

**FUNERAL SERVICES AUTHORITY AGREEMENT**

**EXECUTOR(S)/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:

**DECEASED DETAILS**

Full name of Deceased :

Deceased full address:

Place of death:

Date of death:

Date of birth:

Deceased to be cremated or buried:

This authority form is part of an agreement between you and **Matuku 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 [www.matukufunerals.co.nz](http://www.matukufunerals.co.nz) which we are also happy to provide on request.

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

**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)? – **yes/no/not sure**

1. **Fees and charges**

We will agree with you our fees (being what you pay for our services) and charges (being costs we incur on your behalf). You agree to pay our invoice for fees and charges (together “Costs”) in connection with this funeral arrangement.

You understand Costs may change as additional or different requirements may be added as agreed following the signing of this agreement.

You authorise us to engage third parties required to perform the funeral services and you agree we can recover from you their charges for services provided.

**Deposit**

We may require you to pay a deposit in advance of the funeral as part payment of the Costs. The amount of a deposit is specified below. We are not required to perform the Funeral Services until you have paid the deposit.

**Payment terms**

Our Costs are due within six (6) weeks from the date of the Deceased’s death (‘Due Date’). We understand payment will usually be from the estate of the Deceased but if that is not possible by the Due Date for any reason, by signing this Authority you are personally agreeing to pay our Costs unless we both agree in writing to a different arrangement.

**Late payment:** Unless we agree in writing to a different arrangement, you will have to pay the following additional charges if the Costs are not paid by the Due Date:

* A one-off administration fee of $250 plus Interest at the current commercial overdraft rate charged by our bank, plus a maximum margin of 5% (five percent) per annum (“Interest”) from the Due Date for payment.
* Any reasonable legal and debt recovery charges, including interest (at the rate mentioned above) on those charges if we need to recover outstanding Costs.

Anypayments made after the Due Date will go first to interest, charges and then the amount of the debt not paid by the Due Date.

1. **PRIVACY**

You understand that we will 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 usto provide its services, including to recover costs.
* Use that information to provide services, including the funeral of the Deceased, and to collect Costs.
* Comply with our obligations under the Privacy Act 2020 and as set out in our privacy policy.

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

1. **PROPERTY**

You agree that unless specifically arranged otherwise in writing with us:

1. We will remove any property including any jewellery or other personal effects (“Personal Effects”) that are not to remain with the Deceased on interment and/or cremation of the Deceased;
2. Where Personal Effects remain with the Deceased when they enter our care, we will prepare a list of all Personal Effects, remove and hold such Personal Effects until they can be returned to you; and
3. Wewill only beresponsible to return, hold, care for or replace Personal Effects that are included in the itemised list of Personal Effects, or where it is otherwise shown that the Personal Effects were with the Deceased on the Deceased entering our care; and
4. Where Personal Effects of the Deceased are to be returned by us**,** that obligation will have been fully satisfied by provision of those Personal Effects to the ***Executor/Authorised Person*** named in this form.
5. **LIMIT ON LIABILITY**

We are relying on your authority to incur Costs and make arrangements in connection with the Deceased. That includes how, when and by whom the Funeral Services are to be provided.

Our role is to competently provide the services you have instructed on time with reasonable care and skill. There are also laws that apply to the services we provide that we will comply with. Unless we agree in writing, we do not agree to pay for any harm that is not our direct responsibility. These are the extent of our obligations to you, the Deceased and anyone else.

Your role is to pay all Costs associated with the Deceased, their funeral arrangements and the services. Your role also includes dealing with any disputes within/between family and anyone else over how the Deceased is to be treated, in connection with their estate, over their wishes and/or arrangements you have made for the Deceased that might affect our ability to perform or receive payment for the services arranged with us.

There are times when things happen that interfere with our ability to provide the services, and which are outside of either your or our control. For example, that can be because of a dispute between authorised persons, a dispute you have with someone else, we suffer a fire, there is a pandemic, natural disaster, there is a change in law or something else happens outside of our control. If that happens:

* We will tell you and we ask that you also tell us promptly.
* Our first concern will, to the extent possible, be to care for the Deceased. Care for the Deceased in this agreement means ensuring that the Deceased’s remains are maintained with respect until we can perform the services or other arrangements agreed with you.
* There might be Costs we have not been able to reasonably avoid, for example because we had committed to Costs before the event happened or we need to take urgent action to care for the Deceased. You agree to pay those Costs.
* We will also try and tell you what options there might be and the associated Costs including for continuing to care for the Deceased.
* You agree that we can stop or delay providing our services (while still caring for the Deceased at your Cost), until the issue is resolved.

**BURIAL AND CREMATION INSTRUCTIONS-**

**Embalming (if applicable)will take place at Shone and Shirley.**

The sanitary preservation we have agreed to is (circle one)  **Embalming**  or **Natural Care /Refrigeration**

**Cremation (if applicable)**Ashes come back in a bag/cardboard box. Will ashes be interred / kept / sprinkled (circle one).
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, unless agreement to store is made.

**Interment (if applicable)**A ***single/double*** *depth grave is to* be ***opened/re-opened*** *at:*

The purchaser/ of the grave is:

**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.
* If paying online by credit card online (VISA, Mastercard, Apple Pay or Google Pay), You as the customer, agree to pay the 2.7% surcharge for online invoice payments, plus applicable GST.
* 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.

**<MEMBER FIRM> AUTHORISED PERSON**

Full name/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXECUTOR/AUTHORISED PERSON/S**

Full name/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ESTIMATE OF COSTS**

|  |  |
| --- | --- |
| Estimated Cost for service: $  | Deposit required: $Date deposit due:  |

**Intended method of payment:** Bank Transfer □ Cash □ Visa/Mastercard/Apple/Google Pay □