

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Calgro M3" means Calgro M3 Memorial Parks Nasrec Proprietary Limited, Registration Number: 2014/173098/07, owner of the Cemetery and who are entitled to grant the Private Right and the right to Interment.
- 1.2 "Cemetery" means Nasrec Memorial Park.
- 1.3 "Council" means the City of Johannesburg Metropolitan Municipality or its successor in title.
- 1.4 "Grave" means any piece of land excavated for the burial of a body within the Cemetery and includes the contents and the Memorial Work.
- 1.5 "Holder" means the holder of the Private Right 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 Right for reservation for future Interment and has paid the prescribed reservation fee; subject to the terms and conditions as determined by Calgro M3;
- 1.6 "Interment" means the burial of a body or ashes in a Grave.
- 1.7 "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 demarcating a Grave, and a slab covering a Grave.
- 1.8 "Normal Operational Hours" means Monday to Sunday between the hours of 08h00 to 15h00, which times accommodate the hours of permissible burial. Burials taking place on Sundays and public holidays will be subject to an after-hours burial fee. No burials will be permitted on 25 December, 26 December and 1 January.
- 1.9 "Officer-in-Charge" means the person authorized to be in control of the Cemetery.
- 1.10 "Prescribed Application Form" means the relevant application form required to be completed and signed by the Holder as prescribed in these terms and conditions.
- 1.11 "Private Right" means the right to Interment afforded to a Holder in accordance with these terms and conditions.

2. INTERMENT AND PRIVATE RIGHTS

- 2.1 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.
- 2.2 An application to purchase/reserve the Private Right must be submitted to the offices of the Officer-in-Charge on the required Prescribed Application Form and must be accompanied by proof of payment of the prescribed fee.
- 2.3 No Interment shall be allowed until such time as Calgro M3 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 to the relevant application form).
- 2.4 Interment and funeral proceedings shall only be allowed during Normal Operational Hours.
- 2.5 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);
- 2.6 Private Right cannot be sold or transferred to any external parties other than Calgro M3, and such transaction shall be in the sole and exclusive discretion of Calgro M3 and must be confirmed in writing, registered and recorded in the Cemetery register.
- 2.7 No person shall scatter or inter any ashes in any ash niche or memorial site or exhume any ashes from any niche or memorial site without the prior written consent of Calgro M3 first having been obtained and the required fee having been paid.
- 2.8 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 is stipulated in the Prescribed Application Form ("the Purchase Price").
- 3.2 The Purchase Price shall either be paid in cash or by debit order.
- 3.3 If the Purchase Price is paid in cash, the full Purchase Price shall be paid to Calgro M3 within 30 days of the signature by the prospective Holder of the Prescribed Application Form. If the Purchase Price is not paid within 30 days, the prospective Holder's application for the grant of a Private Right shall lapse and be of no force and effect. In such an event, the prospective Holder shall be obliged to reapply for the Private Rights on the prevailing terms and conditions, and pricing 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.
- 3.4 If the Purchase Price is paid by debit order, the debit order terms and conditions shall apply, the relevant form for which shall be supplied in addition to these terms and conditions. If the prospective Holder does not sign the debit order form and provide all documents and information required to give effect to the debit order application within 7 days of the signature by the prospective Holder of the Prescribed Application Form, the prospective Holder's application for the grant of a Private Right shall lapse and be of no force and effect. In such an event, the prospective Holder shall be obliged to reapply for the Private Rights on the prevailing terms and conditions, and pricing, at that stage.
- 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.

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 on any Grave.

- 4.2 Fresh flowers placed on a Grave may only be in the flower holder and may not be planted directly in the ground. 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.
- 4.3 All earth mounds and excess soil on Graves will be removed, and lawn will be planted on the Grave 5 days after Interment.
- 4.4 The Holder shall be responsible for the maintenance of any tombstone, headstone, plaque and ledger erected on the Grave.
- 4.5 Ash niches shall be maintained by the Holder.
- 4.6 Family estates shall be maintained and kept in a good, neat and tidy condition by the Holder at all times. 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.

5. MEMORIAL WORK

- 5.1 Full information relating to any Memorial Work intended to be erected in Calgro M3, including a sketch plan with the dimensions thereof, must be submitted to the offices of the Officer-in-Charge with the Prescribed Application Form.
- 5.2 All Memorial Work must be constructed of granite or marble only.
- 5.3 Calgro M3 authorities 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) in contravention of the relevant legislation, or (d) is constructed of material other than marble or granite.

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 at all times be subject to, and comply with, all relevant legislation, and the Council's Cemeteries and Crematoria by-laws.
- 7.2 The Holder is specifically referred to the prohibited acts recorded in the Councils Cemeteries and Crematoria by-laws, which shall be strictly enforced by Calgro M3.

8. BREACH

- Should Calgro M3 or the Holder (the "Defaulting Party") commit a breach of any of the provisions of this Agreement, and fail to remedy such breach within 7 days after receiving written notice from any other party (the "Aggrieved Party") to remedy same, then the Aggrieved Party shall be entitled to claim specific performance by the Defaulting Party of all the Defaulting Party's obligations; or to cancel this Agreement against the Defaulting Party; and in either event to claim damages against the Defaulting Party.

9. 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.

10. GENERAL

- 10.1 These terms and conditions constitute the entire agreement between Calgro M3 Memorial Park- Nasrec and the Holder, and no modification, variation or alteration thereto shall be valid unless reduced to writing and signed by both Calgro M3 Memorial Park- Nasrec and the Holder.
- 10.2 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 each and every provision or term hereof.
- 10.3 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.
- 10.4 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.
- 10.5 A complete version of the Council's Cemeteries and Crematoria by-laws may be viewed at the administration office. Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 010 140 9525 and e-mail: nasrec@calgro3.com