

## TERMS OF ENGAGEMENT

The following terms of engagement shall apply to all Services provided by Us to You.

### 1. SCOPE:

- 1.1. Prior to the commencement of engagement, we will send You a **letter** recording the scope and cost of the **Services** You require to be delivered.
- 1.2. By signing/acknowledging this **letter** You confirm that You have read and accepted the scope and cost of **Services** and these Terms of Engagement.

### 2. FEES, PAYMENT TERMS, INTEREST AND COLLECTION EXPENSES

- 2.1. We will charge You the agreed hourly rate or contracted rate as stated in the **letter** plus any associated costs on a weekly basis unless otherwise stated in the **letter**. Terms of payment are seven (7) days from the date of invoice, unless otherwise stated in the **letter**.
- 2.2. If you fail to make a payment by the due date You shall be liable to pay Us:
  - (a) Default interest on the amount outstanding calculated at 3.5% per month, and which shall accrue after as well as before judgement.
  - (b) All expenses, & administration fees, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to Your account.
- 2.3. These Terms remain in place after termination of Service until all fees are paid.

### 3. CONFIDENTIALITY AND INFORMATION

- 3.1. Subject to clause 3.4, we will treat all information made available by You in connection with any engagement, as Strictly Private and Confidential
- 3.2. Each party will both comply with all applicable provisions of the Privacy Act 1993.
- 3.3. You permit Us to collect use and retain information concerning You, for the purpose of assessing the Your credit worthiness or to enforce any rights under these terms of engagement.
- 3.4. You permit Us to disclose information obtained to any person where we are required to do so by New Zealand Law.
- 3.5. You authorise us to request information from a third party on your behalf provided such information is reasonably required by Us to perform the Services.

### 4. LIMITATION OF LIABILITY

- 4.1. You acknowledge that any bookkeeping Services provided by us to you are limited to the collection, classification and summarisation of financial information supplied by You. You will supply complete information promptly at the times agreed so that We can undertake the Services.
- 4.2. We wil not express any opinion on the accuracy of the material we compile or its suitability for purpose. We will not take active steps to identify weaknesses in your internal accounting system, errors, illegal

acts or other irregularities (such as non compliance with law or fraud). If we become aware of any irregularities etc we will report them to You.

- 4.3. You acknowledge that the Services do not include an audit or review of your financial information and

statements and accordingly we are not responsible for the accuracy of any material We prepare in reliance of any information provided by You. We are not Chartered Accountants and the use of our services do not constitute the receipt of accounting or taxation advice. If you require accounting, taxation or other financial advice please contact a Chartered Accountant.

- 4.4. If We are found to be liable to You (whether in contract, tort or otherwise) for any direct loss, damage or liability incurred by You in connection with the Services our total liability for all claims will be limited to [a refund of the amount of fees paid by You to Us in connection with the Services in respect of which the claim has arisen] or \$500.00
- 4.5. You agree to indemnify Us against all direct, indirect and consequential losses, damages, costs (including legal fees), fines, penalties and the like to which We may become liable in connection with any Services provided to You.
- 4.6. Nothing in the Consumer Guarantees Act 1993 will apply where You are acquiring the Services for business purposes.

## 5. TERMINATION OF SERVICES

- 5.1. We may cancel these Terms of engagement or cancel the Service by giving seven (7) days written notice to You. We shall not be liable for any loss or damage arising from such cancellation including but not limited to tax obligations, tax and Companies Office filing requirements.
- 5.2. You may cancel the Services of the contractor by giving seven (7) days notice in writing. You will be liable for any costs incurred by Us up to the date of termination, including any costs associated with termination.

## 6. ACCEPTANCE

- 6.1. Any subsequent instructions written or otherwise received by Us from You for the supply of additional Services, shall constitute continuing acceptance of these Terms of Engagement.
- 6.2. We may change these Terms of Engagement by notice to you in writing, which may be by email.

## 7. DEFINITIONS

“Us/We” means the “Contractor” as set out above. “You/Your” the person, client, authorised agent or legal entity described in the **letter**, or stated on the invoice or order form/ quote.

“Services” shall mean all services supplied by Us to You and includes any recommendations & advice.

