

Standard Terms of Engagement

Full Legal Name	
IRD Number	

We appreciate the opportunity to work with you. These Terms of Engagement confirm our appointment to act as your accountants and business advisers and set out the conditions under which we will provide our services. Please review and return a signed copy before we commence work.

Engagement Scope and Responsibilities

We will provide accounting and taxation services as requested, including:

- Financial statements: Preparation of financial statements for taxation purposes based on information you provide, on a compilation basis, in accordance with Inland Revenue requirements and applicable New Zealand professional standards.
- Tax compliance: Preparation and filing of tax returns, including Income Tax, GST, PAYE, FBT, RWT, IPS, DWT, and other applicable returns.
- Payroll and reporting: Assistance with payroll processing and management reporting as required.
- Business and tax advice: Provision of general business and taxation advice when requested or when we consider it may benefit you.

We will not undertake an audit or review unless separately agreed. Our work does not involve verification of the information provided, and reports will include the appropriate compilation disclaimer.

Where professional standards require independence, we confirm that we comply with all applicable requirements and will advise you promptly if any situation arises that could affect our independence.

You are responsible for the accuracy and completeness of all information provided and for maintaining adequate accounting records. You must review financial statements and tax returns before they are finalised or filed. We will not be responsible for errors or omissions resulting from inaccurate or incomplete information supplied by you.

We will exercise reasonable care and professional skill in providing our services, comply with all professional and ethical standards, keep you informed of significant matters affecting your affairs, and perform our services within agreed timeframes.

Any additional work outside our usual services will be discussed with you before commencement.

Where we provide payroll processing services, including the calculation of wages, PAYE, KiwiSaver, and other deductions, together with the preparation of payroll reports, we do not provide employment law advice or assume responsibility for employment-related decisions.

Use of Advice and Information

We will endeavour to record important advice in writing. Verbal advice should not be relied upon unless confirmed by us in writing. Our advice is provided solely for your use, and we accept no responsibility to any third party unless expressly agreed.

We may use third-party service providers to assist in delivering our services, including cloud software, document storage, IT support, and professional tools. These providers may store or process data outside New Zealand.

We take reasonable steps to ensure any service providers we use have appropriate confidentiality, privacy, and security safeguards. However, while we remain responsible for the professional services we provide to you, we are not responsible for the performance of third-party systems.

By engaging us, you consent to the use of such service providers as required to deliver our services. If you have any concerns about a particular provider, please contact us.

Confidentiality, Privacy, and Data Security

We maintain strict confidentiality over all personal, financial, and business information you provide, except where disclosure is authorised by you, required by law, or permitted under professional standards. Where we act for spouses, partners, or related entities, we may communicate and provide advice to either party, unless you instruct us otherwise.

We comply with the Privacy Act 2020 in the collection, storage, use, and disclosure of your personal information. Information will be collected only to the extent necessary to provide our services, and we will take reasonable steps to ensure it is accurate, complete, and up to date.

Electronic communications, including email and cloud-based platforms, may be used in delivering our services. While we take reasonable precautions, we cannot guarantee that electronic communications are secure, private, or free from viruses or other malicious code. Both parties are responsible for maintaining appropriate backup procedures, antivirus protection, and security measures for any systems used to send, receive, or store data.

Your data may be stored within New Zealand or overseas via reputable cloud or software providers. We take reasonable steps to ensure that all storage arrangements meet legal, regulatory, and professional requirements, including safeguards to protect confidentiality and integrity of your information. You acknowledge and accept that, despite reasonable precautions, storage in electronic or offshore systems carries inherent risks beyond our control.

Non-Compliance and Ethics Obligations

Under the CA ANZ Code of Ethics, we are required to respond appropriately if we become aware of actual or suspected non-compliance with laws or regulations (NOCLAR) that could have a material impact on your affairs. Where such matters are identified, we will generally raise them with the appropriate level of your management or those charged with governance. If the matter is not adequately addressed, or if required by law or professional standards, we may disclose relevant information to the appropriate regulatory or governmental authority.

We will notify you promptly of any actual or potential conflicts of interest that arise in our relationship with you or between you and another client. Where conflicts cannot be appropriately managed in a manner that protects your interests, we may be required to cease acting for some or all affected parties.

We are subject to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. To comply with these obligations, we may require identification, verification, or other information from you. Work may be suspended, delayed, or declined if we are unable to complete the required due diligence.

We do not provide investment or financial advice regulated under the Financial Markets Conduct Act 2013 or related legislation. Any advice we provide is limited to accounting, taxation, or business matters and should not be relied upon as regulated financial advice.

Fees, Invoices, and Payment

Fees for our services are determined either by a negotiated quote or by the time spent performing professional services, taking into account the skills, specialised knowledge, and responsibilities required.

We may suspend or withdraw our services and decline to undertake further work until all fees are paid in full or until a satisfactory repayment arrangement is agreed. We will not be liable for any penalties, interest, or other consequences resulting from delayed filing or completion of services due to non-payment.

Invoices may be issued periodically, including monthly, upon completion of a matter, at the termination of engagement, or when significant expenses are incurred. Any dispute regarding an invoice must be raised in writing within 21 days of the invoice date.

Accounts rendered by Mead Stark Limited are due for payment in full on the 20th of the month following the invoice date. You personally guarantee payment of all fees, and if payment is not made in accordance with these terms, Mead Stark Limited is entitled to charge interest on overdue amounts at a rate of 2% per month, calculated from the first day after the due date.

In addition, you agree to reimburse Mead Stark Limited for all costs incurred in the recovery of outstanding fees, including reasonable solicitor's fees, debt collection agency fees, and any other expenses reasonably incurred in pursuing payment.

Authorisations and File Management

You authorise Mead Stark Limited and its employees to act as your agent with Inland Revenue, the Accident Compensation Corporation (ACC), and any other third parties as necessary to perform the services outlined in this engagement. This authority includes, but is not limited to, requesting and obtaining information, responding to queries, filing returns, and liaising with third parties on your behalf.

All working papers, internal documents, and records prepared or held by Mead Stark Limited in connection with this engagement remain the exclusive property of the firm. You acknowledge that these documents are prepared for professional purposes and may not be relied upon by third parties.

Files will be retained by Mead Stark Limited for a period of seven years after the end of the relevant tax year, after which they may be securely destroyed. Files converted to electronic format may be retained for a longer period if necessary for compliance, professional standards, or internal record-keeping.

You agree that Mead Stark Limited is not liable for the loss or destruction of files after this retention period.

Legal Provisions and Liability

To the maximum extent permitted by law, our total liability to you for any claim arising from this engagement, whether in contract, tort, or otherwise, is limited to three times the fees paid for the services provided under this engagement. You agree to indemnify and hold harmless Mead Stark Limited, its principals, employees, and contractors from any claims, losses, or liabilities arising from services provided, except to the extent resulting from our fraud, wilful misconduct, or gross negligence.

Any claim must be brought within two years from the date you became aware, or reasonably should have become aware, of the matter giving rise to the claim, and in any event no later than four years after the relevant event. You acknowledge that this limitation is reasonable in the context of the professional services provided.

This engagement is solely between you and Mead Stark Limited. No claim may be made against any individual principal, employee, contractor, or agent of the firm in their personal capacity.

These terms are governed by the laws of New Zealand. In the event of a dispute, the parties agree to first attempt resolution through good-faith negotiation or mediation prior to initiating legal proceedings.

Where services are acquired for business purposes, the Consumer Guarantees Act 1993 does not apply.

Neither party is liable for failure to fulfil obligations caused by circumstances beyond reasonable control, including events such as natural disasters, government restrictions, or other unforeseen circumstances.

All intellectual property in systems, methodologies, templates, working papers, and documentation developed or used by Mead Stark Limited remains the property of the firm. You may not use such intellectual property for any purpose outside the scope of this engagement without our prior written consent.

Use of Experts

From time to time, we may engage an external expert to provide services. Where this occurs, we will inform you in advance.

Practice Review

As members of CA ANZ, our practice is subject to periodic professional practice review. Files may be sampled, and reviewers are bound by strict confidentiality obligations.

General

The client relationship is solely with Mead Stark Limited. Electronic communications are assumed acceptable, but both parties must maintain appropriate backup, security, and virus protection. You authorise Mead Stark Limited to retain or destroy all files and documents seven years after engagement ends, or earlier if converted to electronic format. These terms apply to this engagement and future engagements unless replaced by updated terms.

Acknowledgement

Please acknowledge your acceptance by signing below:

Signature / / Date

Signature / / Date

It is a requirement of CA ANZ and the IRD that this memorandum be signed. The singular "I/my" includes plural forms where applicable (companies, trusts, partnerships).
