

Business Application Form and Business Terms

This Application Covers

Company

Partnership

Trust

Sole Trader

Business Details

Full Legal Name _____

Trading Name _____

Postal Address _____

Business Address _____

Business Phone _____ Fax _____ Mobile _____

Business Type _____ Years Traded _____

Bank _____ Branch _____

Solicitor _____ IRD Number _____

Please complete our Personal Information form in addition to this for partners, spouses, children, etc

Trade References

	Company	Telephone	Contact Name
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Declaration

Being the above-named Applicant, I hereby declare the above information to be correct and that I have read and understood Gilbert Accountants Limited business terms and conditions on the back hereof. I authorise Gilbert Accountants Ltd and its agents to use and provide all information contained in this Application and relating to the operating of this account for the purposes of credit evaluation of, and marketing to, the Applicant, and I consent to Gilbert Accountants Ltd, its agents and the above-named Referees providing information to any authorised third party for the purpose of evaluating my credit worthiness, pursuant to the Privacy Act 1993. I agree to keep this account current and will make full payment as prescribed in the terms and conditions. I sign below as a duly authorised person or officer.

Signed _____ Name _____

Capacity _____ Date _____

Guarantee of Payment for Directors/Partners/Principals

I/We (print full name) _____ acknowledge that in the event of the company/partnership being unable to pay any current or future amounts owing to Gilbert Accountants Limited, I/We accept full personal liability for those amounts owing:

Guarantor

Signed _____ Name _____

Capacity _____ Date _____

Witness

Signed _____ Name _____

Address _____ Date _____

Our Business Terms

1 Introduction

- 1.1 As a valued client of our firm, it is important that you are aware of our business terms. These terms apply to all accounting services provided by us, unless we have an alternative arrangement with you in writing.
- 1.2 Please contact the director responsible for your file if you have any questions regarding our business terms.

2 Accounting Services

- 2.1 Our accounting services will be provided by specialists in the relevant area of accounting and with the appropriate level of experience. All work performed by non-directors is supervised by a director. Where it is necessary to delegate work, we will advise you first.

3 Quotes and Estimates

- 3.1 Where a quotation is given by us for services:
- The quotation shall be valid for one month from the date of issue; and
 - The quotation shall be exclusive of disbursements and goods and services tax unless specifically stated to the contrary.
 - We reserve the right to withdraw any quotations given to you without prior notice at any time after the quotation is given and before acceptance by you.
- 3.2 Where services are required in addition to the services contemplated by the quotation, you agree to pay for the additional cost of such services.
- 3.3 A quotation may include an estimate of the cost of a service to be provided by a third party. Any variation in the actual charge made by the third party may result in a variation to the total price payable by you.
- 3.4 Where a fee estimate is given, this represents an estimate of fees and is subject to change. A fee estimate differs from a quote in that we are only giving an indication of the fee, not a fixed price.
- 3.5 Where a fee estimate is given and an engagement is begun on the basis of the fee estimate, we will endeavour to alert you to any change in cost exceeding 25% of the estimate.

4 Fees on Time and Cost Basis

- 4.1 Unless a written quote or fee estimate is provided by Gilbert Accountants Limited, all services are provided on a time and attendance basis.
- 4.2 Services include written and oral advice.
- 4.3 Where a fee has not been agreed in writing or orally, 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 office recoveries.
- 4.4 The fee may be increased by the amount of any reasonable increase in the cost of supply of the services that is beyond our control. Should this occur we will discuss it with you.
- 4.5 Unless otherwise agreed, all fees are rendered on a time and attendance basis. Figures quoted are GST exclusive.
- 4.6 You agree to reimburse us for all disbursements incurred by us while providing services to you.

5 Secondary Consultants and Agency

- 5.1 You authorise us to contract either as principal or agent for any service or part of the services required to complete any engagement.
- 5.2 Where we enter into a contract of the type referred to in clause 5.1 you agree to pay any amounts due under the contract.
- 5.3 Where we decide to contact work out, you authorise us to disclose your affairs to the third parties involved in the provision of outsourced services to you.

6 Acceptance

- 6.1 Any instructions received by us from you for the supply of services shall constitute acceptance of the terms and conditions contained herein.

7 Payment

- 7.1 Payment for our services must be made in full without deduction, set off or withholding whatsoever on or before the 20th day of the month following the date of invoice unless otherwise agreed or stipulated in writing ("the due date").
- 7.2 Interest may be charged, at our sole discretion, on any amount owing after the due date at the rate of 1.25% per month or part month thereof.
- 7.3 Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in this contract shall be paid by you, including any reasonable legal fees or debt collection agency fees and our time at normal charge out rates.
- 7.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is cleared in full.

8 Dispute Resolution

- 8.1 If you have a dispute regarding our fees you should in the first instance, contact the accountant or consultant assigned to you or any director of Gilbert Accountants Limited.
- 8.2 If the dispute remains unresolved, you agree to the matter being submitted to the Institute of Chartered Accountants of New Zealand ("ICANZ") for review by their fees resolution service. The decision of ICANZ shall be final.

9 Jurisdiction

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

10 Alterations to this Agreement

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

11 Use of Information

- 11.1 As a result of providing services to you we will collect personal information. You authorise us to collect, retain and use this information to provide services and develop our relationship with you.
- 11.2 You authorise us to disclose personal information to third parties should our engagement require us to do so. You also authorise us to obtain personal information from any person, including but not limited to Government Departments, solicitors or bankers for the purposes of completing any engagement.
- 11.3 Personal information will be held at our offices. Under the Privacy Act 1993 you have the right to access and collect your personal information.

12 Responsibilities of Gilbert Accountants Limited

- 12.1 We will provide the agreed services in accordance with your instruction with reasonable skill, care and diligence in accordance with recognised professional standards.
- 12.2 The obligation on us to perform the services is subject to:
- You complying with your responsibilities in terms of clause 13 herein;
 - 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).

13 Responsibilities of Client

- 13.1 You authorise us to act as your Taxation Agent with the Inland Revenue Department (IRD) and give us permission to link you to our taxation agency. Instructing us to provide services shall constitute such authorization unless the assignment is not related to the provision of taxation compliance services. Taxation compliance services are any services that will require us to contact the IRD in the ordinary course of conducting our duties for you from time to time, including preparing financial statements and taxation returns etc.
- 13.2 You will provide to us clear instructions including all information which may be relevant to the provision of our services.
- 13.3 Should you decide to terminate our services you will pay us all amounts outstanding (including full payment of services which are partially completed and all disbursements and office service fees incurred by us whether directly or indirectly resulting 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 accounts have been settled in full.

14 Liability

- 14.1 No claim for direct or indirect damage against us in respect of any services provided shall in any case exceed the fee rendered for the services in respect of which such damage arose.
- 14.2 You shall indemnify us against all claims of any kind brought by any person or entity in connection with any services provided to you.

15 Guarantees

- 15.1 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.

16 Copyright and Intellectual Property

- 16.1 We own, and have copyright in all work, documents, and software produced by us in connection with our services.

17 Non Waiver

- 17.1 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 rights or obligations we have under this contract.

18 Guarantors

- 18.1 Any personal guarantee made by any third party shall not exclude you in any way whatsoever from the liabilities and obligations contained in this contract. You shall be jointly and severally liable with any guarantor under the terms and conditions of this contract.
- 18.2 If you are a company or trust, your director(s) or trustee(s) shall be jointly and severally liable with you to us for the performance of all obligations including but without limitation payment to us of all monies due to us for the provision of the services.

19 Cancellation and Suspension

- 19.1 We have the right without notice to suspend or cancel in whole or in part 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 after the due date.
- 19.2 Where there is any cancellation or suspension under clause 19.1 of this contract you agree to pay us all amounts outstanding at the time (including full payment for services which are partially completed and all disbursements and office services fees incurred by us whether directly or indirectly resulting from the cancellation or suspension).

20 Force Majeure

- 20.1 We shall not be liable for 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.

21 Assignment

- 21.1 You shall not assign all or any of your rights or obligations under this contract without our written consent.

22 Miscellaneous

- 22.1 This agreement is the total agreement and supersedes all prior oral arrangements.
- 22.2 You authorise us to, from time to time, deduct fees due from any taxation refunds received as your taxation agent. We will provide you with notification by issuing an invoice of charges at least 7 days before we deduct any fees. We will issue a reconciliation of the gross refund received less fees deducted.

23 Acceptance

- 23.1 I/We have read and accept the Standard Engagement Terms as set out in this and the preceding pages of this agreement. In signing the first page of this Annual Client Questionnaire, I/We acknowledge that these terms represent the total agreement between us (and all related entities listed) and Gilbert Accountants Limited. I/We also acknowledge that these terms apply to any entities associated with us but not listed. I/We jointly and severally acknowledge that all clauses within this agreement are accepted without exception including the fee guarantee provision at clause 18.