



TERMS OF ENGAGEMENT – 28 April 2017

**Level 1, The Woolstore
262 Thorndon Quay
Wellington**

**PO Box 13368
Johnsonville
Wellington 6440**

Ph 04 477 0659

SERVICES

Simple Accounting Services Limited ("SAS") will prepare your annual financial statements, all Inland Revenue returns where required, provide advice, and any other jobs as requested, from the information provided by you (the "services").

SAS will not audit or otherwise verify the data you submit, and by agreeing to these terms you warrant that all information provided by you is accurate. We may provide you with questionnaires or worksheets to assist us in obtaining the necessary information. You should retain all the documents and other data for at least seven years to satisfy various statutory requirements.

You acknowledge that SAS will delegate the necessary or implied authority to our employees to carry out the services on SAS's behalf. Therefore reference to SAS in these terms also includes our employees acting under such authority.

INLAND REVENUE ("IRD")

I/We give authority for SAS to:

1. Act on our behalf with IRD for all tax types until further notice as our Tax Agent, and to link our tax records to SAS's Tax Agency for all tax types.
2. Obtain any information from IRD relating to our tax affairs which includes accessing information via IRD's online website services, and to become the mailing address for any correspondence from IRD. The communication above will be by various means, including telephone, internet, facsimile, email, and other correspondence.
3. Sign any IRD correspondence on our behalf, which includes any IRD returns. Although SAS may prepare IRD returns on our behalf we acknowledge that this does not absolve us of the responsibility for ensuring any IRD returns filed are true and correct, and meeting any other IRD obligations.

ACC

You agree to allow SAS to access and change information through the ACC online service and deal directly with ACC staff. You acknowledge that this will allow SAS to, at our discretion, delegate access to our employees. This allows the employee of SAS to query and change your ACC Levy account information through ACC staff.

PRIVACY

By confirming your agreement to these terms, you authorise SAS under the provisions of the Privacy Act 1993 to access any information held by your bankers, solicitors, finance companies, IRD, any other organisation or department that may be required throughout the course of our engagement, and to also obtain credit reports from any credit reporting agency.

LIABILITY

We will not be liable for any loss or damage of any kind whatsoever, arising from the supply of the services by us to you including consequential loss whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the services provided by us to you.

If any provision of these terms is invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired. Failure by us to enforce any of these terms will not be deemed to be a waiver of any of our rights or obligations under these terms.

FEES / PAYMENTS

We will provide you with an upfront quote for our fee based on receiving complete and tidy records from you in the format discussed at the time of consultation. If the situation changes and we need to increase the price we will contact you first to discuss options.

Prices quoted do not include GST, unless stated in writing.

In calculating our fees we consider the following:

- the skill, specialised knowledge, and responsibility required;
- the urgency and circumstances in which the business is transacted;
- the number and importance of documents involved;
- the value or amount of property or money involved;
- the time spent;

Failure to pay an invoice may result in the following procedures being applied:

1. An administration fee may be charged on all overdue amounts in addition to any other charges;
2. Interest will accrue on all amounts overdue at the rate of 2.5% per month and will be calculated on a day by day basis until payment is made in full;
3. All costs of or incurred by us as a result of a default by you including but not limited to administration charges, debt collections costs and legal costs as between solicitor and client will be payable by you.

It is our policy to invoice on completion of any work, or prior to completion for any work that may take several months to complete, and in advance in certain situations, with payment due 10 days after invoice the invoice date.

CHANGES TO TERMS OF ENGAGEMENT

SAS may from time to time, by written notice (including email) to you, amend, add to or repeal these terms and any amendments will be binding on you fourteen days after the date of delivery of the notice.

These terms constitute the entire agreement and supersede and extinguish all prior agreements and understandings between us and you. If there is inconsistency between these terms and any other arrangement between us and you, these terms will prevail unless otherwise agreed in writing by the parties.

These terms will continue from year to year, unless it is agreed in writing to change them.

To confirm your acceptance of the above, please sign the **attached** Declaration in the space indicated and return the signed copy to our office.

DECLARATION:

I/WE

- Have read, understood, and agree to abide by the Terms of Engagement;
- Authorise any person or company, under the Privacy Act 1993, to provide SAS with any information required in providing the services;
- Undertake to pay accounts as they fall due;
- Acknowledge that in default of prompt payment, interest will accrue at the rate of 2.5% per month;
- Agree all unpaid accounts will incur collection/legal fees (as between solicitor and client).

Signed and accepted for:

TRUST

Trust Name: _____ Trust IRD Number: _____

Trustee Name: _____ Signed: _____ Date: _____

COMPANY

Company Name: _____ Company IRD Number: _____

Director Name: _____ Signed: _____ Date: _____

INDIVIDUALS

(Each individual to sign where we are to act on their behalf. Note it is important that we get your full name including middle name. It has to be identical to what the IRD have on record for you)

Full Name: _____

Signed: _____ Date: _____ IRD Number: _____

Date of Birth _____

Full Name: _____

Signed: _____ Date: _____ IRD Number: _____

Full Name: _____

Signed: _____ Date: _____ IRD Number: _____

Date of Birth _____