



DURBANVILLE MEMORIAL PARK

by **CALGRO**

STANDARD DEBIT ORDER TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1 **“Agreement”** shall mean this Debit Order Agreement and all annexures thereto;
- 1.2 **“Calgro M3”** shall mean Calgro M3 Memorial Parks Holding (Pty) Ltd, Registration Number: 2016/082879/07;
- 1.3 **“Certificate”** shall mean the Certificate of Private Rights issued to the Client upon payment of the full purchase price of the Product;
- 1.4 **“Client”** shall mean the natural or Juristic entity accepting the Agreement pursuant to the acquisition of the Product;
- 1.5 **“Debit Order”** shall mean the method of payment chosen by the Client for the purchase of the Product;
- 1.6 **“Memorial Park”** shall mean the applicable Cemetery which the Product is located;
- 1.7 **“Parties”** shall be referred to Client/s and/or Calgro M3 used interchangeably herewith; and
- 1.8 **“Product”** shall mean the grave site or ash niche purchased at the Memorial Park.

2. PARTIES TO THE AGREEMENT

This Agreement is concluded between Calgro M3 and the Client.

3. THE PRODUCT (*THE GRAVE SITE OR ASH NICHE*)

The Product is acquired in terms of the Memorial Park rules and regulations and the terms and conditions as stipulated during the application process, and as detailed in the application form and the Certificate.

4. SERVICES AND OBLIGATIONS

4.1 Calgro M3

Calgro M3 is required to perform and complete the following tasks with reference to the application for purchase of a Product(s) via Debit Order:

- 4.1.1 Ensure that all documentation required for the Debit Order application has been received before such application is submitted;
- 4.1.2 Ensure that the operational process of application and grave allocation, the assessment of relevant documentation etc is complete, before the Debit Order application is initiated;
- 4.1.3 Ensure that the process of submitting the Debit Order application is completed with the appropriate skill, responsibility and care of the reasonable person; and
- 4.1.4 Ensure that once full payment of the Product(s) has been received, the Certificate is issued in the name of the Client within a reasonable time, and the Client is notified to collect the certificate at the Memorial Park office.

4.2 The Client:

The Client is obliged to provide the following documentation and support to Calgro M3 as part of the application process for the initiation of the Debit Order **within 7 days** by the Client of these terms and conditions:

- 4.2.1 Copy of RSA identity document or International passport;
- 4.2.2 Confirmation of Bank account, not older than three months prior to the date of application;
- 4.2.3 Proof of residence;
- 4.2.4 Three months' bank statement; and
- 4.2.5 Most recent salary or pay slip:

4.3 In the event that the Client fails to comply with the provisions of clause 4.1 within the stipulated 7-day period, clause 10.4 shall apply.

- 4.4 The Client must complete the relevant application forms and sign as proof of acceptance of such.
- 4.5 The Client must ensure that sufficient funds are available in the applicable bank account for the Debit Order to take place successfully on a monthly basis for the duration of the Debit Order application.
- 4.6 The Client is obliged to inform Calgro M3 of any change in particulars, including but not limited to bank accounts, contact details etc.

5. PAYMENT PLAN

The payment plan of the Debit Order runs for the period as chosen by the Client and as stated in the Debit Order application form. The payment plan chosen will include the entire agreement for the purchase of a single or multiple Product(s). The Client will have the choice of one of the Debit Order draw dates as elected in the Debit Order application form. If such date selected falls on a weekend or public holiday the Debit Order will be drawn on the following business day.

6. PERSONAL AND OTHER INFORMATION

- 6.1 The Client warrants that the information provided to Calgro M3 at the time of application is true and correct. The Client accepts that Calgro M3 has the right to treat the information provided as true and correct. The Client cannot later lay claim that the information provided is inaccurate and not true.
- 6.2 The Client accepts that by agreeing to the privacy policy, the Client is giving up the right to privacy and is granting Calgro M3 the right to use the personal information in accordance to the privacy policy.
- 6.3 If the Client enters into this Agreement on behalf of another person or juristic (legal) entity, the Client warrants that such person or juristic entity has authorised the relevant consent for Calgro M3 to process personal information, usage data, anonymised data and any other data the Client provides.
- 6.4 Credit information:
 - 6.4.1 The Client agrees that as far as is legally permissible:
 - 6.4.2 Calgro M3 has the right to carry out a credit enquiry with any registered credit bureau;
 - 6.4.3 Calgro M3 has the right to share your details with any registered credit bureau. This includes your personal information and payment history; and
- 6.4.4 The credit bureau as well as the credit provider that obtains your information from the credit bureau has the right to share your details for any purpose allowed under the National Credit Act, no. 34 of 2005.

7. BREACH

- 7.1 A Client will be considered in breach of this Agreement, in any of, but not limited to, the following ways:
 - 7.1.1 Insufficient funds in the relevant bank account at the time of the Debit Order;
 - 7.1.2 Closing of the relevant bank account without prior written notice to Calgro M3; and
 - 7.1.3 The intentional stoppage of the Debit Order by the Client without the prior written notice of such to Calgro M3.
- 7.2 If a Client has defaulted a payment in any of the above-mentioned ways, Calgro M3 has the right to reload the Debit Order for the agreed monthly amount within 7 working days from the date of failure of payment.
- 7.3 If a Client has defaulted on payment for a consecutive period of three (3) months, Calgro M3 has the right to terminate this Agreement without prior written notice to the Client.
- 7.4 In the event that Calgro elects to cancel this Agreement pursuant to the provisions of clause 10.3, then:
 - 7.4.1 The agreement of purchase of the Product will automatically deemed to be cancelled, and
 - 7.4.2 Calgro M3 will refund the full amount that Calgro M3 has received from the Client in terms of the provisions of this Agreement to the original bank account provided by the Client within a period of 30 days.

8. DOMICILIUM CITANDI ET EXECUTANDI

The Client chooses his/her *domicilium citandi et executandi* for purposes of notices and legal proceedings at his/her physical and e-mail addresses set out on the Application Form. Any amendment of such address should be made in writing and delivered by the Client to Calgro M3 and which notice is to be delivered by hand, e-mail or forwarded by prepaid registered post.

9. INDEMNITY CLAUSE

- 9.1 The Client herewith indemnifies Calgro M3 and holds it harmless against any loss, liability, cost or damage suffered by Calgro M3 and/or any third party, as the case may be, in relation to the performance, or lack thereof, by the Client of its duties in terms of this Agreement, including but not limited to any indirect, contingent or consequential loss, including loss of revenue, loss of business and loss of profit, howsoever arising.
- 9.2 Calgro M3 shall not be liable for any damage or loss, damage, expense and/or liability which the Client may suffer and/or incur which may be caused by the act, omission, default or negligence of Calgro M3 or any of its employees or agents or by any other cause. The Client hereby indemnifies Calgro M3 against any such claim or liability.

10. CANCELLATION AND AUTOMATIC TERMINATION

- 10.1 If a Client cancels an agreement for the purchase of the Product(s), he/she must do so by written notice to Calgro M3. It must be noted that if such notice is not given 30 working days before the next date of payment via Debit Order, such Debit Order will take place and have full effect.
- 10.2 Calgro M3 has the right to cancel this Agreement by means of written notice at any time during the agreement period.
- 10.3 Upon cancellation of this Agreement for any reason whatsoever Calgro M3 will refund the full amount that it has received from the Client in terms of the provisions of this Agreement, to the Client within 30 days.
- 10.4 If the prospective Client does not provide all documentation and support required in terms of the provisions of clause 4.1 within the stipulated 7-day period, the acquisition of the Product by the Client shall lapse and be of no force and effect. In such an event, the Client shall be obliged to reapply for the acquisition of the Product on the prevailing terms and conditions, and pricing, at that stage.

11. GENERAL

- 11.1 This Agreement contains all of the express provisions agreed on by the Parties with regard to the subject matter hereof, and the Parties waive the right to rely on any alleged express provision not contained herein;
- 11.2 No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded herein;
- 11.3 No agreement varying, adding to, deleting from or cancelling this Agreement and no waiver of any right under this Agreement shall be affected unless reduced to writing and signed by or on behalf of the Parties;
- 11.4 No relaxation by a Party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of such Party's rights (unless it is a written waiver) and such Party shall be entitled to exercise its/his rights thereafter as if such relaxation had not taken place;
- 11.5 Except where otherwise stated, no Party may cede any of its rights or delegate or assign any of its obligations in terms of this Agreement without the prior written consent of the other Party; and
- 11.6 If any clause or term of this Agreement should be invalid, unenforceable or illegal, then such clause or term shall be deemed to be severable and shall not affect the validity of the remaining terms and provisions of this Agreement which shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

12. DISCLAIMER

- 12.1 These terms and conditions set out the rules, regulations, requirements, obligations and responsibilities between Calgro M3 and the Client for the purchase of a Product(s) via the method of a monthly or once off Debit Order; and
- 12.2 These terms and conditions are in conjunction with the relevant Memorial Parks rules and regulations.

SIGNATURE OF APPLICANT
(Original applicant - designated holder of Private Rights)

SIGNATURE OF CALGRO M3 MEMORIAL PARKS
MANAGER

DATE	D	D	M	M	Y	Y	Y	Y
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DATE	D	D	M	M	Y	Y	Y	Y
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A PLACE TO REMEMBER

Contact - **021 975 5199** Email - **durbanville@calgrom3.com** Web - **memorialparksbycalgro.com**

BANKING DETAILS: Calgro M3 Memorial Parks, Standard Bank, **Account Type:** Business Current Account, **Account Number:** 252300173, **Branch Code:** 051 001

NB: PLEASE QUOTE YOUR APPLICATION FORM NUMBER ON THE EFT/DEPOSIT SLIP

