

**TAX AND TRUST PROFESSIONALS LIMITED**  
**TERMS OF TRADE**

***Tax and Trust Professionals Limited agrees to provide the following professional services:***

- Completion of special purpose financial reports and filing of your income tax return based upon information you have provided to us.
- To act as your agent in all dealings with the Inland Revenue Department (IRD) in respect of income tax matters, including filing of your income tax return once all relevant information has been received, and to have access to all tax types.
- We will not be liable for any penalties imposed by the IRD as a result of your failing to supply us with complete and accurate information.
- We will also report on any matters that come to our attention in the process of completing your financial statements and tax returns that affect you.
- We shall also endeavour to advise the amounts and due dates of tax instalments. However, the responsibility for paying the correct tax and paying on time rests with the taxpayer and not us as agents. Any penalties arising from delay, errors, estimates, or for any other reasons are payable by you as the taxpayer.
- We shall offer you every assistance in meeting your obligations but any advice on payments or reminder letters received from us, should be received by yourself to check that the payment proposed appears reasonable and that the date of payment is correct.

***You agree to and confirm that:***

- You will supply us with all the relevant information necessary in order for us to prepare special purpose financial reports and comply with the Income Tax Act 2004, Income Tax Administration Act 1994 and the Goods and Services Act 1985.
- You are responsible for the payment of all taxes.
- You accept responsibility for the accuracy and completeness of the information supplied.
- You accept accountability for any failure to supply all relevant records and information to us for the preparation of the Financial Statements.
- We have not been engaged to detect fraud or error or audit the financial reports.
- We are not liable to any third party to whom the financial statements/reports are provided and
- We are authorised to obtain any further information necessary for the completion of your financial statements or tax returns from any third party you had dealings with during the year. You provide this to overcome the restrictions on the Privacy Act 1993. This will normally be used for obtaining information from financial institutions and legal firms.

***Our Fees:***

- Our fees will be calculated based on time engaged by Tax and Trust staff. An estimate will be given prior to commencement of the work. This however is NOT a guarantee of the final cost. We will endeavour to advise you if and when the costing exceeds the estimate. If we cannot contact you we will continue to carry out the work and invoice you based on time involved.
- On new jobs a Deposit of 50% will be required before any work is carried out.
- Unless otherwise agreed, payment of our services, are due 14 days from rendering the invoice.
- Payment of your account is required in full before tax returns are filed with IRD. We will endeavour to have all IRD refunds credited into your bank account, and can therefore not be off set against your account.
- Interest at the rate of 2% per month will be charged on overdue accounts.
- In the event that it is necessary to take legal action or enlist the help of a debt recovery service, to recover overdue accounts, all legal costs incurred by us will be accrued to you the client.
- We shall be entitled to retain, books, records, and related documents, that we may hold for the purpose of performing professional services for you, until all costs and charges have been fully paid.

I/We have read and understand the terms of trade as outlined above and accept.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_