



## **Standard Terms of Engagement**

This document details our Standard Terms of Engagement for providing professional services to clients required under the Accounting Professional and Ethical Standards Board APES 305 – Terms of Engagement.

### **Objectives and Scope of the Engagement**

1. We will conduct our professional accounting and taxation services in accordance with the relevant professional and ethical standards issued by the Accounting Professional and Ethical Standards Board Limited (APESB).
2. Our services are limited for professional accounting and taxation services only, we will not perform any audit or review and accordingly, no assurance will be expressed.
3. The disclosure of irregularities including fraud or other illegal acts or errors that may exist cannot be relied upon by this engagement. Any such matters that come to our attention in this regard will be communicated to you.
4. We make no assumption of responsibility for reliance on our final reports by any person or entity other than you and the parties indicated in the final reports. The documents produced by us shall not be used for any purpose other than the purpose for which they were prepared and our final reports will include a disclaimer to this effect.
5. Any advice provided to you by our firm is only an opinion based on our firm's knowledge of your particular circumstances.

### **Professional Services Relating To Taxation Services**

6. Under the Accounting Professional and Ethical Standards Board APES 220 – Taxation Services a member in public practice shall provide a client with a statement in writing that:
  - The responsibility for the accuracy and completeness of the particulars and information provided by the client rests with the client;
  - Any advice given to the client is only an opinion based on the member's knowledge of the client's particular circumstances; and
  - A taxpayer has obligations under self assessment to keep full and proper records in order to facilitate the preparation of accurate returns.
  - The Taxation Administration Act 1953 contains specific provisions that may provide you with "safe harbours" from administrative penalties for incorrect or late lodgement of returns if, amongst other things, you give us "all relevant taxation information" in a timely manner (the safe harbour

provisions apply from 1 March 2010). Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the “safe harbour” provisions and will be taken into account in determining the extent to which we have discharged our obligations to you.

### **Your Responsibilities**

7. You are responsible for the accuracy and comprehensiveness of the details and information you provide to us.
8. You have obligations under the Income Tax Assessment Act 1936 to keep full and proper records in order to facilitate the preparation of accurate returns.
9. You are responsible for providing us with your information in a timely manner to ensure we are able to complete your work by the due date.

### **Our Responsibilities**

10. Information acquired by us in the course of this engagement is subject to strict confidentiality requirements and we will not disclose that information to other parties except as required or allowed by law, or with your written or verbal consent.

### **Fees**

11. In accordance with our quality assurance procedures, our estimated fee for:
  - a. new clients – will be provided at the beginning of our assignment; and
  - b. existing clients – the estimated fee for the current year’s compliance and recurring work will be based on the prior year’s compliance and recurring fee plus 5%.
12. Our estimated fee is based upon the information we have to hand regarding your affairs. The actual fee will depend upon the length and complexity of the work required and excludes miscellaneous expenses incurred to complete this engagement. However, if we become aware during the assignment of the fee materially exceeding the estimate, we will contact you to discuss the matter.
13. We will keep you advised regarding the status of the assignment and your ongoing fees for our services.
14. Before the commencement of your work, you will need to provide us with your credit card details, and you authorise us to charge the credit card 14 days after the invoice date if the invoice remains outstanding at that time. If you choose not to provide us with a credit card, we will require payment in full before starting your tax compliance work.
15. Our Terms of Payment are net 14 days from invoice date. We reserve the right to charge interest at the rate of 2.5% per month on any invoice outstanding for more than 30 days.
16. We reserve the right to advise credit agencies for non payment of invoices exceeding 90 days from invoice date.

## **Limitation of Liability**

17. Our liability is limited by a scheme approved by Professional Standards legislation. Further information on the scheme is available from the Professional Standards Council's website <http://www.professionalstandardscouncil.gov.au>.

## **Offshore Services**

18. Our firm utilises the services of our own offshore services business Konvert Group based in Philippines. At times, we will utilise this service as part of the preparation of financial statements and income tax returns and general administration. All work is monitored, reviewed and completed by us. By engaging our services you accept the use of our offshore services business.

## **Ownership of Documents**

19. All original documents obtained from you in respect to this engagement shall remain your property. However, we reserve the right to make copies of the original documents for our records.
20. Ownership of the final documentation and reports produced by us as part of this engagement will vest in you. All other documentation and working papers produced by us in respect of the engagement will remain the property of the firm.
21. In the event of a dispute, the firm has a policy of exploring a legal right of lien over any client documents in our possession.

## **Data Storage**

22. We utilise third party software systems as part of our service delivery to you, such as Xero, Docusign and Box. Some of these systems store data on servers domiciled in the United States of America. At all times, your data is under our control and we have taken all reasonable measures to protect your privacy.

## **Ongoing Services**

23. The list of services that we are offering under these Standard Terms of Engagement.
  - a. Preparation of Financial Statements (Statutory and Management)
  - b. Taxation Returns, including FBT
  - c. Goods and Services Tax and Activity Statements
  - d. Corporate Compliance
  - e. General Accounting and Budgeting
  - f. Business Services, Structuring and Advice, including Payroll
  - g. Personal Services, Structuring and Advice
24. Our Standard Terms of Engagement will be effective for future years, and are subject to change from time to time and will be updated on our website.