

1 Application of Conditions

- 1.1 The Agreement between the Order and the Applicant named on the reverse side hereof (“the Parties”) are governed by the following terms and conditions (“Conditions”).
- 1.2 The Conditions shall include amendments thereto which may be made from time to time by the Order, save that the term of the Agreement shall not be changed without the mutual consent of the Parties.
- 1.3 Each amended version of the Conditions shall become binding upon the Applicant as soon as a copy is made available at the Columbarium office or uploaded onto the Columbarium’s website.

2 Term

The Agreement shall become effective upon execution by the Parties and shall remain in force from that date and for a period of thirty (30) years commencing 1st January of the calendar year following the first interment (“Term”). The Agreement may be extended by the Parties in writing for further periods of ten (10) years each, subject to the payment of a renewal fee and any variation to the Conditions as may be determined by the Order.

3 Catholic Practices

- 3.1 Either the Applicant or one of the Applicant’s Beneficiaries shall be a baptized Catholic and the Applicant shall, at the request of the Columbarium management (“the Management”), produce documentary evidence thereof.
- 3.2 All ceremonies, rituals and practices used in respect of the urn and/or the Niche, including the interment, disinterment and disposal (where applicable) of an urn shall be consistent with Catholic beliefs, practices and rites. The Applicant shall procure the understanding of, agreement to and compliance by the Beneficiaries and their next-of-kin to these Catholic principles, practices and rites.

4 Reservation

- 4.1 Reservation of a niche in the Columbarium is effective only upon the signing of the Agreement and the payment of the Fee, receipt of which is acknowledged in the Agreement.
- 4.2 A niche that has been allocated to or selected by the Applicant (“Niche”) shall be used to store only the cremated ashes of a human Beneficiary or Beneficiaries specified in the Agreement and shall not be used to store the ashes of any other deceased person.
- 4.3 The Applicant shall nominate at least one Beneficiary at the time of reservation. A second Beneficiary may be nominated by the Applicant at any time during the Term.
- 4.4 Provided that the Niche has not yet been used, the Applicant may request in writing:
 - 4.4.1 a change of a Beneficiary with the consent of the Order;

- 4.4.2 an upgrade of a Niche by paying additional fees.

5 Payment and Property Rights

- 5.1 The Applicant’s payment hereunder is made without any reservations, conditions or restrictions and may be used for any lawful purpose deemed proper by the Order.
- 5.2 The Applicant acknowledges that the Order is the owner of the Columbarium and that custody and control of the Columbarium, the niches and all matters relating thereto are and shall be vested in all respects in the Order.
- 5.3 No license, interest or property right of any kind in or to the Columbarium or any niche therein shall be acquired by or through the Applicant or the Beneficiary. The relationship of the Applicant to the Order shall be one of bailor and bailee.

6 Niches, Urns, Acceptance and Removal

- 6.1 The ashes of only one Beneficiary shall be permitted in each urn unless otherwise consented to by the Management.
- 6.2 Only urns provided or approved by the Management may be stored in the Niche.
- 6.3 Urns may only be interred in the Niche by contractors of the Management during its operating hours, subject to notice in writing of at least two (2) working days in advance being given to the Management.
- 6.4 Only wall tiles provided by the Management shall be installed at the Niche. All inscriptions and decorations thereon are subject to approval by the Management and shall be made by its contractors in accordance with the design, layout and specifications of the Management. In particular:
 - 6.4.1 photographs of the deceased Beneficiary shall be in black and white only;
 - 6.4.2 any crucifix or wooden cross shall be those supplied by the Management;
 - 6.4.3 inscriptions shall be limited to the name of the Beneficiary in English, his or her date of birth and death and a biblical phrase. Additional, non-English characters may be used only in relation to the name of the Beneficiary.
- 6.5 All expenses in relation to the interment of the urn, supply and installation of the wall tile, inscriptions, fittings and any other approved decoration of the wall tile, and any other expense in relation to the Niche shall be borne by the Applicant.
- 6.6 The Order reserves the right to remove at its discretion or require the Applicant to engage the Management’s contractors to undo or change any unauthorised decoration or modification to the Columbarium, Niche or wall tile at the Applicant’s expense, including a replacement of the wall tile.

- 6.7 Prior to the expiry of the Agreement, no urn containing ashes shall be removed from a Niche except upon the request of the Applicant and with the written consent of the Order. No right whatsoever shall exist in the heirs at law of the Applicant or Beneficiary, or in any other person (except the Order in accordance with these Conditions) to have such ashes removed.
- 6.8 In the event that an urn is disinterred in accordance with Clause 6.7, the Applicant may not substitute another urn for it. Upon the disinterment of the second urn, if at all, the aforesaid disinterment shall be deemed to be a termination of this Agreement by mutual consent.

7 Regulations

- 7.1 The Applicant shall comply with, and shall ensure the compliance by the Beneficiaries and their next-of-kin to all policies, rules and regulations ("Regulations") made by the Order concerning the use, operation and maintenance of the Columbarium including any amendments thereto which the Order may make from time to time.
- 7.2 Without prejudice to Clause 9.1.4, where an Applicant breaches any term of the Conditions or Regulations, the Applicant shall be liable to the Order for any costs, expenses or charges that may be incurred by the Order as a result of the breach.

8 Relocation

- 8.1 In the event that:
- 8.1.1 the Order decides to repair, renovate, rebuild or relocate the Columbarium or any part thereof; or
- 8.1.2 the land upon which the Columbarium stands is compulsorily acquired by the government or affected by the government's redevelopment or clearance plans,
- such that a relocation of the urns in the niches is necessary, the Order:
- 8.1.3 shall provide or procure facilities similar to those now existing for the re-depositing of urns committed to its care;
- 8.1.4 may have the urns and ashes removed from any Niche affected by such change or discontinuance. The allocation of a new niche for the Applicant's urns shall be at the sole discretion of the Order; and
- 8.1.5 shall make every reasonable effort to notify the Applicant and the Nominee as to the new location.
- 8.2 Where the Applicant elects not to relocate his urn, he may remove the same from the Columbarium at his own cost within the time limit stated in the notification. Such an act shall be deemed to be a termination of this Agreement by mutual consent.

- 8.3 The cost of the relocation and re-depositing of the Applicant's urns and the customisation of the Niche shall be borne by the Applicant in an amount proportionate to the Fee paid by the Applicant and the remainder of the Term of the Agreement.
- 8.4 For the avoidance of doubt, there shall be no refund of any Fee paid or any compensation pursuant to a relocation of the Applicant's urns under this Clause 8.

9 Expiry and Termination

- 9.1 This Agreement shall terminate prior to the expiry of its Term upon the occurrence of the following events:
- 9.1.1 when the land acquisition, redevelopment or clearance provided in Clause 8.1.2 make it no longer viable for the Order to continue with the Columbarium;
- 9.1.2 the Order decides to discontinue the operation and use of the Columbarium or any part thereof;
- 9.1.3 the Order ceases to exist in Singapore; or
- 9.1.4 the Order determines to terminate this Agreement as a result of a breach of these Conditions by the Applicant, including a persistent breach of the Regulations.
- 9.2 The Order shall give written notice of the termination or expiry of the Agreement to the Applicant and shall afford the Applicant the opportunity to remove the Beneficiary's urn within the time limit stated in the notification.
- 9.3 In the event of a termination pursuant to Clause 9.1.1, 9.1.2 or 9.1.3, at the request of the Applicant, the Order shall provide assistance in sourcing a replacement niche in another columbarium, thereafter, the Applicant shall enter into a contract directly with the other columbarium on its terms and conditions.
- 9.4 In the event of a termination pursuant to Clause 9.1.2 or 9.1.3 only:
- 9.4.1 if by the date of the termination notice the Niche has not yet been used, the Order shall at the Applicant's request refund the monies paid for the Niche, less a reservation fee amounting to ten (10) percent of the Fee paid by the Applicant; or
- 9.4.2 where the Niche has been used prior to the date of the termination notice, the Order shall at the Applicant's request give a refund of the Fee paid by the Applicant *pro rata* to the remainder of the Term of the Agreement.
- 9.5 Any request for a refund shall be made in writing within the time limit stated in the notice failing which no refund shall be made.

- 9.6 If the Applicant does not remove the contents of the Niche or request assistance with a replacement niche within the time limit stated in the notice issued pursuant to Clause 9.2, the Order may in its absolute discretion deem the Applicant's urns as abandoned and may dispose of the same in a manner consistent with Catholic principles, practices and rites without further notice.
- 9.7 Except as provided in Clause 9.4, the Applicant shall not be entitled to any refund of any Fee paid or any compensation for the termination of the Agreement howsoever caused.

10 Communication and Notices

- 10.1 All communication with the Applicant and the Nominee shall be made using the contact details provided at the beginning of this Agreement. The Applicant undertakes to notify the Management forthwith of any change in these particulars.
- 10.2 All notices required under these Conditions shall be in writing and shall be deemed to have been given if they are:
- 10.2.1 sent by post to the address of Applicant and/or the Nominee as reflected in this Agreement or as notified to the Order pursuant to Clause 10.1;
 - 10.2.2 placed in an advertisement(s) in any public media; or
 - 10.2.3 affixed to the Niche.

11 Assignment and Succession of Rights

- 11.1 The Applicant shall not assign or transfer its rights and liabilities under this Agreement without the prior written consent of the Order.
- 11.2 Where the Applicant is deceased, incapacitated or untraceable as deemed by the Order in its absolute discretion, the Order shall have the right but not the obligation to deal with and take instructions from the Nominee.
- 11.3 This Agreement shall apply to, be binding upon and inure to the benefit of the Parties' successors and assigns and in the case of the Applicant, this Agreement may additionally be binding upon and inure to the benefit of any person who may be recognised and accepted by the Order in its absolute discretion as succeeding to the rights of the Applicant.

12 Exclusion of Liability

- 12.1 The Order shall not be responsible for the preservation of any urn or for any damage to the Niche or wall tile or for any spillage, damage or loss of ashes stored in the Niche.
- 12.2 The Order shall not be liable to the Applicant for any loss, damage or inconvenience which may be caused by vandalism or acts of a third party or the temporary loss of access to the Niche during periods of inspection, maintenance or repair of the Columbarium.

- 12.3 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In no event shall the Order be liable for any special, indirect, incidental or consequential loss or damage howsoever caused including loss of peace of mind or mental distress.

13 General

- 13.1 No waiver by the Order of any breach of the Conditions or Regulations by the Applicant shall be considered as a waiver of any subsequent breach of the same or any other provision. A delay by the Order in enforcing its right under the Agreement does not amount to a waiver of its rights.
- 13.2 The invalidity or unenforceability for any reason of any provision of these Conditions shall not prejudice or affect the validity or enforceability of its other provisions.
- 13.3 No term shall survive the expiry or termination of the Agreement unless expressly provided.
- 13.4 The Parties do not intend that any term of the Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B) or otherwise, by any person who is not a party to the Agreement.
- 13.5 The Agreement and these Conditions shall be governed by and construed in accordance with the laws of Singapore. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.

14 Transitional Provisions

- 14.1 The following provisions shall apply in respect of an Applicant who reserved a niche prior to 1 June 2011 ("Existing User") and where the Existing User or his successor as defined in Clause 11.3 executes this Agreement by 31 December 2011 or such other date as the Order may allow:
- 14.1.1 The effective date of the Agreement executed in the manner provided for in Clause 14.1 shall be 1 January 2012;
 - 14.1.2 Clause 2 and Clause 9.4.2 of this Agreement shall not apply to an Existing User;
 - 14.1.3 The cost of the relocation and re-depositing of an urn as provided in Clause 8.3 shall be waived, except that the Existing User shall bear the cost of any customisation of his Niche including the wall tile.