

ST JOHN THE EVANGELIST PARISH, MITCHAM MEMORIAL GARDEN

St John the Evangelist Parish, Mitcham (hereinafter called "The Parish") has established a Memorial Garden (hereinafter called "The Garden") on the western side of the Church for the interment of the cremated remains of parishioners of the parish.

This Deed of Understanding outlines the terms and conditions for use of the garden.

1. The garden is a sacred place and has been blessed and dedicated for the sole purpose of the interment of cremated remains.
2. Only the cremated remains of parishioners may be interred in the garden. A parishioner is deemed to be any person who resides within the parish boundaries or who regularly attends Mass within the parish. The cremated remains of former parishioners may also be interred in the garden.
3. It is the responsibility of the family concerned to arrange for the collection of cremated remains from the appropriate cemetery / crematorium. The Parish will receive the cremated remains no earlier than 48 hours beforehand so that they can be transferred to the urn used.
4. Cremated remains will be transferred from the container in which they are received by the parish into a special committal urn and placed directly into the ground in the Memorial Garden area. Accordingly, cremated remains will NOT be recoverable.
5. The ceremony of interment will be led by a designated parishioner funeral celebrant and will occur at an agreeable time. The Parish Priest may be available but this should not be presumed.
6. There are twelve garden beds available for use and the parish will designate which bed is to be used on a particular occasion.
7. It is not permissible for any plaque or plant or addition of any type to be added to the garden, except by the parish. Plaques commemorating those interred may be placed on the lower western wall of the Church and would be ordered by the parish.
8. The parish will provide the urn from which the remains will be poured into an appropriate hole that has been dug in the garden. It should be noted that over time it will be likely that areas will be reused.
9. The parish will maintain the garden and the surrounds. Again it should be noted that it is not permissible to place personal tributes of any form in the garden.
10. The cost of interment covers the ongoing maintenance of the garden and currently is \$250 and is payable the week before the ceremony of interment. The cost of the plaque is additional and is currently \$250.
11. The Parish Priest of the day may vary these conditions at his discretion.

CONSENT FORM: CREMATED REMAINS ON PARISH PROPERTY

APPLICANT'S DETAILS:

Full Name: _____

Address: _____

Contact Details: Telephone: _____ Mobile: _____

Relationship to deceased: _____

DETAILS OF DECEASED:

Full Name: _____

Date of Birth: _____ Date of Death: _____

Name of next of kin (if different to the Applicant): _____

Consent of next of kin: _____

Executor/Administrator (if different to the Applicant/Next of kin): _____

Consent of Executor/Administrator: _____

ACKNOWLEDGMENT:

1. The Parish makes no representation, warranty, assurance or guarantee as to the future use and ownership of the Parish property
2. The disposal or interment of cremated remains on Parish property
 - (a) does not guarantee that the Parish property will always be used for the purposes of a parish; and
 - (b) does not prevent the Parish changing the use of the Parish property at any time in the future (including selling, leasing, developing or otherwise dealing with the property)

I/We indemnify and release the Parish from and against all claims in connection with the disposal of the Deceased's human remains on the Parish property.

Applicant's signature

Date

Next of Kin's signature (if different to Applicant)

Date

Executor's/Administrator's signature (if different to Applicant)

Date

Signed on behalf of the Parish: _____

Date: _____