

Terms of Engagement

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. DEFINITIONS

1.1. In these Terms:

- “Agreement” means the agreement between you and us as set out in our Letter of Engagement, these Terms and any additional written terms or variations.
- “Fee” means the fee for the Services as detailed in our Letter.
- “Letter” means our Letter of Engagement.
- “We” or “Us” means The Uncooked Books Co Limited T/A The Admin Elf and its successors and assigns.
- “You” means the person, firm, company or entity buying Services from us.
- “Services” means all Services we will supply to you as detailed in our Letter of Engagement or otherwise agreed in writing.

2. PRICE

- 2.1. Fee plus tax: You will pay the Fee together with the amount of any Goods and Services Tax or any other tax which may be payable in respect of the supply of Services or otherwise under these Terms.
- 2.2. Quotation: Any quotation we have made for the supply of Services constitutes an invitation to treat and not a binding offer.
- 2.3. No deductions: All payments by you will be full, free, and clear of any deduction, withholding, set-off, counterclaim or other claim.
- 2.4. Cancellation: Where cancellation occurs, any deposit paid may be refunded at our sole discretion. No refund will be made where cancellation occurs within 24 hours of the time set for performance of the Services.

3. PAYMENT

- 3.1. Payment due: You will pay the Fee in accordance with our Letter or as stated on our invoice.
- 3.2. Acceleration: Notwithstanding such credit period, full payment for all unpaid Services will become due immediately upon:
 - (a) You or any guarantor becoming insolvent or bankrupt;
 - (b) The commencement of any act or proceeding in which your or any guarantor’s insolvency is involved;or
 - (c) You or any guarantor resolving to wind up or being ordered to be wound up or having a receiver, liquidator or official manager appointed in respect of all or any of your assets; or

(d) You or any guarantor ceasing to trade.

4. PENALTY FOR LATE PAYMENT

- 4.1. Default interest: Failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any other rights or remedies available to us, 3% per annum will be payable upon demand and from the due date until payment.
- 4.2. Legal costs: You will indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which We may suffer or incur as a result of any failure by you to make due and punctual payment.

5. PERFORMANCE OF THE SERVICES

- 5.1. Time: We undertake to use reasonable endeavours to deliver the Services within the time specified by us but dates we give for performance will be indicative only. No date specified by you will be binding on us without our written agreement.
- 5.2. Use of reports: Any reports prepared or procured by us as part of the Services are to be used only by you.
- 5.3. Services to be supplied: You acknowledge and agree that the Services are limited to those set out in the invoice, order form or other similar document issued by us.

6. YOUR OBLIGATIONS

- 6.1. Information: you will provide us with any relevant information required to enable us to perform the Services. Where information provided by you is incorrect and we are required to undertake additional work we reserve the right to charge for such additional work.
- 6.2. Legal compliance: you acknowledge that you are responsible for ensuring that your business and operations comply with the law.
- 6.3. Health and Safety: Where we perform the Services on your premises it is your responsibility to ensure that all safety measures have been taken so as to comply with all applicable health and safety laws. Prior to our employees attending your premises to perform the Services you will:
 - (a) Inform us of all applicable health and safety rules and regulations that may apply at the site;
 - (b) Notify us promptly of any risk, safety issues or incidents that may arise or may have arisen at the site that are relevant to our provision of the Services.
- 6.4. Right to delay or cancel: If we are concerned about the presence of any hazards or risks at the site we may, in our absolute discretion, delay the performance of some or all of the services.

7. OUR OBLIGATIONS AND WARRANTIES

- 7.1. We warrant that:
 - (a) We have the right to enter into this Agreement;
 - (b) We will perform the Services to a reasonable standard of care and skill;

- (c) We will perform the services in accordance with relevant laws.
- 7.2. We will take reasonable steps to ensure that while on your premises our personnel comply with any health and safety requirements and other reasonable security requirements made known to us by you.
- 7.3. Exclusions: unless otherwise agreed in writing:
 - (a) any bookkeeping Services are limited to the collection, classification, and summarisation of financial information you supply;
 - (b) we will not express any opinion on the accuracy of the material we compile or its suitability for purpose. We will not take active steps to identify weaknesses in your internal accounting system, errors, illegal acts, or other irregularities (such as non-compliance with the law or fraud). If we become aware of any irregularities, we will report them to you;
 - (c) You acknowledge that the services do not include an audit or review of your financial information and statements and accordingly we are not responsible for the accuracy of any material we prepare in reliance on any information you provided.

8. CLIENT CARE AND SERVICE INFORMATION

- 8.1. We are committed to complying with the Code of Ethical Conduct set by the Institute of Certified NZ Bookkeepers in respect of client care and service. The following information describes some key elements we undertake when providing our services:
 - (a) Act competently, in a timely way, and in accordance with any instructions received and arrangements made.
 - (b) Protect and promote your interests and act for you free from compromising influences or loyalties.
 - (c) Discuss with you your objectives and how they should best be achieved.
 - (d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
 - (e) Charge you a fee that is fair and reasonable and let you know when you will be billed.
 - (f) Give you clear information and advice.
 - (g) Protect your privacy and ensure appropriate confidentiality.
 - (h) Treat you fairly, respectfully and without discrimination.
 - (i) Keep you informed about the work being done and advise you when it is completed.
 - (j) Let you know how to make a complaint and deal with any complaint fairly and promptly.

9. COMPLIANCE AND DUE DILIGENCE

- 9.1. Compliance: We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):
 - (a) Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
 - (b) Laws relating to tax and client reporting and withholdings.

- 9.2. We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.
- 9.3. To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.
- 9.4. Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

10. CONFIDENTIALITY

- 10.1. Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.

11. TERMINATION

- 11.1. By us: We may terminate the Agreement by giving you a minimum of two weeks written notice. We will not be liable for any loss or damage arising from such termination including but not limited to tax obligations and Companies Office filing requirements due after the termination date.
- 11.2. By you: You may terminate the Agreement by giving us a minimum of two weeks written notice. You will be liable for any costs we incur up to the date of termination, including any costs associated with termination such as hand over.

12. LIABILITY

- 12.1. Limitation of liability:
- (a) Claims: We will have no liability for unsatisfactory services unless you notify us in writing of your claim within 3 months after performance of the services;
 - (b) We will have the option, exercisable at our discretion, to replace or give credit for any services in respect of which any claim is made or proven or to refund a portion of the price paid for the services, thereby fully discharging all our legal liability;
 - (c) If either party is liable for direct losses arising from a breach of this Agreement or for negligence, the liable party's obligation to pay damages or losses is limited to the Fees paid for the services in respect of which the claim has arisen or the maximum payable under our Professional Indemnity

cover if insurance cover is payable in relation to the claim. This limitation does not apply to any loss or damage caused by fraud, wilful breach or wilful damage;

- (d) We are not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss;
- (e) Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.

12.2. Indemnity: You agree to indemnify us against all direct, indirect and consequential losses, damages, costs (including legal fees), fines, penalties and the like for which we may become liable in connection with any services provided to you.

12.3. Business purposes: Where you hold yourself out as acquiring the services for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply and are expressly excluded.

13. COMPLAINTS

13.1. If you have a complaint about us or our services you may:

- (f) refer your complaint to the bookkeeper who has overall responsibility for your work;
- (g) refer your complaint to the director of The Uncooked Books Co Limited T/A The Admin Elf, Tina Leigh via phone or email;
- (h) if you do not wish to refer your complaint to either person, or you are not satisfied with the response received from either person, you may also make a complaint to the complaints service established by the Institute of Certified NZ Bookkeepers. To do so, you should contact the Institute of Certified NZ Bookkeepers at www.icnzb.org.nz.

14. GENERAL

14.1. Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under this Agreement then we may at our sole discretion suspend our performance of any such obligation or cancel any Agreement and we will not be liable to you in any respect.

14.2. Waiver: This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

14.3. Severability: If any clause or provision of these Terms will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this

Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

14.4. Privacy Policy: Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in performing the Services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements.

14.5. Electronic Communications: You consent to receive commercial electronic messages from Us. If you wish to opt out of receiving these messages tell us in writing and we will remove you from the mailing list.