

# TYLER PRICE ACCOUNTANTS LIMITED TERMS OF ENGAGEMENT

## 1. Definitions

- 1.1 "Tyler Price", "we", "us" and "our" shall mean Tyler Price Accountants Limited or any agents, employees, or any subsequent entity renamed from any of the above.
- 1.2 "You" and "your" shall mean the client, any person acting on behalf of and with the authority of the client, or any person purchasing services from us with ostensible authority from the client.
- 1.3 "CAANZ" shall mean Chartered Accountants of Australia and New Zealand
- 1.4 "Services" shall mean all professional services provided by us to you on your instructions, including the provision of all incidental goods, professional accounting services, administration of trust, entities including associated Trustee Companies or software installation and support as the case may be or any fee, charge or disbursement cost association with the supply of services by us to you.

## 2. Responsibilities of Tyler Price

- 2.1. We will provide the agreed services in accordance with your instruction with reasonable skill, care and diligence in accordance with recognised professional standards.
- 2.2. The obligation on us to perform the services is subject to:
  - (a) You complying with your responsibilities;
  - (b) Any third party performing their respective obligations within a reasonable time (provided that if we are experiencing delays with a third party, we will contact you).

## 3. Acceptance

Any instructions received by us from you for the supply of services shall constitute acceptance of the terms and conditions contained herein by you and all entities related to you.

#### **4. The Scope of our Work**

You should have a clear understanding of the services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Please appreciate that in giving our advice we will be relying upon information provided by you and, perhaps, other agencies. We cannot be held responsible for errors, inaccuracies or omissions caused by such information being inaccurate, unavailable or delivered in an untimely fashion.

In accordance with Rule 2 of the CAANZ Code of Ethics, our firm must not compile financial information or permit our name to be associated with financial information that we know or believe to be false, incorrect, misleading or open to misconstruction, by reason of any omission or suppression of material fact or otherwise.

If the principal or a staff member becomes aware that information supplied by a client contains any material misstatements, errors or misleading information they must request the client to correct the material or provide additional information. If the client does not comply, our firm must reflect on the outcome of such consideration and may withdraw from the engagement.

#### **5. Anti-Money Laundering**

- 5.1. You must provide us with all documents to enable us to comply with our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, and other similar laws. You acknowledge and agree that we may confirm identity via electronic means including but not limited to Driver License checks via NZTA.
- 5.2. You acknowledge that we may have obligations to report suspicious transactions and related activities to the Financial Intelligence Unit of the New Zealand Police (FIU) under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and you unconditionally agree that we may provide any information required by law to them.
- 5.3. We may terminate this engagement at any time, in the event that you are investigated by the New Zealand Police for any matter, including but not limited to money laundering, criminal activity, and fraud.

## 6. Financial Statements

It is understood and agreed that:

- a) You accept responsibility for, and will provide us with accurate and complete information necessary to complete your financial statements and will accept responsibility for any failure to supply us with all relevant records and information; and
- b) The responsibility for the accuracy and completeness of the assertions in the financial statements remains with you;
- c) Each page of the financial statements will be conspicuously marked as being unaudited; and you will attach our disclaimer when distributing the financial statements to any third parties. If you fail to attach such disclaimer, then you will indemnify us against all claims, actions, damages, liabilities, costs and expenses incurred by us 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.
- d) If operating through a company, you will ensure that the company remains solvent. If the company continues to trade while insolvent, the company and directors will be in breach of the Companies Act 1993.

## 7. Maintenance of Statutory Records (for COMPANIES)

We understand that you are responsible for the maintenance of all statutory records at your Registered Office.

## 8. Filing of Returns with Registrar of Companies

We understand that our office is **not** responsible for the preparation and filing of company annual returns **unless** instructed and authorised by you.

## 9. Income Tax

You authorise us to act on your behalf as tax agent with Inland Revenue. This authorisation allows us to link all of the listed entities to our tax agency. We are responsible for the preparation and lodgement of income tax returns for all entities. However, the final responsibility for the accuracy and completeness of the returns remain with you.

Our address is used by Inland Revenue for service of notices and we are responsible for checking tax assessments and statements. We shall also endeavour to advise amounts due and due dates of tax instalments. The responsibility for paying the correct tax and paying on time rests with the taxpayer and not the agent. Any penalties arising from lateness, errors, wrong estimates or for any other reason are payable by you as the taxpayer.

## **9. Goods and Services Tax, Fringe Benefit Tax and Non-Resident Withholding Tax**

We shall prepare your GST, FBT and NRWT returns if requested to do so from information supplied by you but you are responsible for any payment by the due date.

## **10. Other Tax Types**

We will assist with other tax obligations as and when requested.

## **11. Insurance**

We confirm our understanding that the adequacy and extent of your insurance covers are regularly reviewed by brokers/insurance companies and discussed with you by them and that we are neither responsible nor liable for this function.

## **12. Department of Statistics Returns**

We will prepare Department of Statistics Returns **only** if requested by you

## **13. Accident Compensation Corporation**

You authorise us to act as your agent for ACC levy purposes. This authorisation allows our organisation to query and change information on your ACC levy account(s) through ACC staff, and through ACC Online Services.

## **14. Who will provide the services?**

Subject to review by the principal of the practice, your work or parts of it will be performed by a member of the team with the purpose of providing services on the most efficient, cost effective and timely basis. It is expected that the same team member will be responsible for your work from year to year: however, this could be subject to change when rebalancing of workloads among team members is deemed necessary.

Where we decide to contract work out, you authorise us to disclose your affairs to the third parties involved in the provision of outsourced services to you, providing that we shall bind such contractor to a duty of confidentiality and supervise such contractors work to ensure it meets the standards required of a Chartered Accountant under the codes of ethics of CAANZ.

## **15. Charges**

In determining the amount to be charged for the services we provide to you, we will consider certain criteria which include:

- Skill, specialised knowledge and responsibility required,
- Time and labour expended,
- The importance of the matter to you and the results achieved,
- The complexity and difficulty of the matter,
- The urgency and circumstances in which the business is transacted.

Among these factors, the time and effort required typically carry the highest weighting. We will keep accurate records of the time we devote to your work. We record our time in units of six minutes.

The hourly rates of our accountants and staff have an important bearing on the fees we charge. These rates are adjusted from time to time to reflect current levels of professional experience, changes in overhead costs, and other factors as they arise. Our rates are available on request.

## **16. Additional Charges**

We will charge you not only for professional services rendered, but also for other ancillary services provided. These include, but are not limited to:

- Companies Office fees,
- Banklink fees,
- MYOB fees,
- Xero fees,
- Tax specialist fees,
- Tyler Price contractors and any other third-party fee

We also charge a small annual fee for tax management services and provision of tax notices.

## **17. Termination**

You may terminate our representation at any time, with or without cause, by notifying us in writing. If such termination occurs, papers and property which you have provided to us will be returned to you promptly upon receipt of payment for any outstanding fees and costs. Our own work papers, records, files and any drafts created in the course of providing professional services will be retained in our office.

## **18. Cancellation or Suspension of Service**

We have the right without notice to cancel or suspend in whole or in part any agreement for the supply of services to you if you breach any of your obligations under this contract or fail to pay any money owing after the due date. Where there is a cancellation of this contract you agree to pay us all amounts outstanding at the time (including full payment for services which are partially completed and all disbursements and office services fees incurred by us whether directly or indirectly resulting from the cancellation or suspension.

## **19. Terms of Payment**

It is our policy to invoice as and when we complete year end accounts or perform significant amounts of billable work, such as preparing GST returns. We are unable to continue to act on any work or taxation matter if an account remains overdue.

We expect invoices to be paid by the due date and in accordance with the terms stated on our invoices. We reserve the right to terminate our services without further notice if our invoices remain unpaid by the due date. We also require the payment of all charges and disbursements to the date of termination, even if the work has not been completed. If work carried out results in a refund of taxation then we may request that the related fee be settled from the proceeds of this refund.

Interest may be charged, at our sole discretion, on any amount owing after the due date at the rate of 1.5% per month or part month.

You may authorise us from time to time to deduct fees due from any taxation/GST refunds received as your tax agent. We will provide you with notification by issuing an invoice of charges before we deduct fees. We will issue a reconciliation of the gross refund received less fees deducted.

## **20. Debt Collection**

You will be liable for all costs of enforcement and collection incurred by Tyler Price in relation to outstanding debt over three months old (including Debt Agency and legal cost).

## **21. Fee Estimates**

Where a fee estimate is given, this represents an estimate of fees and is subject to change. We will endeavour to alert you to any change in cost exceeding 50% of the estimate.

## **22. Electronic Correspondence**

You agree to receive various electronic correspondences from us from time to time including newsletters.

## **23. Dispute Resolutions**

If you have a dispute regarding our fees you should in the first instance, contact the principal or accountant assigned to you. If the dispute remains unresolved, you agree to the matter being submitted to either CAANZ for review by their fees resolution service or to the Disputes Tribunal.

## **24. Personal Guarantee by Person Signing Below**

Where you are trading via a Company, Trust or Limited Partnership, the persons signing below jointly and severally guarantee all of Tyler Price's charges arising from any engagement as if you/they personally instructed the work to be done. Any work completed on behalf of a minor, partner or dependent will also be personally guaranteed by you.

## **25. New Entities under your Group**

If you instruct us to act as the tax agent for a new entity/individual, this new entity/individual falls under this Terms of Trade Agreement.