Terms & conditions.

THE FINE PRINT

Convex Accounting Ltd

The standing rules for how we work with our clients. Same set of terms across all our clients, and continues year on year.

This page is the current, authoritative version of our Terms & Conditions. The version published here supersedes any signed copy held by a client. Section 1 sets out how we manage material and non-material updates.

LAST UPDATED

14 August 2026

QUESTIONS

hello@convexaccounting.co.nz

TERMS & CONDITIONS

Terms & conditions.

The standing rules for how we work together. Same set of terms across all our clients, and continues year on year. The current version of these Terms & Conditions is always at convexaccounting.co.nz/fineprint, and the website version supersedes this signed copy. Section 1 below sets out how we manage material and non-material updates.

01 About these terms

Three documents form our working arrangement:

01. **Engagement Letter** – on the front of this document. Sets out who we're acting for, the scope of work (by reference to your Service Agreement), the authorities you give us, and your signature.
02. **These Terms & Conditions** – this schedule. The standing rules for how we work together.
03. **Service Agreement** – issued separately and refreshed periodically. Sets out what we'll do for you and what it costs.

In these Terms, "you" and "your" mean each person and entity covered by the Engagement Letter (including any others you ask us to act for), and "we", "us" and "our" mean Convex Accounting Ltd (Convex).

These Terms continue from year to year and cover all work we do for you. The current version is at convexaccounting.co.nz/fineprint, and the version on our website applies once it's been uploaded. We'll handle updates as follows:

- **Non-material updates** – things like typos, clarifications, formatting, contact details, branding, service provider changes (including which providers we use), and updates driven by Chartered Accountants Australia and New Zealand (CAANZ) – apply from the date we upload them.
- **Material updates** – changes to our liability cap, fee structure, scope of services, AML procedures, termination rights, or the scope of our confidentiality obligations – we'll email you at least 14 days before they take effect. If you don't want to accept a material update, you can terminate the engagement without penalty.

If there's ever a conflict between your Engagement Letter, your Service Agreement, and these Terms, we'll let you know which prevails. New Zealand law governs the agreement and the New Zealand courts have non-exclusive jurisdiction over any dispute.

You confirm that you have the authority to agree to these Terms on behalf of all the people and entities listed in your Engagement Letter, and any others you later ask us to act for.

If anything in these Terms isn't clear, or doesn't feel reasonable, tell us. We'll explain or redraft so you're comfortable with what you're signing.

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02 The Service Agreement

The services we'll provide and the fees we'll charge are set out in the Service Agreement we issue you from time to time. Each new Service Agreement supersedes the previous one once you've accepted it in writing (including by email reply).

If we agree to additional or different work outside what's in your current Service Agreement, we'll either issue a new Service Agreement or confirm the change in writing before the work starts. For one-off work that needs to start straight away, we'll confirm the scope and fee by email.

03 Joint clients

Where we're engaged to act for more than one person or entity – for example you and your spouse, you and your business partners, or a family group of related entities – we'll act on the basis that you're an economic or family unit with shared interests. We may deal with any of you and may discuss the affairs of one with the others as needed to do our job. If you'd like to change these arrangements, let us know.

If the interests of joint clients covered by this engagement diverge – for example through relationship breakdown or a falling-out between business partners – we'll treat you as separate and distinct clients from that point. These Terms continue to apply to each of you. We'll work through any conflict-of-interest issues under the CAANZ Code of Ethics at that time, which may mean we can continue acting for both, one, or neither of you.

04 Who can give us instructions

You confirm that you, and any other person you nominate in writing from time to time (once we've acknowledged the nomination), are authorised to give us instructions and information on behalf of all persons we're acting for, and to receive our advice and documents on their behalf.

If we're acting for a business and we receive conflicting instructions from different people, we may refer the matter to the board, partners, or owners (as applicable) and act only as they direct.

05 Conflicts of interest

We'll let you know if we become aware of any conflict of interest in our relationship with you, between the people covered by this engagement, or between you and another client of ours. Where a conflict can't be managed in a way that protects your interests, or you don't consent to the way we propose to manage it, we'll be unable to continue acting for some or all of you.

We may act for other clients whose interests aren't aligned with yours, subject to our confidentiality obligations under section 13.

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06 Scope of our services

The objectives, scope, and outputs of our work are set out in your Engagement Letter and current Service Agreement.

Where we prepare financial statements, the applicable financial reporting framework is specified in your Engagement Letter. This is typically the Special Purpose Financial Reporting Framework for For-Profit Entities (SPFR-FP) under the Tax Administration (Financial Statements) Order 2014, except for not-for-profit entities where a Public Benefit Entity framework applies.

Our work is intended solely for your benefit and only at your request. We don't accept responsibility to any other party for advice resulting from our work, or for decisions based on it. No one should rely on the financial statements without an audit, or on any forecasts we prepare – we can't guarantee future results.

Our advice is based on our understanding of the law and Inland Revenue practice at the time we give it. We won't update our work for future legislative, judicial, or Inland Revenue policy changes, and we accept no responsibility for outcomes that arise from those changes or from Inland Revenue disagreeing with our view.

07 What we won't do

To be clear about scope, we won't:

- **Provide investment or financial advice** regulated under the Financial Markets Conduct Act 2013 (as amended by the Financial Services Legislation Amendment Act 2019).
- **Carry out audit or fraud-detection procedures.** We don't carry out specific procedures to detect internal control weaknesses, errors, fraud, or other irregularities, nor audit, review, or otherwise verify the accuracy or completeness of records or information you give us.
- **Accept responsibility for inaccurate or incomplete records,** or for maintaining adequate internal controls or accounting policies within your organisation.
- **Manage client funds for you** – including operating a trust account, accepting cash, holding funds for safekeeping, setting up trusts, or handling internet banking, bill payments, or transfers on your behalf. This means we also won't accept third-party payments into our accounts on your behalf, including tax refunds from Inland Revenue. If you need any of these services, you'll need to arrange them yourself or through another provider.
- **Be liable for losses arising from third-party services,** including cloud accounting platforms (such as MYOB, Xero or Prosaic), online government services (Inland Revenue, Companies Office, ACC), online banking, or from viruses and similar.

If we become aware of a matter during our work that suggests an error, misstatement, illegal act, or other irregularity exists, we'll bring it to the attention of the appropriate level of management or governance.

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08 Anti-money laundering

Some of the services we provide are captured activities under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 – specifically, incorporating companies on your behalf. For captured activities, we're required to verify your identity and obtain certain information about you before we can act. We may also need to do this periodically.

If we can't complete the required customer due diligence, we can't carry out the captured activity. We may also need to disclose information to a third-party AML auditor or to the Department of Internal Affairs where required.

Most of our other services aren't captured activities.

09 Compilation services

Where we prepare financial statements for you, we'll do so in accordance with CAANZ's Service Engagement Standard No. 2 (Compilation of Financial Information).

A compilation report will be attached to all financial statements that include a Statement of Financial Position. The compilation report makes clear that:

- We haven't audited or reviewed the financial statements, and we don't express any assurance on them.
- The directors, trustees, or owners (as applicable) are solely responsible for the information in the financial statements.
- The financial statements have been prepared for your benefit and we don't accept responsibility to any other person.
- The Special Purpose Reporting Framework (or, for not-for-profits, the PBE framework specified in your Engagement Letter) has been used.
- Our procedures don't include verification or validation. We don't accept responsibility for the reliability, accuracy, or completeness of the financial information compiled from records you provide.

Where required by legislation, we'll prepare financial statements in accordance with generally accepted accounting practice in New Zealand. Where the format isn't dictated by legislation, we'll prepare them in compliance with the minimum requirements of the Tax Administration (Financial Statements) Order 2014. Periodic management accounts aren't governed by legislation and will be prepared on the basis you ask us to use.

10 Period of engagement and termination

This engagement starts on the day your Engagement Letter is signed and continues on an open-ended basis until either of us ends it. We're not responsible for any of your affairs before that date.

We'll review the scope and fees with you at the completion of each set of annual accounts, and any time

there's a substantive change in your circumstances – for example adding a new entity to your group, changes to your business, or significant changes in legislation or our processes that affect how we work with you. The review is usually documented through a new Service Agreement.

Either of us may terminate this engagement by giving 14 days' written notice. We may terminate immediately if:

- A conflict of interest arises that we can't manage.
- You fail to cooperate with us.
- We have reason to believe you've given us or another person misleading or factually inaccurate information.

Termination doesn't affect rights that have already accrued. Fees paid in advance for work over a longer period (for example annual accounts paid monthly across a year) are non-refundable on termination, and any remaining instalments for the current financial year remain payable. This reflects the work we do throughout the year leading up to the annual accounts (GST reviews, tax payment calculations, ad hoc support) – not just the year-end output.

11 Fees and payment

Our fees are calculated on the basis set out in your Service Agreement, taking into account the skill, responsibility, importance, and risk associated with the work.

We bill on a monthly direct debit basis for ongoing work, and on completion for one-off work. Invoices are payable on the 20th of the month following invoice date, except where direct debit terms apply. All fees are in NZD and exclusive of GST unless otherwise stated.

If a fixed-fee quote turns out to be inadequate due to unforeseen circumstances – for example missing or unreliable records, scope creep, or unexpected complexity – we'll let you know promptly and agree a revised fee with you before continuing.

We may charge interest on overdue invoices at the Reserve Bank of New Zealand official cash rate plus 4%. If payment is unduly delayed we may suspend services or cease acting on written notice, and we'll exercise these rights only where it's fair and reasonable to do so.

For ongoing work paid by monthly direct debit, if a direct debit fails or is reversed we may suspend services until the position is brought up to date.

If an account remains unpaid, we may refer it to our solicitors or a debt collection agency for recovery. In that case you consent to us sharing the information needed to collect the account, and all costs of recovery (including legal costs and Court costs) are recoverable from you.

Where one person signs the Engagement Letter on behalf of multiple entities, that person accepts liability for our fees across all entities listed, even if the invoice is addressed to one of those entities.

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12 Your responsibilities

To get the most out of our work, you agree to:

- Give us complete and accurate information in time for us to meet any applicable deadlines, and to keep us informed if your circumstances change.
- Reimburse us for expenses incurred on your behalf, such as Companies Office filing fees or your Xero or Prosaic subscription.
- Maintain all supporting documentation required by tax and other laws – bank statements, receipts, tax invoices, payroll records, workpapers, and investment documentation.
- Store all financial records in New Zealand as required by the Tax Administration Act 1994.
- Authorise us to act as your tax agent and to file tax returns with Inland Revenue on your behalf, and indemnify us for any loss arising from us filing those returns.
- Only put business expenditure through your accounting records (Xero, Prosaic or otherwise), and only claim tax deductions for expenditure that has a connection to your taxable income. You're responsible for the deductibility of items you record, and for any tax, interest, or penalties that arise if Inland Revenue later disallows a claim.
- Meet all your tax obligations – taking reasonable care in interpreting tax laws, keeping required records, filing returns on time, and paying tax on time. We'll remind you of payment dates and amounts where we can, but you're ultimately responsible.
- Meet all your obligations under the Companies Act 1993, Financial Reporting Act 2013, and other applicable legislation. We act in a professional capacity and aren't acting as a director, deemed or otherwise.
- Rely only on our finalised advice, and not on verbal, draft, or interim advice.
- Maintain tax non-disclosure rights by not providing Inland Revenue or third parties with copies of our advice without first getting professional input.
- Read, understand, and approve the work we prepare for you – including tax returns, financial statements, management reports, budgets, and projections. Tell us if anything isn't clear so we can explain. By signing or filing what we prepare, you confirm you've reviewed it for reasonableness and accept responsibility for the risks of doing so.
- Respond to requests from us in a reasonable timeframe. We aim to respond to you within 2 business days, and we ask the same of you. We understand things come up; we won't chase indefinitely, and we'll let you know if delays are affecting the quality or timing of our work.
- Indemnify us for all losses (including costs and time at our standard rates) arising from any breach by you of these Terms.

13 Our professional obligations and confidentiality

We're members of CAANZ and bound by its rules, including the Code of Ethics, the Professional and Engagement Standards, and the Quality Management Standards. Among other things, this means we'll keep information we obtain in the course of our work confidential.

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The Code of Ethics requires us to make certain disclosures despite the confidentiality obligation, and you consent to those disclosures. They include:

- Disclosures required by law – including under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third-party AML auditor) and the Common Reporting Standard.
- Disclosures under the non-compliance with laws and regulations (NOCLAR) provisions of the Code, where non-compliance poses substantial harm. We may need to inform an appropriate level of management, those charged with governance, or an appropriate authority.
- Disclosures to CAANZ and the New Zealand Institute of Chartered Accountants (NZICA) for practice review, peer review, trust account audits, investigations, and disciplinary procedures. By accepting these Terms you acknowledge that, if requested, our files relating to this engagement may be made available to NZICA, its practice reviewers, and its disciplinary bodies. NZICA employees and contractors are also bound by confidentiality.
- Disclosures to our service providers (section 14), our professional advisers, solicitors and insurers, and to your other professional advisers (solicitors, brokers, lenders, financial advisers, valuers) where it's necessary to do our work.

In addition to the confidentiality exception above for your other professional advisers, you authorise us to discuss your affairs with them and to share information with them where it's relevant to the work we're doing. This authorisation extends to personal information under the Privacy Act 2020.

If we receive any commission, rebate, discount, or similar benefit from a third party in connection with our work for you, we'll disclose it in line with the Code of Ethics (paragraph NZ R330.5.1). At the date of these Terms, the only such benefits we receive are rebates from some technology partners – Xero, PayHero, and WorkflowMax – which support our work in promoting and supporting those services. We don't receive any other commissions, rebates, discounts, or similar benefits.

14 Service providers

We use the following service providers to deliver our services. When your information is held with these providers, it's also subject to each provider's own terms of service and privacy policies, which are available on their websites.

PROVIDER	SERVICE USED	DATA LOCATION
Microsoft 365 suite of products	Email, file creation, data management, automations, productivity	Australia (Azure / M365); United States (CoPilot)
Xero suite of products	Cloud accounting, payroll, document capture, practice management	Global network – primarily Australia and United States
Prosaic	Cloud accounting and bookkeeping automation	CONFIRM DATA-HOSTING LOCATION

AI providers (OpenAI, Anthropic)	AI models for analysis, drafting, and review	United States
LawCyborg	AI for tax research	New Zealand
PandaDoc	Electronic document signing	United States
NZ-incorporated outsourcing partners	Accounting support and data entry	Data held in Australia (Microsoft Azure); accessed by their team members based offshore (India and the Philippines)
Payroll providers	Payroll processing for your business	As per each provider's privacy policy

Our outsourcing partners are New Zealand companies whose team members are managed as part of Convex's wider team. All work is subject to the same supervision, quality controls, and confidentiality obligations as work performed by our New Zealand staff. We can tell you the specific partners we use on request.

Updates to this list when providers change are treated as non-material updates under section 1.

We're 100% paperless and store all records electronically. Any physical records you give us will be scanned, and the physical records destroyed. All records are stored for the minimum legal period, then destroyed.

15 Privacy

We may collect personal information about you and those associated with you (such as full names, contact addresses and IRD numbers). Where possible we will collect this information directly from you or the individual concerned. We may also collect personal information about you and those associated with you from third parties (such as Inland Revenue, Companies Office, your other professional advisers, or other third parties) if we reasonably believe we have a proper basis to collect it from them rather than from you, or if we are required to by law (for example, to verify your identity under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009).

We collect, hold, use and disclose the information we receive from you for the purposes of providing our services to you; communicating with you and others involved in those services; meeting our legal and professional obligations; and managing and improving our business. You authorise us to obtain from any person, or release to any person, any information necessary for any of these purposes, and you authorise any person to release to us information that we may reasonably require for any of those purposes.

Personal Information concerning you will be held electronically as described above.

We may disclose personal information about you to third parties such as our overseas service providers (to help provide our services to you, Inland Revenue, Accident Compensation Corporation, Department of Internal Affairs and other authorities, if it is reasonable to do so. In some cases, your personal information may be disclosed to third parties based overseas to help provide our services to you. Where personal information is disclosed to overseas service providers, we will take reasonable steps to ensure

appropriate privacy and security protections apply, except where the Privacy Act allows otherwise. You acknowledge that your information may not be given the same protection as provided by the New Zealand Privacy Act.

If you are an individual, you have the right to access and correct the personal information we hold about you and you can do so by contacting Hamish Mexted at hamish@convexaccounting.co.nz.

16 Advice you can rely on

We'll record advice on important matters in writing. Verbal advice – for example during a meeting or phone call – isn't intended to be relied on unless we've confirmed it in writing. If we say something verbally that you'd like to rely on, ask us to confirm it in writing.

Don't act on advice we've given on an earlier occasion without first checking with us that the advice is still current. Tax law and your circumstances change, and what was right then may not be right now.

17 Communications

We may communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus-checking emails and attachments. There's a risk of non-receipt, delay, misdirection, or interception in any form of communication – electronic, postal, or otherwise – and we're not responsible for matters outside our reasonable control.

You'll keep us up to date with your contact details. We may send communications to the most recent contact details you've given us.

18 Liability

Our aggregate liability to you and to any third party, under or in connection with this engagement, is limited to five times the fees you've paid us in aggregate over the previous 12 months. We won't be liable for indirect, consequential, exemplary, or special losses, or for any loss of profit.

We won't be liable for any loss that arises from your breach of these Terms or the Engagement Letter, or from acts or omissions of any other person or circumstances outside our reasonable control.

You agree to bring any claim against us within two years of the date you first became reasonably aware of the potential loss.

You'll look only to Convex Accounting Ltd, or to our insurer, to satisfy our obligations or liabilities to you. None of our employees, contractors, directors, or shareholders (our "Persons") will be personally liable to you, and you won't commence action against any of our Persons. This section is for the benefit of, and enforceable by, those Persons under the Contract and Commercial Law Act 2017.

Our advice and information is for your sole use. We accept no responsibility to any third party unless we've expressly agreed in writing that they may rely on our work.

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19 Lien

To the extent permitted by law and not prohibited by professional standards, we may exercise a lien over materials and records in our possession relating to any engagement for you until all outstanding fees and disbursements are paid in full.

We acknowledge that a lien can't be exercised over:

- Personal information you have a right to access under information privacy principle 6 of the Privacy Act 2020.
- Books and records required to be held at a company's registered office.
- Books and records required to be provided to a liquidator.
- Anything else the law requires us to release.

For the avoidance of doubt, we won't transfer a Xero, Prosaic or other software subscription, or provide access to one, while fees are owing.

20 Ownership of materials

We own the copyright and other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, what we create may be used by you only for the purpose for which you engaged us.

All working papers prepared by us – physical or electronic – remain our property. We'll keep them in accordance with our record-keeping practices and our professional and legal obligations.

If your affairs are later taken on by another accountant, we'll make available the information about your affairs that's essential to enable you or your new accountant to perform the services we previously provided, including handing over software subscriptions we hold on your behalf (such as Xero or Prosaic) and the authority to act as your tax agent. This handover is subject to section 19 (Lien) – fees must be paid in full.

You agree we can use your logos and trademarks for the sole purpose of providing services to you in connection with this engagement, unless you tell us otherwise. You can't use our name, logos, branding, or any reference to Convex (or to your status as a Convex client) in your own marketing or communications without our prior written consent.

21 Marketing

We'd like to send you occasional updates, newsletters, and information about our services and events. By accepting these Terms you opt in to receiving these communications. You can opt out at any time by replying to any communication or emailing hello@convexaccounting.co.nz.

We may mention that you're a client of ours for promotional purposes in general terms (for example, listing client industries we work with), in accordance with our confidentiality obligations.

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22 Complaints

If you have a concern about our work, our fees, or the way we've dealt with you, raise it directly with Hamish or Chris. We'll investigate, at no cost to you, and work with you to find a resolution.

If we can't resolve it together, you can:

- Refer a fee concern to the CAANZ Fee Resolution Service.
- Refer a conduct concern to the NZICA complaints process at charteredaccountantsanz.com.

We may ask you to put your complaint in writing so we can investigate it fully.

23 General

Severability. If any part of these Terms or the Engagement Letter is found to be unenforceable, that part is severed and the rest continues to apply.

Interpretation. If there's a conflict between the Engagement Letter, the Service Agreement, and these Terms, we'll let you know which prevails. Generally, the Service Agreement prevails on scope and fees, the Engagement Letter prevails on the specifics of your engagement, and these Terms prevail on everything else.

Governing law. New Zealand law governs this engagement. The New Zealand courts have non-exclusive jurisdiction over any dispute between us.

Variations. Variations to these Terms are handled under section 1 (web version supersession). Variations to the Engagement Letter or Service Agreement require both parties to agree in writing (including by email reply).