

DURBANVILLE – PARK SPECIFIC RULES AND REGULATIONS

1. DEFINITIONS

- 1.1 "Cemetery" means any memorial park owned or operated by Calgro M3.
- 1.2 "Lawn Grave Section" means a section in the cemetery set aside for traditional earth burials of a maximum of two (2) interments per grave and memorial work is limited to a rectangular Rustenburg Granite Headstone, the dimensions of which are 305mm x 505mm and such headstone is to be supplied by DMP. No other plaques or tombstones are allowed.
- 1.3 "DMP" means the Durbanville Memorial Park.
- 1.4 "Family Estates" means a designated area within the Cemetery in which the Holder holds the Family Estate Right.
- 1.5 "Family Estate Right" means the multiple rights to Interment afforded to a Holder in accordance with these terms and conditions.

2. INTERMENT AND PRIVATE RIGHTS

2.1 A maximum number of two (2) interments per grave is allowed in the Lawn Grave Section.

3. MEMORIAL WORK

- 3.1 Memorial work in the Lawn grave section is limited to a rectangular Rustenburg Granite headstone, measuring 305mm x 505mm. Such headstone is supplied by DMP. No other plaques or tombstones will be allowed.
- 3.2 The Headstone with BSID will be ordered once full payment has been received and cleared in our bank account and will take 2 – 3 weeks to be delivered to DMP, subject to the availability of the service provider used by DMP. No headstone will be ordered without full payment of the grave. As soon as the commemorative stone is received, the client may proceed with the engraving (direct communication with the relevant service provider for the cost of the client).
- 3.3 DMP is not responsible for any damage to the headstones including chipping or cracks or breakage of glass covering that is fastened to the headstone.
- 3.4 Families agree to maintain and clean their tombstones and plaques.

4. GENERAL

- 4.1 The security service provider endeavours always to ensure the safety of visitors to the park. DMP is not liable for precious items or items of sentimental value placed on or around graves.
- 4.2 Flower holders are included in the rectangular Rustenburg Granite headstone and facilitates the placing of flowers. No other vases will be allowed. Any future damage to flower holders including those chipped, cracked, broken, or "missing" are not the responsibility of DMP and any replacement holders are for the sole account/cost of the customer.
- 4.3 DMP reserves the right to and will remove any trinkets/ornaments that do not meet the above requirements without notice.
- 4.4 No planting of trees, shrubs, or flowers is permitted on the graves.
- 4.5 No wooden crosses may be erected on graves.
- 4.6 DMP reserves the right to and will remove any planters, steel structures, decorative stones, or other unauthorized objects that do not meet the above requirements without notice.
- 4.7 Watering of plants and flowers in DMP vases is the sole responsibility of the grave owner (Holder of private right).
- 4.8 To place a bench anywhere in the park requires prior approval from the Park Manager in writing and the placing of the bench will be carried out by DMP staff.
- 4.9 Natural soil subsidence and the settling of the grave will continue for an undetermined period after interment, especially during the rainy season. Any settling of soil that occurs will be rectified as soon as possible.
- 4.10 There may be limited occasions where the soil from a grave is placed on an adjacent neighbouring grave for a limited period for the burial to take place. The excess soil will be removed immediately after the burial and the area will be properly cleaned and restored to the original standard.

5. FAMILY ESTATES

- 5.1 A maximum number of two (2) interments per grave is allowed in the Family Estates and such interment includes either two (2) coffins/caskets or two (2) urns containing cremated remains, or a combination of one (1) coffin/casket and one (1) urn containing cremated remains.
- 5.2 Niche units provided for the interment of cremated remains may be constructed by DMP on the internal perimeter of the family estates; a maximum of two (2) urns per unit is permitted; and subject to the applicable fee as determined from time to time.
- 5.3 Any Niche units constructed by DMP other than along the internal perimeter wall, and as specifically requested in writing by the Holder, and which obstructs or reduces traditional grave space in the family estate, hereby indemnifies DMP from any liability whatsoever regarding future interment and the inability for future interment, due to insufficient grave space, as a direct result of the location of the Niche units.
- 5.4 Irrigation will be provided by means of hose and upright sprinklers; no irrigation connections will be permitted in any family estate (neither by the applicants own cost) as the water pressure in the park is severely affected and reduced by this practice.
- 5.5 Family Estates are purchased in the standard form, including a demarcated perimeter wall of brick and mortar and the supply and installation of grass (instant lawn).
- 5.6 Notwithstanding any terms hereof, DMP is solely responsible for the cutting and edging of the grass in the Family Estates and the refurbishment of the perimeter wall as and when necessary.
- 5.7 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 DMP in respect of Family Estate maintenance from time to time.
- 5.8 None of the following is allowed within a Family Estate: (a) placing of any unauthorized objects (b) electrical work (including solar power) or water features, (c) construction work including any building, painting, graphics, plastering, tiling, engraving or any other refurbishment or renovation, (d) placing of ornaments, objects, flower holders, memorial plaques, signs, or flowers on the perimeter walls in any manner, whether it be on the sides or on the top of the walls (internal or external) (e) sitting, standing, climbing or stepping on the walls of the Family Estate (f) hanging of any decorations, wind chimes or ornaments or any other items on the walls or the trees within

or around the family estate section and (g) no cladding is allowed on the external walls of the estates.

5.9 Calgro M3 and the Holder hereby acknowledge that the holder shall be entitled to landscape and/or upgrade the family estate at his/her cost. In this regard, the cost of maintenance, upkeep and general work of the family estate will be for the sole responsibility and account of the Holder in his/her personal capacity. The Holder hereby acknowledges that Calgro M3 shall not be held liable for any costs if the Holder exercises this maintenance clause and shall not hold Calgro M3 liable for any losses, incidental or otherwise, in respect hereof.

5.10 In the event of grave excavation for interment, it is the responsibility of the Holder to ensure that any landscaping that is prejudicial to any grave marking and grave excavation is removed within the required time as determined by the Officer-in-Charge. The costs of the landscaping post interment shall be borne exclusively again by the Holder.

5.11 In respect of the holder's failure to maintain the Family Estate in accordance with the park standards, the Officer-in-Charge has the right to issue a 21-day notice period to the holder (email notification will suffice) allowing the holder, a 21-day period to remedy the situation; failure to do so, within the 21-day period, the Officer-in-Charge may remove, rectify or alter any horticultural beautification he/she deems necessary, without prejudice or liability towards the Officer-in-Charge or CalgroM3 and its affiliates, and revert the Family Estate to its original standard form.

5.12 The Holder shall be responsible for the maintenance of any tombstone, headstone, plaque, and ledger erected on the Grave.

5.13 Ash niches shall be maintained by the Holder.

6. CONTACT

Any additional information may be obtained by contacting Memorial Parks on Tel Number 086 14 44 77 and email memorialparks@calgrom3.com