

ENOKUTHULA MEMORIAL PARK – PARK SPECIFIC RULES AND REGULATIONS

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 **"Phumulani Section - Headstone Only"** means an area set aside for burials which accommodate a Headstone Only, the dimensions of 900mm x 250mm x 250mm solid base and an upright portion not exceeding 1,6m height from ground level, materials of granite or marble only permitted.
- 1.4 **"Abathandiwe Section - Full Memorial"** means a designated area within the cemetery set aside for burials where full memorials are permitted. Memorials may be constructed of granite or marble only and shall not exceed **900mm width, 2.2m length**, and a maximum height of **1.6m above ground level**, including any associated features such as statues, books, ornaments, or similar memorial elements.
- 1.5 **"Berm Section - Headstone only"** means a designated area within the cemetery where memorials may only be erected on a reinforced concrete berm slab provided. Memorials shall be constructed of granite or marble only and shall comprise of a solid base measuring **900mm x 250mm x 250mm**, with an upright portion not exceeding **1.2m in height above ground level**.
- 1.6 **"Children Section"** means a designated area within the cemetery set aside for the interment of children only, where the coffin must be capable of being accommodated within a grave not exceeding **1.5 m in length and 700 mm in width**. Where a coffin exceeds these dimensions, the interment shall be accommodated in an adult grave and the applicable adult tariff shall apply.
- 1.7 **"Family Estates"** means a designated area within the Cemetery in which the Holder holds the Family Estate Right.
- 1.8 **"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.
- 2.2 No bricking, lining, construction, or any modification of graves is permitted under any circumstances. All graves are prepared strictly in accordance with the Park's approved standard dimensions and specifications.

3. MEMORIAL WORK

- 3.1 The dimensions of the full memorials shall not exceed 900mm 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 Where a memorial unveiling is conducted simultaneously with an interment, the memorial shall be limited to the temporary placement of a headstone portion only, at a safe distance from the grave for health and safety purposes. The appointed memorial service provider shall be responsible for relocating and securing the headstone in its approved position immediately following the completion of the burial. No full memorial, including kerbs, slab work, statues, or associated structures, may be erected for the purpose of an unveiling conducted on the day of the burial, only the Headstone portion may be considered.

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, 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 brick walls.
- 4.4 The brick walls situated within the cemetery shall remain the sole property of Enokuthula Memorial Park ("EMP"). No flowers, vases, ornaments, decorations, memorial items, objects, fixtures, or any other articles of any nature whatsoever may be placed, attached, affixed, hung, or displayed on the top, sides, or any other portion of the walls.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

4.9 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 Calgro M3 and its affiliates, and revert the Family Estate to its original standard form.

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

4.11 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: CustomerCare@calgrom3.com or by visiting the memorial parks website www.memorialparksbycalgro.com