



## BURIAL & ACCESS RIGHTS PURCHASE AGREEMENT

THIS AGREEMENT is made this .....day of .....Two Thousand and Twenty-.....

**BETWEEN LEOPARDS HILL MEMORIAL PARK LIMITED** a company incorporated in Zambia and having its registered office at 17 Warthog Road, Kabulonga Lusaka (hereinafter called "LHMP" or "the Company") of the one part and

(Insert Names) ..... (hereinafter called "the Purchaser") of

(Insert Address) ..... **WHEREAS**

1. LHMP is the registered proprietor of the Plots No. 1911/m, 2182/m, 488a Lusaka (hereinafter called "the Properties") for all the residue now unexpired of the term of years created by the leases contained in the certificates of title relating to the respective Properties and subject to the exceptions reservations restrictions restrictive covenants and conditions mentioned contained or referred to in the said leases.
- I. LHMP has established an authorised and approved Cemetery on the Properties.
- II. The Purchaser has agreed to purchase Burial and Access Rights under the terms and conditions set out in this Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

2. **WHEREBY IT IS AGREED** that LHMP will sell, and the Purchaser will, upon execution, purchase a Burial and Access Right, referred to in the accompanying Schedule III, for consideration of the sum of **ZMW**.....upon the accompanying terms and conditions, and
- I. LHMP and the Purchaser do on their respective parts agree to complete the said purchase on the said terms and conditions and
3. The Burial Rights purchased in this contract relate to **[grave site reference number]**

**AS WITNESSED HERETO** the parties have caused their hands to be set the day and year first before written.

SIGNED for and on behalf of the Company )

By the said **LEOPARDS HILL MEMORIAL PARK** )

**Witness:** In the presence of: -

**Name:** ..... )

**Address:** ..... )

**ID:**

SIGNED for and on behalf of the Purchaser )

By the said: .....

**Witness:** In the presence of: -

**Name:** ..... )

**Address:** .....

**ID:** .....

**Contact Number:** .....



## 1. DEFINITIONS

- "Access Rights"** means the rights referred to in clause 2;
- "Agreement"** means this agreement duly executed by the Parties together with all schedules, and any appendices, re-invoicing, extensions, renewals or amendments entered into by the Parties;
- "At-need"** means a grave site(s), within The Park, that is being purchased for use after the person is deceased;
- "Block Plan"** means the plan attached at Schedule I;
- "Burial Rights"** means the rights purchased in clause 2;
- "Burial Site"** means the burial site indicated in clause 2;
- "Child grave"** means a site(s) designed to accommodate a child under the age of six years old;
- "Cemetery"** means the Cemetery developed by LHMP on the Properties;
- "Design Rules"** means the design rules as stipulated Schedule II;
- "Force Majeure"** means any act of God, war and other hostilities, cadre invasion, insurrection, military or usurped power, or civil war;
- "Kerb"** means a grave mounting for a headstone in Lawn Sites or a tombstone mounting in a Memorial Site;
- "Lawn Site"** means a site(s) where only headstones can be installed;
- "LHMP or Company"** means Leopards Hill Memorial Park Limited its heirs' lawful assignees personal and authorised representatives;
- "Memorial Event"** means any event or gatherings at the grave site held in remembrance of a deceased person and shall include a memorial service, installation of a Memorial Stone or laying of flowers on the grave;
- "Memorial Site"** means a site(s) where a tombstone and a headstone can be installed;
- "Memorial Stone"** means a grave marking used to commemorate a person that is deceased;
- "Memorial Stone Installer"** A company or individual, approved by LHMP, that is contracted to install a Memorial Stone;
- "Parties"** means LHMP and the Purchaser;
- "Party"** means any one of the Parties to this Agreement;
- "Pre-Need "** means any site(s) within The Park that is being purchased or is being reserved for future use, prior to the death of the person to be buried;
- "Properties"** means the leasehold properties at which the Cemetery is located;
- "Public Health Act"** means the Public Health Act, Chapter 295 of the Laws of Zambia and any re-enactments or amendments thereto for the time being in force;
- "Purchaser"** means the Party so indicated above, its heirs lawful assignees and authorised representatives;
- "Rules and Regulations"** means the rules and regulations issued by LHMP from time to time relating to the operations of the Cemetery;
- "The Park"** means the premises that comprises Leopards Hill Memorial Park;
- "Trust Charge"** means the monies referred to in clause 3 that shall be held by an independent trust, separate from the Company, for the maintenance of the Cemetery;
- "ZMW"** means the lawful currency for the time being of the Republic of Zambia;

### 1.1. In this Agreement:

- 1.1.1. any reference to the singular includes the plural and vice versa;
- 1.1.2. any reference to natural persons includes legal persons and vice versa;
- 1.2. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.





## 2. THE BURIAL AND ACCESS RIGHTS SALE CONDITIONS

- 2.1. In consideration of the purchase price set out in Clause 3 Consideration and Payments below, LHMP hereby sells and the Purchaser hereby buys the exclusive Burial Rights.
  - 2.1.1. To the grave spaces in that portion of the Properties clearly marked on the Block Plan attached hereto in Schedule I (hereinafter referred to as the "Burial Sites");
  - 2.1.2. To hold the same for the purpose of burial subject to the payment of the purchase price, and any additional fees and charges, and adherence to any restrictions, Rules and Regulations that are currently in force or which may hereafter be made by LHMP, from time to time, at the discretion of LHMP management.
- 2.2. Notwithstanding that the Purchaser has a right to interment in the Cemetery, in the event that following the death of the Purchaser, the duly appointed Administrator shall assume all rights of the Purchaser, under this contract.
- 2.3. Pursuant to clause 2.1 the Purchaser shall also gain Access Rights, subject to Clause 2.4 below, to enter the Cemetery by vehicle or foot and to use the designated car parks and pathways for the purpose of gaining access to the Burial Site in accordance with the LHMP Rules and Regulations, as prescribed by Management and the Board.
- 2.4. Management shall determine the Park's operating hours.
  - 2.4.1. Management can adjust without notification, at its sole discretion, such operating hours as deemed necessary from time to time.
- 2.5. Management, regardless of any Access Rights stipulated in this agreement, reserves all rights of admission.
- 2.6. The Purchaser shall provide the following permits to LHMP upon purchase of an **At-Need Burial Right**;
  - i. Burial permits issued by Lusaka City Council,
  - ii. Copy of the deceased ID.
  - iii. Copy of the Purchaser's ID.
  - iv. Cause of death/ brought in dead certificate/ police report or coroner's report.
  - 2.6.1. All documents presented are to be obtained from the relevant issuing authority
  - 2.6.2. All copies submitted to LHMP should be clear and legible.
- 2.7. The Purchaser shall provide the following details to LHMP upon purchase of a **Burial Right**;
  - i. copy of the Purchaser's ID.
  - ii. Valid personal email address.
  - iii. Valid personal contact number.
  - 2.7.1. Personal details are required as work details, such as email and phone numbers can become invalid or change.



### **3. CONSIDERATION AND PAYMENTS**

- 3.1. In consideration for the purchase and use of the Burial Right, the Purchaser shall pay the following charges:
- i. The Burial Right.
  - ii. The Trust Charge for each Burial Site purchased in accordance with an Invoice to be provided by LHMP which charge will be held in trust for the maintenance of the Cemetery
  - iii. The Burial Charge at the time of burial.
  - iv. A Kerb charge for each Burial Site purchased in accordance with Schedule III (Invoice) attached to this Agreement.
  - v. The Purchaser shall in addition pay the fees and charges set out in the Notice attached hereto as Schedule IV.
- 3.2. The Purchaser also acknowledges and agrees that the fees set out in the Notice are subject to change from time to time at the sole discretion of LHMP, and
- 3.3. LHMP undertakes to publish or display any such changes, from time to time, on its website social media sites and at the LHMP sales office.
- 3.4. The Purchaser shall agree that until the payment is received in full into the bank account of LHMP that the price payable for completion of this contract will reflect any price changes and the Purchaser will be required to pay any revised purchase price.
- 3.5. LHMP shall have absolute discretion to grant (or refuse to grant) a refund.
- 3.5.1. If the Purchaser is deceased and the burial right is not used for the Purchaser, as per clause 2.2 above, then LHMP shall not be obliged to refund and shall have no liability for failure to do so.
- 3.5.2. If a refund is agreed, such refund shall be paid to the Purchaser, less the burial charge, by Electronic Funds Transfers to the Party who was receipted.
- 3.6. Where LHMP does opt to refund the Purchaser the Burial Right Agreement is voided.

### **4. CEMETERY RULES AND DESIGN RULES**

- 4.1. The Purchaser shall comply with the Design Rules attached at Schedule II with respect to the Burial Rights purchased.
- 4.2. The Purchaser hereby agrees at all times hereafter to duly observe and comply with the Rules and Regulations and Design Rules or any modification or replacement thereof.
- 4.3. LHMP has the sole discretion to unilaterally change the Rules and Regulations and Design Rules at any time.
- 4.4. The new Rules and Regulations and Design Rules will be displayed, from time to time, on the Company's website and any social media actively used by LHMP or may, at the request of the Purchaser, be made available to the Purchaser by LHMP.





## **5. TRANSFER AND TRANSFERABILITY**

- 5.1. Transfer of the Burial Rights by LHMP to the Purchaser shall only take effect upon full payment of the consideration by the Purchaser of the purchase price and full payment of all fees and charges related to the Burial Rights.
- 5.2. The Burial and Access Rights conferred under this Agreement are transferable.
  - 5.2.1. The transfer shall be effected by the client in the prescribed form, which form shall be available at the LHMP sales office, website and active social media.
- 5.3. LHMP shall charge a transfer of ownership fee as per the latest Additional Fees & Charges, attached, at the time of transfer, and such payment will be made to cover administrative costs.
- 5.4. The Deed of Assignment of Burial Right form must be completed and submitted, and the necessary administrative fees paid, to LHMP before a transfer can take effect.
- 5.5. The Purchaser shall be released from any further obligations towards LHMP under this Agreement in respect of the Burial and Access Rights transferred by the Purchaser, provided that the transferee shall be bound by the provisions of this Agreement.
- 5.6. This Agreement does not, and is not intended to, convey any ownership of the Properties.
- 5.7. For the avoidance of doubt, it is agreed that the ownership of the Properties, including the Burial Site surface, remains with LHMP.

## **6. LOCATION OF BURIAL SITES**

- 6.1. The Burial Rights and Burial Site location are subject to the Block Plan, and
- 6.2. The Purchaser cannot effect any variation to the Block Plan.

## **7. OBLIGATIONS AND RIGHTS OF LHMP**

### **LHMP SHALL HAVE THE FOLLOWING OBLIGATIONS:**

- 7.1. LHMP shall comply and the Purchaser agrees to allow LHMP to do all things necessary to comply with the provisions of any Public Health Acts, and all laws, bylaws and regulations imposed upon it by any competent authority.
- 7.2. LHMP shall pay all rates, taxes, assessments and other outgoings now or at any time hereafter payable in respect of the Properties and shall comply in all respects with the conditions contained in the Title Deeds.

### **LHMP SHALL HAVE THE FOLLOWING RIGHTS:**

- 7.3. The Purchaser hereby acknowledges and accepts that LHMP will be constructing and developing various areas in the Cemetery.
  - 7.3.1. LHMP will seek to minimise the effect and duration of any construction works during burials in keeping with solemnity of the occasion.
  - 7.3.2. The Purchaser, or any person acting for the Purchaser, will not seek and will not be entitled to any reimbursement discount or compensation as a result of any disruption whatsoever.
- 7.4. LHMP retains the right to admit or approve any Memorial Stone Installers and non-approved installers will not be granted access to the premises.
- 7.5. LHMP may, at its sole discretion, impose a fee for the extra supervision and clean-up of any installation on a site.
- 7.6. If notice is not given in line with Clause 8.2 below for the holding of a Memorial Event or Installation of a Memorial Stone, LHMP shall be entitled to stop, postpone or cancel any such Memorial Event.



## **8. OBLIGATIONS OF THE PURCHASER**

### **THE PURCHASER SHALL;**

- 8.1. Make all payments required to be made in accordance with this Agreement.
- 8.2. Undertake that a minimum written notice period of 7 days is given to LHMP in the event of any intention to hold a Memorial Event or any event.
  - 8.2.1. The Purchaser agrees and shall procure that any installation of a Memorial Stone is undertaken on days other than a weekend or public holiday.

## **9. EXCLUSION OF LIABILITY**

- 9.1. LHMP shall not be liable for any losses, claims, demands, expenses, costs and damages for which it may become liable by reason of anything lawfully done or purported to be done by it arising directly or indirectly out of this Agreement.
- 9.2. The Client agrees to indemnify, save and defend Leopard Hill Memorial Park, its officers, directors, employees and agents from and against any claims, damages, losses, liabilities, cost and expenses arising from any government restrictions or regulations or Laws imposed on the public which they fail to adhere to during any visit, including any memorial service or burial, at the Park.

## **10. ASSIGNMENT**

- 10.1. The provisions of this Agreement shall, except as otherwise provided herein, ensure to the benefit of and be binding upon the Purchaser's executors, administrators and assignees and each person so bound shall do all acts necessary to carry out this Agreement.

## **11. NO AGENCY OR PARTNERSHIP**

- 11.1. The relationship between the Parties shall be limited to the performance of the terms and conditions of this Agreement.
- 11.2. Nothing contained in this Agreement shall be construed to create a general partnership between the Parties or authorise any one of the Parties to act as an agent for the other or render either Party an agent for any other Party.

## **12. FORCE MAJEURE**

- 12.1. The Parties shall not be considered to be in default or in breach of their obligations under this Agreement to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which may arise after the execution of this Agreement.
- 12.2. If any Party considers that any circumstance of Force Majeure has occurred which may affect performance of its obligations, it shall immediately notify the other Party.
- 12.3. Upon the occurrence of any circumstance of Force Majeure the Party shall endeavour to perform its obligations under this Agreement so far as is reasonably possible. The Party shall notify the other Party of the steps it proposes to take including reasonable alternative means of performance, which is not prevented by the Force Majeure.

## **13. CONFIDENTIALITY**

- 13.1. The Parties undertake to keep all information relating to this Agreement confidential save for information that is lawfully in the public domain or required to be submitted by either Party to the local authority or any statutory body.





#### **14. BREACH**

- 14.1. This Agreement, the Rules and Regulations and the Design Rules shall be strictly adhered to and this Agreement shall be terminated forthwith if the Purchaser commits any material breach of any term of this Agreement.
- 14.2. In the case of a breach capable of being remedied, which breach shall not have been remedied within fourteen (14) days of a written request from LHMP to remedy the same, LHMP has the right to take corrective measures to remedy the breach, such as breaches to Design Rules.
- 14.3. A breach under this clause 14, which has not been remedied within 14 days of written notification, LHMP shall be entitled to revoke the Burial and Access Rights and repossess the Burial Right.

#### **15. NOTICES**

- 15.1. Any change to this Agreement made by either Party shall be communicated by email, in writing, by courier or hand delivery to the address of the relevant recipient specified in this Agreement.
- 15.2. Notice may be sent to any address provided by the recipient for this purpose. The notice will be effective even if the recipient changes their address without formally notifying the sender. Additionally, the notice will remain effective regardless of any unnotified address changes made by the recipient from time to time.
- 15.3. Except as otherwise provided herein, each such notice or communication shall be deemed to have been given or made and delivered, if by electronic mail, 1 business day after dispatch (or 5 business days in the case of couriered mail sent overseas) or, if by delivery, when left at the relevant address.

#### **16. SEVERABILITY**

- 16.1. If any of the provisions of this Agreement shall be or determined to be illegal, invalid, void, or voidable, the legality or validity of the remainder of this Agreement shall not be affected and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

#### **17. ARBITRATION**

- 17.1. In the event of a dispute between the Parties, in relation to this Agreement, the Parties hereby agree to resolve such dispute by way of arbitration under the Arbitration Act No. 19 of 2000 of the laws of Zambia and any re-enactments or amendments thereto for the time being in force.
- 17.2. The venue of such arbitration shall be Lusaka, Zambia.
- 17.3. The decision made by the Arbitrators shall be final and binding on the Parties hereto.

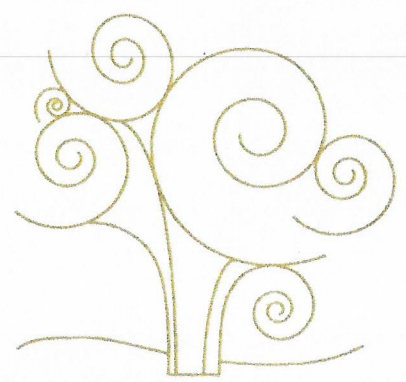
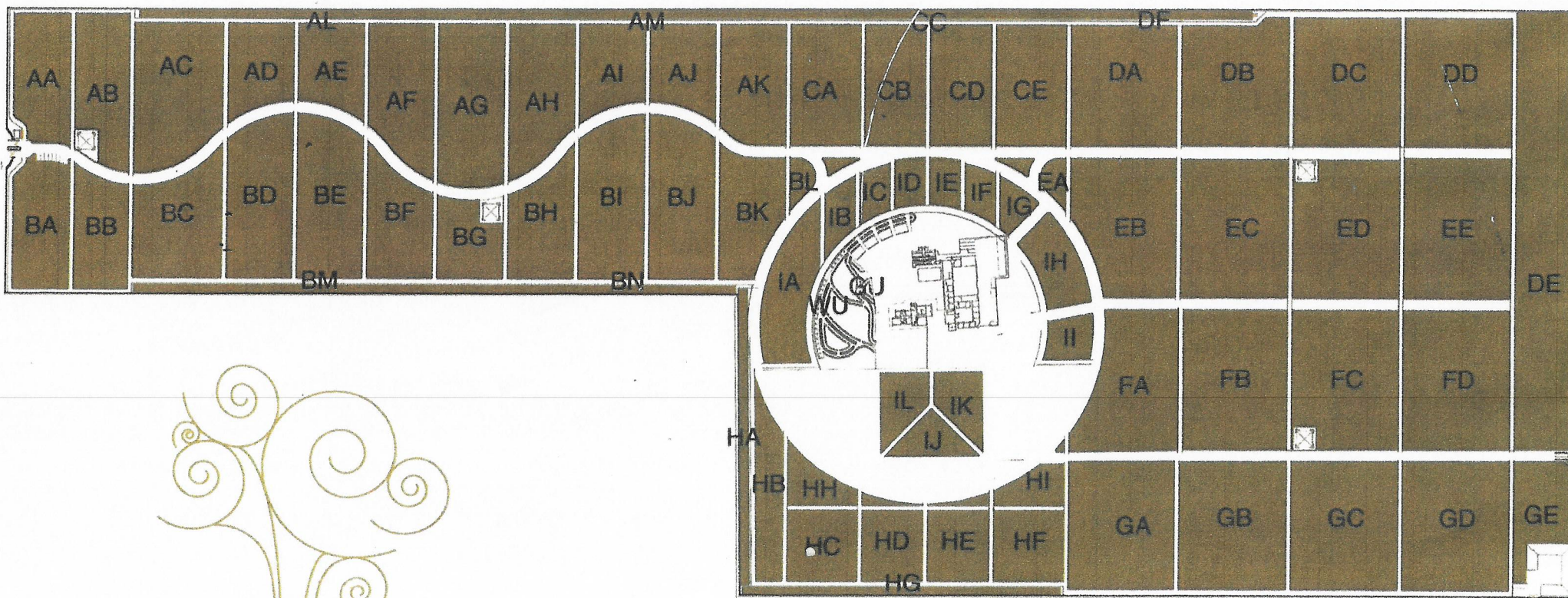
#### **18. APPLICABLE LAW**

- 18.1. This Agreement shall be construed and governed in all respects in accordance with the Laws of Zambia.

#### **19. ENTIRE AGREEMENT**

- 19.1. This Agreement incorporates the entire Agreement between the Parties and no alteration, cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by the Parties, with the exception of Clause 3, and the Parties hereby acknowledge that no representations or warranties have been made by either LHMP or the Purchaser nor are there understandings or terms of the Agreement other than those set out herein.







# SCHEDULE II

## DESIGN RULES FOR PRODUCT

### MEMORIAL STYLE GRAVES

#### KERBS

It will be mandatory to use a Kerb on all graves other than graves specifically designated as Lawn style graves. A cast concrete Kerb will be erected after interment. As an alternative a buyer can supply their own Kerb to the same dimensions if an alternative material is required.

#### DIMENSIONS OF KERBS:

##### ALL SINGLE GRAVES:

Outer : Length 2450mm X Width 1150mm X Height 250mm.

Inner : Length 2150mm X Width 850mm X Height 250mm.

- All sides of the supplied Kerb will have tinted concrete smooth finish.
- The owner can further clad the Kerb with stone tiles, rendered or finished with terrazzo.
- Maximum thickness of any finish applied to be 25mm.
- The Kerb can be used as the base for a Memorial stone.

For further details refer to Kerb Diagrams.

#### OTHER FINISHES RELATED TO MEMORIAL STYLE GRAVES

The whole of the area internal to the Kerb should be finished in one of the following ways:

Options:

1. Natural stone tile paving.
2. Steel trowel concrete.
3. Terrazzo finished concrete.
4. 50mm thick layer of 12mm to 15mm crushed stone.
5. Memorial Stone (guidelines provided below)
6. Partly covered by headstone or flag stone (guidelines provided below) with remainder finished as in items above.

In a case where the Purchaser does not finish the site with a Memorial Stone then the LHMP may opt at its sole discretion to provide a crushed stone option (Option 4) or a grass finish.

## HEADSTONE

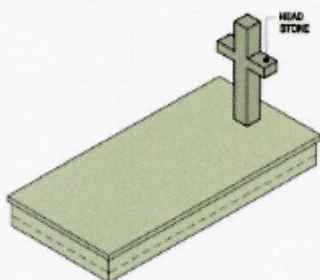
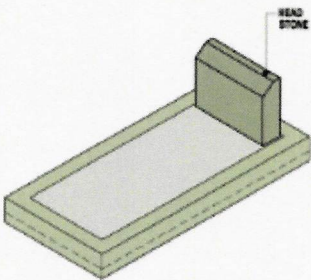
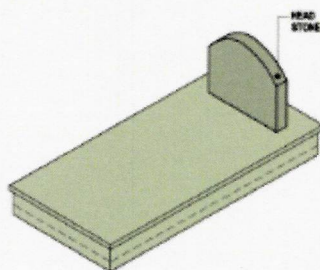
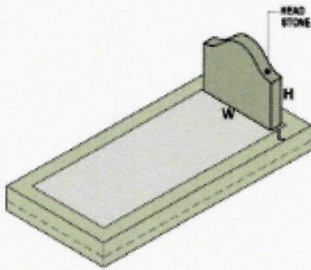
Headstones can be made from natural stone, concrete with various finishes, bronze or other durable material.

### DIMENSIONS OF HEADSTONES:

Max	: Width	800mm.
Max	: Length	2100mm.
Max	: Height	1800mm.

- The shape of Headstones is optional.
- Plaques can be placed on Headstones.
- Headstones can be engraved.

### HEAD STONES



## PLAQUES

Plaques can be made of various durable materials such as natural stone, bronze, brass, aluminium, glass, PVC, or hardwood.

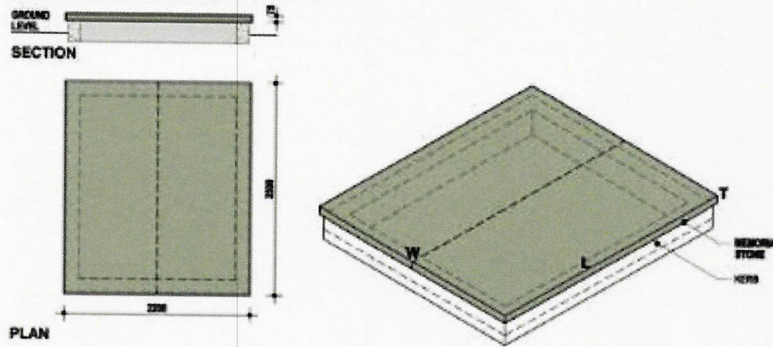
### DIMENSIONS OF PLAQUES:

Max	: Width	600mm.
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- Other dimensions are dictated by the object to which it is being attached.
- Text, images or symbols, can be engraved or suitably fixed to the Plaque surface.
- The shape of Plaques is optional.



#### DOUBLE AND DOUBLE PREMIUM GRAVES



#### FLAG STONE

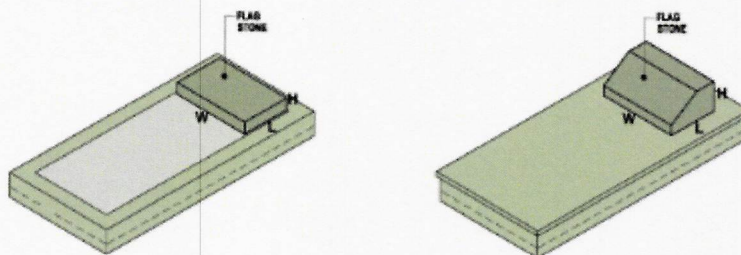
Flag stones can be made from natural stone, concrete with various finishes, bronze or other durable material.

Dimensions of Flag Stones:

Max	: Width	800mm.
Max	: Length	2100mm.
Max	: Height	1000mm.

- The shape of Flag stones is optional.
- Plaques, sculptures or other memorial elements can be placed on Flag stones. Flag stones can be engraved.

#### FLAG STONES



#### HEADSTONE

Headstones can be made from natural stone, concrete with various finishes, bronze or other durable material.

Dimensions of Headstones:

Max	: Width	800mm.
Max	: Length	1200mm.
Max	: Height	1800mm.

- The shape of Headstones is optional.
- Plaques can be placed on Headstones.

# **SCHEDULE III**

## **INVOICE**



**Schedule IV**

Additional fees and charges

**ADDITIONAL FEES AND CHARGES**

	Reason	Fee Name	Fee
<b>1. DEADLINES</b>			
Payments for all sites to be fully paid and reservation concluded ( <b>including all paperwork</b> ) by <b>13hrs</b> the day before burial/Events.	Additional Logistics	Late Payment Fee	K2,000.00
Same day burial	Additional Logistics	Express Fee	K2,000.00
Burials that have not taken place before <b>15:30hrs</b> on the appointed burial day	Staff overtime	Late Burial Fee	K1,000.00
<b>2. SPECIAL ARRANGEMENTS</b>			
All selections done in sequential sites will attract an additional fee.	Additional Logistics	Selection Fee	K5,000.00
Cement is provided on request.	Additional Logistics	Cement fee	K1,000.00
Cancellation of burials	Admin and Logistics	Cancellation Fee	K2,000.00
LHMP shall charge a fee at the time of transfer and such payment will be made to cover administrative costs	Administrative costs	Change of ownership	K1,000.00
<b>3. BURIALS</b>			
All BURIALS have a burial charge <b>including each burial in a family sites</b> .	Cost of burial		
Pre-Need Burials will be charged burial fees when the site becomes at need.			
<b>4. TOMBS</b>			
All tomb graves will attract an extra fee.	Logistics and Monitoring		K5,000.00
<b>5. PUBLIC HOLIDAYS</b>			
All burials that take place on <b>public holidays</b>	Overtime		K2,000.00

## Schedule IV

### Additional fees and charges

6. INSTALLATIONS & MEMORIALS	Reason	Fee Name	Fee
Memorial Stone installations are charged according to the section/design layout they are installed in.	Admin Monitoring & Tidying	Installation Fee	K 2,000.00 Mazulo (Children Mazulo K1,000) K 2,000.00 Family sites (each grave) K 2,500.00 Sunset K 3,000.00 Eternity K4000.00 Horizon (Children Horizon K2,000.00) K5,000.00 Acacia, Inner Circle & VIP (Children Inner circle K2,500.00)
Repair of Memorial Stones	Encourage repairs	No Installation Fee	K 0.00 K1,000.00
All repairs with less than 24hrs notice.	Quality control, overtime and logistics	Express repair	
All installations requested with less than one weeks' notice	Quality control	Express Installation	K500.00 Mazulo/Family site K550.00 Sunset K600.00 Eternity K650.00 Horizon K700.00 Inner Circle K700.00 Acacia, K 800.00 VIP K1,000.00 Heritage
Charges for Memorial Events (e.g. Unveilings)	Security, planning and tidying up	Weekdays/Sunday Late Notice Saturday/Public Holidays Late Notice Anniversary-Memorial (Event date is the same as death date)	K100.00 K100.00 K2,000.00 K500.00 K100.00



**LEOPARDS HILL MEMORIAL PARK**  
**Schedule V - RULES AND REGULATIONS**



*These regulation help us to ensure that all our guests feel safe and welcome*

**at Leopards Hill Memorial Park.**

**General Rules & regulations**

- Right of admission reserved.
- No sitting/standing on graves/tombstones/headstones
- Parking is at the owner's risk.
- Observe speed limits.
- No loud music.
- No unruly behaviour.
- No alcohol.
- No firearms, with the exception of uniformed state police or military.
- No pets allowed.
- No littering.
- No advertisements.
- Park in designated car parks at all times.
- Visitors must use established avenues, walkways and roads. Visitors may not trespass on graves.
- No tree or shrub may be planted next to or on any plot without the written authorisation of LHMP management with exception of family plots.
- Installation of memorial stones can only be undertaken from Monday-Friday, from 08:00hrs to 15:00hrs excluding public holidays. For the avoidance of doubt this means no installations will take place on weekends and public holidays.
- Any activity or alterations to a grave require the consent of the Burial Right owner (the person who signs the contract)
- Any activity or alterations to a grave require the advance notice to the LHMP Sales Office
- Installers of Tombstone and Headstones must be approved by LHMP to ensure standard are maintained
- Minimum written notice period of 7 days should be given to LHMP in the event of any intention to hold a Memorial Event or any event.
- No covering of memorial stones using unsightly or nondurable materials (e.g plastic, paper products or sacks).
- LHMP will not be held responsible for any flowerpots and or mementos that are not permanently affixed to the memorial stone (e.g. Boxes, shells, toys, glassware, sprinkling cans, receptacles, landscape lighting and trinkets).
- As per our Zambia Environmental Management Agency (ZEMA) permit no plastic flowers or plastic wrapping of flowers is permitted.
- All grave markers, memorial stones and monuments must be made from approved materials. You may refer to schedule II of the burial and access right agreement.
- Only LHMP staff and/or its authorised agent may perform excavation, internment, inurnment and other services related to the cemetery.
- Children must be accompanied by an adult while on LHMP grounds.
- Clients are obliged to ensure that any public health requirements issued by the Ministry of Health or the Lusaka City Council are observed.
- Public Toilets are managed by third parties and are fee paying
- Flowers and other symbols of tribute may be temporarily placed upon graves but will be removed by the LHMP staff when they become wilted, faded, or unsightly.

**LEOPARDS HILL MEMORIAL PARK**  
**Schedule V - RULES AND REGULATIONS**



- Grave mounds are not allowed by LCC regulations and therefore LHMP will remove mounds after burials

**1. OPERATING HOURS.**

- 1.1. The park is open to the public from 08:00hrs to 16:00hrs.
- 1.2. The sales office is open to the public from 08:00hrs to 16:00hrs on Mondays to Saturdays and from 09hrs to 16hrs on Sundays.

**2. CLOSED PUBLIC HOLIDAYS.**

- 2.1. The Park is closed to the public on 24<sup>th</sup> October 25<sup>th</sup> December and 1<sup>st</sup> January.

**3. DEADLINES.**

- 3.1. Payments for all sites to be fully paid and reservation concluded (**including all paperwork**) by **13:00hrs** the day before burial/Event.

**4. TOMBS.**

- 4.1. Tombs construction is only permitted for Official, State and Military Funerals.
  - 4.1.1. Tomb burials require a minimum of 48hours notice before burial date for adequate and safe construction of the tomb.
  - 4.1.2. Tomb construction outside cabinet or military sites then the family or state will be required to use and re-orient a family site from 5 plots to 1 plot.
- 4.2. Any request to build a tomb must be approved in writing by LHMP management. This is required for the health and safety of the staff and visitors and to ensure timely and safe construction.

**5. BOOKINGS & RESERVATIONS**

- 5.1. The Park has a maximum limit of 10 burials a day, 5 burials per grave style and a minimum of 5 burials in each of the three time slots, therefore; if the maximum burials of 5 for a particular grave style has been reached the client has the option of upgrading to the next available grave style or postponing the burial date to the next available day.
  - 5.1.1. In circumstances where the Directors of LHMP waive this limit, an additional surcharge will be applied.
- 5.2. Bookings and reservations for burial spaces will only be confirmed when payment has been made in full.
- 5.3. Management reserves the right to re-allocate grave spaces to clients who have fully paid and have a site number.
  - 5.3.1. This is necessary where the allocated grave is unusable, e.g. a rock formation is found in the site.
- 5.4. All sites that are not paid in full by the end of the financial year or by the time the prices are revised will be re invoiced at the new price.
  - 5.4.1. Where a client has an agreed payment plan in writing, and the payment plan has been honoured, any increase in price for that site(s) will not apply.
- 5.5. The twin and family site burial charges are to be paid at need.