

Client Name: _____

CLIENT INFORMATION RENTAL QUESTIONNAIRE - 2024

Information required for the preparation of your Annual Financial Statements and / or Tax Return

Please complete this form if you owned any rental properties during the year 1 April 2023 to 31 March 2024.

Note: You are required to complete a separate questionnaire for each rental property owned. Please contact us if you need additional copies of this checklist.

CONTACT DETAILS

We would like to confirm we have the correct contact details for you, please enter below:-

Telephone No:	
Mobile No:	
Email Address:	
Physical Address:	
Postal Address: <i>If incorrect address show above</i>	

RENTAL PROPERTY (Including LTC Companies)

Address of Rental Property:

Period Rented:

From ____ / ____ / ____ To ____ / ____ / ____

If rented for part year please state reason: _____

Rental Income Received: \$ _____

Is the property rented to a related party, if yes, is the rental at market value? Y / N

Rental Expenses: (GST inclusive)

Accountancy Fees	\$ _____	Mortgage Interest	\$ _____
Advertising	\$ _____	Rates	\$ _____
Bank Fees	\$ _____	Repairs & Maintenance	\$ _____
Communication	\$ _____	Stationery	\$ _____
Insurance	\$ _____	Valuation Fees	\$ _____
Legal Fees	\$ _____	Capital Improvements	
Management Fees	\$ _____	(provide list with costs)	\$ _____
Other	\$ _____		

* see below

Vehicle Expenses (Inspections)

- Distance from home _____ kms
- Number of trips _____

* **Repairs & Maintenance** – are any of these expenses earthquake related?

Y / N

Please state the value of the earthquake related repairs \$ _____

Have you received any payments from EQC or your insurance company to cover these repairs?

Y / N

If Y, please provide a copy of correspondence.

Amount Received \$ _____

Please provide a copy of your Property Management Report if your property is managed by a third party (ie: Property Management Agency).

Other Relevant Documents Required:

A Transaction Records

- Bank Statements
Please supply all rental account bank statements from 1 April 2023 to 31 March 2024
- Xero (if you use one) – If we haven't set you up, do we have access to your Xero system? If not, please invite us in.
- Cash Book (if you use one) – a balanced and reconciled cashbook may be supplied. Descriptions of payments and receipts should be clear.

B Financing

- Please supply all loan and / or mortgage statements, hire purchase agreements from 1 April 2023 to 31 March 2024
- Have you raised or repaid any mortgages and / or loans in the financial period? If so, please provide details including Solicitors Settlement Statements
- Any other financing documentation

C Fixed Assets - For rental property and chattels purchased/sold during the year:

- Give details of any properties purchased or sold and supply copies of Solicitor's settlement, trust account statements and sale and purchase agreements
- Address of rental property, purchased / sold _____
- Date Sold _____ / _____ / _____ Cost \$ _____ (incl GST)
- Please list all assets purchased (over \$500) or sold during the year

Chattels	Amount \$	Date	Purchased or Sold
Dishwasher			
Drapes			
Floor Coverings			
Oven			
Washing Machine			
Other _____			

- Please provide a copy of the Rates Assessment
- Please provide a copy of chattel valuation (if any)

22. PROPERTY SALES / BRIGHT LINE TEST

✓
Y/N

- If you have sold a property that was purchased after 1 October 2015 during the year then you may be taxed under the Bright Line Test.
- Please provide details of property sales and the declarations your lawyer may have completed with the property sale.

Your main personal home would be excluded unless you have already used the exclusion twice in the last two years or you are property dealer / trader

Property Address	Purchased Date	Sold Date

Ashton Wheelans Limited

Terms and Conditions of Business

1. Introduction

AW (AW includes its partners, employees, and related entities) has set out in this document our basic terms and conditions of business (the "Terms"), which, together with our Engagement Letter (together called "this Agreement"), will apply to all work AW undertakes for you with respect to this engagement. If there is any conflict between these Terms and our Engagement Letter, then the Engagement Letter shall prevail.

2. Our Services

AW will provide the services set out in our Engagement Letter (the "Services") and will use all reasonable commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

3. Conflict Of Interest

3.1 Except as disclosed in the Engagement Letter (or Audit Proposal), AW is not aware of any conflict of interest, which would affect our ability to provide the Services to you. We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various people this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all the persons to whom this engagement applies. If this arises, we will inform you promptly.

3.2 We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

4. Your Obligations

4.1 You agree to pay for the Services in accordance with this Agreement.

4.2 You will provide AW promptly with information reasonably required for the proper performance of the Services, including access to appropriate members of your staff, records, information technology, systems, and premises.

4.3 AW shall be entitled to rely upon the accuracy of all information provided by you, or by others on your behalf, without independently verifying it.

4.4 You shall be responsible for the use of, or reliance on, advice or recommendations supplied by us in the delivery of our Services.

4.5 You undertake that if anything occurs after information is provided by you to AW, to render such information untrue, unfair, or misleading, you will promptly notify AW, and, if required by AW, take all necessary steps to correct any communication or document issued which contains, refers to or is based upon such information.

4.6 You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

4.6 You acknowledge that information made available by you, or by others on your behalf, to or which is otherwise known by, partners or staff or AW who are not engaged in the provision of the Services shall not be deemed to have been made available to the individuals within AW who are engaged in the provision of the Services.

4.7 If AW are acting for a business, and receive conflicting advice, information or instruction from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.

4.8 You undertake to attach our disclaimer, compilation reports, audit or review report, where applicable and accountants' statements when distributing the financial statements and budgets/cashflow forecasts (or parts thereof) to third parties.

4.9 We will advise you and your [spouse/partner] on the basis that you are a family unit with shared interests. We may deal with either of you or may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

4.11 You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

5 Know Your Customer

5.1 From 1 October 2018, all New Zealand accounting practices became subject to New Zealand's Anti-Money Laundering and Countering Financing of Terrorism Act 2009. Where we are required to conduct customer due diligence, this Act does not allow us to act, or continue to act, for our clients unless we have conducted that due diligence. Accordingly, we may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

5.2 Accordingly, we may be required to verify your identity for the purposes of anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

6. Professional Obligations, Confidentiality & Disclosure Permissions

6.1 The conduct of this engagement is in accordance with the rules, regulation and professional and ethical requirements of the Chartered Accountants Australia and New Zealand and the New Zealand Institute of Chartered Accountants (NZICA). Information we obtain during this engagement is subject to confidentiality requirements, in addition to our obligations under the Privacy Act 2020. Both parties acknowledge that they may, during the engagement, acquire information that is proprietary or confidential to the other party.

6.2 Both parties agree to hold such information in strict confidence, and not to divulge such information except as required by law or judicial process, or to any persons or bodies responsible for regulating their businesses or internal policies.

6.3 The requirements above include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain during this engagement to other parties, without your express consent, except as required by:

a. Laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third-party auditor) and as required by the Common Reporting Standard)

b. Professional obligations including:

I. the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'non-compliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees, or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.

II. the provisions of the NZICA Rules and Professional Standards that subject us to practice review, trust account audits, investigations, and disciplinary procedures. These rules require us to disclose to NZICA, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information.

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- 6.4 In accepting this engagement you acknowledge that, if requested, our files related to this engagement may be made available to NZICA, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.
- 6.5 In accepting this engagement, you provide us with your express consent to disclose your information to:
- our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement;
 - our professional advisors or insurers to the extent required to protect our interests in respect to this engagement;
 - our external peer reviewer to the extent required to review this engagement; and
 - our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement.
- Accelerate for the purposes of completing annual reviews of ACC. Noting there is no obligation to commit to this service after the initial review is completed.
- Audit Shield, to provide a quote for Audit Insurance. Noting there is no obligation to commit to the product.
- 6.6 We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis we maintain in respect.
- 6.7 We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices and for professional reasons (e.g., to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.
- 6.7 We may mention that you are a client for promotional purposes.
- 7. Our workpapers and client documents**
- 7.1 You acknowledge that the workpapers we produce in the course of our work for you, which are not an integral part of the end product of that work, are the property of AW.
- 7.2 Where reasonably possible we will:
- (a) inform you if any other person seeks access to our workpapers; and
 - (b) seek your comment before granting access to any person unless we are compelled to do otherwise by law.
- 7.3 In certain circumstances the Inland Revenue Department may require access to information and workpapers and we may not be legally able to prevent such access.
- 7.4 If we are provided with custody of any documents by you or on your behalf, including share registers or constitution documents, those documents will be retained during 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.
- 7.5 We reserve the right to exercise a lien in respect of any unpaid fees and disbursements over any documents and files belonging to you, which may be in our possession.
- 8. Ownership**
- We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any end product of the Services on payment of our charges. For the purposes of delivering Services to you or other clients, AW shall be entitled to use, develop, or share with each other knowledge, experience and skills of general application gained through performing the Services.
- 9. Staff**
- 9.1 You agree that during the provision of the Services, and for a period of six months thereafter, you will not make any offer of employment to any AW partner or employee involved in the provision of the Services, without our prior written consent.
- 9.2 You agree that should you employ any AW partner or employee involved in the provision of the Services during the provision of the Services and for a period of six months thereafter, you will pay AW a fee equal to 15% of the remuneration package offered to the person concerned.
- 10. Benefit Of Advice**
- 10.1 Unless otherwise specifically stated in the Engagement Letter, any advice or opinion relating to the Services is provided solely for your benefit and may not be disclosed in any way, including any publication on any electronic media, to any other party and is not to be relied upon by any other party.
- 10.2 During the supply of our Services, we may supply oral, draft or interim advice, reports or presentations but in such circumstances our written advice or final written report shall take precedence. No reliance should be placed by you on any oral, draft or interim advice, reports or presentations. We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.
- 10.3 AW shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.
- 11. Problem Resolution**
- 11.1 If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone the partner or director, identified in the Engagement Letter. We will investigate any complaint promptly to resolve the difficulties. We have policies and procedures in place to deal appropriately with complaints and will use our best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved.
- 11.2 If the problem cannot be resolved, the parties agree to enter mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.
- 11.3 In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.
- 12. Health and Safety**
- We are required to comply with the provisions of the Health and Safety in Employment Act 1992 (the "Act") by taking all practical steps to ensure the health and safety of our people. AW expects its people to take responsibility to ensure their own safety and that no harm is caused to others in the workplace. However, the Act places responsibility for their safety on you when they are visitors to your site. It may be appropriate for your Health and Safety representatives to hold a safety briefing at the beginning of the assignment for those involved, regarding the hazards, provision of any appropriate equipment, awareness of accident reporting procedures and emergency procedures.
- 13. Privacy**

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- 13.1 AW will comply with the Privacy Act 2020 when collecting, holding, or disclosing personal and sensitive information concerning your shareholders, members, customers, employees, and other individuals with whom you have dealings ("stakeholders").
- 13.2 If your stakeholders have not been made aware of the possible collection, holding, use or disclosure of their personal and sensitive information by AW as part of this engagement, you agree to inform AW so that, should this be necessary, AW may take action to raise the awareness of your stakeholders.
- 14. Circumstances Beyond Your Or Our Control**
Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Agreement as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Agreement on notice, taking effect immediately on delivery.
- 15. Governing Law And Jurisdiction**
- 15.1 This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable in New Zealand. Both parties agree to irrevocably submit any disputes arising under this Agreement to exclusive jurisdiction of the Courts of New Zealand.
- 15.2 Where an AW Partner (or staff member) acts as a Trustee, either via a Professional Trustee Company or in their personal capacity, AW will maintain all statutory records required under section 45 of the Trusts Act 2019. AW will also notify beneficiaries under the same legislation, monitor assets and investment, and engage actively in the transactions of the Trust. A separate Trustee fee will apply at an hourly rate or part thereof based on the time necessarily spent on your affairs and include reimbursement for disbursements.
- 16. Investment And Financial Advisory Advice**
We are prohibited from providing you with investment or financial advice regulated under the Financial Markets Conduct Act 2013, as amended by the Financial Services Legislation Amendment Act 2019.
- 17. Variation**
These terms and conditions may be updated from time to time on the Ashton Wheelans Website. If you continue to engage Ashton Wheelans, and have not terminated the agreement, this will be deemed to be acceptance of the new terms and conditions. We will notify clients of changes to terms and conditions via our periodic newsletter. Should you wish to agree modified terms and conditions, no variation will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature of the Engagement Letter in question.
- 18. Statutory Terms**
Nothing in these Terms excludes, restricts, or modifies the application of the provisions of any statute where to do so would contravene that statute or cause any part of these Terms to be void.
- 19. Entire Agreement**
This Engagement Letter and the Term & Conditions, as may be amended from time to time, are the only communications governing our relationship. To the maximum extent permitted by law, AW will have no liability for any statements, representations, guarantees, conditions or warranties (collectively referred to as "representations") arising from communications (oral or written) which are not expressly contained in this Agreement and Terms & Conditions and all representations to exercise reasonable care or render our Services with due care and skill which may otherwise be implied by statute, common law or custom are expressly excluded. If any representations are important to you, you should ensure that they are expressly set out in the Engagement Letter before signature.
- 20. Communication**
- 20.1 Unless otherwise agreed with you, we may correspond by means of the Internet or other electronic media to provide information to you in electronic form. Because of the inherent risks associated with the electronic transmission of information on the Internet or otherwise, we cannot guarantee the security and integrity of any electronic communications or information sent or received in relation to this engagement. While it is our policy to check our e-mail correspondence and other electronic information with anti-virus software, we similarly cannot guarantee that transmissions or other electronic information will be free from infection. You acknowledge that if we are working on your premises, we may need to connect to the internet through your internal network to access our systems.
You may not rely on electronically transmitted advice or opinion unless it is subsequently confirmed by fax or letter signed by an authorised signatory of AW.
- 20.2 You must advise us of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt or inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal, or otherwise. We are not responsible for such matters beyond our control.
- 21. Interpretation**
If any provision of the engagement letter or these terms is void, that provision will be severed, and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.
- 22. Termination**
Our relationship with you involves continuing trust, confidence, and co-operation. If the relationship has broken down either of us may terminate the professional relationship by notice in writing to the other. If such notice is given you will be required to pay our professional fees and disbursements for work carried out to the date of termination, by the due dates required.
- 23. Where No Audit Undertaken (Applicable to Compilation Assignments Only)**
Our procedures will not include verification or validation procedures. No audit or review engagement will be performed and accordingly no assurance will be expressed as to the accuracy of information.
- 24. Detection of Fraud**
Our engagement does not include the investigation or discovery of internal control weaknesses, error, illegal acts, or other irregularities, including without limitation, fraud, or non-compliance with laws and regulations. However, we will inform you of any such matters which come to our attention during our engagement.
- 25. When Undertaking Compilation Assignments**

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AW will prepare the financial information at your request and exclusively for your benefit. We will not accept any liability of any kind whatsoever, including liability by reason of negligence, to yourself or any other person for losses incurred as a result of placing reliance on the compiled financial information.

26. Limitation Of Liability

26.1 To the maximum extent permitted by law, our maximum aggregate liability (including of all our principals, partners, directors, and employees) under or in connection with this engagement letter or its subject matter is limited to the value of the fees you have paid to Ashton Wheelans over the last 12 months. You agree not to bring any claim against any of our partners, directors, principals, or employees in their personal capacity.

26.2 To the maximum extent permitted by law, we are not liable to you for:

- a. indirect, special, or consequential losses or damages of any kind; or
- b. liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

27. Responsibility

The preparation of GST returns, FBT returns, PAYE returns, income tax returns or any Inland Revenue return (including estimations of provisional tax) by AW on your behalf does not remove you from the onus of responsibility.

28. Indemnity

You agree to indemnify AW, its directors, employees and agents against all liabilities, claims, costs, and expenses incurred, which arise out of, or are in any way associated with, the services provided under this contract. However, the indemnity does not apply to any loss to the extent it results from AW's negligent, wrongful, or unlawful acts or omissions.

29. Retention of Records

AW retains your records for the statutory period of seven years. After this period records are destroyed. If you require retention of your records for longer than the statutory period, please advise us in writing.

30. Administration Charges

Standard administration charges may be added to your fees at a fixed rate as a contribution towards printing, scanning, and other internal overhead costs associated with completing your financial statements and tax returns. Accounting Software charges we manage and on charge on your behalf are subject to change at the supplier's notification, details will be updated on the website or through our newsletter. We also receive a contribution towards the administration costs of managing your accounting or other financial system administration subscriptions by way of a percentage commission.

31. Contractors & Suppliers

Ashton Wheelans Limited may from time to time outsource work to a third-party contractor to support capacity requirements. All contractors are required to uphold the same level of service and are subject to the same Ashton Wheelans Limited policies and procedures as employees. If you would like further details on when this may occur, please let us know. This requires electronic information to be shared with our chosen service providers in accordance with our Privacy Policy. Our service providers may be New Zealand based or based in the Philippines and subject to local privacy regulations. Any work outsourced is for processing efficiencies and to ensure our clients receive the best service at the most efficient rate possible. All work is reviewed by a New Zealand based employee and Partner before completion.

32. Commissions

32.1 As part of our standard service offering, each year we offer Audit Shield Insurance to clients, based on your level of group annual turnover. To issue your quote based on the correct level of cover, you consent to us providing Accountancy Insurance Limited with your contact details and tier of turnover category. Ashton Wheelans Limited receives a commission as the referring party to cover time costs associated with administering the service and providing quotes. The commission is based on the turnover category of client group and can range from 8% to 34%.

32.2 As a Xero Platinum Partner we invest time in Xero tips and tricks sessions for clients, as well as ongoing training for our staff to ensure they are up to date with the latest Xero offerings. Where we maintain your subscription for Xero, in return we receive 30 percentage commission of your Xero fees from Xero for business edition plans only.

32.3 ACC levy reviews are processed with Accelerate who deduct a fee from any refunds obtained. Ashton Wheelans Limited also receive a fee of 8.25% for facilitating this as an administration fee for time costs associated with providing necessary information.

32.4 We may also engage with other software providers (payroll providers or app solutions) who offer a percentage commission as the referring party. We will advise you of the commission we receive (if any) and will update our terms and conditions on our website accordingly.

33. Client Bank Account Authority

Ashton Wheelans will not access or facilitate payments via your bank account. However, if you have a requirement for AW to make payments on your behalf via your bank account, this will be expressly agreed with you in writing via separate authority documentation.

34. Client Money

We maintain a trust account for dealing with client monies on their behalf. We can only accept money into our trust account on your behalf if you have provided us with a written trust account authority letter which details the authority given to us in relation to that trust money.

We may need to undertake further client due diligence to comply with our obligations under the AML Act. We may not be able to process a transaction if the required information is not provided.

We prefer not to act as signatory on client bank accounts as a general rule, however from time to time where you specifically request that we do, this will be agreed in writing and our preference is always to be only one of two signatories required to release funds.

35. Payment

Prior to commencing our services, unless otherwise agreed, we may (subject to job duration and complexity) require you to provide us with 20% of our estimated fee on receipt of your records, 50% progress payment while the work is carried out and 30% on completion. The progress fees will be applied against our final invoice, and any unused portion will be returned to you upon our collection of all outstanding fees and costs related to this engagement. Unless otherwise agreed in writing we will invoice you monthly and/or on the completion of an assignment and our invoices are payable on receipt. Invoices unpaid 30 days past the billing date may be subject to an interest charge of 1.5% per month. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including legal fees. If we elect to terminate our services for non-payment, or for any other reason, our engagement will be deemed to have

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been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all out-of-pocket costs, through to the date of termination. If we are required (pursuant to court order or other legal process) to produce documents or attend court in relation to the Services for judicial or administrative proceedings to which we are not a party, you shall reimburse us at standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in responding to such requests. Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval. We may also suspend our services or cease to act for you by giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

36. Company Registered Office

Where you engage us to act as registered office for your company or companies, you acknowledge that you are required to provide us with copies of minutes of all formal directors meetings, details of any major transactions to be undertaken over 50% of the value of total assets (prior to being undertaken so that this can be passed as a special resolution), and advise us of any Director's conflicts of interests that arise or details of transactions where a Director is an interested party to enable company records and registers to be maintained effectively.

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Go Cardless Terms and Conditions

GoCardless process Direct Debit payments on behalf of other businesses and organisations, such as the merchant that you wish to make payments to. These businesses and organisations create payments for their customers using our system and we then process these according to the parameters and instructions they have set. These terms and conditions explain how GoCardless will operate when it collects payments from your bank account.

1. Definitions

Unless otherwise defined in these terms and conditions (the "GoCardless Terms"), capitalised terms have the meaning given to them in the Conditions of Instruction to Accept Direct Debits ("Bank Terms"). Customer means the person or entity identified as such on the Application, who intends to make payments to the Merchant by way of direct debit (also referred to as "you" and "your" in these Terms and Conditions). Direct Debit Instruction means the application form containing the GoCardless Terms and the Bank Terms and completed by you for the purposes of authorising payments to be made from your bank account to the Merchant by way of direct debit.

GoCardless means GoCardless Limited, the payment service provider authorised by the Merchant to process direct debit payments made by you to it, on its behalf. The "Initiator" in the "Conditions of Instruction to Accept Direct Debits" above is GoCardless. Merchant means the person or entity that the Customer intends to make payments to by way of direct debit and identified as such on the Application.

2. Direct Debit Instruction

- 2.1 By completing the Direct Debit Instruction, you agree to be bound by the Bank Terms in addition to the GoCardless Terms.
- 2.2 You acknowledge that by completing the Direct Debit Instruction, you are authorising the Merchant to debit your nominated bank account (as it appears on the Direct Debit Instruction) for the amounts and at the frequency set out in the Direct Debit Instruction. You acknowledge that GoCardless provides direct debit payment processing activities to the Merchant and as such, where GoCardless is instructed by the Merchant, GoCardless will debit your nominated bank in accordance with the instruction.
- 2.3 Any changes to the information provided by you on the Direct Debit Instruction must be communicated by you directly to the Merchant. You acknowledge that GoCardless will not accept any instruction directly from you to vary the Direct Debit Instruction.

3. Liability Of GoCardless

- 3.1 GoCardless may cease providing the Merchant with direct debit payment processing services upon written notice to the Merchant in accordance with the agreement entered by GoCardless and the Merchant for the supply of those services. In such circumstances, GoCardless will cease accepting the Merchant's instruction to debit your nominated bank account in connection with the Direct Debit Instruction. If you continue to receive goods or services from the Merchant, you must contact the Merchant directly to set up an alternative payment method.
- 3.2. GoCardless will not be responsible for any delay that may occur in processing a direct debit payment on the Merchant's behalf if:
 - 3.2.1 there is a public holiday on the day or on the day after a payment is due to be made;
 - 3.2.2 a payment is received either on a day that is not a business day or after the normal close of business on a business day;
 - 3.2.3 GoCardless does not receive the Direct Debit Instruction in sufficient time to process the payment; or
 - 3.2.4 the Direct Debit Instruction is not duly completed.
- 3.3. You acknowledge that GoCardless is not involved in the supply of any goods and/or services to you, and any disputes regarding the supply of any goods and/or services for which you have made payment for in connection with the Direct Debit Instruction are to be dealt with directly by you and the Merchant. GoCardless is not involved in or express or implied liability in relation to any goods or services provided by the Merchant.
- 3.4. Nothing in the GoCardless Terms or the Bank Terms creates any relationship or liability between GoCardless and you for any purpose and any disputes regarding any payments debited from your nominated bank account should be directed to the Merchant.

4. General

- 4.1. If there is any inconsistency or conflict between the GoCardless Terms and the Bank Terms, the GoCardless Terms will prevail.
- 4.2. The GoCardless Terms are governed by the laws of New Zealand.