

1. DEFINITIONS

- 1.1 “Cemetery” means any memorial park owned or operated by Calgro M3.
1.2 “EMP” means the Enokuthula Memorial Park.
1.3 “On-Demand section” refers to the Phumulani section at Enokuthula which limits graves to burials only, no reservations and no grave selections are permitted, and tombstones are subject to further restrictions.
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 of two (2) interments per grave is permissible.

3. MEMORIAL WORK

- 3.1 The dimensions of the full memorials shall not exceed 1m in width, 2.2m in length and 1.6m in height from ground level, no protrusions, tiling or any other objects to exceed these dimensions.
3.2 No bronze busts or any material other than granite or marble will be allowed. No concrete, glass or brickwork will be permitted.
3.3 No unveiling of tombstones at the same time as the burial will be permitted in the on-demand section.
3.4 The unveiling of tombstones at the same time as the burial in other section(s) will be restricted to the placement of the tombstone, a safe distance from the grave, for safety concerns and must be moved by the tombstone service provider to the correct position after burial.

4. FAMILY ESTATES

- 4.1 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 any of the above to accommodate a maximum of two (2) interments.
4.2 Family Estates are purchased in the standard form, including a demarcated perimeter brick wall, or a perimeter hedge, planted with suitable plant material, and the supply and installation of grass (instant lawn).
4.3 Notwithstanding any terms hereof, EMP is solely responsible for the cutting and edging of the grass in the Family Estates and the maintenance of the hedges.
4.4 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 EMP in respect of Family Estate maintenance from time to time.
4.5 None of the following is allowed within a Family Estate: (a) placing of any unauthorized object (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, ornaments or any other items on the walls or the trees within or around the family estate section.
4.6 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 in the event the Holder exercises this maintenance clause and shall not hold Calgro M3 liable for any losses, incidental or otherwise, in respect hereof.
4.7 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.
4.8 In respect of the holder’s failure to maintain the Family Estate in accordance to 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.
4.9 The Holder shall be responsible for the maintenance of any tombstone, headstone, plaque, and ledger erected on the Grave.
4.10 Ash niches shall be maintained by the Holder.

5. GENERAL

- 5.1 Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 0861 44 44 77 and e-mail: memorialparks@clagrom3.com