

# MY REFUND LIMITED – AUTHORITY TO ACT / TERMS & CONDITIONS OF ENGAGEMENT

## EFFECTIVE 01/05/2023

### AUTHORITY TO OBTAIN INFORMATION FROM INLAND REVENUE

I give authority for the tax agency My Refund Limited to link my details with IR to their agency client list and for My Refund Limited to act as my tax agent for all purposes associated with the preparation of my tax position and tax returns.

I acknowledge that this gives My Refund Limited authority to do all the following:

- Link my Inland Revenue Number to their client list and if I already have a tax agent, I understand that I will be delinked from my previous agents list. If I choose to delink My Refund as my agent, I accept responsibility for notifying the Inland Revenue or my new tax agent to remove the My Refund Ltd Trust Account from my records held by the Inland Revenue.
- Obtain information from Inland Revenue regarding all my tax types and all tax matters by any IRD contact method available such as telephone, internet, fax, info expresses and all E services and make changes.
- To prepare and sign tax returns on my behalf
- Process all future tax years until I request otherwise, by writing to [info@myrefund.co.nz](mailto:info@myrefund.co.nz) or completing the delink form
  - I agree to My Refund Limited linking that allows the tax agent to have full access to information held by Inland Revenue and ability to modify customer details relating to the tax type they are linked for.
- Receive IR correspondence for all linked tax types.
- Authority is given for any refund credits to be transferred to My Refund Ltd trust account prior to refund to the client (if applicable). Such refund to be credited to client less any agreed fees.
- I agree that if I wish to change or cancel my application, I must contact My Refund Ltd via phone or email before any work has commenced. If My Refund have started processing my Tax return before my changes/cancelation, I am subject to any fees that would have been applicable.

### 2. FEES

I agree to pay My Refund Limited an Annual advisory service fee and a processing fee for tax assessment preparation + filling as stipulated below for all tax assessments completed per tax year.

*All fees are exclusive of GST.*

#### Donation Rebates

\$35 + GST per donation return filed.

#### Student Loan Overpayments

\$30 + GST per overpayment received.

### MY REFUND CLIENTS

All clients are charged an Annual Advisory Service fee of \$28 + GST; this will apply regardless of whether any refund is available. In addition to your advisory service fees, the following fees may be applicable.

#### Processing Fees – Income Tax Assessment

Tax bill clients will be invoiced \$12 + GST.

Tax Refunds processed\* by My Refund Limited will be charged 10% + GST on each refunded amount with a maximum fee of \$250 + GST and a minimum fee of \$5 + GST.

Tax refunds/Credit releases prior to 2023 Tax year, released by IRD prior to My Refund Limited processing will be charged \$28 + GST. This fee is to process the receiving and delivering of your refund.

#### Processing Fees – IR3 Filers

Tax bill clients will be invoiced \$49 + GST.

IR3 Refund processed\* by My Refund Limited will be charged 10% + GST on each refunded amount with a maximum fee of \$350+GST and a minimum fee of \$49 + GST.

### **Additional Fees – all excluded GST**

\$30 International Money Transfers

\$5 Repeat Payment – Payment Bounces back to My Refund Trust account.

\$30 Holding fee on payments return to IRD after approx. 6 months of unsuccessful attempts to pay client directly.

\$50 Track and Trace fee applicable if funds located in an account associated with the client.

\$30 Overdue Invoice Fee, applicable if fees have not been paid within 30 days of first invoice issued.

\*Processed is defined as services provided by My Refund Limited in where income confirmation has been completed and/or your return has been either recalculated by My Refund, amendments to returns submitted, more information – tax return submitted, contacting IRD via email/phone to release refund/credits.

Existing client fees are calculated and incurred upon the processing of your income confirmation and tax position. For 2023 Online Application, applications prior to 01/06/2023 will be invoiced for their 2023 Advisory Service fee after 01/06/2023. Applications on/after 01/06/2023 fees will be calculated when you submit your online application form.

Fees will be deducted from any refunds received by the My Refund Trust account. Should your refund be transferred to arrears at Inland Revenue or paid to yourself directly or an alternate bank account, My Refund will issue you an invoice for payment. Should your refund be below the minimum fee, your full refund will be charged as your fee. If you remove My Refund Limited services prior to the refunds being issued, you will still be invoiced for your processing fees.

Failure to pay such fees will result in debt recovery action, you will be liable for all debt recovery fees incurred by My Refund because of this action.

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

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

1. For My Refund Limited to receive any refund on my behalf and deposit them into the My Refund Limited Trust Account.
2. My Refund Limited to debit from such refunds and pay to My Refund Limited my tax return processing fee as set out above or on application form.
3. For My Refund Limited to pay the net balance of the refunds to me by direct credit into my bank account.

### **4. TIMING**

I acknowledge that the processing time may vary and may be extended because of peak processing times or delays within Inland Revenue. Results will be notified by email. If no email is present alternative notification is available by request.

### **5. ID VERIFICATION**

I am over 16 years of age at the time of application, I agree to provide My Refund Limited with, and further agree to verification of, an acceptable form of ID, at any time requested to do so, at agreed fee. Acceptable ID – NZ driver's licence numbers and exact name as it appears on licence, or scanned copy of NZ passport, (please scan/copy the pages showing photo, name and specimen signature) Overseas passport with New Zealand immigration visa / permit (please scan/copy the pages showing photo, name, any pages showing current work, visitor permits, or residency documentation and a specimen signature) or call Inland Revenue on 0800 227 774 for exempt list, NZ firearms or dealers' licence, NZ 18+ card, International Drivers' Permit (issued by a member country of the UN Convention on Road Traffic. Applications other than those with driver licence details require a printed signed application form to accompany them. Persons under the age of 16 years old at the time of application need to contact My Refund prior to applying.

### **6. AUTHORITY TO BE CONTACTED BY EMAIL AND/OR TEXT MESSAGE (SMS) AND/OR PHONE**

You hereby provide your consent for My Refund Limited to contact you by email, TXT, or phone to inform you of any information relating to your tax position, or for the purposes of promoting additional marketing initiatives. You

understand that should you remove (delink) My Refund Limited as your tax agent, you can contact them to unsubscribe from future correspondence at any time.

## **7. YOUR OBLIGATIONS**

You will notify My Refund Limited if you decide to remove authority to access your IRD information or if any of your personal details change or if you receive any untaxed or additional income of any kind. You authorise My Refund Limited to act as your tax agent for all future years until such time that you notify them to cancel this authorisation. You accept full responsibility for notifying My Refund Limited if you receive any income from any source other than wages, salary, or benefits. You understand that if any of your refunds, that are issued by the Inland Revenue, are not received to the MY REFUND Ltd Trust Account for any reason whatsoever, you agree to pay My Refund Limited their fees within 7 days of receipt of their invoice.

You will pay any tax owing to the IRD on or before the due date. You do not hold My Refund Ltd or its staff liable for any tax bill that is issued because of the filing of any tax return, you understand that any assessment is based on the information that you alone have provided or that has been sourced from Inland Revenue.

## **8. AMENDMENT TO THESE TERMS**

My Refund Limited reserves the right to update our terms and conditions or fees from time to time on a minimum of 10 days' notice to you (via email and on our website).

If the changes notified do apply to you but you do not agree with them, you may cancel our services without penalty by notifying us before the updated terms, conditions or fees are stated to come into effect.

You may be asked to agree to our current set of terms, conditions, and fees before we begin to provide services to you. If we notify you (via email and on our website) that our terms, conditions and/or fees have changed and you do not cancel our services within ten working days, you will be deemed to have accepted the updated terms, conditions and/or fees.

## **9. TERMINATING AUTHORITY/CANCEL SERVICES**

I agree that this Tax Agency service may be terminated at any time by either party subject to the conditions below. This tax agency service will be terminated when.

- My Refund Limited removes (delinks) me from their agency for any reason.
- I contact (email/calling/form) My Refund Limited to terminate tax agency authority.
- I contact IRD to remove me for your tax agency.

If you cancel the authority, a new authority will need to be completed before My Refund Limited will be able access your IRD information or to take any further action on your IRD affairs.

**PRIVACY ACT 2020** -Information the company obtains during this engagement is subject to confidentiality requirements, in addition to obligations under the Privacy Act 2020. My Refund Limited will not disclose that information to other unrelated parties without your express consent, except as required by law. However, you agree to allow My Refund Limited and associated My Group Businesses, or business associated with the company director or others for which you have made product or service enquiries, to communicate with you by mail/email and/or phone/text message.

**DISCLAIMER BY MY REFUND LIMITED** My Refund Limited has not audited the information provided in the application and therefore neither we nor any of our employees/staff/contractor accept any responsibility for the accuracy of the materials from which any Income Tax Assessments, returns or tax credit claims have been prepared. Further, the Income Tax Assessments, returns or tax credit claims have been prepared or checked at the request of, and for the purposes of the client only, and neither we nor any of our employees/staff/contractor accept any responsibility on any ground whatever, including liability in negligence, to any other person. You agree that nothing in these Terms creates evidence of any partnership, joint venture, employer/employee, or fiduciary relationship with My Refund Limited. No reliance should be placed on the operation of this website at any time, you acknowledge that My Refund Limited has no obligation to provide or continue to provide access to this website.

**Postal Address: MYREFUND, PO Box 6490, Christchurch 8442 [info@myrefund.co.nz](mailto:info@myrefund.co.nz) [www.myrefund.co.nz](http://www.myrefund.co.nz)**