



AUTHORITY TO ACT AS YOUR TAX AGENT AND ACCOUNTANT

In our dealings with the IRD as a tax agent, we are required to hold a signed authority to act on your behalf. This is to ensure you retain your extension of time arrangements with the IRD and to let them know that we are authorised to deal with them on your behalf.

As a member of Chartered Accountants Australia New Zealand (CA ANZ) we are also required to hold a record of you appointing us as your Accountant and setting out our Terms of Business.

To obtain your authority to act as your tax agent and to act as your accountant, could you please complete the details below, and email this signing page to accountant@bramwell.co.nz. Sending back just a completed signing page by mobile phone image is fine.

The Authority to Act as your tax agent and Accountant will commence immediately and will continue to apply for future engagements unless otherwise agreed.

I have reviewed the terms offered by BRAMWELL CONSULTANTS LIMITED in this letter, including the attached terms of Business, and these are accepted and agreed to by me on behalf of the below noted.

I am authorised to give, and do give, BRAMWELL CONSULTANTS LIMITED and its staff, authority to act on behalf of, and to obtain information from, Inland Revenue for all tax types (other than child support tax types) on behalf of the below noted.

This includes authority to obtain information from Inland Revenue through all channels (including electronic).

Authority is given to sign on behalf of the entities listed below (delete if not applicable)

Refer to the IR1059 to identify who is able to sign on behalf of a non-individual

An adult is able to sign on behalf of a child under 16, when the child turns 16, they are required to sign an Authority to Act themselves.

Full Name	
IRD Number	
Representative Name (if other than individual)	
Representative Position (if other than individual)	
Signature	
Date	
Email	
Phone Number	
Address	

TERMS OF BUSINESS

Purpose

These Terms of Business confirm and set out the terms of our engagement to perform annual accounting and other services for you and outlines the nature and extent of the services we will provide.

Primary Assignment

Using information supplied by you, upon which we will rely without verification, we will use our professional skills to compile annual financial statements and income tax returns (as applicable). We will commence our work for the period specified in our job booking for the work that we will provide to you. This work will be performed in accordance with the Service Engagement Standard (SES-2) issued by the New Zealand Institute of Chartered Accountants. We can provide a copy of these Standards at your request.

Basis of Preparation

Annual accounts will be prepared in accordance with any applicable legislation. For companies, they will be prepared in accordance with the Tax Administration (Financial Statements) Order 2014. For applicable trusts, they will be prepared in accordance with the Tax Administration (Financial Statements – Domestic Trusts) Order 2022. For other trusts, partnerships, 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.

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.

In Appendix 1 to this letter, we provide a copy of our compilation report reflecting these points which will be issued on completion of the engagement and will be attached to your financial statements.

We will prepare income tax returns on behalf of the associated parties as agreed from the financial information you have provided and from additional material and facts you provide in writing.

We will not audit, review or otherwise attempt to verify or provide assurance on the accuracy or completeness of such financial information and material provided. The outputs that are compiled for you cannot be relied upon to detect error or fraud.

Notwithstanding our obligations in respect of our professional obligations noted below, 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.

Your Responsibilities

It is understood and agreed that you:

1. provide us with accurate and complete information necessary to compile the financial statements and income tax returns promptly;
2. accept responsibility for the accuracy and completeness of all records and information supplied to us and you accept responsibility for any failure to supply us with all relevant records and information;
3. remain responsible for the reliability, accuracy and completeness of the financial information compiled, including income tax returns;
4. note that each page of the financial statements must be read in conjunction with the notes to the financial statements and the accompanying statement of disclaimer;
5. acknowledge that the financial statements and income tax returns are compiled at your request, for your purposes only, and that Bramwell Consultants will not be liable for any losses, claims or demands by any third party;
6. acknowledge that the financial statements will be prepared in accordance with the Basis of Preparation noted above;
7. acknowledge that your acceptance of this compilation engagement letter provides us with the authority to obtain any further information from the Inland Revenue Department (IRD), or any other third party necessary to complete the financial statements and tax return for those entities noted below on our agency listing with the IRD.

Limitations of our Assignment's Scope

Due to the limited scope of the work performed in a compilation, this engagement cannot be relied upon to prevent or detect fraud, irregularities or error. Therefore we wish to emphasise that control over and responsibility for the prevention and detection of fraud, irregularities and error must remain with management.

Professional obligations and confidentiality

We are required to comply with all applicable by-laws, rules, regulations, professional and ethical standards and guidelines of Chartered Accountants Australia and New Zealand (CA ANZ) and the New Zealand Institute of Chartered Accountants (NZICA).

These requirements include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain in the course of this engagement to other parties, without your express consent, except as required by laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering

Financing of Terrorism Act 2009 (including to a third party auditor) and as required by the Common Reporting Standard) professional obligations including:

1. the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'noncompliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.
2. the provisions of the NZICA Rules and Professional Standards that subject us to practice review, trust account audits, investigations and disciplinary procedures. These rules require us to disclose to NZICA, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to this engagement, may be made available to NZICA, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.

Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly. We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

Ownership of Workpapers

Material that you provide to us remains yours and will be returned to you when the engagement is completed. Workpapers that we create remain our property.

Our Fees

Our fees of the engagement are due and payable by the 20th of the month following the date of the invoice unless otherwise noted.

If you are on a monthly fee arrangement, these reflect the on-going nature of accounting and tax service provision. If the engagement is terminated part-way through a year, at time of termination, we will either refund you for work not yet carried out or bill you for work carried out but not paid for.

Retention of Records

We will store accounting records that we hold on your behalf for a period of seven years after the applicable balance date. At the end of that period, the records will be destroyed using a secure document destruction service.

Carrying out of Services

We may involve third-party contractors or outsourced service providers in providing various aspects of your accounting work.

Where we decide to contract work out, you authorise us to disclose your affairs to third parties involved in the provision of outsourced services to you, providing that we shall bind such contractor to a duty of confidentiality and supervise such contractors for ensuring it meets the standards required of a Chartered Accountant under the code of ethics of their ruling body.

Acceptance of our Services in conjunction with this engagement document indicates your acceptance of the use of outsourced services.

Other Assignments

We will carry out assignments noted in Appendix 2 where instructed or requested by you.

Continuation of Service

The arrangements outlined in this letter will continue in effect from year to year unless amended or superseded by mutual agreement.

These terms of business are effective immediately.

We appreciate the opportunity of providing these services and we commit to providing you with quality service in an efficient and timely manner.

Appendix 1**Compilation Report and Disclaimer**
Annual financial statements - compilation

For the year ended 31 March YYYY

1. Scope

On the basis of information provided and in accordance with Service Engagement Standard No. 2: Compilation of Financial Information, we have compiled the financial statements of [Your Entity Name] for the period ended 31 March YYYY.

These statements have been prepared in accordance with the accounting policies described in Note 1 to these financial statements.

2. Responsibilities

The Directors (you) are solely responsible for the information contained in these financial statements and have determined that the accounting policies used are appropriate to your needs and for the purpose that the financial statements were prepared.

The financial statements were prepared exclusively for your benefit and we do not accept responsibility to any other person for the contents of the financial statements.

3. No audit or review engagement undertaken

Our procedures use accounting expertise to undertake the compilation of the financial statements from information you provided and do not include verification or validation of that information. No audit or review engagement has been performed and accordingly no assurance is expressed.

4. Independence

We have no involvement with {Your entity name}, other than for the preparation of financial statements and management reports and offering advice based on the financial information provided.

5. Disclaimer

We have compiled these financial statements based on information provided which has not been subject to an audit or review engagement. Accordingly, we do not accept any responsibility for the reliability, accuracy or completeness of the compiled financial information contained in the financial statements. Nor do we accept any liability of any kind whatsoever, including liability by reason of negligence, to any person for losses incurred as a result of placing reliance on these financial statements.

Appendix 2**Other Assignments**

We will carry out assignments noted below where instructed or requested by you to:

1. Prepare other tax returns as and where requested for example:
 - 1.1. Goods and services tax returns
 - 1.2. Monthly PAYE and wages returns
 - 1.3. Any other tax return you request us to prepare or where we feel it is necessary to prepare to comply with your taxation obligations
2. Provide you with taxation advice.
3. Prepare and lodge an annual return with the Registrar of Companies for each and any entity noted in Appendix 1 as applicable and based on information provided by you.

Where applicable, this includes any corporate trustee that is a trustee of a trust we act for on your behalf.
4. Prepare and lodge any other documents with the Registrar of Companies in accordance with the Companies Act 1993.
5. Establish and maintain company registers as required by the Companies Act 1993 based on information provided by you.
6. Prepare dividend documents to accompany company distributions, when instructed by you.
7. Prepare an Indicative Valuation Report (IVR), the scope and limitations of which will be clearly indicated in the IVR itself.
8. Assist with ACC matters and to deal directly with ACC when required.
9. To prepare Department of Statistics returns as required.
10. Carry out any other tasks you instruct us to do, and we accept doing, from time to time.