Insightful Services Engagement Terms and Conditions @ 23 Oct 2026

Set out here are the information required by the Rules of Conduct and Client Care for an IRD-registered tax agent where Janet Yap trading as Insightful Services (we or us) provide accounting and related services to our clients (you).

Unless we expressly agree otherwise in writing, these terms will apply whenever you ask us to act for you on a matter. You do not need to sign any formal documentation to indicate your acceptance of these terms. Your acceptance of these terms will be assumed from you engaging us or continuing to engage us.

If you have any comments or questions about these terms, please contact us.

1. Client Care and Service

1.1 Whatever accounting services we (as your accountant) provide, we must:

a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
b) Protect and promote your interests and act for you free from compromising influences or loyalties.
c) Discuss with you your objectives and how they should best be achieved.
d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
e) Charge you a fee that is a fair and reasonable and let you know how and when you will be billed.
f) Give you clear information and advice.
g) Protect your privacy and ensure appropriate confidentiality.
h) Treat you fairly, respectfully and without discrimination.
i) Keep you informed about the work being done and advise you when it is completed.
j) Let you know how to make a complaint and deal with any complaint promptly and fairly.

1.2 The obligations accountants owe to clients are described in the Code of Ethics for members of Institute of Singapore Chartered Accountants (ISCA). Those obligations are subject to other overriding duties, including duties to the courts and to the justice system. If you have any questions, please visit www.isca.org.sg

2. Persons Responsible for the Work

Janet Yap, will have the overall responsibility for the services we provide for you

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3. Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds any minimum standards from time to time specified by tax agent industry. We will provide you with particulars of the minimum standards on request.

4. Legal Advice

We are not experts in legal matters. We recommend that you also obtain advice in that regard from suitably experienced and qualified advisers in respect of any matter or transaction that we handle for you. If we assist you in relation to any accounting or tax matter, we do so on the basis that we do not accept any responsibility in relation to the assistance that we have given, whether or not we have obtained advice on your behalf.

5. Investment and Financial Advice

We do not give investment or financial advice of any kind.

6. Foreign Law

We are only qualified to advise on New Zealand tax law. If we assist you on matters governed by foreign law, we do so on the basis that we do not accept any responsibility in relation to the assistance that we have given, whether or not we have obtained foreign legal and tax advice on your behalf.

7. Third Party Providers

Where we recommend or suggest that you engage a third party to provide you with goods or services (Third Party Providers), our recommendation or suggestion will be made in good faith. However, you agree that we will have no liability to you (whether in contract, equity, tort or otherwise) for any act or omission of such Third Party Provider.

8. Limitation of Liability

To the extent permitted by law, the aggregate liability of us (which for the purpose of this clause, includes Janet Yap, employees and agents) whether in contract, equity, tort or otherwise, arising out of your engagement of us on a matter (or any series of related matters) is limited to:

a) if any amount is available to be paid out under our relevant insurance policies in respect of our liability to you, that amount, up to a maximum of NZ$1,000,000 (including interest and costs); or

b) in any other case, NZ$1,000 (or such other amount specified in writing by us at the time we are engaged to act for you in relation to a matter),

and, if you consist of more than one person (such as a couple or a partnership), this limit on our liability is the maximum combined amount that we will have to pay you together.

9. Confidentiality

We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

a) To the extent necessary or desirable to enable us to carry out your instructions; or

b) To the extent required by law or by the ISCA rules contained in its Code of Ethics

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing accounting services for you.

We will not disclose to you confidential information which we have in relation to any other client.

10. Retention of files and document

We will retain all your files and documents related to your matters electronically for at least seven years after the end of our involvement in the matter (any hard copies may be securely destroyed). We are under no obligation to retain your files and documents for a longer period unless we explicitly agree with you in writing that we will do so. If we retain any hard copy of a file or document it may be stored at our premises or with an independent storage provider at another location.

If you uplift your files or documents, they will be provided in electronic format (hard copies will also be provided, if we hold them). We reserve the right to charge for any attendances relating to the uplift of files and documents for you.

11. Conflicts of interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interests arise, we will advise you of this and follow the requirements and procedures set out in ISCA rules.

12. Scope of Our Role

12.1 Our duties are owed to you. Unless otherwise agreed in writing or required by law, those duties will not extend to others (for example, associated parties such as shareholders or related companies, directors or employees, or parents or other family members).

12.2 Our advice is given solely for your benefit and in your interests. If any other parties wish to rely on the advice we give you, they can only do so if we agree in writing).

12.3 Our advice is strictly limited to the matters stated in it and does not apply by implication to any other matters.

13. Financial

13.1 Fees – The basis on which fees will be charged is set out below:

a) If our initial letter specifies a fixed fee, we will charge this for the agreed scope of services.

   Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs. Fees range from $50 per hour plus GST for intermediate accountant and $200 per hour plus GST for principal, Janet Yap.

b) The time spent on a matter is one factor that we take into consideration when determining a fair and reasonable fee. We may also take into consideration:

   i. The skill, specialised knowledge and responsibility required to perform the services properly;
   ii. The importance of the matter to you and the results achieved;
   iii. The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you;
   iv. The degree of risk assumed by us in undertaking the services, including the amount or value of any property involved;
   v. The complexity of the matter and the difficulty or novelty of the questions involved;
   vi. The experience, reputation and ability of the accountant;
   vii. The possibility that the acceptance of the particular retainer will preclude engagement of the accountant by other clients;
   viii. Whether the fee is fixed or conditional (whether in litigation or otherwise);
   ix. Any quote or estimate of fees given by us;
   x. Any fee agreement (including a conditional fee agreement) entered into by us;
   xi. The reasonable costs of running our accounting firm; and

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xii. The fee customarily charged in the market and locality for similar accounting services. to undertake that variation. If a quotation is not requested, then we will operate on our normal hourly rate schedule.

13.2 Disbursements and Expenses

In providing services we may incur disbursements or expenses or have to make payments to third parties on your behalf. These will be included in our invoice to you when the disbursement or expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

13.3. GST

GST (if any) is payable by you on our fees and charges.

13.4 Invoices

We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant disbursement or expense.

13.5. Payment

Our invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interests to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above the BNZ (Bank New Zealand Ltd) overdraft lending rate, calculated on a daily basis from the due date. If we refer the outstanding debt to a debt collection agency, you will be liable for any debt collection costs incurred.

13.6 Deduction from Funds Held

If we hold funds for you, then we may deduct our fees, disbursements and expenses from those funds. These terms constitute advance notice of our intention to deduct those fees, disbursements and expenses. An invoice will be provided to you before that deduction occurs.

13.7 Security / Prepayment of Fees

We may ask you to pre-pay amounts to us, or to provide security for our fees, disbursements and expenses. If our client is a company, trust or other legal entity or personality we may require the individual(s) or other entities associated with our client to guarantee the obligations of our client to us. You authorise us to debit against amounts pre-paid by you any fees, disbursements or expenses for which we have provided an invoice.

13.8 Third parties

Although you may expect to be reimbursed by a third party for our fees, disbursements and expenses, and although our invoice may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us and we may require you to pay any such invoice.

14 Lien

When work has been done by us but we have not been paid by you, then as a general rule, we have the right to retain your files and documents until such time as all outstanding fees, disbursements and expenses have been paid.

15 Anti-Money Laundering and Foreign Account Tax Compliance

15.1 We must comply with all laws binding on us in all applicable jurisdictions, including (but not limited to):

a) The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and

b) The United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together referred to as FATCA)

15.2 Where required by the AML/CFT Act, FATCA or any other law binding on us (in any applicable jurisdiction):

a) we will perform client due diligence and account monitoring, keep records, and report any unusual or suspicious transactions; and we may be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction, and we may require you to promptly provide information and documents for these purposes from time to time. These may relate to you, any other relevant person (for example, any beneficial owner), the source of funds, the transaction, the ownership structure, tax identification details and any other relevant matter. We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

b) We, the bank or other entity may: suspend, terminate, or refuse to enter into a business relationship; delay, block or refuse to process a transaction (including by refusing to handle

and deposit money on trust for you); and report a transaction, without notice if the required information or documents are not promptly provided or it is suspected that the business relationship or transaction is unusual, may breach any applicable law or may otherwise relate to conduct that is illegal or unlawful in any jurisdiction.

16. Electronic Communications

Unless otherwise agreed with you, we may communicate with you and others by electronic means. As you may be aware, such communications may not be secure and may be subject to unauthorised interception, interference, error or virus. While we will take all reasonable steps to protect our communications from such issues, we will not accept any responsibility and will not be liable for any damage or loss if they occur.

17. Termination

You may terminate our agreement at any time. We may terminate our services at any time. If our engagement is terminated by you or us, then you must pay us up to the date of termination all expenses and disbursements incurred by us to that date.

18. Consumer Guarantees Act 1993

Where you are acquiring our services for the purposes of a business, the Consumer Guarantees Act 1993 will not apply.

19. Miscellaneous

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

You may not transfer or assign your rights or obligations under these terms or in relation to any engagement with us on any matter.

We are entitled to change the terms from time to time, in which case, we will provide you a copy of the amended terms.

Our relationship with you is governed by New Zealand and New Zealand courts have non-exclusive jurisdiction.

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