

Memorial Wall Terms and Conditions

Please retain these for your information

1. Control of the Memorial Wall and all parts of it including (but not limited to) plants and landscaping shall remain with the Church. No planting or other external decoration shall be placed on or around the wall by any person other than the Church.
2. The only purpose for which the Memorial Wall may be used is the interment of ashes and/or the placement of a memorial plaque of a deceased person. All ashes interred in the Wall must be in sealed canisters, and the material, design, construction, type, size and character of each canister or plaque shall be subject to the control of the Church. A canister may contain the ashes of only one person.
3. Persons whose ashes may be accepted for interment are:
 - a. Any person who has been a parishioner on the parish roll of St Stephen's Church or 1st degree relative.
 - b. A person whose funeral has been held at the Church.
 - c. A person who has been in active service of the armed forces.
 - d. Any other person who the Vicar, in his or her absolute discretion, shall accept.
4. A permit for interment shall be issued on payment of a fee. The Church shall from time to time set the fee for interment. The fee is intended to cover the costs of the following:
 - a. Niche fee (fixed) \$869.57+gst (\$1000 gst incl):
 - i. Niche including special canister.
 - ii. Storage of the ashes.
 - iii. Entry in memorial book
 - b. Interment fee: (variable costs to be determined at time of interment):
 - i. Plaque and inscription.
 - ii. Placement of the canister in the niche and fixing of the plaque.
 - iii. Upkeep of wall and niche.
5. Plaques for niches shall be arranged by the Parish and shall be of bronze. Inscriptions shall be limited to the full legal name of the person, their date of birth and date of death, immediate family details and brief message without honours, titles, qualifications, or other personal details.
6. The Parish agrees to exercise reasonable care in the maintenance of the Wall and canisters. The parties agree the Church is not liable to any person for loss of any kind arising in any way from the Memorial Wall, its use or maintenance, or for damage to ashes of any person deposited (interred), or to canisters.
7. In the event that it is necessary at any time to change the location of, or discontinue the use of the Memorial Wall or any part of it, the Church may, at its discretion, remove any canisters from their spaces, and may place such canisters in other suitable spaces in the property of the Church as the Church may decide.
8. Ashes, once stored, may be removed from the Church precinct only by the authority of the Client, their next of kin or heirs at law. If ashes are removed there will be no refund of any fee and the plaque will remain. In the event of the plaque being able to be removed without damage to the wall, and this is desired and approved, then the niche will be declared empty and the plaque removed allowing for reuse of the niche.
9. The Church may release ashes in compliance with any Court order or other process authorised by law.
10. A client may reserve one or more niches, separate or adjacent, prior to death. Payment of the niche fee shall be made at the time of reservation — Written confirmation of the reservation shall be provided, and a copy of this should be lodged with the executors of the person's will. If it is later decided not to use a niche that has been reserved, a refund of the fee paid will be made less an administration fee to be determined from time to time by the Church Vestry.

11. A Memorial Book shall provide a place for a tribute to be recorded for each person whose ashes have been interred in, or a commemorative plaque placed, on the Memorial Wall. Details of wording shall be decided in conjunction with relatives or close friends.
12. Services at which ashes are interred in the Memorial Wall shall be conducted only by clergy of the Church or other clergy acting with the permission and und under the supervision of the Vicar of the Church.
13. The Memorial Wall Agreement shall not create any interest in the real property on which the Memorial Wall is located.
14. Upon approval and receipt of any fee, this document constitutes a permit for interment in the niche allocated and approval for the proposed interment described. Clients may not bequeath their interest in interment rights in their niche(s).
15. The Church Vestry reserves the right to make any reasonable changes to these Terms and Conditions it deems necessary.