

FOURWAYS MEMORIAL PARK – PARK SPECIFIC RULES AND REGULATIONS

1. DEFINITIONS

- 1.1 **"FMP"** means the Fourways Memorial Park.
- 1.2 **"Estates"** means a designated area within the Cemetery in which the Holder holds the Estate right.
- 1.3 **"Estate Right"** means the multiple rights to Interment afforded to a Holder in accordance with these terms and conditions.
- 1.4 **"Lion Section"** means a section within the park where park specific rules and regulations allow for gardening on graves in accordance with the rules and regulations set forth herein.
- 1.5 **"Berm Section – Headstone Only"** means a section within the park accommodating the erection of a Headstone only, constructed of granite or marble only, no other materials are permissible, and in accordance with the rules and regulations relating to memorial work as set forth herein. No gardening on graves, no flowers, no trees, no vases, no benches, no objects or any ornaments whatsoever is to be placed on the grave itself or on the grass surface. All flowers, vases, pots, or any other objects must be placed on the concrete slab (Berm) only and may not protrude or exceed beyond the dimensions of the concrete slab.
- 1.6 **"Full Memorial section – full tombstone"** means a section within the park accommodating the erection of a full tombstone, including a ledger (base) and kerbing, the memorial hence covering the entire surface of the grave, constructed of granite or marble only, no other materials are permissible, and in accordance with the rules and regulations as set forth herein. No gardening on graves, no flowers, no trees, no vases, no benches, no objects or any ornaments whatsoever is to be placed on the grave itself or on the grass surface. All flowers, vases, pots, or any other objects etc must be placed on the ledger (base) of the tombstone only and may not protrude or exceed beyond the ledger (base). No cladding or tiling around the ledger (base) will be permitted and no encroachment beyond the ledger (base) is permitted. No concrete foundation may be visible above ground level, and the ledger (base) must sit firmly on the grass surface. In the absence of a tombstone, the grave will remain covered in grass only, no objects, vases, flowers or any other objects are allowed on the grass. No metal cots are permitted.

2 INTERMENT AND PRIVATE RIGHTS

- 2.1 A maximum of three (3) interments per grave is permissible; the use of a dome casket, however, will restrict the maximum interments per grave to two (2) interments.
- 2.2 Bricking of graves is permitted in the Lion Section only. Graves in all other sections are prepared according to the standard dimensions and specifications, no bricking of graves is permitted. Any additional enlargement of the grave due to coffin or casket specifications, must be requested and approval granted before the interment to ensure the grave is adequately prepared.
- 2.3 No **interment of cremated remains** (ash remains) shall be permitted in any grave, niche, tree memorial, Estate or any associated product within the Memorial Park unless the following conditions have been strictly complied with: (i) a duly completed and signed application for interment has been submitted to the Administration Office; (ii) copies of both the death certificate and the cremation certificate have been provided; (iii) the applicable interment fee has been paid in full and the payment has cleared in the bank account of Calgro M3; and (iv) a confirmed appointment for the interment, including the date and time, has been scheduled and confirmed by the Administration Office.
- 2.4 The scattering of ashes in the park is strictly prohibited.
- 2.5 **Limitation of Liability for Contravention**
Any contravention or non-compliance with clauses 2.3 and 2.4 above shall absolve Calgro M3 from all liability, whether legal or otherwise, arising from or in connection with such

contravention. Calgro M3 shall not be held responsible in any manner whatsoever for any consequences, damages, losses, or claims resulting from the failure to adhere to the provisions set out in clauses 2.3 and 2.4.

3 CARE OF GRAVES

- 3.1 Exclusively, and only in the Lion Section does the client have the option to garden on a full memorial grave within the boundaries of the grave itself (not to exceed 900mm width x 2.2m length) and not to in any manner, encroach on any of the neighbouring graves. No trees or large shrubs may be planted on or between any graves. Any objects, decorations, flowers placed on graves in the Lion Section is for the sole cost and responsibility of the client. Should the gardening on the grave deteriorate to a point of neglect at the sole discretion of the officer-in-charge, the garden will be dismantled, and the grave returned to its original condition with grass only.
- 3.2 Natural soil subsidence in the Lion section will require the holder to remove the grave decorations/gardening at their sole cost, for staff to refill and compact the soil. Staff will not replace any decorations or materials thereafter; the onus will revert to the holder.
- 3.3 No gardening is permitted on any Full Memorial section other than the Lion Section. Decorations on graves, including but not limited to objects, flowers (whether natural or artificial), vases, benches, pavers, cobblestone, pebbles or ornaments, are strictly prohibited on the graves. Graves may only be covered in grass or a suitable tombstone of granite or marble only (no other materials are allowed), and in compliance with the park's specifications relating to memorial work. Any violations of these regulations will result in the removal of the items by park staff without prior notice.
- 3.4 Placing of trinkets or items of sentimental value on graves, tree memorials and ash graves is discouraged, and is done so at the client's own risk.
- 3.5 Private Garden maintenance is permitted subject to the service provider been registered at the administration office for security purposes and approved under the sole and absolute discretion of the officer-in-charge. The park management are not responsible for any contractual agreement between the service provider and client, nor any obligations in this regard.

4 MEMORIAL WORK

- 4.1 **Lion Section** - The dimensions of the full memorials in the Lion section shall not exceed 900mm in width, 2.2m in length and a maximum upright height of 1.6m from ground level, including any statues, books or objects. No protrusions, tiling or cladding or any other objects to exceed these dimensions. The dimensions of the Headstones in the Lion section shall not exceed 900mm x 250mm x 250mm base, and the headstone shall not exceed the dimensions of the base with a maximum upright height of 1.6m including any statues, books or objects.
- 4.2 No pictures and no inscriptions on the back of the tombstones will be permitted.
- 4.3 **Berm section – Headstone Only**, the base shall be 900mm x 250mm x 250mm base, no protrusions beyond the dimensions of the base is permitted, and the upright portion may not exceed a maximum height of 1.2m from ground level, including any statues, books or objects placed on the top. All tombstones must be constructed of granite or marble only, no other materials are permitted, no glass and no copper/brass materials will be permitted.
- 4.4 **Full Memorial section – memorial only**, shall not exceed 900mm in width, 2.2m in length and an upright maximum height of 1.6m from ground level, including any statues, books or objects. No protrusions, tiling or any other

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objects to exceed these dimensions. All tombstones must be constructed of granite or marble only, no other materials are permitted, no glass and no copper/brass materials will be permitted. The use of 1.5m concrete lintels are required to support the memorial work; such concrete lintels are to be supplied by the tombstone service supplier. No concrete foundation or any support work may be visible above ground level, and no brick work of any nature will be permitted.

5 ESTATES

5.1 A maximum number of three (3) interments per grave is allowed in the Estates and such interment includes either three (3) coffins/caskets or three (3) urns containing cremated remains, or a combination of any of the above to accommodate a maximum of three (3) interments. The use of a dome casket will restrict the number of interments to two (2) interments per grave.

5.2 Estates are purchased in the standard form, including either a demarcated perimeter hedge, planted with suitable plant material, or a brick walled estate, such materials are for the sole discretion of the park management.

5.3 Notwithstanding any terms hereof, FMP is solely responsible for the cutting and edging of the grass in the Estates and the maintenance of the hedges in the hedged estates, and the maintenance of the walls in the bricked estates.

5.4 The brick walls of the estates remain the property of FMP and no cladding, extensions, building, plaques and no renovation to the brick walls is permitted, no flowerpots or any objects whatsoever may be placed on the walls in any manner.

5.5 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 FMP in respect of Estate maintenance from time to time.

5.6 None of the following is allowed within an Estate: (a) placing of any unauthorized object (b) electrical work (including solar power) or water features or connections of irrigation systems to the FMP water system (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 Estate (f) hanging of any decorations, wind chimes, ornaments or any other items on the walls or the trees within or around the estate section. Park management has the right to apply and determine these terms and conditions at their sole discretion and may remove any unauthorised work or objects at their sole discretion without further notice.

5.7 Calgro M3 and the Holder hereby acknowledge that the Holder shall be entitled to landscape and/or upgrade the estate at his/her cost. In this regard, the cost of maintenance, upkeep and general work of the 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.

5.8 Any landscaping or renovations to the estate must be approved by park management prior to any construction/landscaping/renovation. Such application must be made to the Officer-in-Charge by means of an application thereto, accompanied by a detailed sketch plan for approval.

5.9 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.

5.10 In respect of the holder's failure to maintain the 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 Estate to its original standard form.

5.11 Memorial work in the Estate is limited to that of the materials of granite or marble only, any such memorial work may not encroach on the brick walls or hedges (old Estates) and must be confined to the inner specifications of the Estate; the maximum height of any memorial work may not exceed 1.8m from ground level including any statues, books etc.

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

5.13 Ash niches shall be maintained by the Holder.

5.14 The interment of cremated remains (ash interment) will only be permitted once the following conditions have been met: (i) a completed application for interment has been submitted, (ii) a copy of the cremation certificate has been received, and (iii) the applicable fee has been paid and reflects in the CalgroM3 bank account. Under no circumstances may any person inter or scatter ashes in the park without full compliance with the abovementioned requirements.

6. CHAPEL

6.1 The customer must ensure that the premises have been visited prior to the booking. Venue changes, on the day of the service will not be accommodated.

6.2 The chapel's PA system is standard and does not support the use of additional microphones or recording equipment. For additional equipment, please arrange an external service provider at the customers cost.

6.3 The piano in the chapel is purely decorative.

6.4 Any booking changes must be requested at least 48 hours before the service. However, it cannot be guaranteed that changes will be possible.

6.5 Candles must be placed in appropriate holders to catch wax. Allow candle wax to set before moving candles to avoid spills on the floor.

6.6 Gas and/or electric heaters are not permitted in the chapel or Lapa for safety reasons.

6.7 Strict adherence to time slots must be enforced, as exceeding such has an adverse effect on the next service and is an inconvenience to other customers.

6.8 Access to the service prior for setting up is included in the customers time of hire.

6.9 Customers must ensure their devices are compatible with the PA system before the service, usually the day before is recommended.

6.10 The park does not provide cutlery or tablecloths; these must be arranged by the customer.

6.11 Arrival late for services means that the timeslot booked will be negatively affected, no extension of time added will be allowed.

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6.12 Any caterers or service providers must ensure the service for setup is completed within the time, staff assistance is not provided and therefore service providers are to arrange their own staff.

6.13 All bookings must be paid in full within 24 hours of the application, otherwise the booking will not be confirmed.

6.14 Please confirm parking arrangements with the office in advance.

6.15 In case of a power failure or load shedding, a portable generator will be provided for the chapel by the park. While we attempt to provide power via the generator, we cannot guarantee immediate availability of power during sudden outages.

6.16 Decorations may not be fixed to the chapel walls using nails or fasteners.

6.17 Draping must be supported by free-standing frames, attachments to the chapel walls are not permitted.

6.18 Extensive décor and setups must be completed within the time, no exceptions to the rule will be permitted.

7. LAPA

7.1 No equipment or furniture from the chapel may be moved to the Lapa.

7.2 Please confirm parking arrangements with the office.

7.3 Music and microphones are not permitted in the Lapa facility or area.

7.4 Noise, and behaviour unbecoming to a cemetery will not be permitted in the Lapa and the security staff will address any such incidents.

7.5 The consumption of alcohol is strictly forbidden on the park premises.

7.6 Candles must be placed in appropriate holders to catch wax, candle wax must be allowed to settle before moving candles to avoid wax spills.

7.7 Man-made fires, braais, and/or gas and electric heaters are not permitted in the Lapa and surrounding area.

7.8 Smoking is not permitted in the Lapa building.

7.9 Food preparation is not permitted in the Lapa, all food must be prepared off site and ready to serve.

7.10 The bins provided must be used for waste disposal, including left over food, paper plates, cups and utensils and napkins.

7.11 The chairs must remain in the Lapa and cannot be moved to other areas in the park.

7.12 No generator is available at the Lapa, in case of any power outages, backup power is not provided.

8. CHAPEL & LAPA FEES

8.1 "Resident Fee" means the standard rate charged to customers utilizing the chapel or Lapa in conjunction with a burial or the interment of ashes in the park on the same day. This fee constitutes the prescribed cost for the use of the chapel and Lapa, as determined by the applicable pricing schedule from time to time.

8.2 "Non-Resident Fee" refers to the rate applicable to customers who make use of the chapel or Lapa facilities for services, without conducting a burial or interment of ashes within the park on the same day. Such use shall be subject to the non-resident fee rate, as set out in the applicable pricing schedule from time to time.

8.3 CalgroM3 reserves the right to amend the resident and non-resident fee structure at any time at the sole discretion of the company.

9. CONTACT

9.1 Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 011 465 1715 and e-mail: CustomerCare@calgrom3.com or by visiting the memorial parks website: www.memorialparksbycalgro.com