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Terms of Engagement

Client Full Name: "the Client" IRD Number:
Address:
Email: Cell Phone:

It is understood and agreed that:

Quantum Accounting & Business Solutions Ltd ("Quantum", "we", "us" or "our") is appointed as accountant for the Client named above and any related entities ("you" or "your") for the purposes of preparation of any Financial Statements required and filing of Taxation Returns with the Inland Revenue Department. Quantum is authorised to sign any form or to file any return on the Client's behalf and to obtain or provide information in respect of all tax types by any method including via electronic communications.

The standard Terms of Engagement set out below are accepted. If this is being completed on behalf of a non-individual, the person signing this document has been authorised to do so for and on behalf of the Client or other entity involved.

1. The client for whom work is carried out by Quantum ("the client") appoints Quantum Accounting & Business Solutions Ltd ("Quantum" or "you") as agent with to act on the clients' behalf for all tax types for the purposes of completion of Taxation Returns with the Inland Revenue Department. Authority is given by the client to obtain information from Inland Revenue about all tax types. This includes obtaining information through all Inland Revenue media and communications channels. Quantum is authorised to sign any form or to file any return on the client's behalf.
2. The client also authorises Quantum to act as agent on the clients' behalf regarding Accident Compensation Corporation matters (including as set out in ACC form 1766) and in regard to the Companies Office or any other Government Departments or other organisations in respect of the client's business or taxation matters. The client understands that it is the client's responsibility to review and ensure that they have adequate ACC cover in place.
3. The client will forward information for the preparation of any Financial Statements and Taxation Returns required and declares that this information will be correct and complete, and do not wish Quantum to conduct an audit or review of this information. Quantum cannot be held accountable for incomplete or erroneous information supplied by the client, nor for transactions that occur outside of the financial records such as property or barter transactions. The client understands that Quantum accepts no liability for the accuracy of the information supplied and that Financial Statements are prepared for the client's information only. The client also acknowledges that in the preparation of Financial Statements and Taxation Returns, assumptions and determinations are made that may differ from any interpretations made by Inland Revenue and Quantum will not be liable for claims or losses including any penalties imposed by the Inland Revenue Department. The client will keep invoices and records to support any expenses paid and all other records required for tax purposes for a minimum of seven years to support returns prepared.
4. In terms of the Privacy Act 2020, the client authorises Quantum to obtain any information that may be required in connection with any accounting services that we may engage Quantum to complete, including but not limited to preparation of our Financial Statements and Taxation Returns. The holder of any such information is authorised to release that information to Quantum on sighting this form. Quantum is authorised to supply information on the client's affairs or for any entity in which we are involved to any bank, solicitor or any other party notified to Quantum by us or that Quantum consider should receive this information.
5. The client acknowledges Quantum's terms of trade for any work carried out on the client's behalf (including that Trustees, Settlers or Beneficiaries signing these Terms of Engagement personally guarantee payment for accounts on behalf of any Company, Trust or other Entity that the client is involved in) and that payment of accounts is due on the 20th of the month following invoice and that interest of 2% per month plus collection charges may be added to outstanding accounts. Where Quantum pay for or manage any subscriptions on our behalf Quantum may be paid a commission from the service provider. GST is added at time of invoicing.

I have read and agree to the Terms of Engagement and all conditions as set out above and any supplementary pages.

Client Signature :

Date:

Terms of Engagement continued

6. In the unfortunate circumstance that a disagreement arises between over fees, the first option is to attempt to resolve any issues amicably by discussion. If this is unsuccessful then both parties agree to use the Fees Resolution Service of the Chartered Accountants Australia New Zealand (CAANZ) to resolve the matter. Details of this Service are available from the Institute. Quantum is entitled to retain possession of all records that have been used in relation to this engagement until outstanding fees are settled.
7. All New Zealand accounting practices are subject to New Zealand's Anti-Money Laundering and Countering Financing of Terrorism Act legislation. Where Quantum is required to conduct customer due diligence, this Act does not allow Quantum to act, or continue to act, for clients unless Quantum have conducted that due diligence. Accordingly, Quantum may be required to verify entity, shareholder, director, settlor, trustee or beneficiary details for the purposes of the anti-money laundering laws and may request or provide such information as required for this purpose from any source.
8. The provisions of the CAANZ Code of Ethics will apply if Quantum becomes aware of actual or potential 'non-compliance with law and regulation'. Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees, or the public), Quantum may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority and Quantum are authorized by the client to do this if they consider it necessary. The provisions of the CAANZ Rules and Professional Standards subject Quantum to practice review, audit, investigations, and disciplinary procedures. These rules require Quantum to disclose to CAANZ, its practice reviewers and/or its disciplinary bodies, its files and workpapers including client information. In accepting this engagement, the client acknowledges that, if requested, files related to this engagement, may be made available to CAANZ, its practice reviewers and/or its disciplinary bodies.
9. Quantum may collect, store, use and disclose personal information in relation to the client and associated entities or individuals for the purposes of providing the services described in the engagement letter and to comply with obligations in the sections above. Quantum will comply with the Privacy Act 2020 when collecting, storing, using, and sharing any personal information. Quantum's Privacy Policy provides further details of privacy practices and its obligations. In accepting this engagement, the client provides Quantum with express consent to disclose any information to:
 - service providers, employees, contractors and regulatory bodies to the extent required to perform services in respect to this engagement;
 - professional advisors or insurers to the extent required to protect any interests in respect of this engagement;
 - Quantum's external peer reviewer/s to the extent required to review any engagement.Quantum will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis in respect to this information. Quantum may retain any information during and after an engagement to comply with legal requirements, as part of any regular back-up or archiving practices, and also for professional reasons (e.g., to perform the work under this engagement or to comply with any professional and ethical obligations). Quantum will continue to hold such information confidentially as far as can reasonably be expected subject to the clauses in this Agreement.
10. Quantum will prepare financial statements in accordance with the Tax Administration Financial Statements Order 2014 or as otherwise advised. These will be prepared on a special purpose basis for taxation and management purposes only. Quantum's advice and information is for the sole use of the client and Quantum accept no responsibility to any third party, unless Quantum has expressly agreed in the engagement letter that a specified third party may rely on this work.
11. To the maximum extent permitted by law, Quantum's maximum aggregate liability (including of its directors, employees, contractors, and partners) under or in connection with this or any engagement letter or for any other work carried out is limited to the amount of the fee charged by Quantum for that work in the preceding twelve months or a maximum of \$10,000. We agree that neither we nor any entity in which we are involved will bring any claim against any of Quantum's Directors, employees, contractors, or partners in their personal capacity. To the maximum extent permitted by law, we agree that Quantum (including its directors, employees, contractors, and partners) are not liable to the client or any other party for:
 - indirect, special, or consequential losses or damages of any kind; or
 - liability arising due to the acts or omissions of any other person or circumstances outside Quantum's reasonable control, or the breach of these terms.
12. While Quantum will attempt to protect and secure all data and information provided or held in respect of any clients. The client accepts and agrees that Quantum will not be liable for the loss of any data or information due to circumstances such as (but not limited to) fire or flood damage, theft, loss, online hackers, computer viruses, system malfunction or human error. Should the client receive any information in error, the client agrees to advise Quantum immediately and to follow Quantum's requests to delete or destroy such information without any other party being able to view or access that information.