

RULES AND REGULATIONS

The Memorial Gardens are owned and operated by InvoCare New Zealand Limited.

We strive to maintain high and consistent standards of beauty, peace and tranquillity in the Memorial Gardens. The following Rules and Regulations (the "Rules") are designed to support this objective as well as seeking to protect the safety of all those that visit and work in the Memorial Gardens.

- Prohibited items** – We may refuse, rectify or remove any ornamentation, any offensive, inappropriate or improper Memorial, or changes to a Memorial or Site. For example, we may not allow and may remove items such as artificial flowers, statues, permanent wreaths or floral sprays, boxes, shells and toys and anything that we consider detracts from the beauty of the Memorial Gardens or is a safety hazard, or is in conflict with these Rules.
- Use of our vases only** – Only the vases we provide may be used in the Memorial Gardens. These may only be used in accordance with our instructions.
- Markers** – Only InvoCare can mark and define cremation spaces throughout the Memorial Gardens. Any such markers must remain undisturbed unless removed by InvoCare.
- Temporary markers** – Where we provide a temporary marker it will be removed after 90 days.
- Removal of flowers** – For maintenance of the Memorial Gardens we may remove flowers on a regular basis. Maintenance schedule details are available from the office. We will not be held responsible for removal of flowers by members of the public.
- Removal of trees** – If any tree or shrub in the Memorial Gardens or on a site becomes dangerous, detrimental, unsightly or annoying, we may remove it, or any part of it.
- Landscape** – Landscaping is our responsibility. We have complete discretion in relation to decisions on landscaping and any other building or structures in the Memorial Gardens. No person may plant, place or remove any grass, shrub, tree or any other structure without our prior consent.
- Alterations** – For reasons of beauty, maintenance and safety of the Memorial Gardens, we and only we may realign or alter the position of memorials and/or cremation spaces (including lifting and levelling of plaques).
- Access** – We may drive, walk or otherwise travel across any part of the Memorial Gardens (including a Site) to enable interment or for any other reasonable purpose.
- Events** – From time to time we may allow cultural, religious or other events to be held in any area of the Memorial Gardens.
- Removal of people from the Memorial Gardens** – Any person engaging in offensive, inappropriate or improper conduct may be removed from the Memorial Gardens.
- Plants and animals** – No one may gather or damage any plants or feed or disturb the birds, fish or other animal life.
- Children** – Children must be properly supervised at all times. Unaccompanied children are not permitted in the Memorial Gardens.
- Entering the Memorial Gardens** – The Memorial Gardens may not be used as a thoroughfare.
- Design** – Where a Site is located in an area of the Memorial Gardens we have designated as comprising Design Concept Sites, all Memorials and Ornamentation must comply with our applicable Design Concept Site specifications. We have complete discretion in relation to decisions on our Design Concept Site specifications.
- Conditions on Access** – We reserve the right to impose conditions on the access to and use of the Memorial Gardens.
- Safety** – While we take all reasonable care for the safety of visitors to the Memorial Gardens and their belongings, it is the responsibility of those visitors to ensure their own safety and the protection of their possessions. InvoCare is not liable for personal injury, property damage or theft that occurs within the Memorial Gardens unless solely caused by the gross negligence or wilful misconduct of our employees or agents.
- Images of the Memorial Gardens** – We can use for any lawful purpose, including online, any visual representations (such as photographs, drawings, maps, film or video) of any portion of the Memorial Gardens, including memorials. We may share these visual representations with online memorial service providers.
- Memorial Gardens development** – We may at any time alter or change any feature (including plants), improvement or structure of the Memorial Gardens.
- Changes to Rules and Regulations** – In the interest of protecting our high standards of beauty, peace and tranquillity, these Rules and Regulations may be subject to change.
- Feedback/complaints** – We welcome your feedback. If you have any compliments or complaints about us, the Memorial Gardens, our services or you just want to comment or make an enquiry, please contact us.

GENERAL CONDITIONS

A. Terms (or derivations of terms) used in this agreement

Design Concept Site means a Site within an area of the Memorial Gardens that has been designed and created by us in accordance with a concept design plan and specifications, in which the conventions and values of the design, aspects, aesthetics, landscaping and overall look, feel, quality, continuity and ambience of the area are to be maintained to a high standard and strictly in accordance with the concept design plan and specifications.

Interment (Interred) means the placement of human cremated remains in the earth, memorial walls or other structure.

Memorial means a monument, plaque, headstone, garden or other item to be installed on a Site to commemorate or identify the User of the Site.

Memorial Agreement means the Memorial Agreement relating to the reservation of a Memorial of which these General Conditions form part.

Memorial Gardens means Harewood Memorial Gardens and Linwood Memorial Gardens.

Nominated User means a person you nominate on the Memorial Agreement or any agreed replacement.

Ornamentation means items to adorn or decorate a Site such as vases, statues, artificial flowers, photos, permanent wreaths or floral sprays, boxes, shells and toys.

Sites means licensed sites in the Memorial Gardens capable of Interment of cremated remains and specifically means the site on the Memorial Agreement.

User (Use) means a deceased person whose remains have been Interred in a Site.

You means the Purchaser or Purchasers or, if deceased at the relevant time, then their personal representative(s).

B. Our agreement

1. **New Zealand Consumer legislation applies** – Under the New Zealand Consumer Guarantees Act 1993 various consumer guarantees apply to the goods and services we provide to you. We cannot limit our liability for breach of these guarantees. The terms of this agreement apply subject to the New Zealand Consumer Guarantees Act 1993.
2. **Special Conditions** – To the extent of any inconsistency, any Special Conditions prevail over these General Conditions.
3. **Payment of purchase price** – You agree to pay the purchase price as set out in the Memorial Agreement.

C. The Site

4. **We will reserve the Site** – We will reserve the Site for use by you or any Nominated User. This is a contractual licence to occupy right only and neither you nor any Nominated User has any other right, title or interest in the Site or the land on which the Site is located.
5. **Change of Nominated User** – Prior to full payment you can change the Nominated Users. Once full payment has occurred, you cannot change any Nominated User without our consent and unless already deceased and interred elsewhere, the consent of the Nominated User being removed. We will not unreasonably withhold our consent and can impose conditions.
6. **Tenure** – Subject to any legislation or governmental regulations relating to limited or renewable tenure, or a specific provision in this agreement, the Interment in the Site is perpetual. For the purpose of perpetuity, this represents 80 years in accordance with the Perpetuities Act 1964, which commences at the time of signing the Memorial Agreement. After 80 years, in the absence of a renewed Interment and Memorial, we may, at our option, leave the Interment and Memorial in situ, or disinter and reinter the Interment in a designed lawn area and remove the Memorial. Prior to any disinterment at the end of the perpetuity period we will endeavour to contact descendants of the Interred person either by mail or public notice.
7. **Use of Site by Nominated Users** – unless otherwise specifically stated, we are not obliged to increase the number of Nominated Users who may use a Site.
8. **Company Discretion** – We have the discretion of final decision on the placement of an Interment and Memorial. We also have the discretion of relocating any Interred person's remains and Memorial. In the event of relocation, prior to relocating an Interment and Memorial we will make reasonable attempts to make contact with descendants of the Interred to come to an agreed process of relocation.

D. Memorials and Ornamentation

9. **Memorials and Ornamentation** – If you want a Memorial or Ornamentation, to the extent permitted by law and to maintain the beauty of the Memorial Gardens, it can only be installed or placed on the Site if it is purchased from us, or is in accordance with our specifications for your chosen memorial and or is otherwise approved of by us in writing. Only we may install or construct Memorials or Ornamentation.
10. **Third party Memorials** – On request, we will install Memorials not purchased from us but they must be pre-approved by us in writing, acting in good faith, and

accord with our specifications or Design Concept Site specifications (as applicable). We will charge a placement fee in accordance with the customer price list current at the time of the installation. The placement fee will take into account matters including the time and expense required to approve the Memorial, install it and the obligations assumed by us to take care of the Memorial Gardens.

11. **Memorials purchased later** – If you buy a Memorial after buying the Site or you decide to upgrade a Memorial, you must pay us in accordance with the customer price list current at that time. A Memorial will not be placed until it is paid for.
12. **Inscription** – Unless indicated in this agreement, the cost of inscription on any Memorial is not included in its price. We will charge for inscription in accordance with the customer price list current at the time it is required.
13. **Use of Natural Products** – Many Memorials are made of natural products, such as granite or stone. We will try to match samples or materials ordered as closely as possible, but you agree that natural imperfections or variations in colour, pattern or texture are unavoidable and are not defects.
14. **Refusal of service** – We may refuse to allow use of the Site by any person who has engaged in conduct or has such a reputation which, in our good faith opinion, would harm the reputation of the Memorial Gardens or us, or cause distress or concern for any bereaved families of deceased persons interred within the Memorial Gardens. You may then terminate this agreement and we will refund to you all monies you paid under this agreement (less any money you owe us including our reasonable administration fee).
15. **Events beyond our control** – If we are unable to place any Nominated User(s) in the Site or to provide the Memorial or Ornamentation due to causes beyond our control (such as flooding, earthquake or fire), we will not be in default but may at our discretion delay placement (within a reasonable timeframe) or will refund to you monies paid under this agreement by you for anything we can no longer supply.
16. **Out of Manufacture** – If you prepay for a Memorial there is always a risk that at the time the Memorial is required the specific form of Memorial is no longer manufactured. Should this occur we will provide after consultation with you a Memorial as close as practicable to the type nominated or you may, at your discretion, order a different type of Memorial at our then current customer price list. We will not collect prepayment from you for a specific type of Memorial if we know that its intended manufacture will cease prior to the time we anticipate that it will be required.

E. Payment and termination

17. **Payment before the Site, Memorial and Ornamentation are provided** – We may refuse Interment or installation of a Memorial or Ornamentation until the purchase price has been fully paid. For these purposes, if the Interment is into a Site designed for multiple Users (such as a garden, crypt or vault), we may require the full purchase price under this agreement to be paid before the first User is Interred in that Site or Memorial.
18. **Failure to pay** – If you purchase products or services from us but fail to meet a payment in time then, if after we have given you at least 60 days written notice, you are still in arrears, we will attempt to negotiate varied payment terms with you but if agreement cannot be reached within a period acceptable to us, acting reasonably, we may terminate this agreement.
19. **Right to terminate** – In addition to any other right of termination in this agreement, or granted by statute, if either you or we breach a material term of this agreement (the "Defaulting Party"), the other party (the "Non-defaulting Party") may terminate this agreement by written notice to the Defaulting Party, but only after:
 - (a) giving the Defaulting Party 60 days written notice specifying the breach and stating that if the breach is not rectified by the end of that period, it may terminate this agreement; and
 - (b) the Defaulting Party fails to rectify the breach within the notice period.

Waiver of compliance with any provision of this agreement is not a waiver of rights for later breaches of that provision.
20. **Effect of termination** – On termination of this agreement, you will lose any entitlement to the rights or unused goods or services you reserved or bought under this agreement and we may sell them to someone else. In such event, refunds may be available at our utter discretion, on a case by case basis.

F. Other Conditions

21. **We will take care of the Memorial Gardens** – We will maintain the Memorial Gardens to a reasonable standard, natural wear and tear excluded. After buying a Site, Memorial or paying a placement fee, you will not have to make any contribution to maintenance of the Site. Once installed, Memorial maintenance is at your cost.
22. **Notify us if you change your address** – It is your responsibility to notify us in writing of any change to your contact details.
23. **Transfer of rights restricted** – You cannot transfer or vary your rights under this agreement without our prior written consent or unless allowed by law. We may impose conditions on the transfer or variation, including the payment of a fee and to ensure compliance with

the law.

24. **Authorisation** – Following Interment, in the event that over time there are decisions to make in relation to a Memorial or Interment, we will endeavour to consult with the Executor(s) of the Interred person's estate, or if they are unavailable, then with descendants of the Interred. Descendants will be required to provide proof of their relationship and authorisation to make decisions to the reasonable satisfaction of us, prior to our taking into account any descendant request.
25. **Multiple purchasers** – If you are more than one person under this agreement, your obligations may be enforced jointly against you all or severally against each of you.
26. **No returns** – We are not obliged to buy back a Site licence or Memorial.
27. **We may sell the Memorial Gardens** – We may sell, lease or otherwise deal with all or part of the Memorial Gardens without your consent or the consent of any Nominated User but such dealings will not prejudice your rights under this agreement. If we sell or otherwise transfer our ownership interest in a part of the Memorial Gardens that has been reserved for you we may novate or transfer our rights, obligations and interests in this agreement to the new owner. If required by law for the novation to take effect we will give you notice of the novation and the novation will be deemed to be effective from the date you receive the notice.

G. Privacy Statement

28. We are committed to protecting your personal information. A copy of our Privacy Policy is available online at www.invocare.co.nz.
29. The personal information provided by you in this agreement is primarily collected and used by us and our related companies for the purpose of providing funeral and memorial related products and services you have requested InvoCare to provide, such as the purchase of a licensed Site or Memorial. In addition to the information provided by you on this agreement, various Government legislation requires that we collect and hold additional information in relation to cremations carried out by us.
30. We may share your personal information with our related companies, regulatory authorities, memorial service providers and with contractors and agents we engage to provide products and services on our behalf, but only if it is necessary for the purposes of providing products and services to you or complying with our legal obligations. Should we arrange a repatriation or transfer of ashes to an overseas destination, we may also be required to disclose next of kin details to a funeral services provider at the overseas destination.
31. If you wish to access or correct your information, complain about a breach of your privacy or if you have queries regarding our privacy policy, please contact us.

H. Feedback/complaints

32. We welcome your feedback. If you have any compliments or complaints about us, the Memorial Gardens, our services or you just want to comment or make an enquiry, please contact us.