



## GARDEN OF REMEMBRANCE

Deceased Name: \_\_\_\_\_

NICHE NUMBER

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NICHE NUMBER

AGREEMENT FOR THE  
**PRESERVATION OF REMAINS IN GARDEN OF REMEMBRANCE**

between

NEDERDUITSE GEREFORMEERDE GEMEENTE CONSTANTIAKRUIN (here after called "the custodian")  
and

Relative Full Names: \_\_\_\_\_

Relative Surname: \_\_\_\_\_

Home Address: \_\_\_\_\_ Tel (h): \_\_\_\_\_

\_\_\_\_\_ Tel (c): \_\_\_\_\_

\_\_\_\_\_ Contact Number: \_\_\_\_\_  
(during the day)

Postal Code: \_\_\_\_\_

### 1. LAYOUT:

In this agreement

- 1.1 headings are used for convenience sake and may not influence the interpretation of the agreement;
- 1.2 includes, unless it appears otherwise in context,
  - words in the singular as well as plural, and vice versa;
  - words that show the male gender and also female gender and vice versa;
- 1.3 the following words or expressions have the meanings as indicated here, unless otherwise defined by the context:
  - "the congregation" - The Andrew Murray (DR Congregation) Constantiakruin
  - "the garden of remembrance" – The Garden of Remembrance that the custodian has established is on the property of the congregation situated on the corner of Liebenberg road and Yolande avenue, Constantiakloof, with the purpose of being a place to preserve the ashes of mortal remains.
  - "niche" - A niche in the relevant wall of the garden of remembrance with a usable granite identification stone, with the choice of a single or a double niche. A double niche makes allowance for the mortal remains of two people.

### 2. CUSTODIANSHIP:

The Custodian will receive the mortal remains from the bailor and / or his designated/ nominated person after cremation for safekeeping.

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3. The bailor will arrange that his relatives or designated/nominated person/s will take responsibility for placing the remains in the relevant niche and for the inscription and engraving on the identification stone, the costs thereof will be carried by the bailor/ his relatives/ the designated / nominated.
  4. The Custodian will take care of the remains for a period of 30 years, subject to any prolonging of the period upon which the relatives or designates of the bailor may agree with the custodian or his successor in title.
  5. If the Custodian during the period of 30 years or any extension of the period agreed upon, changes the property, then the custodian will relocate the remains to an equivalent facility, at own expense, on the custodian's new property.
  6. In the unlikely instance that the Custodian, during the 30 year period or the agreed extension of that period ceases to exist or if the transfer of the remains for whatever reason becomes necessary after the 30 year period or the agreed extension of that period, then the custodian will personally decide to relocate the remains at own expense to a collective vault or grave, with the relevant inscription besides.
  7. The Custodian will
    - 7.1 keep complete records of all preservation of remains in the garden; and
    - 7.2 take all necessary steps to preserve the remains in a neat, attractive and available area.
  8. The Custodian accepts no responsibility for any happenings outside the control of the custodian that interferes with the remains or harms the environment.
  9. For the sake of the neatness and attractive appearance of the Garden of Remembrance the custodian will provide a location in the centre of the garden for the placement of flowers.
  10. For the aforementioned utilization of a niche the amount or R3 500,00 per niche (single or double) is payable by the bailor to the custodian at the signing hereof.
  11. If the bailor cancels this agreement for any reason, or his relatives or nominated person decides to remove the remains from the garden of remembrance the aforesaid amount is not repayable. The custodian takes no responsibility for the costs of removing of the remains from the Garden of Remembrance.
  12. The bailor may cede and delegate his rights and duties in consequence of this agreement by written notification to the custodian and subject to the approval of the custodian, which approval will not be unreasonably denied.
  13. The bailor must give written notice of any changes of address to the custodian.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
CUSTODIAN

\_\_\_\_\_  
WITNESS

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
BAILOR  
CONSTANTIAKRUIJ CONGREGATION

\_\_\_\_\_  
WITNESS