

## MMPO Service Level Agreement for Xero Users

This service level agreement hereby prescribes the nature of work that Midwifery & Maternity Providers Organisation Limited (MMPO) shall provide in relation to the set-up, on-going training and support with Xero – your chosen, online accounting package.

### Engagement Terms & Conditions

#### 1. Confidentiality and Information

- 1.1 In order to support you with the successful set-up of your Xero Account, MMPO will require access to some of your financial information. MMPO (including all employees and contractors) shall comply explicitly with all applicable provisions of the Privacy Act 2020.
- 1.2 MMPO will hold all information that may personally identify you in confidence and will not directly, nor indirectly, disclose or permit such confidential information to be disclosed to any third party at any time without your written consent, whether before, during or after the terms of this agreement, and notwithstanding any termination of this agreement except where otherwise required by law.
- 1.3 Information collected from you will only be used to assist MMPO to providing or improve its service to you; or to publish data where individual's personal details are anonymised.

#### 2. Who Does What?

<b>Xero – Initial Setup, Training and Support</b>	<b>We do</b>	<b>You do</b>
Return signed 'MMPO Service Level Agreement for Xero Users'		✓
Provide required details via online form (business and financial)		✓
Payment of agreed 'Service Fees' (outlined below)		✓
Set up new Xero Account	✓	
Provide a Midwifery Specific Chart of Accounts	✓	
Import and code nominated bank account statement(s), backdated to 1 April 2021 together with you**	✓	✓
Set up automated Bank Feeds with support from MMPO**	✓	✓
Set up 'Rules' to support with reconciliation of daily bank feeds with support from MMPO	✓	✓
Provide 90 days of Xero training and support	✓	

<b>Additional Services Available (by request)</b>
GST Returns
Financial Performance Reporting
Documentation and Filing

\*\*We may require an online support session with you, in order to complete the above steps. Note, some banks allow you to complete the set-up of bank feeds via online banking (ASB, ANZ, TSB and Kiwibank), whilst the others require account signatories to sign an application form for each bank account a bank feed is required for.

#### 3. Services Fees

Xero – GST Registered	\$25.00 plus GST per month
Xero – Non-GST Registered	\$14.00 plus GST per month
Fee for additional services, training and support	By negotiation

- 3.1 Fees are to be paid four-monthly in advance by direct debit or annually in advance by arrangement. If you fail to make payment by the due date, you shall be liable to pay all dishonour fees as imposed by our bank. All expenses and administration fees, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account. These terms remain in place after termination of service, until all fees are paid.

#### **4. Limitation of Liability**

- 4.1 We will not express any opinion on the accuracy of the material we compile or its suitability for purpose. We will not take active steps to identify weaknesses in your internal accounting system, errors, illegal acts or other irregularities (such as non-compliance with law or fraud). However, if we become aware of any irregularities, we will report them to you.
- 4.2 You acknowledge that the services do not include an audit or review of your financial information and statements and accordingly we are not responsible for the accuracy of any material we prepare in reliance of any information provided by you. We are not Chartered Accountants or Tax Agents and the use of our services does not constitute the receipt of accounting or taxation advice. If you require accounting, taxation or other financial advice, please contact and engage the services of a Chartered Accountant or Tax Agent.
- 4.3 If we are found to be liable to you, whether in contract, tort or otherwise, for any direct or indirect loss, damage or liability whatsoever in connection with the services, our total liability for all claims will be limited to a refund of the amount of fees paid by you to us in connection with the services in respect of which the claim has arisen or \$500.00 whichever is the lesser amount.
- 4.4 You agree to indemnify us against all direct, indirect and consequential losses, damages, costs (including legal fees), fines, penalties and the like to which we may become liable in connection with any services provided to you.
- 4.5 Nothing in the Consumers Guarantees Act 1993 will apply where you are acquiring the services for business purposes.

#### **5. Termination of Services**

- 5.1 We may cancel this Agreement or cancel the service by giving thirty (30) days written notice to you. We shall not be liable for any loss or damage arising from such cancellation including but not limited to tax obligations, tax and Companies Office filing requirements.
- 5.2 You may cancel the services of the MMPO by giving thirty (30) days written notice. Receipt of such notice must be acknowledged in writing by MMPO to be effective. You will be liable for any costs incurred by us up to the end of the notice period, including any costs associated with termination.

#### **6. Authority to Act**

- 6.1 By signing this letter of engagement, you hereby confirm that you have read and accepted this Service Level Agreement, and duly authorise MMPO to act in good faith in providing you with the initial set-up and ongoing Xero Application training and support. You also give us express authority to contact when appropriate, your existing Accountant / Tax Agent in order to ensure a smooth transition of your set-up and to allow for collaboration and transparency.
- 6.2 We may change the terms in this Agreement at any time by notice to you in writing, which may be by email.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Midwife Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name & Position (on behalf of MMPO):** \_\_\_\_\_