

## TERMS AND CONDITIONS

### CALGRO M3 MEMORIAL PARKS – Fourways

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1. The Holder of private rights must abide by the terms and conditions as stipulated on the certificate issued by Fourways Memorial Park.
  2. I understand that only the right to interment is ceded to me and that I do not own the land for which the right was issued. I further understand the right to interment is not registered with the Deeds Office.
  3. Dimensions and boundaries of grave sites will be marked out and determined by the rules and regulations of Fourways Memorial Park. Fourways Memorial Park reserves the right to determine the dimensions and boundaries for all grave sites.
  4. The right to interment will only be valid if in possession of the original certificate and the proof of payment for the full purchase price is recorded with Fourways Memorial Park.
  5. Private Rights cannot be sold or transferred to any external parties other than Calgro M3 Memorial Parks - Fourways, and such transaction shall be in the sole and exclusive discretion of Calgro M3 Memorial Parks - Fourways and must be confirmed in writing, registered and recorded in the Cemetery register. A re-issue fee may apply.
  6. Any interments at the site will be subject to an opening/re-opening/interment fee as applicable.
  7. The holder of private rights will be responsible for the maintenance of tombstones, headstones, plaques and ledges erected.
  8. The holder of private rights will be responsible for the maintenance of ash graves and family estates.
  9. Fourways Memorial Park assumes the responsibility for maintaining the lawn areas, roads and pathways, fences and buildings.
  10. Any hedges, shrubbery and trees already planted by Fourways Memorial Park at the time of purchase or thereafter, remain the property of the Memorial Park and may not be removed, altered or tampered with, without the prior written approval of Fourways Memorial Park.
  11. Any structures erected by Fourways Memorial Park at the time of purchase or thereafter, remain the property of Fourways Memorial Park and may not be removed, altered, painted, extended, demolished or tampered with, without the prior written approval of Fourways Memorial Park.
  12. The Holder of private rights herewith indemnifies and holds Calgro M3 Memorial Parks – Fourways and its agents, representatives, employees, contractors and the appointed memorial park manager harmless against any claims and/or losses and/or damages that may be suffered by Calgro M3 Memorial Parks - Fourways and/or its agents, representatives, employees, contractors and the appointed memorial park manager directly or indirectly relating to the Holder's failure to comply with these terms and conditions.
  13. A permit fee is payable before the erection of any memorial work. The relevant dimensions for tombstones, monuments or ornamentation/plaques in various sections must be adhered to. In the event of any unauthorized unveilings, a penalty fee will apply. The Fourways Memorial Park Administration Office is to be advised in advance of any tombstone to be erected or dismantled, as well as any construction work on gravesites. Such work will not be permitted to commence unless the relevant fees have been paid.
  14. In respect of burials, the Funeral Director will be responsible for issuing an original burial order at least 24 hours prior to burial.
  15. Landscaping will only be allowed on Family Estates in accordance to the FMP rules and regulations pertaining thereto, and only with prior written consent from Fourways Memorial Park Management.
  16. No person shall scatter or inter any ashes in any grave or memorial site or exhume any ashes from any site without written application and payment of the appropriate fee as determined by Fourways Memorial Park.
  17. No permission for interment shall be granted unless:
    - a. An original burial order in terms of the Births and Deaths Registration Act, 51 of 1992, has been issued and timeously produced to the management of the Fourways Memorial Park.
    - b. A cremation certificate in the case of ash interments is produced to the management of the Fourways Memorial Park on application.
  18. No ceremonies (including tombstone unveiling ceremonies) will be permitted without prior arrangement with Fourways Memorial Park.
  19. Calgro M3 Memorial Parks - Fourways and its agents, representatives, employees, contractors and the appointed memorial 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 memorial park or makes use of the facilities within the memorial park.
  20. 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.
  21. Any additional information can be obtained by contacting: Fourways Memorial Park, Telephone Number: 011 465 1715, email: [fourwaysmemorialpark@calgrom3.com](mailto:fourwaysmemorialpark@calgrom3.com)
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