

## LJ Bass Ltd Terms of Engagement

### Terms of Appointment

The engagement letter and these terms set out our understanding of your requirements, and the terms and conditions of our appointment

### Quality of Service

It is our desire to provide you at all times with high quality service to meet your needs. If at any time, you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the partner/director responsible.

### Consumer Guarantees Act

If you require services from us for personal use, nothing in these terms excludes or limits any rights you have under the Consumers Guarantees Act 1993

### Conflict of Interest

We are not presently aware of any conflict which would affect our ability to provide services to your operation. We will advise you if we become aware of any potential conflict of interest, and we will work with you to find a suitable solution.

### Confidentiality of Information

Our directors and staff will not disclose to third parties confidential information relating to our clients, unless compelled to do so by the Law.

### Reliance on client information

You agree to provide us on a timely basis the information reasonably required to enable us to provide our services. You warrant that the information provided will be accurate and complete and acknowledge we will rely on that information without further verification.

### Client Documents

If we are provided with custody of any documents belonging to you, including share registers or constitution documents, those documents will be retained during the course of our appointment (unless their earlier return is requested) at the end of which they will be returned to you unless separate arrangements have been made. We shall be entitled to retain copies.

We reserve the right, in appropriate circumstances, to exercise a lien for any documents and files belonging to you which may be in our possession.

### Our work papers

You acknowledge the work papers we produce when providing the services detailed in the engagement letter belong to us.

We will:

- (a) Inform you if any other person seeks access to our paper work; and
- (b) Seek your comment before granting access to any person unless we are compelled to do otherwise at law. In particular, in certain circumstance, the Inland Revenue Department may request access to information and work papers and we may not legally be able to stop this process.

### Allocation of Staff

We will allocate staff with the appropriate level of skill, experience and responsibility to provide the services.

### Reporting

We will report to you in accordance with the terms set out in the engagement letter. You may take copies of the report for your own internal use but you must not provide the report or copies of it to any third party without attaching our audit report/Statement of Disclaimer.

### Fees, Expenses and Payment of Invoices

Unless otherwise specified in our engagement letter, our fees are calculated on the basis of the time spent on the assignment by our partners/directors and staff and on the levels of skill and responsibility involved. Our fees, together with responsible disbursements and out of pocket expenses, will be invoiced to you in instalments. All invoices will be due for payment on the 20<sup>th</sup> of the month following the date of invoice. We reserve the right to charge a commercial rate of interest on accounts which are overdue by more than one month.

### Changes to Services

Either of us may request changes to the services as set out in the engagement letter or changes to any other aspect of the terms of engagement. Both of us agree to work together to enable both parties to assess the impact of any requested changes on the cost, timing or any other aspect of the services.

### Termination

This agreement may be terminated by either party giving written notice to the other. Termination will not affect your obligation to pay our fees for all services performed to the date of the notice of termination.

Any of the terms and conditions of this agreement letter which are intended to apply after termination will continue to apply.

### Liability

We shall use reasonable skill and care in the provision of the services set out in the engagement letter and terms of engagement. We shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part in respect of services provided in connection with, or arising out of, the engagement set out in the engagement letter (or any variation or addition thereto) but, to the extent permitted by law, any liability of LJ Bass Ltd, its partners/directors and staff (whether in contact, negligence or otherwise) shall in no circumstances exceed five times the fees paid in the aggregate in respect of all such services.

### Disclaimer

We will provide a disclaimer in the Financial Statements. The Disclaimers will read as follows

"I have compiled the Financial Statements of the above client for the year ended 31 March [year] (page 1 to [number]). A compilation is limited to the collection, classification and summarisation of the financial information supplied by the client. A compilation does not involve the verification of that information. I have no audited or reviewed the Financial Statements. Therefore neither I nor any of my employees accept any responsibility for the accuracy of the materials from which the Financial Statements have been prepared.

Further, the Financial Statements have been prepared by the request of and for the purpose of the client and neither I nor any of my employees accept any responsibility on any ground whatsoever, including liability in negligence, to any other person."

### Entire Engagement

Subject to any qualifications, conditions, assumptions and reservations set out in any report or opinion furnished to you, these terms of engagement:

- (a) Constitutes the entire understanding and agreement of the parties relating to the matters dealt within it;
- (b) Supersedes and extinguishes all prior agreements, statements, representations and understandings whether verbal or written between us relating to the matters dealt with in the engagement letter, and
- (c) May be varied at any time by mutual agreement in writing.

### Interpretation

In the engagement letter, "we", "our" and "us" refer to LJ Bass Ltd

### Representations

You acknowledge that LJ Bass Ltd has made no warranties or representations in relation to this assignment other than those set out in these terms of engagement and the engagement letter.