



THE EDEN GARDEN SOCIETY INCORPORATED  
CONDITIONS OF MEMORIAL

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1. The Society cannot consider the placing of memorial plaques or the interment of ashes of deceased persons until an official Proposal for Memorial Form is completed, signed and payment is made in full within 21 days from the date the contract is signed.
2. The Eden Garden Society Inc. reserves the right to cancel the Memorial Contract if payment is not made within the terms stated in 1.
3. Plants memorialised must be chosen from among those already growing in the Garden. The Society regrets it is unable to accept gifts of plants, sculptures or seats for memorials, or to order in specific plants for memorial purposes.
4. The Proposer will receive a two year membership to Eden Garden for one person for visiting during the first two years of the Memorial. This two year membership to Eden Garden will commence from the date the Memorial is paid for. Anyone attending the interment can enter the Garden without entry fee, however entry fees will stand for all of their subsequent visits.
5. During the ten year period of the plant Memorial the Society guarantees that if the memorialised plant dies, becomes diseased or is damaged, to replace it without cost to the Proposer of the Memorial. Any plaque associated with the original Memorial will be placed with a suitable replacement plant at the same site – this may not be the same variety as the original plant if the Gardener deems the position for such a plant unacceptable due to light or soil.
6. After 10 years the association with a plant Memorial shall expire and the donor will be given the opportunity to re memorialise and a further fee is payable – at the rate which applies at the time. Plaques from plants not being re-memorialised will be removed from the area of original placement and can be permanently positioned on the Memorial Wall (at no extra fee). We do not re-memorialise trees and shrubs where the original memorial was before 2006.
7. Plaques may be placed directly and permanently onto the Garden's Memorial Wall. The associated ashes may be interred as part of such Memorials in an unmarked area of the garden.
8. Wall and rock memorials are held in perpetuity and therefore do not need to be renewed.
9. The Committee of the Society reserves the right at all times to change the location of a memorialised plant if, in the opinion of the Horticultural Committee of the Society, the position of the plant constitutes a risk or hindrance to the Garden. The Proposer of a Memorial will be notified of any intention to move a memorialised plant. If such movement is necessary, the Society will take due care regarding the movement of any plaque(s).
10. The acceptance and interment of ashes of the deceased person shall at all times be at the discretion of the Committee of the Society.
11. Memorial plaques shall be of the size, material, and pattern approved by the Society. The only wording permitted on plaques shall be the name of the person commemorated, including any title preceding that name e.g. "Sir", "Lady", "Dr" or distinctions following it e.g. "CBE", "DSO", "MA", etc. We do not place any other information on plaques for example birth and death dates, nicknames or quotations. The name inscribed on any plaque shall be exactly as shown on the Proposal for Memorial Form, and the Society will not be responsible for any error made by exactly following the copy on the form.

12. All correspondence from the Society to the Proposer of Memorial shall be directed to the last postal address (and/ or email address) of the Proposer known to the Society. It is the responsibility of the Proposer (or their Executor) to inform the Society of any address change. Under no circumstances will the Society be held responsible for not being able to communicate with the Proposer if they cannot be reached at the postal or email address held on file.
13. Once the original Proposer dies, the next of kin must advise the Eden Garden Society who is to become the Proposer for the Memorial. This person will then be contacted regarding the condition of the plant, renewal of the Memorial (if after 2006) and to give permission for any additional memorials to be added.
14. Subject to stated conditions and the agreement of the Proposer, additional Memorials may be accepted for already memorialised plants/items.
  1. If the additional Memorial takes place during the original ten year Memorial period, a reduced fee is payable, with the expiry date for such further Memorials being ten years from the date of the additional Memorial.
  2. If the additional Memorial takes place beyond the original ten year Memorial period then full fees, which apply at the time, are payable.
15. Maintenance, pruning, lopping, shaping, removal, trimming and fertilising of endowed trees shall be at all times as directed by the Horticultural Committee of the Society, and the decisions of the Committee shall be final.
16. The Proposer or anyone visiting the Memorial must at all times be respectful of the Garden and memorials. They must never interfere with plants or memorials whilst visiting their own memorial. If the Proposer is unhappy about some aspect of the plant or memorial, then the Proposer should make contact with Eden Garden Society's Manager and have the matter decided on a more formal basis.
17. Only real flowers are to be placed at the site of the memorial. No ornaments, fake plants or flowers, rocks, vases or pots. Any such items will be removed and disposed of at the discretion of the Society.
18. Only boxes provided by the Eden Garden Society will be used for interments. This box is provided to the Proposer at the signing of the contract. It is the responsibility of the Proposer to decant ashes in to this box. We suggest approaching a funeral parlour for this task. No other boxes or urns will be used for internments.
19. Definitions: in the above conditions:
  1. "Proposer" means the person or persons signing a Proposal for the Memorial Form.
  2. "Committee" means the committee of The Eden Garden Society Incorporated as for the time being constituted. "The Society" means The Eden Garden Society Incorporated.
  3. "The Gardener" exercises discretion for replacing or moving plants in the garden.

I have read and agree to the Conditions of Memorial:

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_