

# Monteck Carter LP Terms & Conditions of Trade

## 1. Introduction

These Terms & Conditions form the principles under which Monteck Carter LP conducts business with its clients.

We will do business with you on the understanding that both of us will abide by the latest revision of these Terms and Conditions prevailing on the day that your service request is accepted or at your choice any later revision of Terms and Conditions issued by Monteck Carter LP. If you choose to use a later revision of these terms and conditions then you will be bound by all the conditions prevailing in that later revision.

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## 2. Conduct

Monteck Carter LP expects to conduct business with you in a professional manner, and believes that maintaining a good relationship with you is one of our highest priorities. Both of us will act in good faith at all times when dealing with each other.

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## 3 Authority to obtain information from Financial Institutions

Monteck Carter LP is given full authority to contact any organisation, including banks, solicitors, the Inland Revenue Department, Accident Compensation Corporation and all other government agencies for the purpose of obtaining information necessary to complete financial statements and tax returns.

I/We acknowledge that this information would not otherwise be available due to the Privacy Act restrictions, and I/We agree to give full authority for this statement to be used as written confirmation of my/our agreement to Monteck Carter LP obtaining information from any organisation for the above mentioned purposes.

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## 4. Provision of Services

In general all standard services are supplied on an annual basis (the "term") and this term is automatically renewed.

### What we will do

1. We will use our professional skills to do the work you have requested based on information supplied by you. This work will be performed in accordance with Service Engagement Standard No.2 Compilation of Financial Information issued by the Chartered Accountants of Australia and New Zealand Inc.
2. The financial statements will be prepared in accordance with the Financial Reporting Act 2013 and under the Special Purpose Financial Reporting Framework for use by For-Profit Entities (SPFR for FPEs) published by Chartered Accountants Australia and New Zealand, unless otherwise agreed.
3. If your entity has a statutory requirement to prepare general purpose financial reports (GPFR) in accordance with generally accepted accounting practice (GAAP) we will establish the appropriate reporting framework and standards with you and reserve the right to revise the quotation upwards.
4. Other financial statements will be prepared in accordance with any applicable legislation. For partnerships, trusts, sole traders and other entities where the format of accounts is not dictated by legislation, we will prepare special purpose annual financial statements according to the principles contained in the Income Tax Act 2007. Periodic accounts for management are not governed by legislation and will be prepared on the basis requested by management.
5. The general basis of accounting used to compile the accounts will be described in the notes to the financial statements together with any significant departures from that basis. Significant departures will also be referred to in our compilation report.
6. We will inform you of any suspicions of omissions or irregularities that come to our notice.
7. We set a limit on our liability to you for negligence or any other reason at ten times the annual accounting fee.
8. We will explain or redraft any element of these terms to ensure that you understand them and think they are reasonable.

## What we will not do

1. We will not conduct an audit or any other independent verification work.
2. Consequently we will not express any kind of opinion on the accuracy of the material we compile or its suitability for any purpose.
3. We will not necessarily establish or maintain independence. It is not a professional requirement to be independent before carrying out compilation work of this nature. However, any other relationship will be described in our compilation report.
4. We will not take active steps to identify weaknesses in your internal accounting system, errors, illegal acts or other irregularities, for example, fraud or non-compliance with laws and regulations, unless you specifically engage us to do so. However should we become suspicious of any irregularities we will report it to you (See 6 above)
5. We will not accept liability in negligence or for any other reason to anyone but you and your enterprises listed at the head of the main letter. A disclaimer to this effect will be included in our compilation report

## What we require from you

1. You will undertake to pay our fees on time or contact us to discuss any circumstance leading up to this event.
2. You will deliver accurate, complete information needed to compile the accounts and returns promptly at the times agreed. We will not be able to maintain a 30 day turnaround time unless we have all the relevant documentation.
3. You remain responsible for the reliability, accuracy and completeness of the financial information compiled, including tax returns. You have delegated certain tasks to us, as tabled in the main letter, and we are responsible for carrying out those tasks in a professional manner. You cannot abrogate the ultimate responsibility for ensuring that the financial information is compiled properly.
4. You will inform us if the information we compile is intended to be disclosed to any person or body and how they are expected to use it. This does not apply to:
  - a. the directors, shareholders, partners, trustees or equivalent office holders of your enterprises as listed at the head of the main letter, and
  - b. the Inland Revenue Department.
5. You confirm that we have authority to communicate with and obtain information from any third party if the information sought is relevant to our work.
6. You agree that the Chartered Accountants of Australia & New Zealand inc. may have access to the records and information we hold that support our working papers. This is an essential part of the Institute's quality assurance function. The likelihood that any particular engagement is selected is very small. All Institute employees and contractors are required to maintain the strictest confidentiality.
9. You will let us know if any of these terms are unclear or not what you think is reasonable and we will explain or redraft to make sure you are happy.

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## 5. Cancellation

You may request to cancel services at any time. Payments for any work in progress may be required. We can only release records we hold on your behalf to you or to another accountant that you engage. We own the right to our workpapers or any documents we generate.

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## 6. Communication

We will generally take instructions from you by any of the following methods:

- Verbally
- Written Request
- Email
- Telephone
- Facsimile

If you do not wish us to accept instructions by any of these methods, or would prefer a different method of issuing instructions then please let us know.

All communications to be given will be given at the recipient's last known place of address and it is the client's responsibility to notify us of any changes.

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## 7. Quotes, Pricing & Ownership

Monteck Carter does not charge for quick phone calls and email enquiries. However, where we need to share our intellectual property as part of giving advice or resolving issues then our services will be charged. Where possible we will issue a quote for services to be performed, however if services are requested by you without the prior request for a quote, this will not preclude us charging on a time-engaged basis.

### 7.1 Quotes

1. Where appropriate we will provide a written quotation for services.
2. A 50% deposit is required on acceptance of a quote unless you have made other arrangements. We reserve the right to not release the accounts until the deposit is paid.
3. We will **not** be able to proceed with the work unless the quote we provide is authorised.
4. All prices that we quote and invoice are in New Zealand Dollars (\$) and are exclusive of GST.
5. This quote is based on the accounting work we did for you in the previous year and adjusted for any known differences. Should there be any additional information or material that may have an impact on us completing the accounts in this allocation of time; we will let you know as soon as that becomes evident. We endeavour wherever possible to adhere to this fee.
6. Standard services are invoiced on completion of work and our invoices are payable on the 20th of the following month.

### 7.2 Outstanding fees

Should your account remain unpaid and there is no satisfactory explanation for non-payment we:

1. Shall be entitled to exercise a general lien over all books, records and related documents in our possession until all work has been performed and all fees rendered have been paid. Work papers and drafts that we create will remain the property of Monteck Carter.
2. Will stop all work in progress.
3. May not continue to undertake any work on your behalf in future.
4. If it becomes necessary to recover items supplied but not paid for, you will be liable for the cost of this recovery
5. Where we have acted in good faith and handed over finalised financial reports and tax returns you agree that until full payment is made, they remain the property of Monteck Carter and will not be given to a 3rd Party.
6. Reserve the right to charge interest monthly on late payments.

### 7.3 Payment Options

1. For your convenience you can now pay with a credit card online with our secure online payment gateway via our website: [www.mc2ca.co.nz](http://www.mc2ca.co.nz). Or you can pay us via Eftpos, Cheque, Electronic Funds Transfer (EFT) and of course cash.
2. We may charge a surcharge for payments made by credit card. We do not keep your credit card details on file
3. We also offer a service called FeeSmart Funding. This allows you to pay your fee over 6 to 18 months at a low interest rate (often lower than an overdraft rate). T & C's apply.

This can be more convenient for the cash flow of your business and the interest charges can be claimed as a tax deductible expense.

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## 8. Credit Facilities

We do not automatically provide you with a credit facility. If such facility is approved we reserve the right to terminate this facility without prior notice and without reason at any time. Payment terms for outstanding delivered services will not be affected, but any undelivered services will be subject to our normal terms at that time.

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## 9. Confidentiality

We will both keep details of our business confidential, with exceptions mutually agreed upon.

1. We reserve the right to draw public attention to the result of any legal action we may take against you.
  2. Where appropriate, we may agree to the terms of an additional Confidentiality Agreement. These Terms and Conditions will take precedence over any additional agreement with regard to the specific prior terms in this section.
  3. The personal information we collect may include your name, date of birth, addresses, email address, telephone numbers, gender, information on your use of our services or facilities and any other information provided by you in connection with, or specifically related to your communications with us or, your use of our services or facilities.
  4. We take reasonable steps to ensure personal information is:
    - Ø Protected against loss, damage, misuse and unauthorised access. We restrict access to personal information to those individuals who need access to this information in order to assist us in performing our duties and obligations
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Any questions or comments or questions regarding this page please contact us on 09 273 3682