

# GENERAL TERMS AND CONDITIONS OF ENGAGEMENT - PART 1

## Norrie & Daughters

Effective From: 1 May 2019

**To:** All Customers of Norrie & Daughters



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## General Terms and Conditions – Part 1

### 1.0 Introduction

- 1.1 This document contains the General Terms and Conditions (**Terms**) that apply to all Norrie & Daughters and its related company's clients and is to be read in conjunction with the Specific Terms applicable to the services or products that we are providing to you.
- 1.2 You do not need to sign these Terms, acceptance of these Terms and the relevant Specific Terms is deemed to occur when you engage us for the provision of any services or delivery of any products. Further detailed information is available at clause 2.8 in this document.
- 1.3 These Terms supersede all previous arrangements (whether written, oral or both).
- 1.4 Our Terms are divided into parts:
  - a) Part 1 contains our General Terms and Conditions (**General Terms**) and these apply to all service engagements and products;
  - b) Part 2 is made up of terms specific to certain clients, service engagements or products (**Specific Terms**). Specific Terms are contained in separate documents. Specific Terms are provided for the following services and products:
    - i. Accounting & Related Services;
    - ii. GL00 Bookkeeping Services;
    - iii. Tax Assignments
    - iv. Consulting Assignments
    - v. Restructuring & Insolvency Assignments;
    - vi. Corporate Trustee Services;
    - vii. Company Directorship;
- 1.5 We like to keep things simple, so we have done our best to make this document as straightforward as possible but still comply with our legal obligations to disclose. Please ask questions if you are not sure about anything. We are here to help and happy to explain anything that is not clear.

### 2.0 Interpretation

- 2.1 **Conflict between Terms:** If any of the General Terms conflict with any Specific Terms, the Specific Terms will prevail.
- 2.2 **Laws of New Zealand Apply:** Some compulsory laws apply to our products and services. We must comply with those laws, and they will prevail over these Terms.
- 2.3 **Consumer Guarantees Act 1993:** If you engage us for any services or use any of our products for the purpose of a business (or if you hold yourself out as doing so), the Consumer Guarantees Act 1993 will not apply to those services and products.
- 2.4 **Governing law and enforceability:** These Terms are governed by New Zealand law and the Courts of New Zealand have exclusive jurisdiction. If any term is not enforceable for any reason, the remainder of the Terms will still be enforceable.
- 2.5 **Codes of Practice:** In respect of professional services supplied to you we follow the Chartered Accountants Australia & New Zealand (CA ANZ) and Restructuring Insolvency & Turnaround Association of New Zealand (RITANZ) relevant professional standards, rules and ethical requirements. As appropriate these are set out in the Specific Terms.
- 2.6 **Electronic Signature:** an electronic signature is a secured authority that complies with the definition in section 5 of the Electronic Transactions Act 2002.

- 2.7 **Our, us, we:** The use of these words means Norrie & Daughters Limited and any of its subsidiary company's including GL00 Systems Limited.
- 2.8 **You, your:** The use of these words means the entity (for example trustees or directors) who signed a tax agency form either in written or e-signature style or engaged Norrie & Daughters for any other services but did not sign any documentation. (refer 2.11(b))
- 2.9 **Changing our Terms:** We can change these Terms and the Specific Terms at any time. When we do so, we will tell you about those changes at least 14 days before the change becomes effective. However, where changes are made to protect the security of our systems or to comply with a change in the law, we can tell you after the change has become effective.
- 2.10 **How we advise of a change in our Terms:** We will tell you about changes to our Terms in accordance with our obligations to you under our various codes of practice. We will tell you in one or more of the following ways by:
- a) display on our website at [www.norrie.co.nz](http://www.norrie.co.nz) and [www.gl00.co.nz](http://www.gl00.co.nz)
  - b) Writing to you at the last address you have provided us
- 2.11 **Your agreement to our current Terms:** Acceptance by you of our Terms will in respect of:
- a) Tax Agency and Related Services occur upon you signing either in written or electronic style a Tax Agency Appointment form.
  - b) Other services or products, you do not need to sign these Terms, acceptance of these Terms and the relevant Specific Terms is deemed to occur when you engage us for the provision of any services or delivery of any products.
  - c) Where a change to our General or Specific Terms becomes effective you continue to instruct us to act for you on the current instruction or any further instruction or Specific.
- 2.12 **Your right to end products or services:** If you are not happy with a change that we make to our Terms, you can choose to end any products or services we supply you in accordance with section 12 of these Terms

## 3.0 Commencing and Maintaining Our Relationship

### 3.1 Commencing our Relationship with You

We value our customers and strive to build long term relationships based on mutual trust and understanding however it is important that you understand that in order to operate our business efficiently and to meet New Zealand laws we need to a bit about you in order to commence and maintain our relationship.

You authorise us to collect personal information about you from your previous tax agent and from the credit reference agencies used by us. You (including all trustees, beneficiaries and beneficial owners) also authorise us to electronically validate the identity documents you have provided to us. We will use this information to maintain our relationship with you and to assist in delivering our services to you. For example, we can use your personal information to:

- a) meet our internal operational requirements, such as for credit and risk management, product development and administrative purposes (for example, providing extended credit); and
- b) collect any money owed by you (for example, providing credit agencies with information about a default by you); and

- c) help meet our obligations in respect to Anti-Money Laundering and Countering Financing of Terrorism AML/CFT.

3.2 **Anti-Money Laundering and Countering Financing of Terrorism AML/CFT:** As part of our AML/CFT compliance responsibilities we required to complete a Customer Due Diligence (**CDD**) on our customers, beneficial owner of a customer and any person acting on behalf of a customer. As part of this process at a minimum we are required to confirm the identity of the persons/entities referred to and to conduct verification of the persons/entities referred to.

3.2 **Proof of Identity:** We will require proof (satisfactory to us) of your identity, any beneficial owner of a customer and any person acting on behalf of a customer and proof of address when you engage us for the provision of services or order any products from us. If you are an organisation, we might require identification information from beneficial owners (for example, shareholders if you are a company). Acceptable forms of identity are:

- a) New Zealand driver's licence;
- b) New Zealand passport;
- c) Overseas passport or a similar document issued for the purpose of international travel which contains the name, date of birth, a photograph and the signature of the person in whose name the document is issued and is issued by a foreign government, the United Nations or an agency of the United Nations;
- d) New Zealand firearms licence;
- e) New Zealand 18+ card;
- f) Valid International Drivers' Permit (issued by a member country of the UN Convention on Road Traffic);
- g) New Zealand certificate of identity issued under the Immigration Act Operations Manual that is published under section 25 of the Immigration Act 2009;
- h) New Zealand refugee travel document issued under the Passports Act 1992;
- i) emergency travel document issued under the Passports Act 1992; or

One of the following primary non-photographic identification:

- j) New Zealand full birth certificate
- k) certificate of New Zealand citizenship issued under the Citizenship Act 1977
- l) a citizenship certificate issued by a foreign government
- m) a birth certificate issued by a foreign government, the United Nations or an agency of the United Nations.

in combination with (a); (e) or (f)

**Note:** The identity card used must contain your picture.

For children under the age of 16 a copy of the child's birth certificate and full proof of the parent or guardian identity including a photograph.

3.3 **Proof of Address:** We will require proof (satisfactory to us) of your address and the address of any beneficial owner of a customer and any person acting on behalf of a customer. The proof of address must have been issued within the last 3 months. A document addressed to a PO Box or DX Box is not acceptable. Acceptable forms of proof of address are:

- a) A rates or utility bill issued by a local authority or power company;

- b) Bank, credit card or financial institution statement;
- c) Correspondence from a bank or financial institution;
- d) Insurance policy document;
- e) Tenancy Agreement or unexpired rental agreement;
- f) Correspondence from a Government Agency e.g. IRD, WINZ, NZTA, Electoral Commission;
- g) Property Sale & Purchase Agreement;
- h) NZ registered superannuation/KiwiSaver scheme.

3.4 **Trusted Referees:** A trusted referee must be over 16 years old and a person from the list of approved certifiers for documents. The list of trusted referees is available for New Zealand and for Overseas. The person must not be:

- a) Related to the client as a parent, child, brother, sister, aunt, uncle or cousin
- b) A spouse or partner of the client
- c) A person living at the same address as the client
- d) A person involved in the transaction or the business requiring the certification.

3.5 **Certified Copies:** It is important to provide recently certified copies of all documents presented to us (identification, proof of address, proof of funds/wealth); certification must have been carried out in the three months preceding the presentation of the documents to us. The requirements for certifying documents as true and correct are as follows:

- a) the trusted referee must sight the original documents in your presence
- b) a copy will be signed with a statement that the documents provided are a true copy and represents the identity of the named individual
- c) the copy must be of high quality and in colour in order for us to clearly see the photo ID and to help ensure copies are made from the original documents
- d) certification of each document must clearly include the printed name, signature, date of certification and the trusted referee's position or capacity to act e.g. Justice of the Peace, Chartered Accountant
- e) where relevant it should also include the official stamp of office e.g. Notary Public

3.6 **Trusted Referees:** A list of New Zealand and Overseas Trusted Referees is available on our website at [www.norrie.co.nz](http://www.norrie.co.nz)

3.7 **Powers of Attorney:** A power of attorney gives someone the right to sign documents or enter into agreements for you. If a power of attorney is used, you or your attorney will need to provide us with a copy of the power of attorney and we might ask you to confirm any transactions your attorney makes. Your attorney will need to provide us with a certificate of non-revocation when the power of attorney is used. Your attorney will also be required to provide us with proof of identity and address.

3.8 **Changes to personal or organisation details:** Please tell us as soon as you can about any changes to your personal details (including your residential or email address, telephone or facsimile numbers, legal status or capacity), or any other change affecting your relationship with us. If you are an organisation, or operate a business, you must let us know as soon as there are any changes to your beneficial owners, registered office or any other information we have asked for. This information will only be corrected once we receive it.

- 3.9 **Telling us of a change in your tax circumstances:** You should tell us as soon as you can of any change in your tax circumstances (for example redundancy or liquidation of a company) or your tax residence status.
- 3.10 **Administering our relationship with you:** Your personal information is used to maintain our relationship with you and act on your instructions. We can use your personal information to confirming your identity, providing you credit, administering services and products we provide you, meet our internal operational requirements, such as for credit management, audit of our work, system or product development and planning, collecting money owed by you, providing trust account services in your name, dealing with guarantors, providing statutorily required information to Government or other agencies so that we can complete your instructions.
- 3.11 **Market Research:** We can
- a) collect, hold, use and share your personal information, where it is combined with other information and in a form that does not identify you, to conduct market research;
  - b) use and share your contact information to obtain your views of any our services and products and to help us to identify how we might better address our customers' needs, both while you are a customer and for a reasonable time afterwards; and
  - c) use third party information and link it to your personal information to identify how we might better address our customers' needs.

## 4.0 Fees

- 4.1 **What we will charge you:** We will charge you a fee which is fair and reasonable for the services and products we provide.
- 4.2 **Calculation of our fees:** Our fees are calculated on the time expended by us, charged out at our then hourly rates, and may be adjusted by us having regard to the factors to be taken into account in determining the reasonableness of our fee. Factors that we may consider include the value of the work to you and your financial position.
- 4.3 **Disbursements:** We will also charge for any disbursements incurred during the provision of the Services. Where large expenses are to be incurred on your behalf, we may require prior payment by you.
- 4.4 **Estimate of Fees:** Any estimate of fees provided to you is indicative only and will not be binding upon us because the accuracy of any estimate depends on many factors that are outside of our control such as the accuracy, completeness, relevance and reliability of records and information provided by you, the decisions by third parties such as Inland Revenue .
- 4.5 **Other factors we may consider:** In addition to the above factors which may be taken into account in determining the reasonableness of a fee in respect of any service provided by us to you include:
- a) the time and labour expended:
  - b) the skill, specialised knowledge, and responsibility required to perform the services properly:
  - c) the importance of the matter to you and the results achieved:
  - d) the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you:
  - e) the complexity of the matter and the difficulty or novelty of the questions involved:
  - f) the experience, reputation, and ability of our staff:

- g) any quote or estimate of fees given by us to you in writing:
- h) any fee agreement (including a conditional fee agreement) entered into between us and you:
- i) the reasonable costs of running our practice:
- j) Third party services: Where we are required to engage third party services on your behalf (for example a lawyer) for which we are responsible for the cost of those services then we will add a margin of ten percent with a minimum charge of one hundred dollars onto to those costs when we bill you. We may require you to deposit funds into our trust account to cover third party services.

- 4.6 **Administration fee:** We charge an administration of fee of 4% to cover sundry administrative services including photocopying, document files and filing, postage and document storage that are not otherwise charged. The administration fee does not apply to online software licence fees.
- 4.7 **Differences for fixed monthly fee services and products:** Where we charge a monthly fee for a specified level of service and/or products then the monthly fee applies and clauses 4.1 to 4.5 inclusive do not apply.
- 4.8 **GST:** All our fees are quoted excluding GST.
- 4.9 **Further billing information:** We can supply more information about the hourly charging rates of anyone dealing with your matter, or about how a fee has been calculated, if you ask.

## 5.0 Billing and Payments

- 5.1 **Retainer or deposit:** For certain engagements, we may require a retainer or deposit to be paid in advance for our engagement. We will advise you at the time if any such payment is required and how much is to be paid. These payments are to be paid into our Trust Account details of which are Norrie & Daughters Trust at BNZ 02-0240-0067482-000
- 5.2 **Invoicing:** Invoicing is done at regular intervals of 2 weekly or monthly depending on the amount of work undertaken, progress and commercial sensibility or upon completion of an Specific.
- 5.3 **Time for Payment:** Payment is due within 14 days of the date of invoice unless otherwise agreed in writing by Norrie & Daughters.
- 5.4 **Payment:** Payment may be made direct to our bank account at the BNZ. Our bank account number is: 02-0168-0025009-000. Please ensure you record the name of the account you are paying and the invoice number.
- Payment may also be made online using VISA or MasterCard by clicking on the "Pay Here" (or similar) link on your emailed invoice. If you wish to pay by feeSmart we may require security for payment in which case your approval in granting a security interest or a personal guarantee will not be unreasonably withheld.
- 5.5 **Receipt of Refunds or Other Monies:** You grant Norrie & Daughters a general authority to deposit funds belonging to you (including income tax and Goods and Services Tax ("GST") refunds) to our trust account.
- 5.6 **Payment From Trust Account:** you authorise Norrie & Daughters to apply any monies held in its trust account in your name or in the name of any other entity that you control against any disbursements or fees whether outstanding or not. We will always invoice you before we transfer any funds.



## 6.0 Disputing Invoices

- 6.1 Any queries in relation to an invoice should be raised within ten (10) calendar days to enable prompt resolution of any issues.
- 6.2 In the unfortunate circumstance that a disagreement arises between us over our fees, if the matter cannot be resolved amicably by discussion (which is the preferred option) then we both agree to use the Fees Resolution Service of CA ANZ or alternatively an independent third party who is a member of a New Zealand Government recognised body who is in the business of delivery similar or the same services that are in dispute, to resolve the matter. Details of the Fee Resolution service of CA ANZ are available from CA ANZ.
- 6.3 The costs and expenses of using a Fee Resolution Service is to be met on a 50/50 basis by each party paid in advance.
- 6.4 If the outcome of the Review results in:
- a) a greater than 20 per cent. adjustment to our invoice for remuneration (excluding disbursements) for the benefit of you, then we will reimburse you your share of the Costs and Expenses; or
  - b) if the review results in between no adjustment and up to and including 20 per cent adjustment to our claim for remuneration then you must reimburse us for our share of the Costs and Expenses.
- 6.5 You should be aware that, like all other providers of services, we are entitled to retain possession of your records that have been used in relation to this engagement until outstanding fees are settled.

## 7.0 Failure to Pay

- 7.1 **Debt Management Fee:** If you fail to pay us then provided your account has been overdue for more than 14 days then we may charge you a debt management fee of 1% of the amount overdue with a minimum charge of \$90.00 per month. This fee is to cover our costs of managing your account with us.
- 7.2 **Interest:** If your account is overdue by 14 days then interest will be charged at the rate of 29% pa on the daily outstanding balance.
- 7.3 **Lien Retention and Debt Recovery:** If your account remains unpaid and there is no satisfactory explanation for non-payment, then in addition to our other rights as set out elsewhere in this Agreement we reserve the right to retain your documentation and files as a lien until all accounts are paid, start proceedings for the recovery of the amount owed + interest + collection costs and legal costs on a full indemnity basis, and do no further work for you. This may mean that we will not file certain records or tax returns with government agencies and that you may incur penalties from that government agency in which case we will not be liable to you for those penalties.
- 7.4 **Credit Reporting:** You authorise us to share all information relevant to your accounts or any credit facility provider we or our agents or suppliers will or have provided to you and with any debt collection agency, other credit facility provider and with any credit reporting agency. Credit reporting agencies may use information disclosed by us to update their credit reporting database, and disclose any information that they hold about you to their own customers, as permitted under the Credit Reporting Privacy Code.
- Where your account with us is overdue for more than 30 days we may list a credit default against you with any credit reporting agency or refer your debt to a debt collection agency.
- 7.5 **Security:** You grant us either a general security interest over all present and after acquired property and/or if you are the legal owner(s) then you as legal owner(s) grant us a mortgage over that property as security and the performance of your obligations to us for payment of fees and disbursements upon the terms and conditions as set out in the

Auckland District Law Society latest edition of mortgage agreement, mortgage memorandum (all obligations) and/or mortgage instrument fixed sum as applicable and you acknowledge that by engaging us these Terms will provide us with a caveatable right in addition to a right to mortgage your property. At our sole discretion we may elect to not to initially register our security interest or we may at any subsequent time during or after our business relationship has ended register our security interest.

## 8.0 Client Liability

8.1 To assist in removing doubt as to who the client is the following table provides you with our policy:

Entity Type	Situation	Liability Lies With
Individual/Partnership	All instructions	Individual/Partners and guarantor(s).
Trust	All instructions	All trustees.
Company	Any engagement not related to the insolvency of the company	The company and guarantor(s).
Company	Any engagement related to the insolvency of the Company	The appointing shareholders or directors as the case may be and the guarantor(s).
Joint Venture	All instructions excluding those related to the insolvency of the JV (see Company insolvency)	The JV then the entities forming the JV and guarantor(s).

Unless otherwise agreed to in writing you agree to be liable in accordance with our client liability policy.

## 9.0 Indemnity and Liability

9.1 **Professional Indemnity Insurance:** We hold professional indemnity insurance to the highest level required by the various professional bodies that we belong to.

9.2 **Limitation of Liability:** To the extent allowed by law, our aggregate liability to you or any other person for any claim against us in relation to our engagement (whether in contract, tort, including negligence, or otherwise) will not exceed the lesser amount of \$15,000.00 or the amount which we actually receive as indemnification from our professional indemnity insurers for the claim (plus any excess payable by us in relation to the claim under our professional indemnity insurance cover). This is agreed to be a reasonable restriction on our liability.

9.3 **No liability to you:** We will not be liable to you for any Loss:

- a) arising as a result of us acting in accordance with these Terms; or
- b) caused by you giving us incomplete or inaccurate information or you failing to provide information required by us in good time so that we can properly complete your instructions; or
- c) caused by circumstances outside our control, including machine failure, problems with any system or network, or industrial action.

- 9.4 **Indemnity:** You indemnify us against any losses Norrie & Daughters incurs as a result of you giving us incomplete or inaccurate information that results in:
- a) An investigation or audit of our work by an authorised third party (e.g. Inland Revenue)

## 10.0 Information About You

10.1 Full details of our Privacy Policy is available online at [www.norrie.co.nz/privacy](http://www.norrie.co.nz/privacy)

### 10.2 How we collect and use your personal information:

Wherever you provide personal information whether it's in our offices, online or over the phone, we'll do everything we can to protect it from being used in the wrong way.

As an accounting firm, we need to collect, hold, use and disclose your personal information as part of providing our products and services. We are bound by, and adhere to the privacy provisions as set out in the Privacy Act 1993

### 10.2 Confidentiality of your information:

If you are a client of ours then we will only collect, hold, use, and disclose your personal information in accordance with our Terms or if we're required to by law.

If you are not a client of Norrie & Daughters, we will collect, hold, use and disclose information about you for the purposes for which you provided it, or if we're required to by law.

We won't disclose any personal information to any third party for purposes unconnected with the purpose for which that information was provided to us, but we may share information collected in an anonymous aggregate form.

If you are a client of a subsidiary of Norrie & Daughters (for example GL00 then you consent that, that subsidiary may share your information with Norrie & Daughters and that you may be added to Norrie & Daughters mailing list(s).

Your information is collected and held by Norrie & Daughters at 136 Broadway, Newmarket, Auckland 1023. Under the Privacy Act, you're entitled to see and request the correction of any personal information about you held by us. You can choose not to supply the information we request but it may affect our ability to accept you as a client.

### 10.3 Accuracy of information and asking for or correcting personal information:

We try to make sure that any personal information we hold is accurate. To help us do this, please let us know as soon as you can about any changes in your personal details (including your residential or email address, or telephone or facsimile numbers). Please call us on 09 551 3631 or email us at [admin@norrie.co.nz](mailto:admin@norrie.co.nz) to change your personal information.

### 10.4 Communications:

By providing us with your email address or personal information online, whether via online form, social media such as Facebook or WeChat, or by sending us an email, you agree to us:

- a) collecting, using, sharing and storing your personal information for the purposes you provided it; and

- b) contacting that person via email, text message, online notification (with or without an unsubscribe facility) telephone, or post, in regard to that persons specific request or instructions or for marketing purposes in which case an unsubscribe function will be provided.

#### 10.5 **Cookies:**

A 'cookie' is a small text file placed on your device by a website to capture information about your visit. We use cookies for a number of purposes.

In most circumstances, you can adjust the settings on your browser to notify you when you are offered a cookie and decide whether or not to accept it.

#### 10.6 **Analytics and other technologies we use:**

Norrie & Daughters and/or its related companies use Google Analytics and other tracking software (cookies) throughout our website. These provide us with anonymous information about the use and effectiveness of our website, covering multiple sessions across multiple devices.

We may combine information collected from your use of the [www.norrie.co.nz](http://www.norrie.co.nz) website with other information we hold about you, including personal information.

We also use other tracking software to understand and optimise user experience and to improve our advertising both on and outside our website(s), including but not limited to Google Remarketing and Facebook Remarketing.

#### 10.7 **External websites:**

Where our website contains hyperlinks to third party websites, we are not responsible for the availability, content, or accuracy, or privacy practices of these websites.

### 11.0 **Trust Account Services**

- 11.1 **Payment into trust account:** You authorise Norrie & Daughters to bank into its Trust Account any monies received in the course of carrying out its duties under any assignment or instruction(s) from you.
- 11.2 **Settlement Negotiations with third parties:** Before entering into any final settlement negotiations under any assignment or instruction from you Norrie & Daughters may require the maximum settlement amount plus any outstanding and anticipated fees to be deposited into Norrie & Daughters trust account. Generally this is to aid settlement negotiations.
- 11.3 **Payments to third parties:** You authorise Norrie & Daughters to pay to any authorised third party monies from its trust account held on your behalf and where funds are held on trust under your instruction to pay taxes or settle a dispute and Norrie & Daughters has advised the other party that it holds such funds in trust then you agree that provided the final agreed settlement terms are agreed by you that your instructions to pay the other party are irrevocable.
- 11.4 **Interest & Commissions:** In order to help cover the costs of running a trust account you agree that Norrie & Daughters may receive a commission derived from the interest earned on monies held in trust which may result in you receiving no interest on funds held on trust. If you wish to receive interest on trust funds then please advise us in writing and we will agree with you on how to invest your money in order to receive interest.

## 12.0 Termination of Services or Products

- 12.1 **Termination Generally:** Except for directorships, corporate trustee services, receivership, administration, liquidation and financial trustee services provided to a bankrupt, you can end any other service or product at any time, subject to this section 12 and any applicable Specific Terms.
- 12.2 **Termination of products:** You may terminate any product we provide you with by giving un 1 months' notice in writing. If required, we will download any available online data and provide this to you. We will terminate your access to or use of the product 4 weeks after we receive your notice. You will be liable for the costs of that product up to the date of termination.
- 12.3 **Termination of Services:** You may terminate any services we provide you. Generally, this is will done by a superseding letter from your new tax agent. We will then compile our records and forward to your new tax agent.
- 12.4 **Our right to terminate access to services or products:** If your account is in arrears for 60 days or more then we may terminate your access to our services and products. We will also terminate services or products without notice when:
- a) we hold funds in trust in your name and we learn of your death or any other lack of legal capacity;
  - b) we learn that you, or your guarantor, have suffered a Bankruptcy Event or an Insolvency Event;
  - c) we learn that your guarantors death or any other lack of legal capacity or the guarantor no longer resides in New Zealand;
  - d) for organisation accounts (including those of trusts, companies, incorporated societies and other businesses), while the authority of the person representing the organisation is unclear;
  - e) we reasonably believe that you or someone else has used or is using your account illegally or fraudulently, or behaving improperly (for example, in a threatening or aggressive manner to our staff);
  - f) we reasonably believe that there is a legal requirement to do so, or a Court or other authority requires us to do so;
  - g) you have breached these Terms or any relevant Product Terms;
  - h) we learn of a dispute over the ownership of funds held in our trust account in your name;
  - i) we reasonably believe that you, or payments in or out of a trust account held in your name are subject to a New Zealand or international payments sanction regime.

## 13.0 Miscellaneous Matters

- 13.1 **Applicable Law:** These General Terms and Part 2 – Specific Terms (as applicable to the type of engagement) will be governed by and construed and interpreted in accordance with the laws of New Zealand.
- 13.2 **Jurisdiction:** The parties irrevocably submit to the exclusive jurisdiction of the courts of the state of New Zealand.
- 13.3 **Notices:** In these General Terms and in Part 2 – Specific Terms Notices mean any approvals, consents, instructions, orders, directions and requests that may be given or are required to be given when we are carrying out services for you must unless expressly stated otherwise be:
- a) In writing;

- b) Either sent from your email address or from an email address that you use or be signed by you; or
- c) Delivered to our registered office at Level 3/136 Broadway Newmarket, Auckland.

13.4 **Severance:** In the event that any one or more of the provisions contained in these General Terms or Part 2 – Specific Terms must, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability must not affect any other provisions of this agreement, but this agreement must be construed as if such invalid, illegal or unenforceable provisions had never been contained in this agreement, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated in this agreement to be unreasonable.