

RUSTENBURG MEMORIAL PARK – PARK RULES & REGULATIONS



DEFINITIONS

1.1 **“RMP”** means the Rustenburg Memorial Park Cemetery.

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 **“Bricking”** means the construction of only the internal area of a grave, whereby all four internal walls are supported by 140mm concrete blocks, usually built from the floor of the grave, and finishing with the final course, level with the natural ground surface; any construction work on the external surface of the grave or protruding beyond the ground surface level is strictly prohibited.

1.5 **“Berm – On Demand Section”** refers to a designated section within the cemetery where only Headstones may be erected. The Headstones must be constructed exclusively of granite or marble only, no other materials are permitted. All memorial work in this section must adhere strictly to the cemetery's rules and regulations. The following conditions apply:

- No gardening, flowers, trees, vases, benches, pots, ornaments, or objects of any kind may be placed on the grave or grass surface areas.
- All flowers, vases, pots, or other items must be placed solely on the concrete slab (berm) and must not extend beyond the slab's boundaries.
- Graves will be allocated based on the next available grave at the time of interment. Clients are permitted to reserve only one adjacent grave at the same time as the interment.
- Any adjacent grave reservation must be confirmed and paid in full prior to the interment. This payment must include both the interment fee and the full purchase price of the reserved grave.
- No bricking, alteration, or modification of the internal structure or surface of any grave is permitted under any circumstances.
- All graves must remain in their original condition as prepared by cemetery staff.

1.6 **“Berm - Premium Section”** refers to a designated section within the cemetery where only Headstones may be erected. These Headstones must be constructed exclusively of granite or marble only. No alternative materials are permitted. All memorial work in this section must comply strictly with the cemetery's rules and regulations. The following conditions apply:

- No gardening, flowers, trees, vases, benches, ornaments, or any objects of any kind may be placed on the grave or the grass surface.
- All flowers, vases, pots, or other objects must be placed solely on the concrete slab (berm) and may not extend beyond the slab's dimensions.
- Clients may select from the available graves for both interment and reservation purposes.
- Grave reservations must be secured either by full upfront payment or through a valid lay-by agreement.
- Interments require full payment to be made prior to the scheduled date of interment.
- No bricking, alteration, or modification of the internal structure or surface of any grave is permitted under any circumstances.
- All graves must remain in their original condition as prepared by cemetery staff.

1.7 **Full Memorial Section – On Demand** “refers to a designated section within the park that accommodates the erection of a full tombstone, including a ledger (base) and kerbs, with the memorial structure covering the entire surface of the grave. Only granite or marble may be used in the construction of such memorials. No other materials are permitted. All memorial work must strictly comply with the cemetery's rules and regulations. The following conditions apply:

- No gardening, flowers, trees, vases, benches, ornaments, or objects of any kind may be placed directly on the grave or grass surface.
- All flowers, vases, pots, or other items must be placed solely on the ledger (base) of the tombstone and must not protrude beyond the edges of the ledger.
- Cladding, tiling, or any encroachment beyond the boundaries of the ledger (base) is strictly prohibited.
- No concrete foundation may be visible above ground level. The ledger (base) must sit flush with the grass surface.
- In the absence of a tombstone, the grave must remain covered in grass only. No vases, flowers, or objects of any kind are allowed on the grass.
- Metal cots are strictly prohibited.
- No bricking of internal grave walls or any modification to the grave's internal structure or surface is permitted under any circumstances.
- Grave reservations may be secured through either full upfront payment or the approved lay-by payment option, subject to the terms and conditions applicable to each payment method.

1.8 **Full Memorial Section – Premium** “refers to a designated section within the park that accommodates the erection of a full tombstone, including a ledger (base) and kerbs, with the memorial covering the entire surface of the grave. Only granite or marble may be used for construction. No alternative materials are permitted. All memorial work must comply with the rules and regulations set forth herein. The following conditions apply:

- No gardening, flowers, trees, vases, benches, ornaments, or any other objects may be placed on the grave or the grass surface.
- All flowers, vases, pots, or similar objects must be placed solely on the ledger (base) of the tombstone and may not protrude beyond its dimensions.
- Cladding, tiling, or any encroachment beyond the ledger (base) is strictly prohibited.
- No concrete foundation may be visible above ground level. The ledger (base) must sit flush with the grass surface.
- In the absence of a tombstone, the grave must remain grass-covered only. No objects, flowers, or vases may be placed on the grass surface.
- Metal cots are strictly prohibited.
- Bricking of the internal grave walls is permitted; however, only M140 mm concrete blocks may be used.
- All brickwork, concrete foundations, and any supporting concrete lintels must be fully concealed below ground level. No portion of such construction may be visible above the surface or on the external area of the grave.
- Grave reservations may be secured through either full upfront payment or via an approved lay-by payment option,

RUSTENBURG MEMORIAL PARK – PARK RULES & REGULATIONS



subject to the terms and conditions applicable to each payment method.

2 INTERMENT AND PRIVATE RIGHTS

2.1 A maximum of two (2) interments per grave is permissible.

2.2 A minimum of 48 hours' notice is required for the preparation of all graves. Burials will not be permitted on Public Holidays and Sundays under any circumstances. All graves are excavated and filled by RMP staff only, no external contractors are permitted to perform such work.

2.3 All interments are subject to the provisions set out in the **Standard Terms and Conditions** of Memorial Parks. Compliance with these terms is mandatory for all interments. The full Standard Terms and Conditions are available www.memorialparksbycalgro.com

2.4 No **interment of cremated remains** (ash remains) shall be permitted in any grave, niche, 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.

2.5 The scattering of ashes in the park is strictly prohibited. 2.6 **Limitation of Liability for Contravention** Any contravention or non-compliance with clauses 2.4 and 2.5 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 2.4 and 2.5.

3 CARE OF GRAVES

3.1 **Gardening on graves is strictly prohibited.** Decorations, temporary demarcations, cots, steel fencing, bricks, blocks, pebbles, stone, benches, or any unauthorized objects of whatsoever nature are strictly prohibited on or around graves, or on the grass areas.

3.2 In the **Berm Sections** (Headstone only), all vases, pots, and flower holders must be placed **in the holder provided in the tombstone, or on the concrete slab only**. In the **Full Memorial Sections**, such items must be positioned **on the tombstone structure**. No items may be placed directly on the grass or lawn areas under any circumstances. Graves may only be covered in either grass or a suitable tombstone of granite or marble only (no other materials are allowed) and must comply with the cemetery specifications relating to memorial work. Any violations of these regulations will result in the removal of the items by cemetery staff without prior notice.

3.3 Natural soil subsidence is a common occurrence and will be addressed by cemetery staff as part of routine maintenance. Clients are kindly requested to exercise patience and understanding, particularly during the rainy season, as remedial work may be subject to weather-related delays.

3.4 Decorations on graves, including but not limited to objects, flowers (whether natural or artificial), vases, benches, pots, pavers, cobblestone, pebbles or ornaments, are strictly prohibited on the graves.

3.5 Placing of trinkets or items of sentimental value is strictly prohibited.

4 MEMORIAL WORK

4.1 **All memorial work must be of the materials of granite or marble only.** No other materials will be permitted. Bronze, concrete, plastic, perspex and glass are strictly prohibited.

4.2 No pictures and no inscriptions on the back of the tombstones will be permitted.

4.3 All memorial work shall be subject to the following mandatory process:

(i) Submission of a formal **Application for the Erection of Memorial Work**; (ii) **Submission of a detailed sketch plan, clearly indicating dimensions, materials, and construction specifications**; (iii) **Written approval of the proposed memorial work by the Officer-in-Charge prior to the commencement of any installation activities**; and

(iv) **Confirmation of the date and time** for the erection of the memorial work, as agreed upon with cemetery management. No memorial work may proceed without full compliance with the above process.

4.4 **Berm sections – On Demand and Premium**, the base shall be a solid granite or marble portion, 900mm x 250mm x 250mm, no extensions or 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. The upright granite or marble portion shall be at least 75mm thick and securely fastened to the base.

4.5 **Full Memorial section – On Demand** the base (ledger), shall not exceed 900mm in width, and 2.2m in length and an upright maximum height of 1.4m from ground level, including any statues, books or objects. No protrusions, tiling, cladding or any other extensions or 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 provider. No concrete foundation or any support work including the concrete lintels may be visible above ground level and no brick work of any nature will be permitted as part of or supporting the tombstone.

4.6 **Full Memorial Section – Premium** the base (ledger), shall not exceed 1.2m in width, and 2.6m in length and an upright maximum height of 1.6m from ground level, including any statues, books or objects. No protrusions, tiling, cladding or any other extensions or 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 either 1.5m or 1.8m concrete lintels are required to support the memorial work; such concrete lintels are to be supplied by the tombstone service provider. No concrete foundation or any support work including the concrete lintels may be visible above ground level and no brick work of any nature will be permitted as part of or supporting the tombstone.

5 ESTATES

5.1 A maximum number of two (2) interments per grave is permitted in the 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.

5.2 Estates are purchased in the standard form, demarcated by a brick perimeter wall and is landscaped with grass.

5.3 Notwithstanding any terms hereof, RMP is solely responsible for the cutting and edging of the grass in the Estates and the maintenance of the brick walls.

5.4 The brick walls of the estates remain the property of RMP and no cladding, extensions, building and no renovation to the brick walls is permitted, no plaques, no flowerpots or any objects whatsoever may be placed on the walls. Any contravention of these terms and conditions will result in the immediate removal of any unauthorized structures, modifications, or objects by

cemetery management and/or its staff, without prior notice or further correspondence.

5.5 Estates shall be maintained and kept in a good, neat, and tidy condition. The Holder shall comply with the maintenance directives determined by RMP 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 PCMP water system (c) construction work including any building, painting, graphics, plastering, tiling, cladding, 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. Cemetery management has the right to apply and determine these terms and conditions at their sole discretion and may remove any unauthorized 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 the estate at his/her cost, provided that all such works are conducted strictly within the boundaries and guidelines as set out in the terms and conditions and park specific rules and regulations. All upgrades or alterations must comply with the aesthetic, structural, and spatial standards prescribed by the cemetery management. 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 landscaping clause and shall not hold Calgro M3 liable for any losses, incidental or otherwise, in respect hereof.

5.8 Any proposed landscaping to the estate by the Holder shall be subject to a formal application process. The Holder must submit a written application accompanied by a detailed landscape and/or sketch plan to the Officer-in-Charge for prior review and approval. No landscaping may commence without the express written approval of the Officer-in-Charge. Approval may be granted or declined at the sole discretion of the Officer-in-Charge, based on reasonable grounds and in accordance with the Park Specific Rules and Regulations and with due consideration to ongoing maintenance requirements, accessibility, and best practices for future grave excavations.

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. No artificial lawn/grass is permitted in the Estates.

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 landscaping, 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, or touch any part of the brick walls and must be confined to the inner specifications of the Estate; the maximum height of any memorial work may not exceed 1.6m from ground level including any statues, books etc. Once again materials for all memorial work must

only be those of granite or marble. The erection of brickwork of any kind within the Estate is strictly prohibited. This prohibition includes, but is not limited to, the use of bricks for the construction, reinforcement, or support of tombstones. Any contravention of this clause shall be deemed a breach of the Estate's rules and may result in the removal of the non-compliant structure at the cost of the responsible party.

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

5.13 No Holder or any individual shall have the right to construct or install any structure, unit, roof, pergola, or related facility within the estate for the purpose of interring future deceased remains or memorializing the deceased. Such construction is strictly prohibited and will not be permitted under any circumstances.

5.14 Ash niches shall be maintained by the Holder.

5.15 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 cemetery without full compliance with the abovementioned requirements.

6. TENTS AND GAZEBOS

6.1 Large tents or gazebos, (other than those used normally at the grave during interment services), may only be erected in designated areas specifically demarcated by the cemetery for such purposes (e.g., catering, church services, or gatherings). The erection of large tents or gazebos within the grave section areas is strictly prohibited.

6.2 The Rustenburg Memorial Park (RMP) does not provide tents, gazebos, catering services, chapel facilities, or any associated services. All such arrangements must be made directly with the appointed funeral service provider or an external supplier. RMP bears no responsibility for the coordination or provision of these services.

6.3 Any catering or chapel service and erection of large tents for such purposes, held at Rustenburg Memorial Park (RMP), whether arranged through a funeral service provider or an external service provider, shall be subject to the applicable fee payable to RMP. Confirmation of such bookings must be made no less than 48 hours prior to the scheduled event. Full payment must reflect in the designated CalgroM3 bank account no later than 24 hours before the event. Failure to comply with these conditions may result in the cancellation of the booking.

6.4 Rustenburg Memorial Park (RMP) shall not be held liable for any interruption or outage of electricity or water supply during events, regardless of the cause. All service providers are required to make the necessary contingency arrangements, including but not limited to the provision of generators and alternative water sources, to ensure the continuity of their services in the event of such disruptions.

6.5 All tents and gazebos erected for events must be fully dismantled and removed from the premises within 24 hours following the conclusion of the event. Failure to comply may result in penalties or removal by the cemetery staff/external contractor at the cost of the responsible party.

6.6 The provision of any additional ablution facilities, including male and female toilets, shall be the sole responsibility and at the full cost of the appointed funeral service provider or any external service provider. RMP shall not be liable for the supply, installation, maintenance, or removal of such facilities.

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

6.8 The consumption of alcohol is strictly forbidden on the cemetery premises.

6.9 Man-made fires, braais, and/or gas and electric heaters are not permitted in the cemetery

7. TENTS AND GAZEBOS FEES IN DESIGNATED AREAS

7.1 **"Resident Fee"** refers to the standard rate applicable to clients who utilize the designated areas within the cemetery for the erection of tents or gazebos for functions in connection with a burial or ash interment taking place on the same day. This fee represents the prescribed cost for such usage, as determined in accordance with the prevailing pricing schedule, which may be amended from time to time at the discretion of CalgroM3.

7.2 **"Non-Resident Fee"** refers to the standard rate applicable to clients who utilize the designated areas within the cemetery for the erection of tents or gazebos for functions not associated with a burial or ash interment taking place on the same day. This fee represents the prescribed charge for such usage, as set out in the prevailing pricing schedule, which may be revised from time to time at the sole discretion of CalgroM3.

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

8. CONTACT

8.1 Any additional information can be obtained by contacting: Memorial Parks, Telephone Number: 0861 44 44 77 and e-mail:

CustomerCare@calgroM3.com or visit the memorial parks website: www.memorialparksbycalgro.com