

## Terms of Engagement with:

Your Name:

IRD NO.:

We set out below our terms of engagement for providing accounting services. These terms form the basis of our agreement with each client in relation to each instruction. Any changes need to be agreed in writing.

### You can help us:

To ensure we understand your instructions and requirements we ask that you:

Give us clear instructions, if possible, in writing, specifying your requirements and expectations and tell us if your requirements or expectations change;

Respond to any important questions that arise;

Advise us of any important time limits;

Tell us who is authorised to give us instructions on your behalf.

Also, please keep us updated with all your current contact details so that we can contact you as required.

### Financial Statements and Reports

We will compile your financial reports including your annual financial statements from information provided by you. We will exercise due professional care and process your information in an effective and efficient manner. We will respect the confidentiality of your information.

It is understood and agreed that:

- a) You will provide us with accurate and complete information necessary to compile such statements; This information will be given to us on a timely basis; The responsibility for the accuracy and completeness of the assertions in the financial statements remains with you; You accept responsibility for all records and information supplied to us; You accept responsibility for any failure to supply us with all relevant records and information;
- b) We will not undertake an audit or review engagement and thus no assurances will be expressed by us;
- c) You will attach our compilation report when distributing the financial statements to third parties;
- d) The financial information will be prepared as a special purpose report for Inland Revenue compliance purposes and this will be disclosed as part of the financial information; If this does not represent a true and fair view of the financial information, this will be explained in the reports and any departures from this practice will be disclosed in the financial reports;
- e) Due to the limited scope of the work performed in compilation, we cannot be relied upon to prevent or detect fraud, internal control weaknesses, errors, illegal acts or other irregularities. Of course, if anything of this nature does come to our attention during preparation of the financial information, we will inform you;
- f) We will prepare the financial information and reports knowing that the intended use of these is for yourselves and IRD taxation purposes; You will advise us of any changes to the intended recipients of any financial reports; If you distribute the financial statements or other reports to any person without attaching to them the compilation report which includes our statement disclaiming liability, then you will indemnify us against all claims, actions, damages, liabilities, costs and expenses (including but not limited to reasonable legal costs and expenses) incurred by us and arising out of or in connection with any action, claim or proceeding brought by any third party in connection with the services provided by us to you;
- g) Any working papers that we prepare while working on your information will remain our property;
- h) For any Financial Statements or reports that we prepare, a Disclaimer will be attached – this will be in the format specified in **Appendix 1** to these Terms.

Initial here:

**Authorities**

- a) You authorise us to contact any individual or organisation to gather information about you (including personal information) for the purposes of our engagement with you or to check your credit worthiness or as required by law;
- b) **You authorise us to act on your behalf in all matters to do with Inland Revenue relating to any tax type (except for child support); to discuss with Inland Revenue any matter and obtain information from Inland Revenue on any matter relating to any tax type (except for child support) or activity for which we are linked or may be linked in the future;** to obtain such information by all means of communication, including but not confined to, verbally, in writing, by email and via internet; to sign and file tax returns on your behalf either online or on the paper returns, in our capacity as your agent, and you acknowledge that such signature shall be accepted by you as conveying all the authority to act on your behalf as if it were your own signature.

**Price and Payment**

Fees rendered by our firm are based on the value of time spent on each assignment, subject to criteria which include but are not limited to:

The skill, specialised knowledge and responsibility required; the urgency with which the work is to be done; the value of the financial undertaking or property the services apply to; the results achieved.

We charge separately for disbursements. **Payment of your account is required 14 days following invoice date.**

**The Directors reserve the right to charge interest of 1.5% monthly on late payments.**

**With this, your express written authority, we may bank tax refund cheques due to you in our Bank Trust Account and deduct our fees therefrom, before returning the balance to you:**

**I/WE AGREE \_\_\_\_\_ (signature/s)**

**OUR BANK A/C NO: \_\_\_\_\_**

**NAME OF A/C: \_\_\_\_\_**

You agree to pay all costs of recovering unpaid accounts including debt collection commissions, solicitors' fees and costs, documentation and court costs incurred or expended in recovering payment. You authorise our collecting any information required to evaluate your credit worthiness. You consent to the passing on of information to credit agencies or debt collection agencies if you fail to meet your financial commitments to us.

**Confirmation**

The arrangements outlined in these Terms will continue in effect from year to year unless we agree to change them. Any alteration to these Terms will be confirmed in writing.

**Appendix 1**

"The financial statements and supporting schedules attached have been compiled for our client and our responsibility in connection with them is to our client alone. We disclaim any responsibility and accept no liability to third parties. A compilation is limited primarily to the collection, classification and summarisation of financial information supplied by the client. A compilation does not involve the verification of that information. We have not audited or reviewed the financial statements and therefore neither we nor any of our employees accept any responsibility for the accuracy of the materials from which the financial statements have been prepared. Further, the financial statements have been prepared at the request of and for the purpose of the client only and neither we nor any of our employees accept any responsibility on any ground whatever including liability in negligence to any other person."

**PLEASE SIGN BELOW AND RETURN THE ENTIRE FORM TO US WITH YOUR RECORDS**

**NAME(s) OF TRUSTEE/DIRECTOR/PARTNER(s)**

**1. \_\_\_\_\_ 2. \_\_\_\_\_**

(Note we require all Trustees of a Trust to sign: Please enter names and signatures on the reverse if insufficient room)

**SIGNED: 1. \_\_\_\_\_ 2. \_\_\_\_\_**

**DATE: \_\_\_\_\_**