

MUTUMBI CEMETERY & REMEMBRANCE PARK **CEMETERY & PARK RULES & OPENING TIMES**

Cemetery & Park Rules - In Brief 2008

Mutumbi Cemetery & Remembrance Park is a private Park designed for reflection and enjoyment.

All visitors are welcome. Please abide by the few regulations to protect its natural beauty and in respect for those who are laid to rest here. Please do not leave any thing behind that is not biodegradable. If you need help, please ask a member of the Park staff.

Please help us by complying with the information below. Thank you.

- Keep to the paths and do not walk over marked burial plots.
- Children to be supervised at all times.
- Do not pick the wildflowers, damage the trees or injure the birds and wildlife.
- Please remove and place in the rubbish bins all flower wrappers and ribbons.
- No unapproved containers of any type are to be placed on the grave.
- No plants to be planted or structures placed on or around the graves without permission.
- Park staff will take away any flowers and funeral tributes as they deteriorate either through weather conditions or grazing by wildlife and remove any containers or drain any water in which the breeding of mosquitoes is evident or likely to take place.
- No item, structure, plant or memorial is allowed above 1 meter in height without permission.
- Grave digging and back filling may only be carried out by Company grave diggers.
- Grave Maintenance is the responsibility of the grave owner.
- No mounding of graves is allowed after natural subsidence, all graves to be maintained level with adjacent ground.
- No burial or interment of ashes to take place without government permits authorising burial.
- No fires or barbeques in the Park.
- No pets or animals are allowed in the Park without permission.
- No bicycles or any motorised vehicle to enter the park except for gaining access to the car parks and burial plots.
- Cars and vehicles are parked at owners' risk. The management is unable to take responsibility for cars and vehicles and their contents.
- There is no public right of access to the Park, access will be controlled at all times and all visitors are subject to the Rules and Regulations of the Park.
- No heavy vehicles or large buses will be allowed into the Park.
- No personal or commercial trading or business promotion is allowed in the Park.
- No firearm, catapult or knife of any description is allowed in the Park without written permission.

A full copy of the Park Rules & Regulations is available on request

Mutumbi Park and Office Opening Times

Mutumbi Park Opening Times - Everyday 08:00 to 17:30

Office Hours - Monday to Friday: 09.00 to 16.00

Saturday & Sunday: 09.00 to 12.00

**Access to Mutumbi Park and Office outside of opening hours is available
subject to prior arrangement**

Mutumbi Cemetery & Remembrance Park

RULES AND REGULATIONS 2008

Introduction

1. These are the regulations set for Mutumbi Cemetery & Remembrance Park ("The Park") by Zambian Natural Heritage Services Limited ("the Burial Company") and New Leaf Cemetery Charity ("the Maintenance Company") and Chamba Valley Maintenance Fund ("the Fund") (together "the Companies") for the operation and administration (including access to and use of) the Park as detailed on the definitive plan held by the Companies.
2. There are outline plans of the Park showing the perimeter, roads, paths and gardens and the layout of Burial Plots and Graves. Each Burial Plot and Grave will be numbered and can be found by using the Park Plans.
3. Reference to the Burial Company and/or the Maintenance Company (in these rules and in any document forming part of the contract with a Plot or Grave Owner) includes their successors in title, assigns or replacements as the case may be from time to time. These regulations apply to any person entering the Park (who is not an officer employee or agent of either of the Companies "official personnel").
4. The Companies may change these Rules and Regulations and/or the Terms and Conditions in whole or part from time to time as they think fit or as required by law or to meet the Maintenance Fund from time to time. Changes to these Rules and Regulations shall be effective and immediately binding from the date they are introduced. Changes can be inspected at the Park office and terms of the updated copies of these rules will be available for purchase there subject to payment of the relevant fee.
5. The Burial Company and/or the Maintenance Company have the right to issue notices pursuant to these Rules and Regulations from time to time in respect of the Park e.g. Varying opening times due to inclement weather.
6. All notices and/or local instructions issued in the Park from time to time must be complied with. For example -Not to use a particular path where site maintenance or construction is being carried out.
7. The Park has been designed for use as a burial area and sold in burial plots and graves of various sizes for the sole purpose of interring Ashes and/or Coffins as appropriate at the plot owner's discretion and subject to all appropriate Statutory legislation and also subject to notices, rules and regulations of the Park as set out by the Companies from time to time.
8. The Burial Company offers Park operational, development and construction services, burial plot design and construction and services relative to a Customer's requirements for burial or interment of ashes, whether on Pre Need Terms or At Need Terms.
9. The Maintenance Company offers long-term maintenance services for the park.
10. Ashes may not be scattered in the Park unless the Companies consent in writing and can be scattered only in special defined areas after payment of the specified fees and charges.
11. The Owner of a Grave or Burial Plot or access right in the Park will be granted a unique reference number which should be quoted on all correspondence or notices.

The Park

- P1. The Park is not consecrated ground. Religious services (of whatever type) or events or ceremonies may, with the prior written permission of the Companies, be carried out within the Park in conjunction with a burial or interment of ashes or scattering of ashes. There is no obligation to hold any such service in respect of any burial or interment or scattering of ashes in the Park.
- P2. No planting of trees, shrubs or other plants shall be undertaken in the Park other than by the Burial and Maintenance Companies unless with its prior written agreement and by arrangement e.g. maintenance and planting by Burial Plot owners and the Friends of Chamba Valley Remembrance Park from time to time or planting flowers and plants provided by the Companies in agreed areas. The picking, cutting or damaging of any plants, shrubs or trees in the Park is not allowed.
- P3. Wildlife and/or animals in the Park may be introduced/permitted by the Companies but [with the exception of guide dogs for blind users] other animals can be brought into the Park only with the Companies' written consent.
- P4. If an animal is brought into the Park it must be controlled by the owner who will be fully responsible for the animal and its actions. The animal owner must co-operate with any access control system or procedure from time to time for allowing animals into the Park. The owner must ensure the animal behaves appropriately and cause no disturbance to other Park visitors. The owner must clear away any fouling in the Park, on pathways, car park or entranceways into the Park.
- P5. The Park shall be subject to notices issued under these regulations from time to time being open for access between 08.00 and 17.30 including all public holidays. Visitors may enter the Park only during its opening hours and must leave, taking all their belongings, before it closes. Access out of opening hours may be available subject to prior arrangement.

- P6. No vehicles of any sort whether or not motorised and including skateboards, roller blades, bicycles and the like are permitted in the Park except for gaining access into the Park and to Burial plots. All vehicles must use the designated car parks and designated roadways. The only exceptions to this are wheelchairs, vehicles for disabled, prams and pushchairs and service vehicles provided to assist access by the Burial and Maintenance Company.
- P7. Visitors must make good (at their expense) any damage caused, when exercising their rights of access to the Park, as soon as possible and must not cause any nuisance or annoyance in the exercise of these rights.

Burial Plots and Graves

Detailed specifications for design and construction of Burial Plots and Graves are available on request.

- G1. The Burial Company has exclusive rights to decide what if any memorials, markers or other means of identifying any Burial Plot or group of Plots is used, whether permanent or temporary.
- G2. Burial Plot and Grave owners are responsible for the maintenance of their own Burial Plots and Graves.
All maintenance and planting must be in accordance with the Park design guide and the Park Environmental Code of Practice (ECOP) available on request.
- G3. No shelters, markers, memorials, tombstones, seats, plants or otherwise (whether temporary or permanent) may be erected or placed within the Park and no carving or marking on any memorial is permitted without the prior written consent of the Burial Company.
- G4. No memorial or tombstone may be erected on a new grave until ground settlement has ceased – normally 12 months after interment unless the grave is of a size to allow the tombstone to be erected on undisturbed ground.
- G5. Any plants, markers or memorials permitted may not exceed 1 meter in height (unless agreed otherwise in writing with the Burial Company) and must be of a material and of a style that will fit in with the setting of each Park garden (as decided by the Burial Company at its sole discretion).
- G6. Burial Plots may not be used for the growing of food crops or for commercial use without the written consent of the Burial and/or Maintenance Companies.
- G7. Artificial flowers or plants or vases are not allowed. Such items left on Graves or in the Park will be removed and disposed of by the Burial Company.
- G8. All Graves to be dug and backfilled only by Company grave diggers. Graves to be maintained flat and level with adjacent land, no mounding of graves is permitted except after burial until natural subsidence has ceased. Such mounding must not exceed 30cm/12 inches in height.
- G9. Plot and grave owners who do not maintain their plots or graves will be given a 30 days improvement notice by the Burial or Maintenance Company, following which the Companies reserve the right to clear the Plot or Grave and maintain it as grass land or a wild flower area.

Obligations

- O1. The Burial Company, Maintenance Company and Trust Fund shall comply with their legal obligations.
- O2. Notwithstanding that an Owner has a right to Burial or to have ashes interred in a Grave or Burial Plot or to have their ashes scattered in the Park, in the event that following the death of the Owner his or her personal representatives or family will not agree to such a burial or interment or scattering of ashes, then the Burial Company shall not be obliged to proceed with any such burial or interment of ashes and shall have no liability for their failure to do so.
- O3. If the Owner (or if deceased his/her personal representatives) has nominated a party to share the Owner's Burial Plot ("the Nominated Party") but the Owner (or if deceased the Owner's personal representatives or family, or if the personal representatives of family) of the Nominated Party object, the Burial Company shall not be obliged to proceed and shall have no liability to do so.
- O4. The Companies shall comply with the legal obligations on them from time to time in respect of public health and safety and of notifiable diseases and may have to decline to follow an Owner's or Customer's wishes in certain circumstances. Where this is due (in the reasonable opinion of the Burial Company) to legal obligations, the Company shall not have any liability for such failure to proceed.
- O5. Where there is no default by the Company for failing to comply with a purchased plot (whether in respect of the Owner or any Nominated Party) or otherwise, the purchased plot shall not be repayable in whole or part. If an Owner or Nominated Party decides not to use a plot purchased (in whole or in part), or dies after or cannot be buried, or have their ashes interred or scattered until after the expiry of the Grant of Burial Right, the plot price shall not be repayable in whole or in part.
- O6. The Burial Company shall ensure that it maintains all registers and records required in respect of the burials and interment of ashes within the Park and that in respect of every burial (including every interment of ashes) in the Park any necessary notification by it to the Registrar of Births, Deaths and Marriages is carried out in accordance with the legislation in force from time to time.

- O7. The Burial Company shall not be obliged to proceed with any burial or interment of ashes until a valid **Certificate/Permit for Burial or Disposal of Cremated Remains** in respect of the person to be buried is produced to the Company and that the Grave and all other charges are paid for in full.
- O8. When a Grave is required for burial or interment of ashes or if scattering of ashes is required, the Burial Company must be notified in writing by the Grave Owner or if deceased, the personal representatives of the Owner of the right.
- O9. The notice must be accompanied by the **Certificate/Permit for Burial or Disposal of Cremated Remains** for the person concerned, any payment due for the Grave purchase and all other charges together with notice of any special funeral service, marquee, facilities, music or other requirements.
- O10. Two days notice is required to carry out a burial or interment or scattering of ashes. The Burial Company will try to meet any special requirements as to the time and date of burial. Additional notice may be required in order to supply any special services or facilities requested. Additional charges will be charged for late notification and/or short notice request.
- O11. The Companies shall be entitled to co-operate with the Police, Coroners or other official bodies in relation to the Park and to comply with their legal obligations accordingly. Persons having rights in relation to any Burial Plot or Grave affected are required to render similar co-operation.
- O12. All garden materials and items for burial should be environmentally friendly. The Companies have the right to refuse to accept coffins or urns for burial or interment which in their opinion are not suitable.
- O13. Where there is any conflict between an Owner and his/her Nominated Party (or their respective personal representatives or families) in respect of the Burial Plot or Grave, the Owner's wishes shall prevail.

Behaviour

- B1. All burials or interments of ashes or scattering of ashes must be conducted in a decent and orderly manner.
- B2. No person shall behave in a noisy, riotous, violent or indecent way at any such event or at any time within the Park. No person shall obstruct any burial or interment or scattering of ashes or shall interfere with the operation and administration of the Park.
- B3. No games are permitted.
- B4. Unless otherwise determined by the Companies no radios, televisions or other music, computer or telecommunications equipment shall be permitted to operate in the Park which may disturb other visitors.
- B5. Official personnel may use mobile phones and the Companies will organise and hold regular musical and other events in the Park throughout the year. Funeral events may include music and other activities subject to the Burial Company approval.
- B6. All persons entering the Park shall behave in a suitably dignified manner whilst entering or in the Park and must show respect to others in the Park and to the Park environment and facilities. The Companies shall be entitled to allow children access to the Park for educational purposes and shall not be liable for any resultant noise or disturbance.
- B7. In the event that the Burial Company and/or the Maintenance Company feel (in their sole discretion) that any person entering or in the Park is not conducting themselves in an appropriate manner they may be requested to leave the Park and if they fail to do so the appropriate action may be taken to ensure that they are removed.
- B8. Any such person or persons may be prohibited from entering the Park for such term and subject to conditions as the Burial Company and/or the Maintenance Company may from time to time think fit and provided always that this right shall apply notwithstanding the terms of any Deed of Grant of Burial Right.
- B9. The Deed of Grant of Burial Right is to the Owner and to his/her personal representatives as trustees for limited close family members and for the benefit of any Nominated Party. The Burial Company and/or the Maintenance Company may at their discretion allow access into the Park to other people at the request of the Owner or the other holder of the Right from time to time provided always that such permission shall be at the discretion of the Burial Company and/or the Maintenance Company and may be withdrawn or limited or subject to conditions at any time as the Burial Company and/or Maintenance Company in their sole discretion think fit. Such permission shall not extend or add to the Grants and Guarantees issued.
- B10. Visitors must comply with any security or controlled access system or procedure in force from time to time.
- B11. No litter may be left in the Park except in the bins provided. The Companies reserve the right to control the introduction and consumption of food and drink in the Park. Normally food and drink may be brought into and be consumed in the Park, including alcohol.

- B12. Visitors must respect the natural environment and not leave food remains, wrappings and so on other than in litter bins.
- B13. No taking of illegal drugs is permitted in the Park. Smoking is only permitted in designated smoking areas.
- B14. No fires, barbecues, or the like are permitted in the Park.
- B15. Visitors must respect and not abuse the facilities and buildings in the Park. All facilities and buildings must be left in good and orderly condition ready for the next visitor.
- B16. Visitors must keep to the paths in the Park unless directed otherwise by notices at the Park issued under these Regulations, or by official personnel.
- B17. No item for resale or distribution may be brought into or grown in the Park, without the written consent of the Burial and/or Maintenance Companies. Any item agreed to be brought in for resale or distribution must be sold through the Burial and/or Maintenance Company's kiosks.
- B18. Wild or cultivated flowers may be grown on Burial plots for resale out of the Park or through the Park kiosks in accordance with Rule G4. These items must be agreed in writing with the Burial and/or Maintenance Companies.
- B19. No individual or company, whether a plot owner or not, may promote their business or trade in any form in the Park, without the written consent of the Burial and/or Maintenance Company.
- B20. Visitors to the Park must use only the toilet facilities provided. No pit latrines or similar may be constructed.
- B21. No firearm, weapon, catapult or knife of any description is allowed in the Park without the written consent of the Burial/Maintenance Companies.

Liability

- L1. Persons entering the Park do so at their own risk. The Burial Company and Maintenance Company will comply with the terms of the Maintenance Guarantees as appropriate. The park is a natural area with natural hazards and the Burial Company and Maintenance Company shall not be liable for any natural circumstances or circumstances beyond their reasonable control.
- L2. Visitors must take care of their vehicle or other means of transport left at the Park and of all other belongings when in the Park. The Companies will try to ensure the Park and car park are safe and secure but cannot guarantee this. The Burial Company and Maintenance Company cannot be responsible for any loss or damage to such belongings or persons.
- L3. The liability of the Burial and Maintenance Companies (save for death or personal injury caused by their negligence) shall be limited in total in respect of any one burial grave purchased (and the Customer, its Owner, their personal representatives and anybody entering the Park in connection with that grave, including Nominated Party) and their representatives or family to an amount equal to two times the relevant grave price (whether for negligence, breach of contract, Statutory duty, tort or otherwise).
- L4. There is no public right of access into the Park except as granted by the Companies. All visitors to the Park are subject to any access and security control as maybe implemented and changed from time to time. All visitors are subject to the Park Rules and Regulations in force at the time of their visit.

Developments

- D1. The Burial Company and the Maintenance Company wish to form "The Friends of Chamba Valley Remembrance Park" on such terms as the Companies at their discretion decide. The Friends of Chamba Valley Remembrance Park will be kept advised of changes in respect of the Park from time to time and of events occurring there which may be arranged.
- D2. The Burial Company and the Maintenance Company may wish to offer purchasers of Graves and Plots additional facilities at the Park and related goods and services from time to time and to create and issue a Park newsletter.
- D3. The Burial Company and Maintenance Company shall endeavour to ensure construction and development of the Park is carried out as quietly and unobtrusively as possible but this will not always be possible. Neither Company shall be liable if they fail to do so.
- D4. The Burial Company and Maintenance Company will provide communal water taps at each service hall and/or office location. There will be no charge for filling water containers up to 50 litres for use on personal plots. Where plot owners request larger volumes of water for watering and/or filling water storage tanks the Companies will charge a fee based on the volume of water required.

Agreement and Definitions

- A1. If there is any conflict between the documents involved, then the Companies' documents shall prevail. The documents forming the contract with Plot and Grave Owners are the entire agreement with the Companies and no other terms, representations or otherwise shall apply unless there has been any fraudulent misrepresentation.