

Terms of Engagement

Brix Accounting Limited ("BAL") will prepare your annual financial statements, all Inland Revenue returns where required, provide advice, and any other jobs as requested, from the information provided by you (the "services").

BAL will not audit or otherwise verify the data you submit, and by agreeing to these terms you warrant that all information provided by you is accurate. We may provide you with questionnaires or worksheets to assist us in obtaining the necessary information. You should retain all the documents and other data for at least seven years to satisfy various statutory requirements.

You acknowledge that BAL will delegate the necessary or implied authority to our employees to carry out the services on BAL's behalf. Therefore, reference to BAL in these terms also includes our employees acting under such authority.

INLAND REVENUE ("IRD")

You give authority for BAL to:

- Act on your behalf with IRD for all tax types until further notice as your Tax Agent, and to link your tax records to BAL's Tax Agency for all tax types.
- Obtain any information from IRD relating to your tax affairs which includes accessing information via IRD's online website services, and to become the mailing address for any correspondence from IRD. The communication above will be by various means, including telephone, internet, facsimile, email, and other correspondence.
- Sign any IRD correspondence on your behalf, which includes any IRD returns. Although BAL may prepare IRD returns on your behalf, you acknowledge that this does not absolve you of the responsibility for ensuring any IRD returns filed are true and correct, and meeting any other IRD obligations.

ACC

You agree to allow BAL to access and change information through the ACC online service and deal directly with ACC staff.

You acknowledge that this will allow BAL to, at our discretion, delegate access to our employees. This allows the employee of BAL to query and change your ACC Levy account information through ACC staff.

- You understand that ACC is not liable for any action done in accordance with this authority.
- You understand that this authority comes into effect from the date ACC this form is signed.
- You understand that the information provided on this form will only be issued to fulfil the requirements of the Accident Compensation Act 2001, and that ACC complies at all times with the Privacy Act 1993, and the Official Information Act 1982.

PRIVACY

By confirming your agreement to these terms, you authorise BAL under the provisions of the Privacy Act 1993 to access any information held by your bankers, solicitors, finance companies, IRD, any other organisation or department that may be required throughout the course of our engagement, and to also obtain credit reports from any credit reporting agency.

LIABILITY

We will not be liable for any loss or damage of any kind whatsoever, arising from the supply of the services by us to you including consequential loss whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the services provided by us to you.

If any provision of these terms is invalid, void, or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired. Failure by us to enforce any of these terms will not be deemed to be a waiver of any of our rights or obligations under these terms.

FEES / PAYMENTS

We will provide you with an upfront quote for our fee based on receiving complete and tidy records from you in the format discussed at the time of consultation. If the situation changes and we need to increase the price, we will contact you first to discuss options.

Prices quoted do not include GST, unless stated in writing. All costs incurred by us because of a default by you including but not limited to administration charges, debt collections costs and legal costs as between solicitor and client will be payable by you.

It is our policy to invoice on completion of any work, or prior to completion for any work that may take several months to complete, and in advance in certain situations such as that of our monthly payment plans. In all cases payment is due 7 days after the invoice date.

CHANGES TO TERMS OF ENGAGEMENT

These terms constitute the entire agreement and supersede and extinguish all prior agreements and understandings between us and you. If there is inconsistency between these terms and any other arrangement between us and you, these terms will prevail unless otherwise agreed in writing by the parties.

These terms will continue from year to year unless it is agreed in writing to change them.

To confirm your acceptance of the above, please sign the attached Declaration in the space indicated and return the signed copy to our office (scanning and emailing is acceptable).

DECLARATION:

I/WE

- Have read, understood, and agree to abide by the Terms of Engagement;
- Authorise any person or company, under the Privacy Act 1993, to provide BAL with any information required in providing the services;
- Undertake to pay accounts as they fall due;
- Agree all unpaid accounts will incur collection/legal fees (as between solicitor and client).

Signed and accepted for:

Individuals

Name _____

Signature _____ Date _____ IRD # _____

Name _____

Signature _____ Date _____ IRD # _____

Company

Company Name _____

Director Name _____

Signature _____ Date _____

Director Name _____

Signature _____ Date _____ IRD # _____

Trust

Trust Name _____

Trustee Name _____

Signature _____ Date _____ IRD # _____

*** Note: For us to satisfy AML regulations we need all individuals if not signed in person to send us a copy of photo identification (i.e., Driver's licence/Passport) and proof of address (i.e., Utilities bill/Bank statement)**