

# Terms & Conditions

These Standard Terms & Conditions ("Terms") apply to any current engagement and to any future engagement, whether or not we send you another copy of them.

We are entitled to change these Terms from time to time by publication of the changed terms on our website at [www.pkftauranga.co.nz](http://www.pkftauranga.co.nz). Those changes will bind you for any matters for which we accept instructions after publication of the change.

Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

References in these terms to "we", "us" and "our" is to PKF Tauranga Limited.

## Services

The services we are to provide for you (the "Services") are outlined in our letter or Terms of Engagement along with any further instructions that you provide to us in writing (or that we record in writing).

As a Trusted Advisor, we will endeavor to find opportunities for you and your business to succeed. However, we are not qualified to provide legal or financial investment advice (as defined in the Financial Advisors Act). Therefore, any legal or financial investment discussions that we may have been general in nature and specific qualified advice should be sought.

You agree to and confirm that:

- You accept accountability for the accuracy, completeness and timeliness of all relevant records and information to us for the completion of the engagement.
- Our engagement does not include the investigation or discovery of internal control weaknesses, errors, illegal acts or other irregularities, including without limitation, fraud, or non-compliance with laws and regulations.
- You are responsible for any payment in relation to the engagement i.e. all taxes, penalties and interest by the relevant due dates.
- Any advice on payments or reminder letters received from us, should be reviewed by yourself to check that the payment proposed appears reasonable and that the date of payment is correct.
- You are responsible for retaining any original documentation as required by law.

## Conflict of Interest

- We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.
- We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

## Privacy, document security & document ownership

- We are required to comply with all applicable by-laws, rules, regulations, professional and ethical standards and guidelines of Chartered Accountants Australia and New Zealand and the New Zealand Institute of Chartered Accountants (NZICA). These requirements include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain in the course of this engagement to other parties, without your express consent, except as required by:
  - laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third-party auditor) and as required by the Common Reporting Standard)
  - professional obligations including:
    - the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'non-compliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.

- the provisions of the NZICA Rules, PKF Rules and Professional Standards that subject us to practice review, trust account audits, investigations and disciplinary procedures. These rules require us to disclose to NZICA and/or PKF, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to this engagement, may be made available to NZICA and/or PKF, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA and PKF are also bound by confidentiality under contract and by the NZICA Code of Ethics.
- We may collect, store, use and disclose your personal information for the purposes of providing the services described above and to comply with our conflict of interest obligations and in accordance with the disclosure exceptions outlined in this section. We will comply with the *Privacy Act 2020* when collecting, storing, using and sharing your personal information.
- You provide us with your express consent to disclose your information to:
  - our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement;
  - our professional advisors or insurers to the extent required to protect our interests in respect to this engagement;
  - our external peer reviewer to the extent required to review this engagement
- We may utilise third parties services, including those detailed below and other third parties from time to time and as separately notified to you, to perform the services. In utilising these third party services, we provide these third parties with access to your data to the extent this is required to perform the services.
- This requires information being sent to our service providers in accordance with our Privacy Policy.

Service provider	Service used	Location of data storage
AML Assist Limited	AML Customer Due Diligence	Cloud
Audit Shield	Accounting insurance	Cloud
Centrix	ID & address verification	Cloud
Backroom	General accounting service	Cloud
Connect	General accounting service	Cloud
Connectworks	Companies and Trusts admin	Cloud
TMNZ	Tax pooling service	Cloud
Tax Traders New Zealand	Tax pooling service	Cloud
Brandt Taxation Limited	Specialist tax advice	Cloud
Sybrand van Schalkwyk Tax Specialist	Specialist tax advice	Cloud

- We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis we maintain in respect to your information.
- We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices and also for professional reasons (e.g. to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.
- We may mention that you are a client for promotional purposes.
- We are authorised to obtain any further information necessary for the completion of the engagement from any third party you have had dealings with during the year. You provide this to overcome the restrictions on the *Privacy Act 2020*. This will normally be used for obtaining information from ACC, financial institutions and legal firms.
- You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement, unless you tell us otherwise.
- We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.
- All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping and in accordance with our professional and legal obligations.

## Limitation of Liability

- The maximum aggregate liability that we have to you is 5 times the fee charged, up to a maximum of \$30,000. This limit applies to the extent permitted by law, whatever you are claiming for and however liability arises or might arise if not for this clause whether in contract, tort (including negligence), equity or otherwise. We will not have to pay you more than the maximum amount for anything caused by or resulting from anything we do or do not do, or delay in doing, whether or not it is contemplated or authorised by any agreement with you.
- We will not be liable for any indirect or consequential loss including any loss of profits incurred by you in connection with the work we do for you.
- If you are more than one person (such as a couple, partnership or group), this maximum is the maximum combined amount that we will have to pay you together.
- If you engage us to do work for the purposes of a business, you agree the Consumer Guarantees Act 1993 does not apply. Otherwise nothing in this clause limits any rights you may have under the Consumer Guarantees Act 1993.
- Nothing in this clause limits our rights under the Contributory Negligence Act 1947 and Law Reform Act 1936 to the extent that you or any third parties are also responsible to some extent for any loss or liability that you incur in connection with our work.
- We will not be liable for any loss or liability caused or contributed to by inaccurate or incomplete information supplied by you or third parties (including public records and expert witnesses) or because you did not receive or read a communication, we sent you.
- We will not be liable for any loss or liability that any third party incurs as a result of relying on any work we do for you.
- You indemnify us and our directors, employees and agents against loss or liability that we incur as a result of you breaching these terms or any claim by any third party against us in connection with any work that we do for you. This clause is intended to be enforceable by our directors, employees and agents for the purposes of the Contracts (Privity) Act 1982.

## Our Fees

- Please refer to our website <https://pkftauranga.co.nz/fees> for the latest fees.
- Our fees are generally calculated on the basis of the time and costs involved, but to ensure that our fees are reasonable having regard to your interests and ours, we also take into account matters such as market expectations, complexity, urgency, value and importance of the Services. Fees in addition to our compliance engagement, will be charged for, but not limited to the following:
  - Meetings and phone consultations,
  - Written, email and verbal advice,
  - Consulting work outside the scope of this engagement,
  - Liaising with the IRD to resolve tax matters, disputes and objections,
  - AML, CRS, FATCA and other agency compliance requirements, Fees and reimbursements of costs will be billed as the work progresses.
  - Third party costs on charged may include a mark up and/or commission.
- Unless otherwise agreed, payment of our services is due 14-days from rendering the invoice.
- You agree to provide and personally guarantee all fees incurred by you and all associated entities.
- If the account is not paid within 30-days after the due date, our debt recovery agency may charge you a fee equal of 25% of the unpaid portion of the invoice amount and all other legal and collections costs not covered by the fee.
- We also reserve the right to charge interest at the rate of 13% per month from the due date. We shall be entitled to exercise a general lien over the books, records, related documents, and other such chattels that may come into our possession for the purpose of performing professional services for you until all costs and charges whatsoever or professional services of any nature to you have been fully paid.
- We reserve the right to require full payment of outstanding fees upon collection of completed work if our payment terms have not been adhered to previously.
- Any fixed fee arrangement agreed upon is limited to the services contained in the arrangement and for the specific financial year. If the engagement is ceased before completion then the time & cost incurred will be billed and offset against any monthly payment received.