all further responsibility for Cremains removed from the Columbarium.

The Bishop retains the absolute right, in his sole discretion, to remove Cremains, Niches and Niche covers and to relocate all or any part of the Columbarium (including Niches) as he may deem necessary or advisable. In the event that the Parish Church should cease to serve as a Church, and that the removal of the Columbarium is considered appropriate by the Bishop in his sole discretion, the Columbarium and any inurned Cremains will be relocated to a suitable location, in accordance with Diocesan standards.

Records of such removal in this case will be maintained by the Bishop, and, where possible, the relevant family members of the Beneficiary will be notified.

Costs of relocation in this event will be met by the Bishop.

If it is necessary to relocate an existing Niche within the Columbarium for any reason, the Parish will provide another Niche for the Cremains and will endeavour to advise the Living Family of the new location and the reason for the transfer. Costs of relocation in this event will be met by the Parish.

5.6 Costs

All Fees for the issue of a Licence must be paid in full prior to inurnment, provided that the Operating Committee may in its sole discretion, allow payment by instalments.

For the avoidance of doubt, Fees paid pursuant to these Terms do not cover the cost of Cremation.

6. GROUNDS

So as to ensure that the Columbarium and surrounding grounds will inspire a sacred reverence for this life and hope for eternal life:

- No Cremains may be scattered within the grounds;
- No inscriptions other than the standard plaque are permitted;
- No flowers, flags, offerings of food, decorations, monuments, statues or other memorabilia may be placed on the Niche or in the vicinity of the Columbarium or surrounding Premise grounds other than those erected by the Parish;
- No trees, shrubs or any other vegetation may be removed or trimmed without the prior written consent of the Operating Committee;
- No works can be undertaken in the Premises' grounds without the prior written consent of the Parish Priest;
- No ceremony, prayers, rituals and services which are contrary or inconsistent with the Catholic/Christian faith may be conducted; and
- The burning of candles, joss paper, and joss sticks or any other items are strictly prohibited.

Subject to clause 8 (ii), the Operating Committee shall be responsible for the maintenance of the Columbarium for the Inurnment Term.

The Operating Committee in its absolute discretion may remove any food, offerings, hazardous, unsightly, distasteful or otherwise inappropriate items deposited by any person at any part of the Columbarium or the surrounding Premises.

The Parish may remove, trim or cut down any tree, shrub, plant or other vegetation growing anywhere on the Premises grounds at its sole discretion.

Donations in connection with the maintenance of a Niche and the surrounding Premises can be accepted by the Parish. A donation receipt can be issued by the Parish. Donations in return for a Licence are not permitted.

7. MANAGEMENT

7.1 Operating Committee

The Parish Priest shall be assisted by and shall consult with the Operating Committee in the construction, use, management and maintenance of the Columbarium including the collection and dispersal of targeted funds, deposition and (if necessary) removal of Cremains as well as the good order of the grounds in which the Columbaria is sited.

Membership of the Operating Committee shall be determined by the Parish Priest from time to time. The Parish Priest shall be a member of the Operating Committee.

The Operating Committee shall report to the Parish Pastoral Council and the Parish Property and Finance Committee as may be reasonably requested by the Parish Pastoral Council and/or the Parish Property and Finance Committee, and at least annually.

7.2 Register of Niche Licences

The Parish through the Operating Committee, shall be the custodian of all records of the Columbarium and shall maintain a Register in which shall be entered:

- the name and contact details of the Purchaser;
- the name(s) and contact details of each Beneficiary;
- the Fees paid for each Licence;
- the number of each Niche assigned to each Beneficiary;
- each Beneficiary's date of birth and death and the date of inurnment;
- the names and contact details of each Beneficiary's Legal Representative and other Living Family;
- full details of any openings of Niches and removals or transfers of Cremains; and
- any further information which the Operating Committee may consider appropriate.

The Parish through the Operating Committee shall keep and maintain a plan designating by number each Niche and the name of any Beneficiary inurned therein.

The Parish through the Operating Committee shall

provide such information to the Dioceses in relation to Beneficiaries inurned in the Columbarium as may reasonably be required for the purposes of maintaining the Dioceses' records/archives.

8. LIABILITY

To the fullest extent permitted by law, all persons entering the Premises do so at their own risk. The Parish, Parish Priest, Operating Committee and Bishop shall not be liable to any person, including without limitation in negligence, for any death, personal injury, or loss or damage to property.

Without limiting the foregoing provisions of this clause 8:

- (i) all persons shall at all times whilst on the Premises act in a safe manner and follow the reasonable instructions and directions of the Parish, the Parish Priest, the Operating Committee and/or the Bishop.
- (ii) the Parish, Parish Priest, Operating Committee, Parish and/or Bishop shall not be responsible for any damage to the Columbarium or its contents caused by vandalism, civil unrest, weather, volcanic eruption, flood, landslip, earthquake or any other event beyond their reasonable control.

Nothing in this clause 8 limits any obligations imposed by the Health and Safety at Work Act 2015.

9. DISPUTES

Should any dispute or difference arise in connection with these Terms and/or any Licence granted hereunder, the parties in dispute shall first negotiate in good faith with a view to resolving the issues between them.

If within 30 days of a dispute being raised by written notice given by one party to the other, the parties are unable to resolve the issues between them then either party may by written notice to the other refer the dispute to the Executive Officer, Chancellor (or their nominee) for determination.

In determining any dispute the Executive Officer, Chancellor (or their nominee) shall afford the parties reasonable opportunity to make submissions and may otherwise adopt such procedures as the Executive Officer, Chancellor (or their nominee) considers appropriate in their sole discretion.

In determining any dispute, the Executive Officer, Chancellor (or their nominee) shall act as an expert and not an arbitrator and the determination of the Executive Officer, Chancellor (or their nominee) shall be final and binding on the parties.

10. NOTICES

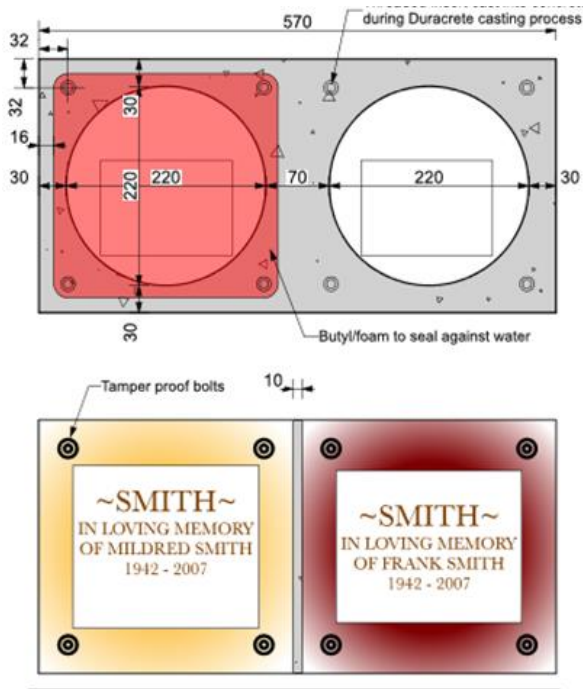
The Purchaser shall keep the Parish advised at all times of the current mail and email addresses for themselves, the Beneficiary and of the Living Family of the Beneficiary.

Notices may be given to the Purchaser if sent to the relevant address notified by the Purchaser in accordance with these Terms and shall be deemed received:

- If sent by post, five working days after posting;
- if hand delivered, on the day of delivery; or
- if given by email, in accordance with Part 4 of the Contract and Commercial Law Act 2017,

Notices may also be given by any other lawful means.

11. NICHE COVER TEMPLATE



Template of niche cover (to be provided by purchaser) (Not to scale)

Approximate niche cover dimension

280mmx280mm to be confirmed.

4 holes 32mm from edge to diameter as per operating committee requirements

Size and wording to be approved by the Operating Committee as per clause 3.1.