

# CATHOLIC DIOCESE OF HONG KONG

## RULES OF THE CATHOLIC CEMETERIES

### CHAPTER 1 -- INTRODUCTORY

1. These Rules governing the Catholic Cemeteries may be cited as the Rules of the Catholic Cemeteries (hereinafter known as “the Rules”).
2. In these Rules, unless the context otherwise requires –

“**Diocese**” (教區) means the Catholic Diocese of Hong Kong, legally known as “THE BISHOP OF THE ROMAN CATHOLIC CHURCH IN HONG KONG” and formerly known as the Vicar Apostolic of the Roman Catholic Church, Hong Kong.

“**Board**” (委員會) means the Diocesan Board of the Catholic Cemeteries. It is a policy making body for the Catholic Cemeteries under the direction of the Diocese. The members of the Board are appointed by the Catholic Bishop of Hong Kong.

“**Catholic Cemetery**” (天主教墳場) means any cemetery for the time being under the management and control of the Catholic Bishop of Hong Kong specified in Schedule I of these Rules.

“**Superintendent**” (監督) means the Superintendent of the Catholic Cemeteries in Hong Kong. His responsibilities are to administer and manage all the Catholic Cemeteries under the direction of the Board.

“**Relative**” (親屬) means the following persons related to the deceased first interred in the burial ground of the Catholic Cemeteries (hereinafter known as “the deceased first interred”):

- (a) the spouse of the deceased first interred;
- (b) the father, mother, grandfather, grandmother, great-grandfather or great-grandmother of the deceased first interred or of the spouse of the deceased first interred;
- (c) a brother or sister of the deceased first interred or of the spouse of the deceased first interred or of the persons referred to in paragraph (b) above;
- (d) the spouse of a person referred to in paragraph (c) above;
- (e) a descendant of the deceased first interred or of the persons referred to in paragraph (b) or (c) above;
- (f) the spouse of a person referred to in paragraph (e).

**“Ashes” (骨灰)** means the ashes/cremains resulting from the cremation of human remains or exhumed human remains.

**“Human Remains” (遺骸)** means the body or part thereof of a deceased, but does not include ashes resulting from the cremation thereof.

**“Exhumed Human Remains” (骨殖)** means the skeletal remains after exhumation and relocation of fully decomposed human remains.

**“Burial” (安葬)** includes (a) coffin burial of human remains in permanent burial lot or exhumable burial lot (one extendable term only) or exhumable burial lot (multiple extendable terms); (b) burial or depository of exhumed human remains in permanent burial lot, permanent urn burial lot, exhumable burial lot (multiple extendable terms), family niche, ossuary niche or designated depository; (c) burial or depository of ashes in permanent burial lot, permanent urn burial lot, exhumable burial lot (multiple extendable terms), family niche, urn niche or designated depository.

**“Burial Ground” (墳地)** includes the permanent burial lot, the permanent urn burial lot, the exhumable burial lot (one extendable term only), the exhumable burial lot (multiple extendable terms), the ossuary niche, the urn niche and the family niche.

**“Permanent Burial Lot” (永久墓地)** means a burial space allocated for the burial of human remains and which, under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery, does not have to be exhumed and relocated. The ownership of the lot remains with the Diocese. The fees charged are for the use of the lot. The lot is not transferable, saleable, leasable and could not be reserved by the recognized representative or the surviving relatives or their legal personal representatives. The right of use of the lot shall be terminated upon exhumation and relocation or exportation of the human remains of the deceased first interred. Upon exhumation and relocation or exportation of the deceased first interred, all subsequent interment(s), if any, shall at the same time be exhumed and relocated or exported and the lot shall revert to the Diocese for reallocation.

**“Permanent Urn Burial Lot” (永久骨地)** means a burial space allocated for the burial of exhumed human remains and which, under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery, does not have to be exhumed and relocated. The ownership of the lot remains with the Diocese. The fees charged are for the use of the lot. The lot is not transferable, saleable, leasable and could not be reserved by the recognized representative or the surviving relatives or their legal personal representatives. The right of use of the lot shall be terminated upon exhumation and relocation or exportation of the exhumed human remains of the deceased

first interred. Upon exhumation and relocation or exportation of the deceased first interred, all subsequent interment(s), if any, shall at the same time be exhumed and relocated or exported and the lot shall revert to the Diocese for reallocation.

**“Niche” (龕位)** means a burial space allocated for the depository of exhumed human remains or ashes and which, under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery, does not have to be relocated. The ownership of the niche remains with the Diocese. The fees charged are for the use of the niche. The niche is not transferable, saleable, leasable and could not be reserved by the recognized representative or the surviving relatives or their legal personal representatives. The right of use of the niche shall be terminated upon relocation or exportation of the exhumed human remains or ashes of the deceased first interred. Upon relocation or exportation of the deceased first interred, all subsequent interment(s), if any, shall at the same time be relocated or exported and the niche shall revert to the Diocese for reallocation. There are two types of niches – the niche for exhumed human remains is known hereinafter as “ossuary niche” and the niche for ashes is known hereinafter as “urn niche”.

**“Family Niche” (家庭龕位)** means a burial space allocated for the depository of exhumed human remains or ashes of a family for an initial term of twenty years which may be extendable for multiple terms of ten years each, under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery. The extension is subject to approval by the Board and payment of a fee as prescribed in Schedule II of these Rules. The ownership of the family niche remains with the Diocese. The fees charged are for the use of the niche. The niche is not transferable, saleable, leasable and could not be reserved by the recognized representative, surviving relatives or their legal personal representatives. The right of use of the family niche shall be terminated upon relocation or exportation of the exhumed human remains or ashes of the deceased first interred or failure to further extend after the first twenty years or every ten years thereafter. Upon relocation or exportation of the deceased first interred, all subsequent interment(s), if any, shall at the same time be relocated or exported and the family niche shall revert to the Diocese for reallocation.

**“Exhumable Burial Lot (One Extendable Term Only)” (只可續期一次墓地)** means a burial space allocated for the burial of human remains for a fixed term of ten years which may be extended for one further term of six years under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery, subject to the payment of a fee as prescribed in Schedule II of these Rules. The ownership of the lot remains with the Diocese. The fees charged are for the use of the lot. The lot is not transferable, saleable, leasable and could not be reserved by the recognized

representative, surviving relatives or their legal personal representatives. On or before the expiry of the prescribed period of ten or sixteen years, the recognized representative should arrange for the exhumation and relocation according to the provisions made in these Rules. The right of use of the exhumable burial lot (one extendable term only) shall be terminated upon exhumation and relocation or exportation of the exhumed human remains of the deceased interred therein and the lot shall revert to the Diocese for reallocation.

**“Exhumable Burial Lot (Multiple Extendable Terms)”** (可多次續期墓地) means a burial space allocated for the burial of human remains for an initial term of twenty years which may be extendable for multiple terms of ten years each, under normal circumstances and within the duration stated in the Government Lease of the respective Catholic Cemetery. The extension is subject to approval by the Board and payment of a fee as prescribed in Schedule II of these Rules. The ownership of the burial lot remains with the Diocese. The fees charged are for the use of the lot. The lot is not transferable, saleable, leasable and could not be reserved by the recognized representative, surviving relatives or their legal personal representatives. The right of use of the exhumable burial lot (multiple extendable terms) shall be terminated upon exhumation and relocation or exportation of the exhumed human remains of the deceased first interred or failure to further extend after the first twenty years or every ten years thereafter. Upon exhumation and relocation or exportation of the deceased first interred, all subsequent interment(s), if any, shall at the same time be exhumed and relocated or exported and the lot shall revert to the Diocese for reallocation.

**“Angels’ Garden”** (天使花園) means a designated place in the Catholic Cemetery for keeping of remains of foetus, born of Catholic parent(s), where no Form 13 under section 18(a) of the Births and Deaths Registration Ordinance, Cap. 174 has been issued in respect of the foetus. The rules governing the Angels’ Garden are stipulated in Annex 1.

**“Recognized Representative”** (認可代表) means any person holding the official receipt or the replacement receipt of the burial ground allocated to the deceased buried therein.

3. Catholic Cemeteries are governed by the Board under these Rules, the Private Cemeteries Regulation made under the Public Health and Municipal Services Ordinance and other related statutory legislation of the Hong Kong Special Administrative Region.
4. Catholic Cemeteries are reserved for the burial of Catholics in accordance with the provisions made by these Rules.

## CHAPTER 2 -- INTERMENT

### 5. Eligibility:

- (a) Only Catholic faithful could be buried in a Catholic Cemetery.
- (b) Catechumens who have received the Catholic Rite of Becoming Catechumens may be buried in a Catholic Cemetery.
- (c) A person who has not received any catechetical instructions could not be buried in a Catholic Cemetery even though he had been or was baptized at the moment of death or when unconscious.
- (d) No person is permitted to be buried in a Catholic Cemetery unless a Burial Permit in the Catholic Cemetery has first been obtained.

### 6. Procedures:

- (a) The applicant should first apply for the necessary documents for burial/cremation from the Joint Office set up by the Food and Environmental Hygiene Department, Immigration Department and Department of Health.
- (b) The applicant should then apply for a Burial Permit in the Catholic Cemetery issued by the Parish of the deceased. A Burial Permit in the Catholic Cemetery could only be issued by the Parish Priest, Assistant Parish Priest or Permanent Deacon of the Parish of the deceased.
- (c) The applicant should then make arrangements for burial at the relevant Catholic Cemetery Office together with payment of the fees as prescribed in Schedule II of these Rules.

### 7. Categories of burial ground:

From 1988 onwards, “Permanent Burial Lot” and “Permanent Urn Burial Lot” were no longer allocated by the Diocese. The following categories of burial ground are currently provided by the Catholic Cemeteries:

- (a) Exhumable Burial Lot (One Extendable Term Only)
- (b) Exhumable Burial Lot (Multiple Extendable Terms)
- (c) Ossuary Niche
- (d) Urn Niche

(e) Family Niche

8. Co-burials:

(a) Provided that the deceased first interred is still interred therein, space permissible in the burial ground and in a dignified manner, multiple co-burial of human remains, exhumed human remains or ashes after the first interment may be permitted in the permanent burial lot, exhumable burial lot (multiple extendable terms), permanent urn burial lot, urn niche or family niche subject to payment of the fees as prescribed in Schedule II of these Rules:

(i) Permanent Burial Lot: Co-burial of human remains or exhumed human remains or ashes is permitted. For co-burial of human remains (coffin burial), if the application is approved, the recognized representative must prior to the co-burial, arrange for the human remains of the deceased first interred to be exhumed and reburied in the same grave. For subsequent co-burial of human remains (coffin burial), the interment(s) prior to the application of the co-burial must be exhumed and reburied in the same grave or be relocated or exported.

(ii) Exhumable Burial Lot (Multiple Extendable Terms): Co-burial of human remains or exhumed human remains or ashes is permitted. For co-burial of human remains (coffin burial), if the application is approved, the recognized representative must prior to the co-burial, arrange for the human remains of the deceased first interred to be exhumed and reburied in the same grave. For subsequent co-burial of human remains (coffin burial), the interment(s) prior to the application of the co-burial must be exhumed and reburied in the same grave or be relocated or exported.

(iii) Permanent Urn Burial Lot: Co-burial of exhumed human remains or ashes is permitted.

(iv) Urn Niche: Co-burial of ashes in urn is permitted.

(v) Family Niche: Co-burial of ashes in urn or exhumed human remains is permitted.

(b) Only the Relative of the deceased first interred in the permanent burial lot, exhumable burial lot (multiple extendable terms), permanent urn burial lot, urn niche or family niche is permitted to be co-buried.

- (c) The recognized representative applying for a co-burial should produce the original documents for proof of relationship between the deceased to be co-buried and the deceased first interred or any one of the Relative co-buried, together with a diagram illustrating the family relationship between the deceased to be co-buried and the deceased first interred, and all the other documents required for burial as stipulated in these Rules.
- (d) Upon the approval of the application, the recognized representative should also pay the fees as prescribed in Schedule II of these Rules.

### **CHAPTER 3 -- FEES AND OFFICIAL RECEIPTS**

- 9. Fees are charged in accordance with the “Table of Fees of the Catholic Cemeteries” listed in Schedule II of these Rules. The Board reserves the right to revise the Table of Fees if and when it deemed necessary.
- 10. Fees chargeable are to be paid at the relevant Catholic Cemetery Office. An official receipt will be issued immediately upon payment. The official receipt is the only valid document of proof and must be kept in a safe place for all future reference and use.
- 11. In the event that the official receipt of the burial ground allocated to the deceased is lost, the recognized representative or any other persons concerned may contact the relevant Catholic Cemetery Office for the application of a replacement receipt. Procedures for application of a replacement receipt are obtainable from all the Catholic Cemetery Offices.

### **CHAPTER 4 -- BURIAL GROUND**

- 12. Human remains must be buried in a coffin; exhumed human remains and ashes must be put in an urn or other suitable container prior to burial.
- 13. (a) The dimensions of a coffin burial lot [for permanent burial lot, exhumable burial lot (one extendable term only) and exhumable burial lot (multiple extendable terms)] shall not exceed a length of 2400 mm and a width of 900 mm.
- (b) The dimensions of an urn burial lot shall not exceed a length and width of 900 mm each.
- (c) Unless otherwise stated, the dimensions of a standard niche [for both ossuary niche and urn niche] shall have a width and height of 300 mm each and a depth of 600 mm.

- (d) The dimensions of a family niche shall have a width and depth of 600 mm each and a height of 300 mm.
14. It is prohibited to change the direction of a grave and/or gravestone for Fung Shui or other reasons.
  15. Within two years after the burial of the deceased, a gravestone should be erected and properly maintained over the grave. If no gravestone is erected within that period, the Superintendent reserves the right to erect one. All expenses incurred shall be chargeable to and recovered from the recognized representative who, at a later date, may come forth or be located.
  16. Not more than one burial lot or niche shall be allocated to a deceased.
  17. Subject to Clause 8 hereof, only one set of encoffined human remains shall be interred in one burial lot.
  18. No arrangement for pre-allocation or pre-subscription of burial ground shall be permitted.
  19. The Diocese is not responsible and gives no warranty to the burial ground, grave, underground chamber, vault, urn, niche, barrier, railing, post, seat, boundary stone, monument, gravestone, sculpture, statue, free-standing vase, niche sealing slab, niche interior lining, stainless steel frame, screws and built-in vase, tablet, ornament, tree, shrub or ornamental plant and any other commemorative or decorative object against natural disaster, landslip, collapse and damage of retaining walls, subsidence of land, fallen trees, burglary, vandalism, criminal damage, civil commotion or from any other causes whatsoever. The Diocese shall not be held liable for indemnification or compensation for the loss, damage or disturbance caused to any of the above-mentioned as a result of such events.

## **CHAPTER 5 -- ERECTION AND MAINTENANCE OF GRAVESTONES AND OTHER WORKS**

20. (a) A recognized representative who intends to erect or maintain a gravestone for the deceased or carry out any other works should first obtain formal approval from the Superintendent by producing to him, either in person or through an appointed approved contractor, the following documents:
  - (i) A work permit issued by the Catholic Cemetery Office or the official receipt (or the replacement receipt) of the burial ground allocated to the deceased for the application for a work permit; and



- (ii)(a) For works relating to gravestone – two copies of the proposed design of the gravestone with the method statement, construction details, plan and full information in respect of the design, measurements, materials to be used and the text to be engraved; or
- (ii)(b) For other works – two copies of the method statement, construction details, plan and full information in respect of the works proposed; and
- (iii) Payment of the deposit as prescribed in Schedule II of these Rules.

A list of approved contractors for works in the Catholic Cemetery is obtainable from the website or all the Catholic Cemetery Offices.

- (b) No works shall commence until formal approval has been obtained.
- (c) Works shall be completed within sixty calendar days from the date of the formal approval. If for any reason the works are not completed within the prescribed period, the appointed approved contractor shall apply to the Superintendent, before the expiry of the sixty calendar days, for an extension of the permit and pay an additional prescribed deposit. The deposit originally paid shall be forfeited in full. The appointed approved contractor may also apply for cancellation of the works within the said sixty calendar days and for the refund of the deposit.
- (d) Upon completion of work, the appointed approved contractor shall notify the Cemetery Supervisor and the contracting party to inspect the work. If the work is confirmed to be completed to the satisfaction of the Superintendent or his representative and to that of the contracting party, the appointed approved contractor may apply for refund of the deposit from the Catholic Cemetery Office by producing the original deposit receipt and the work permit for cancellation.
- (e) If the appointed approved contractor causes any direct or indirect damage to the Catholic Cemetery, or any grave in the course of the work, or if he is forced to dismantle and/or to demolish a gravestone or other works constructed by him due to his non-compliance with these Rules, the contract or the approved design, or upon completion of the work, he has not cleared away the debris, and in all of these cases, the Superintendent reserves the right to forfeit all the deposit received from the appointed approved contractor and to demand the appointed approved contractor to indemnify the Diocese and the contracting party and to keep the Diocese indemnified until full settlement of the loss and damages caused by the appointed approved contractor has been reached.

21. The design of all gravestones, underground chamber, sculptures, statues, vases and other commemorative or decorative objects shall be approved by the Superintendent at his absolute sole discretion. When erecting a gravestone, the following measurements and criteria should be observed:
- (a) Coffin burial lots: The dimensions of the platform slab shall not exceed 900 mm in width, 1800 mm in length and the height measuring from ground to top of gravestone shall not exceed 1500 mm.
  - (b) Urn burial lots: The dimensions of the platform slab shall not exceed 600 mm in width, 900 mm in length and the height measuring from ground to top of gravestone shall not exceed 1200 mm.
  - (c) Gravestone design: A gravestone shall be designed so that no water can accumulate on it. The grave number and section number assigned to the grave should be clearly engraved on a prominent surface for easy identification.
22. All gravestones, underground chamber, sculptures, statues, free-standing vases, niche sealing slabs, niche interior lining, stainless steel frame, screws and built-in vase, monuments, headstones, tablets, ornaments, trees, shrubs, ornamental plants and any other commemorative or decorative objects are set up, placed or erected at the sole risk of the owners of these objects. The owners of these objects shall at all times be held liable to and shall fully indemnify the Diocese against all claims, demands, actions and legal proceedings whatsoever made upon the Diocese in respect of any loss or damage suffered by the Diocese or any person whomsoever resulting from the collapse, damage or otherwise of these objects due to accident or otherwise whether or not caused by the negligence of the owners of these objects. The Diocese shall also not be held responsible nor be held liable for the loss or damage of these objects due to natural disaster, landslip, collapse and damage of retaining walls, subsidence of land, fallen trees, burglary, vandalism, criminal damage, civil commotion or from any causes whatsoever.

## **CHAPTER 6 -- EXHUMATION AND RELOCATION OR EXPORTATION**

23. Application for exhumation and relocation or exportation of human remains, exhumed human remains or ashes, or for a co-burial in a Catholic Cemetery must be made by the recognized representative at the relevant Catholic Cemetery Office.

24. No exhumation and/or relocation and/or exportation of any human remains or exhumed human remains in a Catholic Cemetery could be carried out without first obtaining a written consent from the Director of Food and Environmental Hygiene and the Superintendent of the Catholic Cemeteries. For the exhumation and/or relocation and/or exportation of ashes in a Catholic Cemetery, prior written consent from the Superintendent of the Catholic Cemeteries is required.
25. (a) (i) For exhumable burial lot (one extendable term only), on or before the expiry of the fixed term of ten years (if no application for extension has been made) or on or before the expiry of the extended term of six years (if an application for extension of six years has been made and approved),
- (ii) For exhumable burial lot (multiple extendable terms), on or before the expiry of the first twenty years (if no application for extension has been made) or on or before the expiry of the extended term of ten years, or its multiple(s) (if no application for further extension of ten years has been made),
- (iii) For family niche, on or before the expiry of the first twenty years (if no application for extension has been made) or on or before the expiry of the extended term of ten years, or its multiple(s) (if no application for further extension of ten years has been made),

the recognized representative should arrange with the relevant Catholic Cemetery Office for exhumation and/or relocation or exportation of the human remains and/or exhumed human remains and/or ashes buried therein.

- (b) Upon the expiry of the respective periods mentioned above, if no one comes forth to apply for the exhumation of the graves or relocation/exportation of family niches or apply for extension as the case may be, the Superintendent may exhume/relocate the human remains and/or exhumed human remains and/or ashes in these graves or family niches and store the exhumed human remains or ashes in a designated depository in the Catholic Cemetery without further notice, provided that:
- (i) the Superintendent's intention to disinter has been published in all the parish churches in Hong Kong, in the Kung Kao Po and the Sunday Examiner and in not less than five local newspapers, at least one of which must be in English; and
- (ii) six months have elapsed from the date of such publication; and
- (iii) the consent of the Director of Food and Environmental Hygiene has been obtained.

- (c) The grave demolition fee, exhumation fee and storage fee incurred shall be chargeable to and recovered from the recognized representative who, at a later date, may come forth to claim these exhumed human remains and/or ashes.
26. (a) Upon exhumation and/or relocation and/or exportation of the human remains, exhumed human remains or ashes of the deceased first interred, regardless of whether there are subsequent interments, the burial ground would revert to the Diocese for reallocation. No one shall have the right to transfer, sell, or let the burial ground to any other parties, and/or to demand for compensation of any form whatsoever from the Diocese for the reversion of the burial ground to it.
- (b) In the event of exhumation and relocation or exportation of one or more of the subsequent interment(s), the recognized representative shall arrange for the re-installation of the gravestone or sealing slab of the burial ground concerned at his own cost.
27. Notwithstanding Clause 28, in case of emergency posing an imminent threat to public safety, the Superintendent has the right to carry out repairs to the said burial lot without first notifying the recognized representative. All expenses incurred shall be chargeable to and recovered from the recognized representative who, at a later date, may come forth or be located.
28. When a burial lot is seriously damaged, collapsed and unattended for a long period of time, it is deemed to be an abandoned grave. The Superintendent shall first notify the recognized representative of the deceased by registered post at his last known address registered at the Catholic Cemetery Office. If no reply or notification of action is received within a reasonable time, the Superintendent may, with the written consent of the Director of Food and Environmental Hygiene, authorize the human remains in the burial lot to be exhumed, relocated and stored in a designated depository of the Catholic Cemetery and the burial lot would revert to the Diocese for reallocation.

## **CHAPTER 7 -- MANAGEMENT**

29. Catholic Cemeteries are administered in accordance with these Rules drawn up by the Board and are managed by the Superintendent.
30. Catholic Cemetery staff and workers are employees of the Diocese and are not permitted to solicit or receive commissions, profits or material benefits of any kind. They are not permitted to sell any service, article or object or to conduct any business or trade of their own. Offenders are subject to disciplinary actions or immediate dismissal by the Diocese.

31. Appointed approved contractors or other outsourced contractors, its employees and agents are not permitted to solicit or receive commissions, profits or material benefits of any kind. They are not permitted to sell any service, article or object or to conduct or solicit any business or trade of their own. Offenders are subject to follow-up action taken by the Diocese according to their contract.
32. If any employee or agent of the Catholic Cemetery, appointed approved contractor or other outsourced contractors is found insinuating, exacting or soliciting for material benefits of any kind out of any motive or purpose, he shall be reported immediately to the Independent Commission Against Corruption.
33. Catholic Cemetery employees and any appointed person are authorized to stop any person contravening Clauses 34, 35, 36, 37 and 38 herein and to report to the police for actions, if necessary. Catholic Cemetery employees incurring these contraventions are subject to disciplinary actions or immediate dismissal. Appointed approved contractors, or other outsourced contractors, its employees and agents incurring these contraventions are subject to follow-up actions taken by the Diocese according to their contract.
34. No person shall, in any Catholic Cemetery:
  - (a) wilfully disturb or interfere with any funeral service or procession or any religious or commemorative meetings;
  - (b) hold, promote or take part in any public meeting other than a meeting of a religious or commemorative nature relating to the deceased buried therein;
  - (c) to burn any paper articles, incense, joss sticks or to place sacrificial offerings in the customs of other religious beliefs;
  - (d) post, hang, display, affix, or distribute any handbill, card, circular, or advertisement of any kind whatsoever;
  - (e) wilfully or carelessly deface, injure, soil or defile any slope, wall or fence in or enclosing the cemetery, or any part thereof, or any grave, underground chamber, vault, urn, niche, barrier, railing, post, seat, boundary stone, monument, gravestone, sculpture, statue, free-standing vase, niche sealing slab, niche interior lining, stainless steel frame, screws and built-in vase, tablet, ornament, tree, shrub or ornamental plant;
  - (f) climb any wall or fence in or enclosing the cemetery, or any part thereof, or any tree, barrier, railing, pole, monument, headstone, tablet or ornament;  
and

- (g) behave in a noisy or unseemly manner.
35. Except with the prior written approval of the Superintendent, no person shall be allowed to conduct guided tour, group visit, commercial filming, location shooting and/or any commercial activities in any Catholic Cemeteries.
  36. No person shall permit any dogs or other animals to enter the Catholic Cemeteries.
  37. No person shall dig any grave, carry out any earth excavation or carry out any works in a Catholic Cemetery without the written permission of the Superintendent and/or that of the Director of Food and Environmental Hygiene.
  38. Gambling, drug taking, drug trafficking, vandalism or any other act of civil or criminal offences is strictly forbidden in the Catholic Cemeteries.
  39. Any person causing damage, defacement, soiling or defilement for any reasons, whether wilfully or otherwise, in a Catholic Cemetery shall be held liable to make good and to indemnify all the loss and damages incurred.
  40. Any complaint whatsoever should be either sent in writing with true and full name, correspondence address and telephone number or conveyed in person to the Superintendent of the Catholic Cemeteries whose office is as follows:

The Superintendent, Catholic Cemeteries,  
c/o St. Raphael's Catholic Cemetery Office,  
Cheung Sha Wan, Kowloon.  
Phone: (852) 2745-4220 Fax: (852) 2307-2585  
Email: ccemstraphael@catholic.org.hk

## **CHAPTER 8 -- GENERAL**

41. These Rules are compiled by the Board and are approved and promulgated by the Catholic Bishop of Hong Kong.
42. These Rules are in accordance with the Private Cemeteries Regulation made under the Public Health and Municipal Services Ordinance and any other related statutory legislation of the Hong Kong Special Administrative Region. Should any of these Rules be inconsistent with those provided by the relevant government ordinances, the relevant government ordinances shall prevail.
43. These Rules are subject to addition, deletion and amendment by the Board as from time to time it deemed appropriate and necessary.

44. (a) Words and expressions importing the masculine gender include the feminine and neuter genders.
- (b) Words and expressions in the singular include the plural and words and expressions in the plural include the singular.
45. (a) The English language text and the Chinese language text of these Rules shall be equally authentic, and these Rules shall be construed accordingly.
- (b) The provisions of these Rules are presumed to have the same meaning in each authentic text.
- (c) Where a comparison of the authentic texts of these Rules discloses a difference of meaning which the rules of statutory interpretation ordinarily applicable do not resolve, the meaning which best reconciles the texts, having regard to the object and purposes of these Rules, shall be adopted.

**Revised by the Diocesan Board of Catholic Cemeteries on 25 May 2020,  
approved by the Director of Food and Environmental Hygiene of the Hong Kong  
Special Administrative Region on 31 July 2020 to take effect from 1 September 2020.**

## ANNEX 1

In the religious belief of the Catholic faith, life begins at conception. The Catholic Diocese is therefore obliged under our faith to keep remains of foetus less than 24 weeks after conception, born of Catholic parent(s), in the designated Angels' Garden in our Catholic Cemetery upon application and subject to the following rules:-

1. Obtain and submit the duly completed application form together with all the relevant supporting documents for endorsement by the Parish Priest, Assistant Parish Priest or Permanent Deacon of the Parish of the parent(s) to the Catholic Cemetery Office. The application form is obtainable from the Catholic Cemetery Offices or can be downloaded from <http://vgoffice.catholic.org.hk>.
2. Subsequent to the successful completion of (1) above, apply to the Hospital for the relevant collection form upon fulfillment of all the procedures of the Hospital.
3. Payment of prescribed fees to the Catholic Cemetery Office as approved by the Board from time to time.



## LIST OF CATHOLIC CEMETERIES

<u>Cemetery</u>	<u>Cemetery Office</u>
St. Raphael's Catholic Cemetery	Cheung Sha Wan, Kowloon Tel: (852) 2741 5283 Fax: (852) 2741 2332 Email:ccemstraphael@catholic.org.hk
St. Michael's Catholic Cemetery	Happy Valley, Hong Kong. Tel: (852) 2572 6078 Fax: (852) 2574 3888 Email:ccemstmichael@catholic.org.hk
Holy Cross Catholic Cemetery	Cape Collinson, Chai Wan, Hong Kong. Tel: (852) 2557 4213 Fax: (852) 2557 4333 Email:ccemholycross@catholic.org.hk
Cheung Chau Catholic Cemetery	c/o St. Raphael's Catholic Cemetery Office Tel: (852) 2741 5283 Fax: (852) 2741 2332 Email:ccemstraphael@catholic.org.hk
Sai Kung Catholic Cemetery	c/o St. Raphael's Catholic Cemetery Office Tel: (852) 2741 5283 Fax: (852) 2741 2332 Email:ccemstraphael@catholic.org.hk