

TWENTYMANS

FUNERAL DIRECTORS

Since 1867

AUTHORITY FOR FUNERAL ARRANGEMENT AND AGREEMENT AS TO PAYMENT TERMS AND CONDITIONS

IMPORTANT: Please Read Carefully

Full Name of Deceased
(hereinafter called "the Deceased")

Address

Date of Death:

Died at (state place and address if different from above)

As Executor/Next of Kin/Appointed Representative Relationship

I, (full name)

Physical Address

Postal Address

Email Address

Phone Number Mobile Number

DEPOSIT: I AGREE to pay a deposit at the time of the arrangement and appointment of the Funeral Directors, of the following amount \$.....

Please see terms and condition on reverse of this page

Applicant's Signature

Full Name:

Signature:

Executor/Next of Kin/Appointed Representative

Tick here to indicate that you have read and agree to the above terms and acknowledge this acts as your signature

Address:

.....

Date:

Witness' Signature

Full Name:

Signature:

Tick here to indicate that you acknowledge this acts as your signature

Address:

.....

Occupation:

Date:

AUTHORITY

I do hereby authorise and appoint Twentymans Funeral Services Ltd (hereinafter called "the Funeral Directors") to Cremate/Inter the Remains of the abovenamed Deceased. I authorise the Funeral Directors to make on my behalf, all funeral arrangements for the abovenamed Deceased and to carry out any embalming/and or treatment preparation as reasonably required. I further authorise you to pay necessary costs in respect of the funeral of the Deceased and I hereby undertake and agree to pay you all such outgoings together with your account for professional services and goods as advised by the Funeral Directors from time to time (together with GST and any other applicable taxes). I agree that if I, or the Estate of the Deceased does not meet the costs for such disbursements and fees within Thirty (30) days of the date of invoice or Fourteen (14) days of the date of invoice for Direct Cremations an additional finance charge equivalent to 5% of the sum outstanding will be incurred. If all such amounts are not paid within a further two week period an additional 5% of the sum will be incurred and accrued each month thereafter at an annual rate of 18%.

PRICE

Unless otherwise agreed by you, I acknowledge that the price for the services and goods to be provided by the Funeral Directors are as specified on its website and the price list that we are provided with. Where no price is specified for the services and goods that I request, I acknowledge that the price will be the current price at which the Funeral Directors sell or supply the services and goods at the time we make the request (as advised by the Funeral Directors).

PAYMENT/DEFAULT AND CONSEQUENCES OF DEFAULT

1. **I AGREE** to pay a deposit at the time of the arrangement and appointment of the Funeral Directors, of the amount shown on the front page.
 2. **I ACKNOWLEDGE** that the total account for the goods and services provided by the Funeral Directors are payable by me or the Estate of the Deceased within Thirty (30) days of the date of invoice or within Fourteen (14) days of the date of invoice for Direct Cremations. I further acknowledge that if the invoice remains outstanding beyond the due date, penalty for late payment as stated above will apply.
 3. **I AGREE** that if I or the Estate of the Deceased default in payment of any invoice when due, I will personally pay and indemnify the Funeral Directors from and against all its costs, fees and disbursements incurred and in addition all or any legal or debt collection costs.
- I FURTHER AUTHORISE** the Funeral Directors as follows:-
- (a) To obtain from any person or company to provide you with such information as the Funeral Directors may require to verify my credit and any other information supplied by me and to furnish to any third party details that I may have with you as a result of this document being put under action.
 - (b) To provide to any third party any information provided by me that is necessary for the Funeral Directors to carry out its business, namely newspaper notices under the Privacy Act 2020 (or any subsequent amendments).

DECLARATION

I declare that I am duly authorised to give this authority and all information given by me whether above or otherwise is true and correct. I further declare that I will indemnify you against all claims, costs and/or proceedings arising from any services and/or attendances herein authorised by me as are reasonably required. I recognise and appoint you as my Agent with respect to all funeral goods and/or services I request you to provide in the normal course of your business and in attending to the supply of such Disbursements items as I may request and to be stated on your invoice.

Privacy Act 2020 (or any subsequent amendments) – **I ACKNOWLEDGE** that you are collecting personal information about the Deceased or myself for the purpose of carrying out the funeral arrangements and that the information may be provided to the Funeral Directors employees or agents for debt collection or credit reporting purposes, to register the death under the Births, Deaths and Marriages Registration Act 1995 or in the event that the Funeral Directors assign any of its rights to any other party to the party receiving those rights.

LIABILITY

To the maximum extent permitted by law, I acknowledge and agree that the Funeral Directors will not be liable for any loss or damage of any kind whatsoever arising from the supply of services and goods by the Funeral Directors to me or the Estate of the Deceased, including direct or consequential loss whether suffered or incurred by me, the Estate of the Deceased or a third party (whether in their personal capacity or an entity) and whether in contract or tort (including negligence) or otherwise, and irrespective of whether such loss or damage arises directly or indirectly from services and goods provided by the Funeral Directors. To the extent the Funeral Directors liability is not otherwise limited or excluded, and to the maximum extent permitted by law, we acknowledge that the Funeral Director's aggregate liability whether in tort, contract, at law (including for a misrepresentation) or otherwise for any loss, damage or injury in relation to the services and goods to be provided by the Funeral Directors is limited to the costs actually paid.