

CONTRACTUAL TERMS FOR THE PROVISION OF SERVICES – ACCOUNTING SERVICES/COMPILATION ENGAGEMENTS

Dodd & Associates Limited (and/or its successors or assigns) and **Error! Reference source not found.**, enter into any engagement for the provision of services upon the following terms:

- A. Unless a written quote is provided by Dodd & Associates, all services are provided on a time and attendance basis.
- B. Services include, not exclusively, written and oral advice
- C. Where you are involved in a company structure in consideration of Dodd & Associates providing services to the company, you personally guarantee both jointly and severally all of Dodd & Associates charges arising out of any engagement as if you were the principal debtor. You also acknowledge that you execute this contract both in a personal capacity and on behalf of the company (where applicable).

1. DEFINITIONS

“Dodd & Associates”, “we”, “us”, “our” and “our personnel” shall mean Dodd & Associates Limited as the case may be or any agents, employees, assignee, sub-contractors, or any subsequent entity renamed from any of the aforementioned.

“You”, “Your”, or “Yourself” shall mean the Client(s), any person(s) acting on behalf of and with the authority of the Client(s), or any person(s) purchasing services from us with ostensible authority from the Client(s).

“Services” shall mean all professional services available from Dodd & Associates provided by us to you or acquired by Dodd & Associates for you on your instructions, including, not exclusively, the provision of all incidental goods, professional accounting services, Company formations, the provision of Trust Deeds, the formation and administration of Trusts, professional advice, taxation consultancy, or software installation and support as the case may be or any fee, charge, disbursement, or any other additional or ancillary costs associated with the supply of services by us to you.

2. ACCEPTANCE

Any instructions received by us from you for the supply of services or other associated undertaking shall constitute an understanding and acceptance of the terms and conditions contained herein.

3. RESPONSIBILITIES OF DODD & ASSOCIATES

We will provide the agreed services in accordance with your instructions with reasonable skill, care and diligence in accordance with our Engagement Conditions and recognised Professional Standards. The obligation on us to perform services is subject to:

- (a) You complying with all your responsibilities herein;
- (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).
- (c) Any Act of God or delay or failure beyond our control as per Clause 14 – Force Majeure

4. SECONDARY CONSULTANTS AND AGENCY

You authorise us to contract either as principal or agent for any services or part of the services deemed at our sole discretion necessary to fulfill our responsibilities.

Where we enter into a contract of this type you agree to pay any and/or all amounts due under that contract plus our normal profit margin including any administration fee incurred.

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.

5. LIABILITY

You acknowledge that we can only work with the data and facts that you provide and you indemnify Dodd & Associates from any and all claims, liabilities and costs that are brought against us or any of our personnel from any party including yourself/selves that arise in connection with any services provided to you.

Should any claim for direct or indirect damages against us arise in respect of any services provided, they shall not in any case exceed the fee rendered for the services in respect of such damage arising.

6. GUARANTEES

The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. Our liability shall only apply to the minimum extent required by any statute.

You acknowledge that if our services are provided to you for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 shall not apply to our supply of such services.

7. COPYRIGHT AND INTELLECTUAL PROPERTY

We retain outright and absolute ownership of, and have copyright in all work, documents, working papers, software, or any other act(s) or work produced by us in connection with our services.

8. RESPONSIBILITIES OF YOU THE CLIENT

You will provide to us clear instructions including all information, which may be relevant to the provision of services. If you should fail to provide to us clear instructions and/or adequate data, we shall use our best professional judgement, in which case any and all responsibility and/or costs arising from this lies with you.

Should you for any reason decide to terminate our services you will pay to us all amounts due (including full payment for services which are partially completed and all disbursements and ancillary costs incurred by us whether directly or indirectly arising from your termination of this agreement). We will retain ownership of all working papers and records produced by us and will only release copies of these to any subsequent accountant after all outstanding invoices have been settled in full.

9. DISPUTE RESOLUTION

If you have a dispute regarding our fees you should in the first instance, contact the accountant or consultant assigned to you or a Director of Dodd & Associates.

If the dispute remains unresolved, we retain sole discretion to submit the matter to the New Zealand Institute of Chartered Accountants (‘NZICA’) for review by their Fees Resolution Service. If this course is taken, you agree it and the decision of NZICA shall be final.

10. JURISDICTION

This agreement and all relationships and attendees resulting from it are to be governed and construed in all respects in accordance with the laws of New Zealand.

11. ALTERATIONS TO THIS AGREEMENT

Where the terms of this contract are at variance with any instruction from you, this agreement can be tailored to your particular requirements but we must agree to this in writing.

12. NON-WAIVER

Failure by us to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

13. CANCELLATION AND SUSPENSION

We retain the right to suspend or cancel, in whole or in part without notice, 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 by the due date for payment.

Where there is any cancellation or suspension of this contract under this clause you agree to pay us all amounts outstanding at the time (including full payment for services which are partially completed and all disbursements and ancillary costs incurred by us whether directly or indirectly resulting from the cancellation or suspension).

14. FORCE MAJEURE

We shall not be liable for any delay or failure to perform our obligations arising from any Act of God or if the cause of the delay or failure is beyond our control.

15. ASSIGNMENT

You shall not assign all or any of your rights or obligations under this agreement without our prior written consent.

16. MISCELLANEOUS

This agreement is the total agreement and supersedes and revokes any and all prior agreements whatsoever, whether oral or in writing

17. CHARGES

All of the foregoing services will be charged on a time-engaged basis unless specifically agreed otherwise between us in writing. All representations regarding charges are exclusive of GST.

Where a fee has not been agreed in writing, we shall provide any services at the same rate that such services are provided by us to our other clients at the time of the contract, and this shall include time taken to travel, investigate and report, as well as transport costs, any disbursements and ancillary costs

We reserve the right to increase charges without notice.

A flat fee may be rendered for advising you of provisional and terminal taxation obligations and refunds and/or monitoring your Income Tax accounts with the IRD

You agree to reimburse us for all disbursements incurred by us while providing services to you.

You also agree to remunerate us for any reasonably incurred ancillary costs associated directly or indirectly to the services provided including any urgency premium allocated

18. PAYMENT

Regardless of when charged all invoices are due for payment in full on the 20th of the month following the date of invoice. All payments and transactions must be in New Zealand dollars. Interest at 1.5% per month will be charged on any invoice not paid by the due date in whole or in part, at our sole discretion without notice. If any invoice rendered from this office is not paid by the 20th of the following month all work by us may be suspended or cancelled in part or in whole without notice until all outstanding invoices and all work up to the time of suspension are paid in full. If the invoice is not paid within 30 days after the due date, our debt collection agent will charge you a fee of \$241.50 (incl) plus a commission of up to 20% of the unpaid amount plus fees. Where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing exceeds the debt collection fee charged, our debt collection agent is also entitled to recover such additional costs from you. Clauses contained herewith are intended to be for the benefit of and enforceable by our debt collection agent and other third parties under the Contracts (Privity Act) 1982.

19. REFUND POLICY

Our policy is that we are accurate and fair with our billing. If a client thinks they have been overcharged we encourage them to raise the matter with us before settling their invoice. Any refunds paid out will be in New Zealand dollars.

20. CANCELLATION POLICY

We do not have a cancellation policy.