

# **STANDARD TERMS & CONDITIONS OF ENGAGEMENT OF**

## **Kiwi Financial Services Limited as a Tax Agent**

### **(trading as Kiwi Tax Refund & Kiwi Personal Tax)**

#### **1. AUTHORITY TO OBTAIN INFORMATION FROM THE INLAND REVENUE DEPARTMENT**

I give authority to Kiwi Financial Services Limited (trading as Kiwi Tax Refund & Kiwi Personal Tax) to be my Tax Agent (to the exclusion of my current tax agent - if any) in order to obtain information from Inland Revenue (IRD), electronically, by mail, by fax, by telephone, in person or by any other method.

#### **2. DECLARATION**

I certify that:

- Any information I provide to Kiwi Financial Services Limited is correct and accurate.
- I will supply all interest, dividend, overseas income, Maori authority income, rental property income or any other income details (e.g. foreign dividends) to Kiwi Financial Services Limited.
- I am a New Zealand resident for tax purposes.
- I will advise Kiwi Financial Services Limited if I owe any arrears in Child Support or Working for Families Tax Credits or Student Loan.
- I authorise Kiwi Financial Services Limited to act as my tax agent and to obtain any tax information from Inland Revenue on my behalf.
- I authorise and instruct Kiwi Financial Services to request/confirm my Personal Tax Summary(s). Access and assess my Income Tax Assessments to assess if I have declared all my tax obligations to IRD. I have supplied all information necessary to carry out such service and I am responsible for the accuracy and completeness of such information.
- I accept that any Personal Tax Summary requested or other Tax Return filed, on my behalf, from Inland Revenue by Kiwi Financial Services Limited is deemed to be true and correct.
- I agree to the published fee structure and agree to pay this fee as the cost involved in processing my tax application.
- Inland Revenue will direct credit all my tax refunds, as detailed below, to the client trust account of Kiwi Financial Services Limited.
- I understand that Kiwi Financial Services Limited can deduct the agreed processing fee from my refund(s) before paying the remaining funds to me either by cheque or directly to my nominated bank account.
- I am subject to any and all fees that would have been due, based on the result of my tax refund if it goes towards IRD debt.
- I understand that I can delink from the Kiwi Financial Services Limited tax agency at any time by contacting Inland Revenue or Kiwi Financial Services Limited. I agree that if any work on my tax application has commenced before I delink from the Kiwi Financial Services Limited tax agency, I am subject to any and all fees would have been due, based on the result of my tax refund or service provided.

- I agree that if I wish to alter or cancel my application, I must contact Kiwi Financial Services Limited by telephone, fax or email before any work is started. If any work on my tax refund application has commenced before my change or cancellation is received by Kiwi Financial Services Limited, I am subject to any and all fees that would have been due.
- I understand that once my application is completed and any refund payments have been made to me that, unless I advise Kiwi Financial Services Limited I will remain linked to their tax agency unless I advise them to terminate this agreement and delink me from their tax agency. No further work shall be conducted for the next tax year unless I reapply with Kiwi Financial Services.
- I understand that I can delink myself from Kiwi Financial Services Limited and terminate this agreement<sup>^</sup>.
- I will advise Kiwi Financial Services Limited if my personal details change in any way.

<sup>^</sup> Fees may apply.

### **3. FEES**

I agree to pay to Kiwi Financial Services Limited, as a tax preparation fee and or service, a sum equivalent:

#### **2017 – 2018 Tax Years:**

12% plus GST on each refunded amount will be deducted with a maximum fee of \$300 and a minimum fee of \$10. No Refund – No Fee.

#### **2019 & Onwards Tax Years:**

All "Auto Assessed" clients - \$29 plus GST.

All "More Information" clients – 12% on each refunded amount will be deducted with a maximum fee of \$300 plus GST and a minimum fee of \$10 plus GST

All "Tax Bill" clients \$29 plus GST.

#### **IR3 Filers**

12% Fee on Refunded amount (minimum fee of \$49) Or Fees from \$49.

Specifically:

a. I agree to pay any fees due on demand from Kiwi Financial Services Limited. I acknowledge that failure to pay such fees will result in debt recovery action and that I will be liable for any and all debt recovery fees incurred by Kiwi Financial Services Limited as a result of this action. An instruction/loading fee of \$10.00 will be charged on the loading of each New Zealand based debt. Credit Consultants Group NZ Limited will add a Commission at the rate of 20% (percent) and will be charged on each payment/debt reduction, including on tracing, field visits, and legal charges. A minimum amount of \$2.00 will be charged on any payment received.

b. To qualify for the "beat it by 10%" guarantee, you must send us evidence of a cheaper tax refund deal from an authorised NZ Tax Refund company before we process and file your tax refund application

c. Referral Promotion - For a Referral to be valid, the individual must have at least one "Tax Year" not accessed.

D. I am subject to any and all fees that would have been due, based on the result of my tax refund if it goes towards IRD debt.

Note: All fees are exclusive of G.S.T and Auto Accessed, More Information and IR3 Filers are explained in detail on the Kiwi Tax Refund "How It Works Page".

#### **4. RECEIPT AND PAYMENT OF TAX REFUNDS**

In respect of any tax refunds due to me, I give the following authorities:

- a. For Kiwi Financial Services Limited to receive all refunds due to me on my behalf and deposit them into the Kiwi Financial Services Limited Client Trust account;
- b. For Kiwi Financial Services Limited to debit, from each and any refund, the preparation fee as set out above; and
- c. For Kiwi Financial Services Limited to pay the net balance of all refunds to me, either by direct credit into my bank account, or by cheque to the postal address supplied with the filing authorisation.

#### **4. PROCESSING TIMES**

I accept that the time taken to process my application relates only to Kiwi Financial Services Limited in-house processes and that additional processing time for my application may occur at any time due to delays caused by Inland Revenue processing timeframes.

#### **5. TERMINATION OF AUTHORISATION**

I agree that this Tax Agency agreement may be terminated at anytime by either party subject to the conditions laid out in sections 2 and 3. Specifically this tax agency will be terminated when:

1. Kiwi Financial Services Limited delinks me from their tax agency for any reason; or
2. I apply to Kiwi Financial Services Limited to terminate the tax agency authorization for any reason.
3. I ask IRD to delink me from this tax agency. Upon termination, you will be delinked from our tax agency.

#### **DISCLAIMER BY KIWI FINANCIAL SERVICES LIMITED**

Kiwi Financial Services Limited (trading as Kiwi Tax Refund & Kiwi Personal Tax) has used information submitted by you and provided by Inland Revenue. Kiwi Financial Services Limited does not accept any responsibility for the accuracy or completeness of the material from which any Personal Tax Summary, Income Tax Assessment or Tax Return has been prepared. It is the responsibility of the client to verify the accuracy and completeness of this information Kiwi Financial Services Limited has not audited or validated the information you and the Inland Revenue Department have provided; therefore, neither we nor any of our employees, associates or agents accept any responsibility for the accuracy of any Personal Tax Summaries, Income Tax Assessment or Tax Return that we have requested or filed on your behalf. Personal Tax Summaries, Income Tax Assessment or Tax Return have been requested under instructions from, and for the sole benefit of, you (the client) only. Kiwi Tax Refund, Kiwi Personal Tax, Kiwi Financial Services Limited, it's employees and agents do not accept any responsibility on any ground whatsoever, including liability in negligence, to any other person.

**Kiwi Financial Services Limited, PO Box 24 217, Manners Street, Wellington 6142, New Zealand**