

Dear Client

## **RE: TERMS OF ENGAGEMENT**

This is a "Letter of Engagement" to confirm the basis upon which we will provide you with specialist tax, trust and commercial advice. Please sign the attached acceptance form and fax to us.

You are our client and we value the referrals and enquiries made by you. Our policy is to provide you with the best tax, trust and commercial advice and service at an affordable price to both you and your client by one or more of our professionals. Each of our professionals has had many years of experience specialising solely in taxation. We place emphasis on maintaining our specialised taxation knowledge, providing a high quality product to you and a personalised service.

This engagement letter is valid from 1 June 2010. By continuing to use our service you agree to the terms and conditions set out in this engagement letter.

## **OUR TERMS**

Where a due date is specified we will always attempt to meet that due date unless we provide you with prior notice that the date cannot be met. A priority will be to meet and more importantly, to exceed your expectations.

All enquiries and correspondence will be directed to you except where you have requested us to make enquiries, and / or address correspondence elsewhere.

We will maintain full confidentiality in relation to all matters referred to us.

We will not compete with you in relation to your client referrals. You are our client and we will continue to regard the client as a client of yours to protect your relationship with them.

## **SCOPE OF SERVICES – TAX HELP**

nsaTax provides a wide range of services including both written and verbal advice on all manner of tax issues. One such service is our "Tax Help" or "Just Checking" phone service whereby you call us to check on a specific tax issue.

This service is intended to be a confirmation of your thoughts on a particular issue. The intention is that you call us with a quick question together with your views on the matter, and in return you receive our initial thoughts over the phone. These thoughts are followed up with a brief handwritten file note. Generally speaking, no detailed research is undertaken on such issues.

This service and the file note provided is not intended to provide an exhaustive or comprehensive statement of tax law and should not be used as a substitute for considered written advice. In this regard, you should refer to our disclaimer of liability at the foot of our file notes.

In addition, nsaTax's liability to you and your clients will be limited to 25 times the amount invoiced in respect of that tax help advice.

This fee limitation will not apply to formal written opinions/advice.

## **DEBTORS POLICY**

The fees rendered to you in respect of taxation services provided will be from nsaTax Limited. You should advise us of your client reference and whether you want a separate fee for each client or one fee encompassing work done on all your clients.

As you are our client our invoice will be addressed to you and we will look to you for payment. This includes written and verbal instructions and referrals from you. Under no circumstances will our fee be issued to your client in their name. We require fees to be paid by you on or before the 20th day of the month following the date of the invoice, regardless of whether or not you have been paid by your client. We expect that you will have arrangements in place with your client's funds to be available to ensure payment is made on time.

Our Debtors policy is now as follows:

- i) Fees that are unpaid one week after the due date, will receive a reminder letter. A follow up phone call or email will be made at the beginning of the next month if fees remain unpaid.
- ii) Clients with fees two months overdue could be placed on the stop work list until **all outstanding fees** are paid, unless arrangements have been made.
- iii) If fees remain unpaid once the debt is 3 months overdue, legal proceedings could follow. All costs (including without limitation all debt collection costs as between solicitor and own client) incurred by us in recovering or attempting to recover payment of any debt owed by you to us will be payable by you upon demand.
- iv) If your firm has fees unpaid after three months on three occasions in two years, we could cease to do further work on a permanent basis.

Statements are sent monthly.

## **FEE ESTIMATES & QUOTES**

To avoid fee problems, we are happy to provide an estimate or quote. We will not bill according to a fee limitation, but will bill according to our time input. Please note however, that an estimate is an approximate cost only and we reserve the right to alter the estimate by 20% either way. If you prefer a quote, which is an agreed fixed fee, we require 50% of the quoted fee in advance (before commencing work) with the balance payable on completion of the opinion.

If we discover on receiving an assignment that the set fee estimate or quote is inadequate, we will contact you prior to commencing the assignment.

Where no fee limitation has been placed by you on the assignment, we will endeavour to contact you prior to commencing the assignment where the estimated cost is likely to exceed \$2,000 exclusive of GST. Where we have been asked to deal with your client directly, any advice of likely costs provided to them will be in notification to you of an estimated cost of assignment.

## **HOURS**

One of our professional team will be available for your enquiries on business days between the hours of 8.30am to 5.00pm. Our team has a considerable amount of both national and international experience and knowledge of taxation and business structures. We can also assist in tax investigations, tax queries, tax disputes as well as the various tax issues that arise from time to time.

We look forward to being of valuable service to both you and your clients.

Yours sincerely  
**NSATAX LIMITED**



Phil Bell

Paula

Murphy

### FORM OF ACCEPTANCE

<b>TO:</b>	nsaTax Limited
<b>FAX Number:</b>	09 309 6506
<b>FROM:</b>	
<b>DATE:</b>	
<b>SUBJECT:</b>	<b>nsaTax Limited – Letter of Engagement</b>

Please indicate your acceptance of the terms and conditions as set out in the accompanying Engagement Letter by signing and dating where indicated and returning by fax on (09) 309 6506.

I have read, understood and accept the terms and conditions as outlined in your Letter of Engagement.

Contact Name .....

Company.....

Date .....

Signature.....