

TERMS AND CONDITIONS

CALGRO M3 MEMORIAL PARKS – Durbanville

1. DEFINITIONS

“CALGRO M3 Memorial Parks – Durbanville” means CALGRO M3 Memorial Parks Proprietary Limited, a private limited liability company incorporated in accordance with the laws of the Republic of South Africa and owner of the Cemetery and who are entitled to grant the Private Rights and the right to Interment.

“Cemetery” means a public Cemetery or a private Cemetery or both according to the context; and shall have the same meaning as CALGRO M3 Memorial Parks – Durbanville.

“Council” means the City of Cape Town Metropolitan Municipality or its successor in title.

“Grave” means any piece of land excavated for the burial of a body within CALGRO M3 Memorial Parks – Durbanville and includes the contents and the memorial of such place, and any other structure on or associated with such place.

“Holder” means the holder of the Private Rights and includes (a) a person who made application for the Interment and who paid the prescribed Interment fee in respect of the first Interment in a Grave; or (b) such person who has purchased the Private Rights for reservation for future Interment and has paid the prescribed reservation fee; subject to the terms and conditions as determined by CALGRO M3 Memorial Parks – Durbanville;

“Interment” means the burial of a body in a Grave.

“Memorial Work” means any headstone, monument, plaque, or other work, or object, erected or intended to be erected in the Cemetery to commemorate a deceased person, and includes a kerb demarcating a Grave, and a slab covering a Grave.

“Normal Operational Hours” means Monday to Friday between the hours of 08h30 to 15h00, and Saturday’s between the hours of 08h30 and 11h30 which times accommodate the hours of permissible burial. Burials taking place on a Sunday or Public Holiday will be subject to an after-hours burial fee.

“Officer-in-Charge” means the person authorized to be in control of the Cemetery.

“Private Rights” means the right to Interment afforded to a Holder in accordance with these terms and conditions.

“Rules” means CALGRO M3 Memorial Parks - Durbanville rules and regulations that regulate the behaviour and conduct of the visitors to the Cemetery and which can be obtained from the Cemetery administration office.

2. INTERMENT AND PRIVATE RIGHTS

An 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.

An application to purchase/reserve the Private Rights must be submitted to the offices of the Officer-in-Charge on the necessary application form and must be accompanied by proof of payment of the prescribed fee.

No Interment shall be allowed until such time as CALGRO M3 Memorial Parks – Durbanville has received (i) the application for Interment form completed in full, 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, (proof of payment to be attached) and (iv) an official death certificate.

Interment and funeral proceedings shall only be allowed during Normal Operational Hours.

Private Rights 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);

Private Rights cannot be sold or transferred to any external parties other than CALGRO M3 Memorial Parks – Durbanville, and such transaction shall be in the sole and exclusive discretion of CALGRO M3 Memorial Parks – Durbanville and must be confirmed in writing, registered and recorded in the Cemetery register.

3. CARE OF GRAVES

No person may (a) garden or plant flowers on any Grave (b) place a metal cot or any unauthorized object on any Grave.

Fresh flowers placed on a Grave may only be in the flower holder provided by CALGRO M3 Memorial Parks – Durbanville.

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 object from a Grave in terms of the Rules.

All earth mounds and excess soil on Graves will be removed, and lawn will be planted on the Grave within 12 months after Interment.

4. MEMORIAL WORK

All Memorial Work must be constructed of granite or marble only and in accordance to the Rules and limitations pertaining to Memorial Work.

CALGRO M3 Memorial Parks – Durbanville authorities may prohibit the erection of Memorial Work or may remove erected Memorial Work which is (a) of inferior workmanship or quality (b) indecent, offensive or objectionable or (c) in contravention of the Rules or relevant legislation, without compensating the owner (d) is constructed of material other than marble or granite.

5. INDEMNITY

CALGRO M3 Memorial Parks – Durbanville 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.

The Holder herewith indemnifies and holds CALGRO M3 Memorial Parks – Durbanville 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 Memorial Parks – Durbanville 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.

6. COMPLIANCE WITH RULES AND LEGISLATION

Funeral services within the Cemetery, the process of Interment, Memorial Work and the Private Rights afforded to the Holder shall at all times be subject to, and comply with, the Rules, all relevant legislation, and the Council's Cemeteries and Crematoria by-laws, a copy of which can be obtained from the Cemetery administrative offices.

The Holder is specifically referred to the prohibited acts recorded in chapter 9 of the Councils Cemeteries and Crematoria by-laws, which shall be strictly enforced by CALGRO M3 Memorial Parks – Durbanville.

7. GENERAL

These terms and conditions constitute the entire agreement between CALGRO M3 Memorial Parks - Durbanville and the Holder, and no modification, variation or alteration thereto shall be valid unless reduced to writing and signed by both CALGRO M3 Memorial Parks - Durbanville and the Holder.

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 Memorial Parks – Durbanville 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 Memorial Parks – Durbanville to, at any time, and without notice, require strict and punctual compliance with each and every provision or term hereof.

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.

To the extent permissible in law, the provisions of 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.

A complete version of the Rules and the Council's Cemeteries and Crematoria by-laws may be viewed at the administration office. Any additional information can be obtained by contacting: CALGRO M3 Memorial Parks Management (Pty) Ltd, Telephone 021 975 5199 and email: calvin@calgrom3.com