

CALGRO M3 MEMORIAL PARKS STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Headstone Section" means any section set aside for the erection of headstones only.
- 1.2 "Calgro M3" means Calgro M3 Memorial Parks Nasrec (Pty) Ltd, Registration Number 2014/173098/07, Calgro M3 Memorial Parks Holding (Pty) Ltd, Registration Number 2016/082879/07, Calgro M3 Memorial Parks Bloemfontein (Pty) Ltd, Registration Number 2017/356263/07, owner of the Cemeteries and who are entitled to grant the Private Right and the right to Interment.
- 1.3 "Cemetery" means any memorial park owned or operated by Calgro M3.
- 1.4 "Certificate of Private Right" means the official certificate produced and issued by the Calgro M3 Memorial Park Management System (MPMS) and which includes the QR Code.
- 1.5 "Full memorial section" means a section in the cemetery set aside for the erection of full memorials.
- 1.6 "Grave" means any piece of land excavated for the burial of a body within the Cemetery and includes the contents and the Memorial Work.
- 1.7 "Holder" means the holder of the Private Right and includes (a) a person who made application for the first Interment in a Grave; subject to the applicable fee; or (b) such person who has made application for the Private Right for the reservation of a grave for future Interment; subject to the applicable fee.
- 1.8 "Interment" means the burial of a body or ashes in a Grave.
- 1.9 "Local Authority" means the local municipality or its successor in title, in which municipal jurisdiction the cemetery resides.
- 1.10 "Memorial Park" means cemetery and has a corresponding meaning.
- 1.11 "Memorial Work" means any headstone, monument, plaque, or other work, or object, erected or intended to be erected on or associated with the Grave to commemorate a deceased person, and includes a kerb(s) demarcating a Grave, and a slab covering a Grave.
- 1.12 "Normal Operational Hours" means Monday to Saturday between the hours of 08h00 to 15h00, which times accommodate the hours of permissible burial. No burials will be permitted on Sundays, the 25 December, 26 December, and 1 January.
- 1.13 "Officer-in-Charge" means the person authorized to be in control of the Cemetery.
- 1.14 "Park Specific Rules and Regulations" means the standard terms and conditions, as well as park specific rules and regulations; and such memorial parks specific rules and regulations are available on the official Calgro M3 Memorial Parks website memorialparksbycalgro.com
- 1.15 "Prescribed Application Form" means the relevant application form produced by the Memorial Parks Management System (MPMS), which is to be completed and signed by the Holder as prescribed in these terms and conditions.
- 1.16 "Private Right" means the right to Interment afforded to a Holder in accordance with these terms and conditions.
- 1.17 "Standard Terms and Conditions" means the standard terms and conditions as set forth herein, applicable to all memorial parks and are to be read in conjunction with the Park Specific Rules and Regulations. Where there is duplication or uncertainty, the Park Specific Rules and Regulations applicable to the specific cemetery will apply.
- 1.18 "Unauthorised Objects" means any flower holder, vase or pot that are not in compliance with the terms and conditions and the specific rules and regulations of the individual parks and includes grave markers not according to specification and material, trinkets, statues, metal cots, fences, ornaments, wooden crosses, decorations, items of sentimental value, stones and pebbles, benches, trees, and flowers planted directly into the soil.

2. INTERMENT AND PRIVATE RIGHTS

- 2.1 A signed application for interment on the prescribed application form must be submitted to the offices of the Officer-in-Charge, at least 24 hours prior to interment for approval thereof, and must be accompanied by proof of payment as well as the original burial order.
- 2.2 An application for reservation of a grave on the prescribed application form must be submitted to the offices of the Officer-in-Charge, such application will be finalized only upon the completion of the prescribed application form, signed by the applicant, all supporting documentation is received, and the applicable payment is received and cleared in the Calgro M3 bank account, and the official certificate of private rights has been issued.
- 2.3 No interment shall be allowed until such time as Calgro M3 has received (i) the application for interment completed in full and signed by the applicant, and (ii) the original burial order (issued by the relevant authority in terms of the Births and Deaths Registration Act), and (iii) the required interment fee received and cleared in the bank account of Calgro M3.
- 2.4 All interments require a 2 working day notice period to prepare the grave. In the instance where a 2nd or 3rd interment is required, the original certificate must be received prior to the 2 working days, and the authorization to reopen the grave obtained by the Holder. In the instance of a lost or misplaced certificate of private rights, an affidavit to that effect is required by the applicant from the South African Police Service, and such affidavit to be uploaded on the cemetery records.
- 2.5 Should the applicant insist on the use of an external contractor or individual to excavate or close a grave, such instruction will be subject to (a) confirmation in writing of such appointment together with an indemnity signed by the Holder (b) payment of an additional R15 000 irrespective of whether the grave is excavated only, or closed only, or a combination of both, and such payment is in addition to the standard Memorial park fee as determined in 2.6 below. Such payment does not include the payment to the 3rd party contractor or individual and such payment must be paid prior to the interment. No application from any external contractor or individual, funeral directors or memorial masons will be approved.
- 2.6 Subsequent 2nd and 3rd burials are subject to a reopen fee as determined from time to time; such reopening and closing services are provided by Calgro M3.
- 2.7 A maximum of two (2) or three (3) interments per grave is permissible, depending on the park specific rules and regulations. The use of a dome casket will restrict the maximum number of interments per grave to two (2) interments.
- 2.8 Any modifications to any grave either internally or at the surface is not permitted; no bricking of graves, no internal deviation from standard dimensions, or any other form of modification is permitted.
- 2.9 Interment and funeral proceedings shall only be allowed during Normal Operational Hours.
- 2.10 Private Right to a Grave does not include the ownership of the Grave or ownership of the land itself, and merely secures the "right to Interment" in such allocated Grave(s).
- 2.11 Private Right cannot be sold or transferred to any external parties without the explicit consent of Calgro M3, and such transaction shall be in the sole and exclusive discretion of Calgro M3, and such transaction shall only be valid when, (i) the transfer is confirmed in writing, (ii) the change of ownership and administration process is complete, (iii) the amended details are registered and recorded in the Cemetery register, and (iv) the applicable payment is received and cleared in the Calgro M3 bank account, and (v) the amended certificate has been issued.
- 2.12 No person shall scatter or inter any ashes in any ash niche or memorial park or exhume any ashes from any niche or memorial park without the prior written consent of Calgro M3 first having been obtained and the required fee having been paid.
- 2.13 No person shall exhume a body from any grave in any memorial park without written consent and approvals; such consent and approvals are determined by legislation pertaining to exhumations.
- 2.14 No ceremonies (including tombstone unveiling) will be permitted without the prior written consent of Calgro M3 first having been obtained. Such ceremonies shall be conducted in terms of the ceremony directives determined by Calgro M3 from time to time.

3. PRIVATE RIGHT PAYMENT TERMS

- 3.1 The cost of the Private Right is as stipulated in the Prescribed Application Form ("the Purchase Price") which may change from time to time. Please refer to the website memorialparksbycalgro.com for the latest price list.

- 3.2 The Purchase Price shall either be paid via electronic fund transfer (EFT), Point of sale (POS) payment or via the Nedbank Loan process.
 - 3.3 The full Purchase Price shall be paid to Calgro M3 within 21 days of the signature by the prospective Holder of the Prescribed Application Form. If the Purchase Price is not received in full within 21 days, the prospective Holder's application for the grant of a Private Right shall lapse and be of no force and effect. Calgro M3 shall have the right to sell such a grave to any other interested party. In such an event, the prospective Holder shall be obliged to reapply for the Private Rights on the prevailing terms and conditions, and pricing applicable at that stage. In event that a portion of the Purchase Price has been received by Calgro M3, such partial payment shall be repaid by Calgro M3 to the prospective Holder. The receipt of a partial payment or deposit does not provide the Holder with any rights whatsoever over the Private Rights and if full payment is not received within 21 days from signature, the application will be cancelled, the funds will be repaid to the Holder, subject to the Holder providing Calgro M3 with the required paperwork to affect such refund.
 - 3.4 No part payment or payment over a period is allowed. If done so, nothing is reserved until the full purchase price is received at the prevailing price. If the timelines are not met the application will be cancelled and shall be of no effect, irrespective of what partial payments have been made.
 - 3.5 Payment of the Purchase Price shall be made to Calgro M3 free of commission, deduction or set-off, and shall be paid into such bank account as is indicated by Calgro M3.
 - 3.6 Ownership of the Private Right shall vest with Calgro M3 until such time as payment of the full Purchase Price has been received, and whereupon ownership shall pass to the Holder and the official certificate of private rights is issued.
 - 3.7 No physical cash will be received at any of the memorial parks, cash deposits must be deposited directly in the relevant Calgro M3 bank account.
 - 3.8 Calgro M3 has the right to reallocate graves at their sole discretion, irrespective of what grave was purchased, if for reasons beyond control such as grave collapse, rock, and inability to excavate, mains water pipes, or any intrusions in the grave causing excavation and safety concerns.
- ### 4. CARE OF GRAVES
- 4.1 No person may (a) garden, or plant flowers on any Grave (b) place a metal cot or any unauthorized object(s) on any Grave. Please consult the relevant park specific terms & conditions on our website.
 - 4.2 No planting of trees will be allowed unless authorized in writing by the park management.
 - 4.3 Fresh flowers placed on a Grave are subject to park specific terms and conditions. The Cemetery staff may remove any dead or withering plant material, or any faded or damaged receptacle at their discretion and staff may remove any unauthorized objects from a Grave. Periodic "clean ups" will be carried out when it is deemed necessary at the sole discretion of the Park Manager. Glass vases and flower holders are not recommended as broken vases pose a safety threat.
 - 4.4 All earth mounds and excess soil on Graves will be removed, lawn will be planted on the Grave according to the seasonal requirements and the maintenance schedules.
 - 4.5 The Holder shall be responsible for the maintenance of any tombstone, headstone, plaque, and ledger erected on the Grave. Calgro M3 is not responsible or liable for any damage resulting from or to memorial work.
 - 4.6 Ash niches and tree memorials shall be maintained by the Holder.
 - 4.7 Rituals involving animals or rituals of any kind are not permitted in the memorial parks.
 - 4.8 Graves are naturally subjected to soil subsidence particularly during the rainy season, due to the natural settling of the soil; such graves are filled and compacted by park maintenance staff.
 - 4.9 Family estates shall be maintained and kept in a good, neat, and tidy condition by the Holder always. In this regard, the Holder shall comply with the maintenance directives determined by Calgro M3 in respect of family estate maintenance from time to time. Please visit our website for detailed information and park specific rules and regulations relating to family estate maintenance.
- ### 5. MEMORIAL WORK
- 5.1 Full information relating to any Memorial Work intended to be erected in Calgro M3 Memorial Parks, must include an application to erect memorial work, a detailed sketch plan with the dimensions thereof, together with the consent obtained from the authorized Holder; and is subject to approval by the officer-in-charge.
 - 5.2 All Memorial Work must be constructed of granite or marble only, and any alternative materials are subject to the sole and absolute discretion of the memorial parks. Please refer to the Park Specific Rules and Regulations in this regard memorialparksbycalgro.com
 - 5.3 No inscriptions are allowed on the reverse (back) side of tombstones.
 - 5.4 Dimensions of headstones include a 900mm x 250mm x 250mm solid base, no protrusions exceeding the dimensions of the base and a maximum height of 1.6m from ground level including any statues, books, or other objects.
 - 5.5 Dimensions of full memorials include a maximum 900mm width, maximum 2.2m length and a maximum height of 1.6m including statues, books, or other objects. Please refer to the Park Specific Rules and Regulations in this regard memorialparksbycalgro.com
 - 5.6 Any memorial work requiring structural, engineering design and approval is for the sole discretion of the park management, such requirements may be called upon when deemed necessary. The unveiling of tombstones at the same time as the burial will be restricted to the placement of the headstone portion only, for safety concerns, and must be placed a safe distance from the grave; the tombstone must be moved to the correct position by the tombstone service provider after the burial. Please refer to the Park Specific Rules and Regulations in this regard memorialparksbycalgro.com
 - 5.7 Calgro M3 may prohibit the erection of Memorial Work or may remove erected Memorial Work without compensating the owner which is (a) of inferior workmanship or quality, or (b) indecent, offensive, or objectionable or (c) is erected in contravention of the relevant legislation, or (d) is constructed of material other than marble or granite, or (e) failure to move a tombstone after unveiling to the correct permanent position after the burial.
 - 5.8 For park specific terms and conditions relating to memorial work please visit our website for additional information memorialparksbycalgro.com
 - 5.9 Memorial work erected in the incorrect position, and any tombstones that are leaning or have fallen over or pose a threat to the health and safety of staff and visitors will either be moved to the correct position, dismantled, or erected. Calgro M3 and the memorial park staff will not be responsible for any damage to memorial work in such circumstance.
 - 5.10 The erection of memorial work is permissible during Mondays to Fridays between the hours of 08h00 – 14h00, no memorial work is allowed on Saturdays, Sundays, and Public Holidays. No tombstones may be erected during inclement weather. Please refer to the Park Specific Rules and Regulations for more information.
 - 5.11 Any approval for memorial work is subject to all the relevant documentation being received, the authorization by the Holder obtained, the memorial work approved by the officer-in-charge, and an appointment (time and date) confirmed in writing with the administration office for the erection thereof.
- ### 6. INDEMNITY
- 6.1 Calgro M3 and its agents, representatives, employees, contractors, and the appointed Cemetery manager shall not, for any reason whatsoever, be liable for any claims and/or loss, whether for loss of life or property or otherwise, and/or injury to the Holder or any other person or persons and/or damages that may arise or be suffered by the Holder or any other person or persons that enters the Cemetery or makes use of the facilities within the Cemetery.
 - 6.2 The Holder herewith indemnifies and holds Calgro M3 and its agents, representatives, employees, contractors, and the appointed Cemetery manager harmless against any claims and/or losses and/or damages that may be suffered by Calgro M3 and/or its agents, representatives, employees, contractors, and the appointed Cemetery manager directly or indirectly relating to the Holder's failure to comply with these terms and conditions.

7. COMPLIANCE WITH RULES AND LEGISLATION

- 7.1 Funeral services within the Cemetery, the process of Interment, Memorial Work and the Private Right afforded to the Holder shall always be subject to, and comply with, the standard terms and conditions, all applicable national, provincial, and local government legislation, and the park specific rules and regulations.
- 7.2 The Holder is specifically referred to the prohibited acts recorded in the local authority Cemeteries and Crematoria by-laws, which shall be strictly enforced by Calgro M3.
- 7.3 The Holder is referred to the park specific rules and regulations, such rules and regulations are available on the Calgro M3 Memorial Parks website memorialparksbycalgro.com and such rules and regulations must be read in conjunction with the standard terms and conditions.
- 7.4 Any trinkets, items of sentimental value, or other valuable objects placed on graves or ash gardens shall not be the responsibility of the memorial park. The memorial park does not encourage such practices and prefer customers refrain from such.
- 7.5 Vehicles may not drive or park on the grass areas in the parks and vehicles may not drive over graves or park on graves.
- 7.6 No handling or the discharge of firearms is allowed in any of the memorial parks.

8 DOMICILIUM

The Holder hereby selects the address provided on his/her Prescribed Application Form as his/her chosen *domicilia citandi et executandi*, which shall be the address to which all notices or other documents in relation to Private Right and all matters ancillary thereto may be sent, and where all processes may be served.

9 GENERAL

- 9.1 The standard terms and conditions and the Park specific rules and regulations are available on the official Calgro M3 Memorial Parks website, and such constitute the entire agreement between Calgro M3 Memorial Parks and the Holder. The terms and conditions as well as the park specific rules and regulations may be updated from time to time.
- 9.2 Calgro M3 Memorial Park management do not take instructions from clients and/or family members as to who may and who may not visit individual graves.
- 9.3 Calgro M3 may close the park for any period at their sole discretion within reasonable circumstance or may prohibit access for any period to protect the safety of visitors to the park.
- 9.4 Parking and vehicle movement inside the cemetery must be always adhered to as instructed by the officer-in-charge.
- 9.5 No drones will be allowed during funerals unless authorized by the park manager in writing.
- 9.6 By purchasing any of our products in any of the Calgro M3 Memorial Parks, you hereby consent to the use of pictures of memorial work which can/may be used by Calgro M3 or any service provider contracted by Calgro M3, for marketing and advertising purposes. Even though every reasonable effort will be made to ensure that personal information contained on such memorial work is not visible on the marketing material, Calgro M3 cannot however, guarantee this. By concluding the sale, the customer consents hereto, and holds Calgro M3 harmless against any claims arising from the use of the images of memorial work, used for marketing and advertising purposes.
- 9.7 Notwithstanding any express or implied provisions of these terms and conditions to the contrary, any latitude or extension of time which may be allowed by Calgro M3 to the Holder in respect of any matter or thing that the Holder is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the rights of Calgro M3 to, at any time, and without notice, require strict and punctual compliance with every provision or term hereof.
- 9.8 If any clause or provision of these terms and conditions should be invalid, unenforceable, or illegal, then such clause or term shall be deemed to be severable and shall not affect the validity or enforceability of the remaining clauses or provisions of these terms and conditions, which shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of these terms and conditions.
- 9.9 To the extent permissible in law, these terms and conditions shall be binding on any heir, executor and/or any other person authorized to deal with the Holder's estate or affairs.
- 9.10 CalgroM3 Memorial Parks terms and conditions and the park specific rules and regulations are without notice, updated from time to time and are available on the memorial park website.
- 9.11 Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 0861 44 44 77 and e-mail: memorialparks@calgrom3.com website: www.memorialparksbycalgro.com