

NZ IFRS INDUSTRY ISSUES: CONSTRUCTION & REAL ESTATE

NZ IFRS 15: Revenue from Contracts with Customers



The headlines

In July 2014, the New Zealand Accounting Standards Board published NZ IFRS 15 *Revenue from Contracts with Customers*. NZ IFRS 15 contains comprehensive guidance for accounting for revenue and will replace existing requirements which are currently set out in a number of Standards and Interpretations.

NZ IFRS 15 is fully converged with equivalent new US GAAP guidance, and contains significantly more prescriptive and precise requirements in comparison with existing NZ IFRS. This means that for many entities, the timing and profile of revenue recognition will change. In some areas the changes will be very significant and will require careful planning, including for commercial effects.

For entities in the construction and real estate sector, BDO's initial analysis of NZ IFRS 15 indicates that the following areas may be of particular significance:

- ▶ Is revenue recognised at a single point in time, or over a period of time?
- ▶ If revenue is recognised over time, how should progress towards completion be measured and recognised?
- ▶ Will a contract need to be 'unbundled' into two or more components? Alternatively, will two or more contracts need to be 'bundled' into a single overall obligation?
- ▶ How should contracts which include variable amounts of consideration be dealt with?
- ▶ How should modifications to contracts be dealt with?
- ▶ Should costs associated with obtaining a contract be capitalised, or expensed immediately?
- ▶ What adjustments are required for the effects of the time value of money (a 'financing component')?
- ▶ What changes will be required to internal controls and processes?

NZ IFRS 15 also introduces significantly enhanced disclosures about revenue recognition. It is possible that new and/or modified internal processes will be needed in order to obtain the necessary information.

NZ IFRS 15 is applicable for annual periods beginning on or after 1 January 2018. Earlier application is permitted.

The commercial effects

The adoption of NZ IFRS 15 may lead to significant changes in the pattern of revenue and profit recognition. Careful consideration and planning will be needed for a wide range of issues, including the effect on:

- ▶ Compliance with bank covenants
- ▶ Performance based compensation (including share-based payments)
- ▶ Internal budgeting processes
- ▶ Corporate tax obligations
- ▶ Market and investor communications, including compliance with regulatory requirements (which might arise from significant expected future changes to an entity's reported financial position or performance).

A review of the terms and conditions of existing contracts will be needed (in particular long term contracts which extend into periods covered by financial statements affected by the adoption of NZ IFRS 15) as well as those which are to be entered into in future. In some cases, entities may wish to consider whether changes should be made to contracts.

Effective Date

Annual periods beginning on or after 1 January 2018. Earlier application permitted.

Accounting Impact

Wide and potentially very significant effects on the timing and profile of revenue and profit recognition in comparison with current guidance. Significant enhancements to disclosure requirements

CONTACT

To find out more about BDO, please contact your nearest office on

0800 379 528

Is revenue recognised at a single point in time, or over a period of time?

NZ IFRS 15 contains specific, and more precise, guidance to be applied in determining whether revenue is recognised over time (often referred to as 'percentage of completion' under existing standards) or at a point in time.

There are three criteria, each of which would result in recognition over time. These are:

- ▶ The customer simultaneously receives and consumes the benefits provided by the vendor's performance as the vendor performs
- ▶ The vendor's performance creates or enhances an asset (for example, work in progress) that is controlled by the customer as work progresses
- ▶ The vendor's performance creates an asset which does not have an alternative use to the vendor, and the vendor has an enforceable right to be paid for work completed to date.

The first element of the third criterion (the notion of the vendor having no alternative use for an asset) represents a subtle, but significant, change from existing requirements. In particular, this is because the construction of standard specification apartment blocks typically did not fall within the scope of IAS 11 Construction Contracts due to each apartment being of a relatively standard design and therefore not being subject to a contract which was specifically negotiated for a customer. Sales of each apartment were normally recognised on their completion.

In contrast, NZ IFRS 15 first considers whether the vendor has what is termed an 'alternative use' for each apartment; there would be no alternative use if the vendor was unable contractually to sell a particular apartment to another customer and substitute an alternative. Even if the vendor could substitute another apartment without breaching the contract, if the vendor would incur significant costs as a result it is considered that there is a practical limitation on its ability to direct the asset (the apartment) for another use (the sale to a different customer).

As a result, there may be significant focus on whether the vendor has, at all stages of the contract, an enforceable right to be paid for the work which has been completed to date. This will require careful analysis of the precise terms of each contract, including in particular the effect of any terms that permit the customer to cancel, curtail or significantly modify the existing contract. This analysis may also require consideration of the general (or common) law in each jurisdiction. The focus is on whether in all circumstances, other than the vendor's failure to fulfil its obligations under the contract, the customer will be required to pay for performance to date. This needs to be an amount that approximates the selling price of the goods or services that have been provided; compensation for loss of profit does not satisfy this condition. Alternatively, the vendor may have the legal right and practical ability to require completion of the contract and payment by its customer.

If revenue is recognised over time, how should progress towards completion be measured and recognised?

If revenue is recognised over time, the overall principle is that revenue is recognised to the extent that each of the vendor's performance obligations has been satisfied.

NZ IFRS 15 permits either output or input methods to be used to calculate the amount of revenue to be recognised. An output method results in revenue being recognised on the basis of direct measurement of the value of goods or services transferred to date, while input methods result in revenue being recognised based on measures such as resources consumed, costs incurred or machine hours.

It is noted explicitly that when input methods are used, there may not be a direct relationship between the inputs being used, and the transfer of goods or services to a customer. Consequently, any inputs that do not relate directly to the vendor's performance in transferring those goods and services are excluded when measuring progress to date.

Certain contracts require administrative or other set-up activities to be carried out in order that an entity is in a position to carry out the services specified in a contract. These include, for example, mobilisation costs incurred in transporting equipment to a construction site. Under NZ IFRS 15, these activities do not give rise to revenue. Instead, consideration is given to whether the costs incurred in setting up a contract meet the criteria to be capitalised as a contract asset.

In addition, the guidance extends to cover and affect not only revenue recognition, but also profit recognition. For example, a construction contract might involve the vendor procuring high value items for installation, such as elevators. NZ IFRS 15 takes the view that although it is appropriate to recognise revenue from the sale of the elevators at the point at which control is transferred to the customer, it is not appropriate to recognise profit. This is because the vendor's performance obligations are in connection with the construction of the building and the installation of items such as elevators; the supply of components does not result in any part of that service being provided. Consequently, and in particular if an input method is being used for the purposes of revenue recognition, in many cases the vendor would recognise an equal amount of revenue and cost of sales for the elevators, with profit margin only being recognised on the construction and installation services.

Will a contract need to be 'unbundled' into two or more components? Alternatively, will two or more contracts need to be 'bundled' into a single overall obligation?

Previously, NZ IFRS had little guidance for 'unbundling' contracts into components. In contrast, NZ IFRS 15 contains detailed guidance and it is likely that many entities will need to amend their current accounting

policies and approaches. This may have a significant effect on the pattern of revenue and profit recognition.

A common example is whether land sold as part of an overall development should be accounted for separately, or as part of the overall construction contract. Similarly, for apartment blocks, consideration will be required of how to account for common areas, car parks and other amenities, and for any ongoing services to be provided (such as property management) once construction has been completed.

NZ IFRS 15 also requires two or more contracts to be combined and accounted for as a single contract if one or more of the following conditions are met:

- ▶ The contracts are negotiated as a package with a single commercial objective;
- ▶ The amount of consideration to be paid in one contract depends on the price or performance of the other contract; or
- ▶ The goods or services promised in the contracts (or some of them) are a single performance obligation.

The purpose of this guidance is to ensure that, for a particular good or service, regardless of the legal form of a contract (or contracts) with a customer, the accounting will be the same. Consequently, careful consideration will be required of the commercial objectives of, and item(s) covered by, one or more contract(s) with the same customer.

How should contracts which include variable amounts of consideration be dealt with?

Contracts for the sale of real estate often contain clauses which can give rise to variations in the amount of consideration receivable by the vendor. For example, a bonus payment might be receivable if a building has been completed before a specified date, with penalties being deducted from the sales price if completion is late.

These clauses give rise to what NZ IFRS 15 calls 'variable consideration'. This is significant, because when consideration is variable NZ IFRS 15 limits the amount that can be recognised. This means that revenue is prevented from being recognised unless it is highly probable that there will be no subsequent reversal in the amount recognised (for example, because the criteria that were expected to be met for a bonus payment are not, in fact, satisfied). This may result in later recognition of revenue and profit in comparison with current accounting.

In assessing the amount of variable consideration which should be recognised, NZ IFRS 15 permits two approaches. One, which applies to circumstances in which a large number of similar contracts exist, is to look at the expected value over the portfolio. The other, which would generally be applied when there are only two possible outcomes (for example, a bonus payment will or will not be received), is the most likely outcome – subject to the constraint over recognition.

How should modifications to contracts be dealt with?

It is common for the scope and/or price of contracts to be modified, due to changes in the scope of work (often termed contract variations) or because additional goods or services are added to the contract. NZ IFRS currently has limited guidance for the accounting consequences of these changes. In contrast, NZ IFRS 15 has detailed guidance to be applied in determining whether, from an accounting perspective, contract modifications result in changes to the existing contract or the issue of a new contract. This links to whether there is either an adjustment to the amount of revenue recognised to date (resulting in a 'true up' in the income statement) or to revenue to be recognised in future. These new requirements may result in significant changes to the pattern of revenue and profit recognition.

Should costs associated with obtaining a contract be capitalised, or expensed immediately?

In addition to the substantially more detailed guidance for revenue recognition, NZ IFRS 15 contains prescriptive criteria to be applied when determining whether costs associated with the acquisition of a contract should be recognised as an asset, or expensed as incurred. This extends to cover all contract acquisition costs, such as bid costs incurred prior to the award of a contract.

NZ IFRS 15 is restrictive, in that it permits only incremental costs of obtaining a contract to be considered. Consequently, only those costs which would not have been incurred if the contract had not been obtained are eligible to be considered. An example is a sales commission which is only payable in the event that a contract is awarded. In contrast, ongoing costs of running the business, such as a legal department, are not eligible to be considered because these costs would have been incurred regardless of whether a specific contract had been obtained. Although it might be argued that the legal department would not exist unless an entity was involved in obtaining sales contracts, NZ IFRS 15 does not permit those contracts to be analysed on a portfolio basis. Instead, the focus is on whether costs attributable to each individual contract are incremental.

Once incremental costs have been identified, these are recognised as an asset if there is an expectation that they will be recovered, typically through profits to be generated from the related contract. This asset is then amortised on a basis that is consistent with the transfer of the goods or services specified in the contract. It will be necessary for judgement to be applied in determining an appropriate amortisation period and profile.

What adjustments are required for the effects of the time value of money (a 'financing component')?

Contracts in the construction and real estate industry can involve cash receipts from customers which do not correspond with the timing of the recognition of revenue. If a financing component is significant, NZ IFRS 15 requires an adjustment to be made for the effect of implicit financing.

As a practical expedient, adjustments for a financing component are not required when there is a period of less than one year between the transfer of goods or services and the receipt of payment from a customer.

Guidance has also been included to assist in determining whether, for example, a deferred payment results from a financing arrangement or for another reason, such as providing the customer with protection from defects in goods which have been delivered. This may be relevant when, for example, payments are withheld for a period of time after completion of a new building (sometimes referred to as 'retentions').

In a major change from existing practice, adjustments for a financing component are required for circumstances in which customers pay in advance, as well as in arrears. Payments in arrears will result in finance income and a reduction in revenue (because the vendor is providing finance to its customer), while payments in advance will result in a finance expense and an increase in (deferred) revenue (because the vendor is, in effect, borrowing funds from its customer).

The purpose of this approach is to reflect the 'cash selling price' of the underlying good or service at the point at which it is transferred to the customer. It also results in transactions which involve a significant financing component being split into two parts; one for the sale of the good or service and the other for the financing arrangement. However, the implications for the internal processes and systems that are needed in order to identify when a financing component is to be recognised, and to account for this, may be significant.

What changes will be required to internal controls and processes?

The changes introduced by NZ IFRS 15 are significant and should not be underestimated. It is likely that changes to internal controls and processes will be needed, in order to analyse sales contracts in accordance with the new guidance and to ensure that the accounting is appropriate.

It is also likely that sales departments will need to liaise more closely with the accounting department in future, in order that the effects of any proposed contractual terms on the related financial statements can be understood in advance.

Disclosure requirements

Users of financial statements, and regulators, have criticised the existing disclosure requirements in NZ IFRS as being inadequate and lacking cohesion with other disclosures made in financial statements. This has made it difficult to understand an entity's revenues, as well as the judgements and estimates that have been made in determining their recognition and measurement.

In consequence, comprehensive disclosure requirements have been included in NZ IFRS 15. This means that, even if an entity concludes that the effect of the new standard on revenue recognition is not significant, changes to internal systems and processes may be required to enable the necessary information to be collected for disclosures.

In addition to the detailed guidance, an overall disclosure objective has been specified together with an explicit statement that immaterial information does not need to be disclosed and the disclosure requirements should not be used as a checklist. This is because some disclosures may be very relevant for certain entities or industries, but irrelevant for others. It is also intended to encourage entities to give careful consideration to the information that they will include in their financial statements in order to meet the disclosure objective. However, this again brings the need for careful planning, well in advance of adoption of the new requirements.

For further information about how BDO can assist you and your organisation, please get in touch with one of our key contacts listed below.

NORTHLAND
Angela Edwards
T: +64 9 407 7250
Adelle Allbon
T: +64 9 430 0471

AUCKLAND
David O'Connor, Richard Croucher,
Chris Neves, Graeme Lynch,
Blair Stanley, Wayne Monteith
T: +64 9 379 2950

WAIKATO
Bernard Lamusse
Andrew Sloman
T: +64 7 839 2106

TAURANGA
Donna Kemp
T: +64 7 571 6280
Paul Manning
T: +64 7 571 7205

GISBORNE
Chris Torrie
T: +64 6 869 1400

TARANAKI
Steve Waite
T: +64 6 759 9034

CENTRAL NORTH ISLAND
Matt Coulter
T: +64 6 872 9817

WELLINGTON
Henry McClintock
Mark Bewley
Geoff Potter
T: +64 4 472 5850

CHRISTCHURCH
Michael Rondel
Warren Johnstone
T: +64 3 379 5155

INVERCARGILL
Greg Thomas
T: +64 3 218 2959