

A1 Accounting & Taxation Services Limited– Terms & Conditions of Trade

1. Definitions

1.1 "Consultant" shall mean A1 Accounting & Taxation Services Limited and its successors and assigns.

1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.

1.3 "Guarantor" means that person (or persons), or entity that agrees to herein to be liable for the debts of the Client if a Limited Liability Client on a principal debtor basis.

1.4 "Services" shall mean all services supplied by the Consultant to the client and includes any advice or recommendations (and where the context so permits shall include and supply of Services as defined supra)

1.5 "Fee" shall mean the cost of the Services as agreed between the Consultant and the Client for the subject to clause 4 of this contract.

2. Acceptance

2.1 Any instructions received by the Consultant from the Client for the supply of Services shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of Fees and costs for work completed.

2.3 Joint and severable liability referred to in 2.2 applies to the liability of Individual partners for a Partnership or joint venture, individual directors or shareholders for a company and individual trustees for a trust.

2.4 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the consultant.

2.5 None of the Consultant's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Consultant writing nor is the Consultant bound by any such unauthorised statements.

3. Services

3.1 The Services shall be as described on the invoices, quotation, or any other work commencement forms as provided by the Consultant to the Client.

4. Fees and Payment

4.1 Fees :

Our fees are charged on a time spent basis, which means that we charge for all time spent attending to your matters, including but not limited to financial accounts and tax returns, companies office annual returns, instalment arrangements with IRD, telephone calls and research as required

Consultants shall charge a client a fair and reasonable fee for the work done having regard to the interests of both client and consultant. Such charges are required to take into account all relevant factors, and in particular:

(a) The time and labour expended;

(b) The skill, specialised knowledge, and responsibility required to perform

the services properly;

(c) The urgency and circumstances in which the matter is undertaken and

any time limitations imposed, including those imposed by the client;

(d) The complexity of the matter and the difficulty or novelty of the questions involved;

(e) The experience, reputation, and ability of the consultant

(f) Whether the fee is fixed or conditional

(g) Any quote or estimate of fees given by the consultant

(h) Any fee agreement (including a conditional fee agreement) entered into

between the consultant and the client;

(i) The reasonable costs of running a practice;

(m) The fee customarily charged in the market and locality for similar accounting services.

The relative importance of the factors set out above will vary according to the particular circumstances of each transaction.

Disbursements and Third Party Expenses:

In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services These will be included in our invoice to you, shown as disbursements when expenses are incurred.

Office Service charge Fee

Included in disbursements is our annual office service charge to cover photocopying, printing, email reminders and scanning of documents

4.2 At the Consultants sole discretion the Fee shall be either;

(a) The Price shall be as indicated on invoices provided by the Consultant to the Client In respect of Services supplied; or

(b) The Price of the Services shall, subject to clause 4.2, be the consultants quoted Price, which shall be binding upon the consultants provided that the client shall accept in writing the consultant s quotation within ten (10) days.

4.3 The Consultant may by giving notice to the client (verbally or otherwise) at any time before delivery increase the Price of the Services to reflect any variation from the plan of scheduled works or specifications beyond the reasonable control of the consultant which increase the cost of the Services by more than 10% of the quoted Price.

4.4 At the Consultant's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Services and shall become immediately due and payable.

4.5 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the service

4.6 The Consultant may withhold delivery of the Services until the Client has paid for them, in which event payment shall be made before the delivery date.

4.7 At the Consultant's sole discretion, payment for approved Clients shall be made by instalments in accordance with the Consultant's delivery/payment schedule.

4.8 At the Consultants sole discretion, payment will be due fourteen (14) days following the date of the invoice.

4.9 Payment will be made by cheque, or by bank cheque, or by direct credit as agreed to between the Client and the Consultant.

4.10 The fee shall be increased by the amount of any GST

4.11 In the event that the consultant becomes in possession of any payment due to the Client **including any tax refund** then the Client expressly authorises the Consultant to pay those funds into the Consultants trust account and to subsequently to use those funds to pay fees owing by the Client to the Consultant at that time.

5. Delivery of Services

5.1 Delivery of the Services shall be made to the Client's nominated address. The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery, or delivery of the Services shall be made to the Client at the Consultants address.

5.2 The failure of the Consultant to deliver shall not entitle either party to treat this contract as a repudiated.

5.3 The Consultant shall not be liable for any loss or damage whatever due to failure by the Consultant to deliver the Services (or any of them) promptly or at all.

Signed _____

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6.Errors & Omissions

6.1 The Client shall inspect the Services on completion and shall within seven (7) days of completion notify the Consultant of any alleged defect, or failure to comply with the description or quote. The Client shall afford the Consultant a reasonable time following completion to inspect the Services, if the Client believes the Service is defective in any way. If the Client shall fail to comply with these provisions the Services shall be conclusively presumed to be in accordance with the terms and conditions.

7 Default & Consequences of Default

7.1 Payments on account are to be made within 14 days of the date of the invoice. An overdue fee of \$25.00 will be charged per month for every month the account is more than 30 days overdue.

7.2 For accounts that are more than 90 days overdue we reserve the right to transfer the debt to our nominated debt collection agency. You agree to pay any charges that are incurred in relation to the debt collection, unless the account is in dispute. By signing below you accept personal liability for fee charged relating to the company or entities on the attached Terms of Engagement. This applies to all fees rendered by our firm for all work undertaken.

7.3 If the Client defaults in payment of any invoice when due, the Clients shall indemnify the Consultant from and against all the Consultant's costs and disbursements including on a solicitor and own Client basis and in addition all of the Consultants nominees costs of collection of fees.

7.4 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Consultant may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The consultant will not be liable to the Client for any loss or damage the Client suffers because the Consultant exercised its rights under this clause.

7.5 In the event that:

- (a) Any money payable to the Consultant becomes overdue, or in the Consultants opinion the Client will be unable to meet its payments as they fall due, Or,
 - (b) The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, Or;
 - (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client,
Then without prejudice to the Consultant's other remedies at law.
- (i) All amounts owing to the Consultant shall, whether or not due for payment, immediately become due and payable.

8. Cancellation

8.1 The Consultant may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. On giving such notice the Consultant shall promptly repay to the Client any sums overpaid in respect of the fee for those Services not completed. The Consultant shall not be liable for any loss or damage whatever arising from such cancellation.

8.2 At the Consultants sole discretion the Client may cancel delivery of Services. In the event that the Client cancels delivery of Services the Client shall be liable for any costs incurred by the Consultant up to time of cancellation.

9. Privacy Act

9.1 The Client and the Guarantor/s (if separate to the Client) authorises the Consultant to collect, retain and use any information about the Client, for the purpose of assessing the Clients

creditworthiness, physical location or marketing any Services provided by the Consultant to any other party.

9.2 The Client authorises the Consultant to disclose any information obtained to any person for the purpose set out these conditions.

9.3 Where the client is a natural person the authorities under (clause 9.1 & 9.2) are authorities or consents for the purposes of the Privacy Act 1993

10. Clients Disclaimer

10.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Consultant and the Client acknowledges that he buys the Services relying solely upon his own skill and judgement.

11.General

11.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

11.2 All Services supplied by the Consultant are subject to the laws of New Zealand and the Consultant takes no responsibility for changes in the law, which affect the Services supplied.

11.3 The Consultant shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Consultant of these terms and conditions.

11.4 In the event of any breach of this contract by the Consultant the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Consultant exceed the Fee of the Services.

11.5 Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable.

11.6 The Client shall not set off against the Fee amounts due from the Consultant.

11.7 The Consultant may licence or sub-contract all or any part of its rights and obligations without the Client's consent.

11.8 The Consultant reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Consultant notifies the Client of such change.

Signed _____
