

## **TERMS OF ENGAGEMENT**

### **Your responsibilities**

Under this engagement you are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided to us<sup>2</sup>.

You are obliged to provide us with all information that you reasonably expect will be necessary to allow us to perform the services required within a timely manner.

Inaccurate, incomplete or late information could have a material effect on the services provided to you and therefore may result in additional fees charged, or additional time taken to complete our services.

You are required to advise us in a timely manner if there are any changes to your circumstances that may be relevant to the performance of our service.

The Taxation Administration Act 1953 contains specific provisions that may provide you with 'safe harbour' from administrative penalties imposed by the ATO for incorrect or late lodgement of returns if, amongst other things, you give us "all relevant taxation information" in a timely manner (these provisions apply from 1st July, 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 as tax agents.

You are also required to advise us if you become aware of any conflicts of interest or potential conflict of interest. Generally, a conflict of interest is any event which may result in us becoming unable to remain objective in the performance of our services to you.

Some examples of events which could give rise to a conflict of interest or potential conflict of interest during this engagement are changes to your business circumstances, events affecting your family (e.g. death and or marriage breakdown) or a legal action commencing against you.

### **Confidential information**

We possess confidential information in relation to the affairs of other clients, which may include information relevant to you. Our duty of disclosure to you in respect of that information is expressly limited so that we are under no obligation to disclose to you any confidential information which may at any time be held by us as a result of any earlier matter conducted by the firm, or by an employee or partner of the firm, whether while an employee or partner of the firm or otherwise.

### **Our Obligation to Comply with the Law**

We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge taxation returns for you that we knew to be false or inaccurate.

We also have an obligation to ensure that we manage conflicts of interests as they arise. In this regard, we have internal policies and procedures in place to ensure we manage potential or actual conflicts of interest. The effective operation of these arrangements will depend, in part, on you complying with your obligation to disclose any potential conflicts to us.

### **Limitation of Liability**

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website at [www.psc.gov.au](http://www.psc.gov.au)

### **Quality Control Review**

We maintain a system of quality control which has been established and maintained in accordance with the relevant APESB standard.

As a result, our files may be subject to a review as part of the quality control review program of the Institute of Chartered Accountants in Australia (ICAA) whom monitor compliance with professional standards by its members.

We advise you that by accepting our terms of engagement you acknowledge that, if requested, our files relating to you will be made available to the ICAA under this quality control review program.

### **Your files and records**

All original documents received by us during the engagement shall remain your property. However, we reserve the right to make reasonable number of copies of the original documents for our records.

The engagement will result in the production of certain documents, ownership of which will vest in you the client. These documents will include financial statements and taxation returns and other statements. All other documents produced by us in respect of this engagement will remain our property and be subject to copyright.

In performing our engagement, from time to time your information may be taken from our office to assist a team member who is working from home. We also utilize cloud based systems and servers to store your files and information. We have systems and processes in place to ensure that your information remains protected and confidential at all times.

Should you have any concerns in relation to this practice, please contact us to discuss.

In the absence of written instructions to the contrary, we may destroy your files after seven years from the completion, without any further notice to you. This will not apply to any documents held for safe keeping, such as share certificates, certificates of Title, corporate registers, Trust Deeds, unexpired contracts and lease agreements.

You agree that we can keep your files in electronic form. We may back up and save electronic files in the "cloud".

By entering into this engagement you expressly authorize and allow us to save your files in electronic form with third party on-line "cloud" based software providers. If you wish to have further details regarding these third parties please don't hesitate to contact us for further details.

### **Confidentiality**

In conducting our engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

Subject to the law, we must not disclose any information relating to your affairs to a third party without your consent.

To the extent necessary to perform our services under the engagement, you hereby consent that your confidential information may be disclosed to the following parties unless you instruct us otherwise in writing:-

- The Australian Taxation Office (ATO)
- The Australian Securities and Investment Commission (ASIC)
- Your solicitor and lawyer
- Your Bank
- Any other relevant professional advisors

### **Your privacy**

We understand the importance of protecting your rights to privacy. In handling personal information, we must comply with the 10 National Privacy Principles included in the *Privacy Act 1988*.

We may use your personal information for the purpose of providing marketing or training information to you. This may include newsletters and invitations to seminars or other events. Please let us know if you do not want this information to be sent to you.

### **Ending our engagement**

You may end our engagement agreement by written notice to us at any time. We may end our engagement if circumstances arise (such as a conflict of interest) that make it impossible or inappropriate for us to continue to act for you. If this happens, we will notify you immediately. If our engagement agreement ends for any reason, you will be required to pay all fees and costs up until that time.

If we have agreed a fixed fee, you agree to pay us in full any further amount payable under the fixed price agreement or what we reasonably consider reflects the work we have undertaken for you.

### **Miscellaneous**

Nothing in this engagement shall prevent us from taking any action as may be required by law or statute or to comply with the regulations of any relevant professional body. We may, without your consent, assign this engagement to a successor to or purchaser of the business to which this engagement relates.

### **Relevant law**

These terms (together with the engagement letter and agreement and or any other terms forming part of the agreement between us) are governed by the laws of Victoria.