

NZ ACCOUNTING SERVICE CONTRACT

Between		
NZ Accounting	And	The Client
<p>1. TERMS AND CONDITIONS OF ENGAGEMENT. This contract confirms the terms under which The Client agrees to engage NZA. "NZA" means NZ Accounting and its related entities, its directors and employees (including, without limitation, third party contractors to NZ Accounting). "The Client" means any named parties and their related entities collected through any one of NZA's online or hard-copy forms. The Client is bound by the enclosed terms and conditions. The terms recorded in this contract will apply indefinitely and cannot be recalled, cancelled or altered by The Client unless revoked by NZA in writing. This contract is published at www.nzaccounting.com/servicecontract.pdf. Updates and changes made to the website version immediately take precedence over this agreement and replace entirely any previous version of this contract, without prejudice. Signing and returning this document and / or engaging NZA in work and / or making payment and / or attending appointments and / or written or verbal instructions received from The Client confirms The Client agrees to be bound by these terms and any future terms. The Client understands NZA is not responsible for notifying The Client when NZA make updates to this contract. The Client accepts responsibility to regularly check this contract for changes. NZA recommends the Client check for updates to this contract annually.</p> <p>2. AUTHORITY TO ACT. The Client authorises NZA to act for all entities and relationships related to The Client, including but not limited to partnerships, directorships, shareholdings, trusteeships, and beneficiary relationships. NZA acts specifically for The Client. NZA does not act for The Client's shareholders, directors or other parties.</p> <p>3. AUTHORITY TO OBTAIN INFORMATION FROM THIRD PARTIES. The Client gives authority that NZA can obtain in writing or telephonically from any third party any information held about The Client at the sole discretion of NZA including but not limited to banks, insurance companies, telecommunication and utility providers, and/or government departments.</p> <p>4. AUTHORITY TO ACT AS AGENT FOR THE CLIENT WITH INLAND REVENUE. The Client appoints NZA as agent and gives authority that NZA may obtain any information from Inland Revenue as and when required at the sole discretion of NZA either in writing or telephonically. The Client authorises that NZA may set up Inland Revenue online services and arrange authorisation of said account telephonically. The Client authorises that NZA may access and use The Client's Inland Revenue online services account and may store details of The Client's User ID, password and forgotten password phrase for the purposes of accessing information, filing returns, and adding/changing and/or amending information at the sole discretion of NZA. The Client authorises agents and/or employees of NZA to be nominated for all tax types indefinitely on behalf of The Client and/or appoints NZA as their tax agents.</p> <p>5. PRIVACY ACT 1993. NZA retains ownership of all material The Client provides. The Client agrees information NZA obtains in the course of this engagement may be disclosed to any third party, at the sole discretion of NZA. The Client agrees NZA may disclose that information to any party without express consent. Personal information collected related to The Client may be held in any form in any place and may be retained. NZA retains ownership of all types of all material The Client provides directly and / or indirectly.</p> <p>6. DISCLAIMER. NZA will endeavour to undertake work in accordance with the appropriate confidentiality requirements, service engagement standards, professional standards, rules and ethical requirements of the New</p>	<p>Zealand Institute of Chartered Accountants (NZICA). NZA takes all care but accepts no liability including liability in negligence and The Client indemnifies NZA entirely from all liability and court action even where NZA is negligent. The Client agrees to pay all costs related to any action taken against NZA. The Client agrees NZA is not responsible to anyone for the content of any financial information and/or statement(s) prepared. The Client agrees they are liable for any payment required by the IRD as a result of NZA acting on behalf of The Client.</p> <p>7. LEGAL COMPLIANCE. The Client takes full responsibility to comply with all relevant laws and regulations including but not limited to the Companies Act 1993, the Financial Reporting Act 1993, the Income Tax Act 2007, Tax Administration Act 1994, Employment Relations Act 2000 and the Holidays Act 2003, and any subsequent amendments.</p> <p>8. RECORD KEEPING / FILING. The Client is entirely responsible for maintaining adequate accounting records, adequate internal controls, and the selection and application of correct accounting policies. The Client is responsible for the reliability, accuracy and completeness of accounting records and other information supplied and for the financial information compiled on the basis of those records and information.</p> <p>9. PROVISIONING. The Client will fully co-operate and provide records, documentation or other information NZA requires on demand. If NZA is unable to complete the compilation of The Client's financial information for any reason, NZA may withdraw service without notice. Any billing outstanding at this point is required to be paid even if the job under contract is not completed.</p> <p>10. RELIANCE. The Client agrees NZA may rely on information submitted by The Client and / or the Inland Revenue Department and / or any other third party related to The Client directly or indirectly, provided either verbally or in writing, in the express opinion of NZA. NZA does not accept any responsibility or liability for the accuracy of the material prepared by NZA for The Client.</p> <p>11. AUDITING. NZA compiles financial statements without having an audit or review engagement conducted. The Client acknowledges NZA does not include verification or validation procedures and NZA cannot express any such assurance. The Client agrees NZA's engagement does not include the investigation or discovery of any internal control weaknesses, errors, illegal acts or other irregularities, including without limitation, fraud, or non-compliance with laws and regulations.</p> <p>12. FINAL RETURNS / REPORTS. The Client understands that NZA complete and submit information to Inland Revenue electronically on their behalf in the capacity of an agent and therefore accept full liability for the information submitted. The Client must review, approve and sign final returns and reports for reasonableness and correctness within five working days of receipt via email and / or post date and / or presented in person. The Client understands the importance and risks of signing any income tax returns and other statutory compliance documents as being true and correct statutory records.</p> <p>13. INTENDED USE. The Client acknowledges and agrees the intended use and distribution of all financial information NZA compiles is for The Client, is interim only, and not to be relied upon. Work papers NZA creates remain the property of NZA. The Client may not provide NZA information or advice provided to any third party or file NZA's advice with any Government agency. The Client</p>	<p>is solely responsible to users of any financial information NZA compiles.</p> <p>14. INDEPENDENCE. NZA does not guarantee independence nor is independence a requirement for engagement.</p> <p>15. NOTES FOLIOS. NZA issue notes folios to The Client outlining work being undertaken on their behalf via email. NZA accepts no liability for failure of transmission including any attachments. The Client agrees they have 14 days from the date of transmission to notify NZA in writing of any dispute related to the time and costs disclosed within a notes folio.</p> <p>16. BILLING. The Client understands NZA uses the time stamp located at the top of notes folios and costs outlined in the body of the notes folio when billing. The Client understands NZA reserves the right to bill additional time and costs not disclosed in a notes folio.</p> <p>17. FEES. Tax invoices are generated at the appropriate rate and the Client agrees NZA sets this rate at their sole discretion. Rates are based on our latest Schedule of Fees at http://nzaccounting.com/schedulefees.pdf – however NZA reserve the right to alter rates and / or bill special rates dependent on risk associated to the job being undertaken at their sole discretion without notice. Fees are subject to change without notice. The Client agrees NZA may exceed any estimate provided. Interim invoices are due whether or not the work is complete at the sole discretion of NZA.</p> <p>18. DISPUTES. In the event that a bill is disputed by The Client, except where clause 15 applies or there is a clear calculation error within an invoice The Client agrees NZA's billing is full and final and no correspondence will be entered into. The Client will not engage in any form of mediation or pursue the matter in any court of law, including but not limited to the disputes tribunal. Where there is a clear calculation error within an invoice, NZA will immediately remedy the calculation, at which point the billed amount will become due in accordance with NZA terms of payment.</p> <p>19. PAYMENT. Terms of payment are cash on completion. Invoices not paid by the due date incur an administration charge of 21% to cover debtor management costs.</p> <p>20. DEFAULTS. The Client agrees NZA retains The Client's records until outstanding fees are settled. The Client accepts all additional collection costs and legal expenses are on-billed to the Client.</p> <p>21. FURTHER TERMS. No waiver of any breach or failure to enforce any provision of these terms at any time by NZA shall in any way effect, limit or waive its right thereafter to enforce and compel strict compliance with the provisions of these terms. NZA believes the provisions of these terms are lawful and valid but if it is determined that any provision of these terms is invalid or not lawful or can bear a reading so as to render it invalid or not lawful, then unless the reading down or severance alters the basic nature of these terms or is contrary to public policy, such provision shall: if it is valid or lawful if read down, be so read down; if it cannot be read down so as to be valid or lawful, be severed from these terms without affecting the remaining provisions, to the intent that these terms shall be valid and lawful in all respects and bind the parties accordingly. Terms are governed by the laws of New Zealand and the Client submits to the jurisdiction of the High Court of New Zealand. The Client agrees information supplied will not be used in any way to set up a business in competition to NZA. Contract terms copyright (2012) NZA.</p>