



262 Ohaupo Road, Te Awamutu
Phone 07 870 2137 www.rosetown.co.nz

FUNERAL SERVICES AUTHORITY AGREEMENT

DECEASED DETAILS

Full name of Deceased:

Deceased full address:

Place of death:

Date of death:

Deceased to be cremated or buried:

Crematorium/Cemetery:

EXECUTOR/AUTHORISED PERSON/S DETAILS

This is the person(s) with the authority to tell us what is to be done for the Deceased.

Mr/Mrs/Miss/Ms/Other:

Full name of executor/authorised person ("You"):

Full home address:

Relationship to the Deceased:

(Executor/Next of kin/other)

Occupation:

Date of birth:

Drivers licence number or other form of ID viewed:

Phone:

Email:

This authority form is part of an agreement between you and Grinter & Waipa Ltd trading as Rosetown Funerals ("we", "us" or "our") to provide funeral services for the Deceased. Other information will be set out in our arrangement form and in more detailed policies such as our privacy policy set out on our website <https://rosetown.co.nz/privacy-policy> which we are also happy to provide on request.

This form authorises us to provide funeral services for the Deceased on the terms set out in this authority form.

1.0 Funeral Plan

Does the Deceased have a funeral plan with The Funeral Trust (it could affect the services to be provided and reduce the cost now payable)?

Please note that this funeral services authority is a separate document and process to a Funeral Trust payment claim. We can help you with a Funeral Trust payment application where that should be made.

2.0 Fees and Expenses

2.1 You agree to pay our fees in connection with this funeral arrangement.

2.2 You understand that the estimate provided is an estimate only and the final price will only be ascertained upon completion of the services provided to you.

2.3 You authorise us to engage third parties required to perform the funeral services (this may include, but is not limited to, embalming or mortuary fees, cremation fees, plot purchases, cemetery interment fees and any other costs), and you agree to reimburse us for these costs and expenses, payment of which shall be as per our payment terms contained in clause 3.

2.4 We reserve the right to charge a margin on any disbursement/third-party cost incurred as a result of us providing the services.

3.0 Deposit

3.1 We may require you to pay a deposit in advance of the funeral as part payment of the fees. The amount of a deposit will be specified below. We are not required to perform the funeral services until you have paid the deposit.

4.0 Payment terms

4.1 Our fees, including any third-party costs or variations, are due within fourteen (14 days) date of the Deceased's invoice ('Due Date').

4.2 Late payment: Unless we agree in writing to a different arrangement, you will have to pay the following additional costs if the fee is not paid by the Due Date:

A one-off administration fee of **\$250.00**.

Interest at the commercial overdraft rate charged by our bank for the time being plus 5% (five percent) per annum ("Interest") from the Due Date for payment.

Any legal costs (including solicitor's fees and disbursements) or debt collection agency fees incurred by us.

4.3 Any payments made after the Due Date will go first to interest, costs and then the amount of the debt not paid by the Due Date.

5.0 Privacy

You authorise us to collect personal information about you and the Deceased and that we will:

- Share that information with The Funeral Trust, relevant regulatory authorities, and others who assist us in providing its services, including to recover fees and costs.
- Use that information to provide services, including the funeral of the Deceased, and to collect fees and costs.
- Comply with our obligations under the Privacy Act 2020 [and as set out in our privacy policy <https://rosetown.co.nz/privacy-policy>].

You have a right of access to that information and to request corrections.

6.0 Property

6.1 You understand that Rosetown Funerals will take all care and attention to ensure that any personal items left with the Deceased when they come into our care are returned to you as soon as possible.

6.2 Rosetown Funerals will not be liable for the loss of personal items. We do not take or accept responsibility for claims relating to jewellery that has been released to the deceased's family.

7.0 Provision of Services

7.1 We shall provide our services in accordance with current industry standards, skill and diligence and will endeavour to keep you informed of any issues that may arise.

7.2 We rely on your authority to incur costs and make arrangements for the Deceased. That includes how, when and by whom the Funeral Services are to be provided. There may be times when it is not appropriate for you to sign these terms and conditions prior to us commencing providing services to you; notwithstanding this, these terms and conditions shall govern our relationship from the time instructions are received from you.

7.3 We shall be under no liability whatsoever to you for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by you arising out of a breach by us of these terms and conditions (alternatively, our liability shall be limited to damages, which shall not exceed the price of the services provided).

8.0 Your Obligations

8.1 You agree:

- (a) that you will comply with our reasonable instructions.
- (b) observe all health and safety rules and regulations and any other security requirements that apply to our premises and/or any third-party premises.
- (c) provide all necessary information that we request to allow us to complete the funeral arrangement.

9.0 Force Majeure

9.1 Neither party will be liable for any loss or damage or delay, act or omission, or failure by it under this agreement which is caused by any circumstances beyond the reasonable control of that party (including without limitation, any act of God, act or regulation of any governmental authority, war or national emergency, accident, epidemic, pandemic, fire, riot, strike, lock-out or other form of industrial action provided that:

- (a) we will endeavour to communicate such delay with you; and
- (b) we will use our best endeavours to complete our obligations pursuant to this agreement.

10.0 Cancellation

10.1 In the event you give notice to cancel this agreement prior to us completing the funeral services, then we reserve the right to invoice you for all services and/or disbursements incurred by us up to and including the date of cancellation.

10.2 In the event that you are in breach of your obligations (including those relating to payment) under these terms and conditions, we may suspend or terminate the supply of goods and services to you.

11.0 Disputes

11.1 Any disputes arising out of this Agreement will be resolved in accordance with this clause.

- (a) If you have a problem with the services provided you must first contact us and advise us of the issue.

If we are at fault we will endeavor to fix the issue as soon as possible.

- (b) If we cannot resolve the issue together, you will be free to utilise the Funeral Directors Association of New Zealand complaints process or through the courts.

12.0 Embalming, Burial and Cremation Instructions

12.1 Embalming(if applicable) The sanitary preservation we have agreed is:

12.2 Cremation(if applicable)

Ashes will be disposed of in the following manner:

The purchaser of any site for interment of ashes is:

The person authorised to collect ashes (if relevant) is:

You understand we may dispose of any ashes unclaimed after a period of 3 years

12.3 Interment (if applicable)

A single/double depth grave is to be opened/re-opened at:

The purchaser of the grave is:

13.0 Authority/Declaration

As Executor/Authorised person/s, I/we confirm that:

- I/we have received a copy of this Funeral Services Authority Agreement & acknowledge the content has been explained to me/us.
- By signing this agreement, I/we are accepting the responsibility to pay for the Funeral Services.

I/we are signing to accept these Terms of Engagement.

Executor/Authorised Person/s

Full name:

Signature:

Date:

Full name: (Funeral Director)

Signature:

Date:

Estimate of Fees

Deposit required:

Date deposit due:

Intended method of payment: