Terms and Conditions

the Funeral Arrangement Form and Financial Authority. These terms and conditions apply to the Funeral Service described in

and Disbursements relating thereto, are provided in the Funeral Arrangement Form and Financial Authority. The various components and conditions, together, form a binding contract between You and us Form and Financial Authority (including the Estimate) and these terms Arrangement Form and Financial Authority. The Funeral Arrangement performs the Funeral Service particularised in the Funeral You have requested that Twentymans Funeral Services Limited (we, us, our particulars of the Funeral Service, including an Estimate of Fees

Funeral Service and Funeral Arrangements

- 1.1 We agree to perform the Funeral Service consistent with the 1.2 If You wish to make any changes to the particulars set out in whether those instructions are possible, and any additional Fees the Deceased's next of kin, as applicable) must provide written wishes of the Deceased. so far as You are aware (having made all reasonable enquiries), the Authority are consistent with your wishes and, if applicable and included in the Funeral Arrangement Form and Financial particulars stated in the Funeral Arrangement Form and Financial Service. On receiving the instructions, we will advise You as to instructions to us no later than 48 hours prior to the Funeral the Funeral Arrangement Form and Financial Authority, You (or Authority. You acknowledge and agree that the particulars
- 1.3 Without limiting clause 7, we will use all reasonable care and skill is beyond our reasonable control. to perform the Funeral Service if the cause of the delay or failure Losses suffered or incurred in connection with any delay or failure in performing the Funeral Service, but we will not be liable for any or Disbursements that may apply.
- 1.4 You acknowledge that, if the Funeral Service includes a live interruption or lack of quality of, any live streaming or recording. We cannot guarantee, and are not responsible for the failure, for internet connectivity, picture and sound quality issues service provider. Further, You acknowledge that there is potential streaming, that live streaming is provided through a third-party

- Fees and Charges
 House that you have been provided with the Estimate.
 The state of the However, You changes the Estimate as soon as practicable once we become aware of the limitation, third party disbursements such as cemetery fees (if of the Funeral Service may vary, for example if additional services acknowledge that it is an estimate only, and that the actual cost We have prepared the Estimate in good faith. However, You and may change. We will advise You of any material changes to applicable) and death certificates) are subject to confirmation the Estimate. The costs of some of the items (including, without are provided or Disbursements are greater than that assumed in
- 2.2 If You pay more than the final invoice amount, we will reimburse overpayment is determined. Funeral Service are known or, if later, when the amount of the You within ten working days after the final costs of the
- 2.3 Without limiting clauses 4 and 5, You acknowledge that we may to us doing so on Your behalf. need to incur Disbursements in connection with the Funeral Service (for example, booking a cemetery plot), and You consent

Payment

- 3.1 You must pay us the Fees and Disbursements (including any credit Invoices are payable within the time specified in the Payment Service must be made in accordance with the Payment Terms. for, and performing, the Funeral Service. Payment for the Funeral card fee set out in our Estimate) in consideration for us preparing
- 3.2 Unless otherwise agreed by us in writing, payment under clause or any receipt of insurance proceeds, compensation or other 3.1 is not subject to, or conditional upon, the grant of probate liable to pay the Fees and Disbursements If there is more than one of You, You are each jointly and severally payment. You are personally liable for the payment of the invoice.

- 3.3 If the Payment Terms require any payment to be paid prior to may be incurred as a result of re-scheduling the Funeral Service. the delivery of the Funeral Service, and that payment is not Disbursements as properly incurred by us until that date, or as any money held, or require You to promptly pay, any Fees and the Funeral Service and, at our sole discretion, deduct from after providing You with a final reminder, postpone or cancel received when due, You acknowledge and agree that we may
- 3.4 If You do not pay the Fees and Disbursements in accordance with administration fee of \$500, and recover other Losses from you in monthly. We may also charge at our discretion a late payment interest on the overdue amount at 10% per annum, charged the Payment Terms, we may in our discretion, charge penalty accordance with clause 7.4. 27

Agency and Services from Suppliers

4.2 4.1 You authorise us to contract with suppliers either as principal or under that contract (whether by way of Disbursement or directly to the third party supplier) as detailed in our Estimate. 4.1 with a third party supplier, You agree to pay any amounts due Where we enter into a contract of the type contemplated in clause agent for You in relation to the provision of the Funeral Service.

4.3 We may:

- a) receive a commission from third parties who provide services to You as part of the Funeral Service; or
- b) charge a margin to You on the services provided by third

included in any Disbursement (if any). contact us if you would like details of margin / commission amount of the Disbursement set out in our Estimate. Please Such margin / commission payment may be included in the

- 5.1 You authorise us to:
- a) convey the Deceased into our care;
- c) undertake all mortuary procedures: b) facilitate all normal hygienic preparations of the Deceased that we consider necessary (which may include embalming):
- necessary in our reasonable opinion, which (if applicable) pump or cardiovascular defibrillator; or may include the removal of any pacemaker, pain control
- i helpful for the sanitisation and presentation of the Deceased who may lawfully and properly view the Deceased; and Deceased, our staff, family members or any other person in consideration for the safety and wellbeing of the
- 5.2 You acknowledge and agree that, if the Funeral Service includes d) cremate or bury (as stated in the Funeral Arrangement Form reason exists for any further inquiry or examination. and Financial Authority) the body of the Deceased and that no
- other written instructions signed by (or on behalf of) You. Arrangement Form and Financial Authority, or in accordance with may be released by us to the person stated as such in the Funeral longer period specified by us from time to time), following which to applicable laws, held for a period of three months (or such returned to us following the cremation, the ashes will be, subject the cremation of the Deceased and if the Deceased's ashes are acknowledge and agree that, subject to applicable laws, the ashes they may be disposed of without further notice to You. You

Confirmation of Authority

- 6.1 You confirm that:
- a) You have full legal power and authority to enter into the
- b) You have taken all necessary action (including obtaining all of the Funeral Agreement; relevant approvals) to authorise the signing and performance
- d) entering into the Funeral Agreement will not result in a breach c) the Funeral Agreement constitutes legal, valid and binding of any applicable law or agreement to which You are a party; obligations on You, enforceable in accordance with its terms;
- e) You have consulted with the Deceased's next of kin prior to in regard to the Deceased, including the instructions to giving this authority and are empowered to give us instructions

- Arrangement Form and Financial Authority. cremate / bury the Deceased as set out in the Funeral
- 6.2 Where You enter into the Funeral Agreement in any capacity that capacity and Your personal capacity. next of kin, personal representative or trustee), You agree to be other than Your personal capacity (for example as an executor, bound by each of the provisions of the Funeral Agreement in both

The parties acknowledge that under New Zealand consumer law (NZCL), consumers have certain rights which cannot be excluded. (Sale of Goods) will apply. specified in part 3 of the Contract and Commercial Law Act 2017 or modified. Further information about consumer righ (including NZCL) and which by law cannot be excluded the effect of excluding, restricting or modifying any co purpose of goods and services. Nothing in the Funeral above, none of the implied warranties, terms and conditions found at www.consumerprotection.govt.nz, Regardle confirmation, warranty, guarantee, right or remedy im will be read or applied to exclude, restrict or modify or including guarantees as to the acceptable quality and

- 7.2 Subject to clause 7.1, You release and discharge us and our or other personal items received in connection with the Funeral incurred, including the loss or damage of any jewellery, clothing Service, including (without limitation) for any Losses suffered or in respect of any act, cause, matter or thing relating to the Funeral contractors and agents from all Claims (other than in the case of fraud, willful misconduct or gross negligence) which You may have related bodies corporate and our respective officers, employees
- 7.3 Without limiting clause 7.2, our liability for any Losses arising Disbursements) paid by You (except to the extent such a cap is prohibited under applicable laws, in which case our liability arising from breach of contract, tort (including negligence) or including for example NZCL). shall be limited to the amount stipulated in the applicable laws otherwise, is limited to an amount equal to the Fees (excluding from or In relation to the Funeral Agreement, whether

9.7

7.4 Without limiting clauses 7.1, 7.2 or 7.3, You indemnify us against any Losses resulting from Your breach of the Funeral Agreement (including any costs or expenses incurred by us in the solicitor's fees or debt collection agency fees). enforcement of any rights under the Funeral Agreement, including

Privacy

- 8.1 You confirm that you have obtained the requisite consents and the purpose of providing the Funeral Service and as set out in the connection with the Funeral Service and consent to us using it for Privacy Policy. authorities for any personal information that You provide to us in
- 8.2 You consent to us, from time to time, sending You material which promote our services to You. we think may be of interest to You, or otherwise market and
- A copy of our Privacy Policy Is available on our website. It is also available upon request. The Privacy Policy sets out how your personal information can be used by us and your rights in respect to that personal information.

General Provisions

- Failure by us to enforce any of our rights under the Funeral that waiver in writing. Igreement shall not be deemed to be a waiver unless we confirm
- If any provision, or any part of a provision, of the Funeral prejudiced or impaired. provisions of the Funeral Agreement shall not be affected, Agreement shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining
- These terms and conditions are governed by the laws of New the courts of New Zealand. realand. The parties submit to the non-exclusive jurisdiction of
- 9.4 The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- 9.5 In the event of any inconsistency between the Payment Terms (which are set out in the Funeral Arrangement Form and Financial

- will prevail to the extent of the inconsistency. Authority) and these terms and conditions, the Payment Terms
- 9.6 You agree that the Funeral Agreement records and accurately Funeral Agreement may be amended or modified, unless in writing signed by or on behalf of You and us. reflects the entire agreement between You and us. No part of the

Please include any additional terms agreed with us here: Additional Terms

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Fither part	uneral Home Initial	Client Initials	1			
Either party may terminate the Funeral Agreement by written	ne Initial	v	NA NA		U	
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(if capable of remedy) that default within five days of receipt of obligations under the Funeral Agreement and has failed to remedy notice of breach. notice with immediate effect if the other party is in breach of its

below, unless the context otherwise admits: Financial Authority, defined terms shall have the meaning provided In these terms and conditions and the Funeral Arrangement Form and

contingent and whether ascertained or unascertained, or immediate, future or to be made or recovered by or against the person, however arising injury, damage, loss, cost, liability, action, proceeding, right of action claim for compensation or reimbursement or liability incurred by or 'Clalms" includes in relation to a person, a claim, demand, remedy, suit

respect of the Funeral Service. 2Disbursements means any expenses we incur on your behalf in

"Estimate" means the estimate of Fees and Disbursements provided

to You. "Fees" means the fees and charges payable to us in connection with

"Funeral Agreement" has the meaning given above in the Background delivery of the Funeral Service.

section of these terms and conditions.

Funeral Arrangement form and Financial Authority to which these Funeral Arrangement Form and Financial Authority" means the

delivered by us in accordance with the Funeral Agreement. terms and conditions are attached Funeral Service" means the funeral service and ancillary services

"Losses" includes any loss, damage, cost, Claims, liability or expenses

as stated in the Funeral Arrangement Form and Financial Authority. of any nature or description (including legal costs) and includes 'Privacy Policy" means the Privacy Policy of the PFP (NZ) group as Payment Terms" means the terms of payment for the Funeral Service ndirect and consequential losses.

conditions as the "client" and "Your" shall have a corresponding "You" means the person or persons who sign(s) these terms and amended from time to time.