

1. DEFINITIONS

- 1.1 **"Calgro M3"** means either of Calgro M3 Memorial Parks Nasrec (Pty) Ltd, Registration Number 2014/173098/07, Calgro M3 Memorial Parks Holding (Pty) Ltd, Registration Number 2016/082879/07 or Calgro M3 Memorial Parks Bloemfontein (Pty) Ltd, Registration Number 2017/356263/07, being in each case the owner of a relevant Cemetery and who are entitled to grant the Private Right and the right to Interment in respect of such Cemetery.
- 1.2 **"Cemetery"** means any Memorial Park owned or operated by Calgro M3.
- 1.3 **"Certificate of Private Right"** means the official certificate produced and issued by the Calgro M3 Memorial Park Management System (MPMS) and which includes the QR Code.
- 1.4 **"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.
- 1.5 **"Grave"** means any piece of land excavated for the burial of a body within the Cemetery and includes the contents and the Memorial Work.
- 1.6 **"Holder"** means the holder of the Private Right and includes (a) a person who made application for the first Interment in a Grave; subject to the applicable fee; or (b) such person who has made application for the Private Right for the reservation of a Grave for future Interment; subject to the applicable fee. The rights associated with a grave are not necessarily vested in the person who made payment for the grave. Such rights are afforded to the Applicant whose particulars and signature are recorded on the Memorial Park Management System (MPMS), recorded at the time of the burial or reservation application.
- 1.7 **"Interment"** means the burial of a body or ashes in a Grave.
- 1.8 **"Local Authority"** means the local municipality or its successor in title, in which municipal jurisdiction the Cemetery resides.
- 1.9 **"Memorial Park"** means a Cemetery and has a corresponding meaning.
- 1.10 **"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(s) demarcating a Grave, and a slab covering a Grave.
- 1.11 **"Normal Operational Hours"** means Tuesday to Saturday between the hours of 08h00 to 15h00, which times accommodate the hours of permissible burial. No burials will be permitted on Sundays, the 25 December, 26 December, and 1 January. The provisions shall also be read together with, and remain subject to, clause 11.3 relating to prescribed closure times. Please note that the Administration Office is closed on Saturdays and Sundays.
- 1.12 **"Officer-in-Charge"** means the person authorized to be in control of the Cemetery.
- 1.13 **"Park Specific Rules and Regulations"** means the Standard Terms and Conditions and the relevant Memorial Park's specific rules and regulations, which are available on the official Calgro M3 Memorial Parks website at: www.memorialparksbycalgro.com
- 1.14 **"Prescribed Application Form"** means the relevant application form produced by the Memorial Parks Management System (MPMS), which is to be completed and signed by the Holder as prescribed in these terms and conditions.
- 1.15 **"Private Right"** means the right to Interment afforded to a Holder in accordance with these terms and conditions.
- 1.16 **"Standard Terms and Conditions"** means the standard terms and conditions as set forth herein, applicable to all Memorial Parks and are to be read in conjunction with the Park Specific Rules and Regulations. Where there is duplication or uncertainty, the Park Specific Rules and Regulations applicable to the specific Cemetery will apply.

2. INTERMENT AND PRIVATE RIGHTS

- 2.1 A signed 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, and must be accompanied by proof of payment as well as the original burial order.
- 2.2 An application for reservation of a Grave on the Prescribed Application Form must be submitted to the offices of the Officer-in-Charge, such application will be finalized only upon the completion of the Prescribed Application Form, signed by the applicant, all supporting documentation is received, and the applicable payment is received and cleared in the Calgro M3 bank account, and the official Certificate of Private Rights has been issued.
- 2.3 No Interment shall be allowed until such time as Calgro M3 has received (i) the application for Interment completed in full and signed by the applicant, 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 received and cleared in the bank account of Calgro M3.
- 2.4 All Interments require a 2 working day notice period to prepare the Grave. In the instance where a 2nd or 3rd Interment is required, the original certificate must be received prior to the 2 working days, and the authorization to reopen the Grave obtained by the Holder. In the instance of a lost or misplaced Certificate of Private Rights, an affidavit to that effect is required by the applicant from the South African Police Service, and such affidavit to be uploaded on the Cemetery records.
- 2.5 No external contractors, individuals, funeral directors, or memorial masons shall be permitted to excavate or close graves within any of the Calgro M3 Memorial Parks. Any applications or requests for such activities shall not be considered or approved under any circumstances. The exclusive right to conduct grave excavations and closures is reserved for authorized personnel appointed by CalgroM3 Memorial Parks, in accordance with internal operational policies and regulatory requirements.
- 2.6 Notwithstanding, 2.7 below, subsequent 2nd and 3rd burials are subject to a reopen fee as determined from time to time; such reopening fee must be paid in full and finalized prior to the interment date, and such reopening and closing services are provided by Calgro M3.
- 2.7 Graves purchased as reservations for future use are subject to an opening fee for the 1st interment, and a reopening fee for the 2nd, and where permitted, the 3rd interment. The applicable fee shall be determined by CalgroM3 from time to time and shall be payable prior to each interment taking place. Clients acknowledge and accept that these fees are subject to review and may change in accordance with operational requirements and pricing policies.
- 2.8 A maximum of two (2) or three (3) Interments per Grave is permissible, depending on the park specific rules and regulations. The use of a dome casket will restrict the maximum number of Interments per Grave to two (2) Interments.
- 2.9 Any modifications to any Grave either internally or at the surface is not permitted; no bricking of Graves, no internal deviation from standard dimensions, or any other form of modification is permitted.
- 2.10 Interment and funeral proceedings shall only be allowed during Normal Operational Hours.
- 2.11 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).
- 2.12 The Holder has the right to sell or transfer ownership of the grave to a third party. However, for such transfer to be valid and enforceable, the transaction must be registered with Memorial Parks and, (i) the transfer must be confirmed in writing, (ii) the change of ownership and administration process to be completed, (iii) the amended details are registered and recorded in the Cemetery register, and (iv) payment of the applicable administration fee is received and cleared in the Calgro M3 bank account, and (v) the amended certificate has been issued.
- 2.13 No person shall scatter or inter any ashes in any ash niche or Memorial Park or exhumate any ashes from any niche or Memorial Park without the prior written consent of Calgro M3 first having been obtained and the required fee having been paid.
- 2.14 No person shall exhumate a body from any Grave in any Memorial Park without written consent and approvals; such consent and approvals are determined by legislation pertaining to exhumations.
- 2.15 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 and are subject to the relevant fee.

3. PRIVATE RIGHT PAYMENT TERMS

- 3.1 The cost of the Private Right is as stipulated in the Prescribed Application Form ("the Purchase Price") which may change from time to time. Please refer to the website at: www.memorialparksbycalgro.com for the latest price list.
 - 3.2 The Purchase Price shall either be paid via electronic fund transfer (EFT), Point of sale (POS) payment or via a deferred payment arrangement via lay-buy or debit order.
 - 3.3 If the Purchase Price is paid via EFT or POS, the full Purchase Price shall be paid to Calgro M3 within 21 days of the signature by the prospective Holder of the Prescribed Application Form.
 - 3.4 If the Purchase Price is paid by deferred payment arrangement: (i) the deferred payment arrangement terms and conditions as concluded with the relevant service provider shall apply, and (ii) the term and monthly amount of the repayment arrangement will be as agreed to between the prospective Holder and Calgro M3, prior to commencement of the deferred payment arrangement, and (iii) the prospective holder will pay a non-refundable initiation fee to Calgro M3 to activate the deferred payment arrangement, the amount of which shall be determined by Calgro M3 from time to time, and (iv) should the prospective holder fail to make payment of the agreed monthly instalment timeously, and with the proviso that the unpaid instalments do not exceed three (3) instalments at any given stage, Calgro M3 shall be entitled, with the consent of the prospective holder, and for the collection of such arrear instalments, to distribute the aggregate of the unpaid instalments equally over the remaining monthly instalments of the initial agreed upon repayment arrangement term.
 - 3.5 If the full purchase price is not received, either within the prescribed 21-day payment period in terms of clause 3.3 or in terms of the deferred payment arrangement terms and conditions in terms of clause 3.4, 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 applicable at that stage, and Calgro M3 shall, in the meantime, be entitled to market and sell the Grave to any other interested party. The receipt of a partial payment or deposit does not provide the Holder with any rights whatsoever over the Private Rights and if full payment is not received in terms of the relevant payment terms and conditions in terms of either clauses 3.3 or 3.4, the application will be cancelled and the partial payment received will be repaid to the Holder, subject to (i) the deduction of the cancellation fee referred to in clause 4 below, and (ii) the Holder providing Calgro M3 with the required paperwork to effect such refund.
 - 3.6 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.
 - 3.7 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 and the official Certificate of Private Right is issued.
 - 3.8 No physical cash will be received at any of the Memorial Parks, cash deposits must be deposited directly in the relevant Calgro M3 bank account.
 - 3.9 Calgro M3 has the right to reallocate Graves in their sole discretion, irrespective of what Grave was purchased, for reasons beyond Calgro M3's control such as Grave collapse, rock, and inability to excavate, mains water pipes, or any intrusions in the Grave causing excavation and safety concerns.
- 4. CANCELLATION FEES**
- 4.1 Where the prospective Holder is paying the Purchase Price by means of a deferred payment arrangement, and the prospective holder falls in arrear with four (4) or more of his/her/its monthly instalments at any given stage, the prospective holder's application to acquire a Private Right shall automatically be deemed to have been cancelled.
 - 4.2 In the event of the cancellation of the application to acquire a private right in terms of the provisions of clause 4.1 or for any other reason, other than the breach of these standard terms and conditions by Calgro M3, before full payment of the Purchase Price has been made, Calgro M3 shall be entitled to charge a cancellation penalty equal to 8% of the Purchase Price (inclusive of VAT), which amount shall be deducted from the funds held by Calgro M3 pursuant to payments received from the prospective Holder in terms of the deferred payment arrangement.
- 5. CARE OF GRAVES**
- 5.1 No person may (a) garden, or plant flowers on any Grave (b) place a metal cot or any unauthorized object(s) on any Grave. Please consult the relevant park specific terms & conditions on our website.
 - 5.2 No planting of trees will be allowed.
 - 5.3 Fresh flowers placed on a Grave are subject to park specific terms and conditions. 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 objects from a Grave. Periodic "clean ups" will be carried out when it is deemed necessary at the sole discretion of the Park Manager. Glass vases and flower holders are not recommended as broken vases pose a safety threat.
 - 5.4 All earth mounds and excess soil on Graves will be removed, lawn will be planted on the Grave according to the seasonal requirements and the maintenance schedules.
 - 5.5 The Holder shall be responsible for the maintenance of any tombstone, headstone, plaque, and ledger erected on the Grave. Calgro M3 is not responsible or liable for any damage resulting from or to Memorial Work.
 - 5.6 Ash niches and tree memorials shall be maintained by the Holder.
 - 5.7 Rituals involving animals or rituals of any kind are not permitted in the Memorial Parks.
 - 5.8 Graves are naturally subjected to soil subsidence particularly during the rainy season, due to the natural settling of the soil; such Graves are filled and compacted by park maintenance staff.
 - 5.9 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 Calgro M3 in respect of estate maintenance from time to time. Please visit our website www.memorialparksbycalgro.com for detailed information and the [Park Specific Rules and Regulations](#) relating to estate maintenance.
 - 5.10 Calgro M3 will attend to the maintenance of the Memorial Park on an ongoing basis, at its expense.
- 6. MEMORIAL WORK**
- 6.1 Full information relating to any Memorial Work intended to be erected in Calgro M3 Memorial Parks, must include an application to erect Memorial Work, a detailed sketch plan with the dimensions thereof, together with the consent obtained from the authorized Holder; and is subject to approval by the Officer-in-Charge.
 - 6.2 All Memorial Work must be constructed of granite or marble only, and any alternative materials are subject to the sole and absolute discretion of the Memorial Parks. Please refer to the [Park Specific Rules and Regulations](#) in this regard at: www.memorialparksbycalgro.com
 - 6.3 No inscriptions or pictures are allowed on the reverse (back) side of tombstones.
 - 6.4 Dimensions of headstones include a 900mm x 250mm x 250mm solid base, no protrusions exceeding the dimensions of the base and a maximum height of 1.6m from ground level including any statues, books, or other objects. Please refer to the [Park Specific Rules and Regulations](#) in this regard at: www.memorialparksbycalgro.com
 - 6.5 Dimensions of full memorials include a maximum 900mm width, maximum 2.2m length and a maximum height of 1.6m including statues, books, or other objects. Please refer to the [Park Specific Rules and Regulations](#) in this regard at: www.memorialparksbycalgro.com
 - 6.6 Any Memorial Work requiring structural, engineering design and approval is for the sole discretion of the park management, such requirements may be called upon when deemed necessary. The unveiling of tombstones at the same time as the burial will be restricted to the placement of the headstone portion only, for safety concerns, and must be placed a safe distance from the Grave; the tombstone must be moved to the correct position by the tombstone service provider directly after the burial. Please refer to the [Park Specific Rules and Regulations](#) in this regard at: www.memorialparksbycalgro.com
 - 6.7 Calgro M3 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) is erected in contravention of the relevant legislation, or (d) is constructed of material other than marble or granite, or (e) failure to move a tombstone after unveiling to the correct permanent position after the burial.

- 6.8 For park specific rules and regulations relating to Memorial Work please visit our website for additional information at: www.memorialparksbycalgro.com
- 6.9 Memorial work erected in the incorrect position, and any tombstones that are leaning or have fallen over or pose a threat to the health and safety of staff and visitors will either be moved to the correct position, dismantled, or re-erected. Calgro M3 and the Memorial Park staff will not be responsible for any damage to Memorial Work in such circumstance.
- 6.10 The erection of Memorial Work is permissible during Tuesdays to Fridays between the hours of 08h00 – 14h00, no Memorial Work is allowed on Saturdays, Sundays, and Public Holidays. No tombstones may be erected during inclement weather. Please refer to the [Park Specific Rules and Regulations](#) for more information.
- 6.11 Any approval for Memorial Work is subject to all the relevant documentation been received, the authorization by the Holder obtained, the Memorial Work approved by the Officer-in-Charge, and an appointment (time and date) confirmed in writing with the administration office for the erection thereof.

7. INDEMNITY

- 7.1 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.
- 7.2 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.

8. COMPLIANCE WITH RULES AND LEGISLATION

- 8.1 Funeral services within the Cemetery, the process of Interment, Memorial Work and the Private Right afforded to the Holder shall always be subject to, and comply with, the Standard Terms and Conditions, all applicable national, provincial, and local government legislation, and the Park Specific Rules and Regulations.
- 8.2 The Holder is specifically referred to the prohibited acts recorded in the Local Authority Cemeteries and Crematoria by-laws, which shall be strictly enforced by Calgro M3.
- 8.3 The Holder is referred to the [Park Specific Rules and Regulations](#), such rules and regulations are available on the Calgro M3 Memorial Parks website at: www.memorialparksbycalgro.com and such rules and regulations must be read in conjunction with the Standard Terms and Conditions.
- 8.4 Any trinkets, items of sentimental value, or other valuable objects placed on Graves or ash gardens shall not be the responsibility of the Memorial Park. The Memorial Park does not encourage such practices and prefer customers refrain from such.
- 8.5 Vehicles may not drive or park on the grass areas in the parks and vehicles may not drive over Graves or park on Graves.
- 8.6 No handling or the discharge of firearms is allowed in any of the Memorial Parks.

9.BREACH

Should Calgro M3 or the Holder (the "Defaulting Party") commit a breach of any of the provisions of these Standard Terms and Conditions, 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, in addition to any other rights afforded to the Aggrieved Party in terms of these Standard Terms and Conditions, to claim specific performance by the Defaulting Party of all the Defaulting Party's obligations; or to cancel the Private Right; and in either event to claim damages against the Defaulting Party.

10.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.

11.GENERAL

- 11.1 The Standard Terms and Conditions and the Park specific rules and regulations are available on the official Calgro M3 Memorial Parks website, and such constitute the entire agreement between Calgro M3 Memorial Parks and the Holder. The terms and conditions as well as the park specific rules and regulations may be updated from time to time.
- 11.2 Calgro M3 Memorial Park management do not take instructions from clients and/or family members as to who may and who may not visit individual Graves.
- 11.3 Calgro M3 may close the park for any period at their sole discretion within reasonable circumstance or may prohibit access for any period to protect the safety of visitors to the park.
- 11.4 Parking and vehicle movement inside the Cemetery must be always adhered to as instructed by the Officer-in-Charge.
- 11.5 No drones will be allowed during funerals unless authorized by the park manager in writing.
- 11.6 By purchasing any of our products in any of the Calgro M3 Memorial Parks, you hereby consent to the use of pictures of Memorial Work which can/may be used by Calgro M3 or any service provider contracted by Calgro M3, for marketing and advertising purposes. Even though every reasonable effort will be made to ensure that personal information contained on such Memorial Work is not visible on the marketing material, Calgro M3 cannot however, guarantee this. By concluding the sale, the customer consents hereto, and holds Calgro M3 harmless against any claims arising from the use of the images of Memorial Work, used for marketing and advertising purposes.
- 11.7 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 every provision or term hereof.
- 11.8 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.
- 11.9 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.
- 11.10 CalgroM3 Memorial Parks terms and conditions and the park specific rules and regulations are without notice, updated from time to time and are available on the Memorial Park website.
- 11.11 Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 0861 44 44 77 and e-mail: CustomerCare@calgroM3.com website: www.memorialparksbycalgro.com