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# Engagement Terms

**These are the Terms of Engagement (“Terms”) of Dalcop Accounting Services (ABN 28 970 013 874). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement.** These Terms confirm our understanding of the nature and the limitations of the services we will provide. We may also detail further limitations on the scope of our engagement with you in a fee proposal, email communication and associated correspondence specific to the particular engagement.

## SCOPE OF OUR SERVICES

Our firm will provide services, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review of the financial statements or income tax returns prepared will be performed and accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, or other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention. Our role will be limited to the scope of works listed both above and below specific to your engagement. We are entitled to rely on the records provided as being both accurate and complete.

While our engagement does not include audit services, we are required by the Tax Agents Services Act 2009 to satisfy ourselves as to the reasonableness of the information and claims being made in the income tax returns. The legislation provides the basis for this and may require us to make further enquiries of you or your nominated representatives from time to time. Where possible, we will endeavour to identify the information required in advance. Any advice provided is only an opinion based on our knowledge of the business entity and its particular circumstances.

Our professional services are conducted for the benefit of the individuals or entities specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

## 2. BASIS OF ENGAGEMENT

### ACCOUNTING AND RECORD-KEEPING

In undertaking this engagement, you must generally ensure the following:

- The bookkeeping for all Entities is maintained on a regular basis. In fact, we recommend the bookkeeping and record-keeping tasks be attended to each week.
- Reconciliations for the bank accounts, debtors and creditors are performed at the end of each month for each of the Entities.
- A stocktake will be performed during the last weekend in June for each entity that deals in trading stock.

### TAXATION SERVICES

In engaging us to provide taxation services, it is important for you to understand the following:

- You are responsible for the accuracy and completeness of the particulars and information provided to us by you.
- Any advice we provide is only an opinion based on our knowledge of your particular circumstances.
- You have obligations under the self-assessment regime to keep full and proper records in order to facilitate the preparation of accurate returns.
- We cannot provide taxation services if we find that information on which those services are to be based contain false or misleading information, or omit material information, and you are not prepared to appropriately amend that information.

### COMPILATION OF FINANCIAL STATEMENTS

By engaging us to compile financial statements, you acknowledge that:

- the reliability, accuracy and completeness of the accounting records are your responsibility; and
- that you have disclosed to us all material and relevant information.

### NO STATUTORY FINANCIAL AUDITS ARE CONDUCTED

You and your employees are responsible for the maintenance of the accounting systems and internal controls for all the Entities. That includes the keeping and maintenance of all required books of account. Our firm cannot be relied upon to disclose irregularities, including fraud, and other illegal acts and errors that may occur with regard to such matters. Our firm is not being engaged to conduct a statutory audit of the financial records of any of your Entities and we will not express an auditor's opinion as to the truth and fairness of the financial statements.

### OWNERSHIP OF DOCUMENTS

In the course of our engagement we will prepare various working papers and notes consistent with our internal quality control system. These working papers remain

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# Engagement Terms

the property of our firm and will be retained by us to support any future queries on work completed.

All original documents obtained from the client arising from the engagement shall remain the property of the client. Dalcop Accounting Services uses an electronic document management system. All documents received from clients are scanned and stored electronically. A reasonable effort will be made to return the documents to you on completion of the engagement, however unless specifically advised by you, your acceptance of these terms includes your consent for Dalcop Accounting Services to destroy any hard copy documents received from you at their discretion.

Our engagement will result in the production of tax returns and financial statements. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm. Where copies of documents previously provided to you are requested you may be charged a nominal fee for retrieval from our archives, printing, photocopying and/or postage. The firm retains the option of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has an established dispute resolution process.

## ADDITIONAL SERVICES

Our firm is able to provide a wide range of services and products to you that have not been outlined above. These include accounting, taxation, tax effective business structures, asset protection strategies and structures, cash flow advice, quarterly reporting and mentoring, bookkeeping, bookkeeping software (we recommend Xero and MYOB), software assistance and advice. We also work closely with financial planners, lenders, mortgage brokers, insurance specialists and other professionals (some of which we have a paid referral arrangement with) to whom we can refer you to if we are unable to help you directly. We strive to be your first port of call for any of these services and are only too happy to assist. As you require additional work to be completed other than what is covered by current or previous engagements and request us to complete these additional works for you these will represent a separate engagement. If the engagement is for ongoing work or new entities this document will be replaced with a new engagement letter that includes the wider scope of the engagement. For additional stand alone or one off work a separate engagement document will be issued.

Unless specifically requested in writing, our engagement will not cover the review of your obligations of compliance with the following;

- Indirect state taxes such as land tax and stamp duty
- Employment taxes such as payroll tax and workers compensation
- Employer obligations such as Superannuation Guarantee and Fair Work
- Withholding from suppliers and checking the validity of quoted ABNs

## LODGEMENT DATES AND TIMEFRAMES

To ensure the efficient completion of your work, it is agreed that all information that is reasonably required will be made available, in order for us to complete the various engagements agreed.

Some of the agreed work is subject to specific lodgement dates. Our objective is to ensure that all work is completed on time to meet these lodgement dates. Our capacity to complete the work required, relies on us receiving the information within a reasonable time period prior to those due dates and receiving timely answers to any queries raised.

Before we lodge any returns on your behalf, we will forward the documents to you for approval. We will endeavour to ensure that the returns are lodged by the due dates. If you are late in providing information or returning signed documents, we will make every reasonable effort to meet the time limits but we will not be responsible for any late lodgement penalties or interest charges you may incur.

## FEES & PAYMENT TERMS

Our services will be provided to you on a fee for service basis. The fee arrangement is based on the complexity of the engagement, the time taken, the professional skill, experience and acumen required, the particular nature and risk of the matter, the monetary values involved, specialist input required and the urgency of the matter. Goods and services tax ("GST") at the prevailing rate will be added to and forms part of our fees. GST disbursements properly incurred from external suppliers (couriers, ASIC fees, other Government fees etc) will be charged to you at cost plus GST.

Our fees assume that the source material you provide to us is reliable and useable to complete the engagement. Where there is uncertainty regarding the source material, or the tax or accounting treatments used, then we will raise these issues with you. Rectification of these

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# Engagement Terms

issues is not included in our fee estimates and will be invoiced in addition to our fee estimates. General assistance and support with ad-hoc issues that you may face from time to time outside of an existing engagement that you instruct us to proceed with will be charged at an hourly rate and billed either monthly or on completion.

Where you require additional work to be completed beyond this engagement then this will represent a separate engagement. We will be happy to agree to the nature and fee level for this work with you in advance of commencing the work.

Where possible we will give you an estimate or range in which you can expect the cost to fall prior to starting the job. If a fee estimate is provided it is done so in good faith but is in no way contractually binding. If the fee is expected to change during the course of the engagement, you will be notified. After receipt of all tax records, if we determine that the complexity of the job is outside our normal scope, we reserve the right to renegotiate a revised fee to our mutual satisfaction. This fee arrangement will be subject to change if your instructions change or other circumstances come to our attention which necessitate us contacting you to discuss a revision of these fees. The business entities and adult family members within the group are all jointly and severally liable to pay our accounts, regardless of which of the listed individuals or entities those accounts are addressed to and regardless of which of the listed individuals or entities received the benefit of the work performed.

Fees will generally be invoiced on completion of the engagement. However, for lengthy or complex jobs we may invoice progressively throughout if agreed, or on completion of parts of the engagement (eg on completion of quarterly BAS's). We also offer quarterly or monthly billing in advance to assist our clients in managing their cashflow, if this is of interest to you please contact us to discuss a specific arrangement. Our terms are payment in full in 14 days from invoice date.

We reserve the right to request payment upfront or prior to lodgement if you have a poor payment history with us. Once payment is made the service is not refundable unless required by law. If we suspend work or terminate this engagement by reason of your failure to make payment of our fee, we will not be liable for any loss or damage suffered by any client in the Group as a result of the suspension or termination.

## NON-COMPLIANCE WITH LAWS AND REGULATIONS (NOCLAR)

During the performance of our work under this engagement, we may detect conduct or a transaction that is considered to constitute NOCLAR, which has a material effect on any documents or information that might be required to be provided to a regulatory authority (RA), such as the ATO.

If we detect any NOCLAR, we may have an ethical requirement to make a disclosure to a RA. We will follow a formal process which will include advising you of our concerns, and if necessary, seeking legal advice. If we do seek legal advice we reserve the right to ask you to pay or reimburse us for our reasonable costs.

If we are required to make a disclosure to a RA, you agree to forever release us from any claim for costs or losses you incur in responding to or dealing with anything that arises from our disclosure.

## LOSSES FROM UNAUTHORISED CYBER-ACTIVITY

We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions are protected and are not able to be intercepted by third parties. However, we cannot be held liable for any loss that you might incur as a consequence of any third party intervention that accesses, procures or copies any data that contains your private information from any medium or device we use to store or transmit such information.

In the event that, despite our firm having taken reasonable precautions to securely store your private information, you suffer any losses arising from unauthorised cyber-activity, you agree to forever release us from any claim for your losses.

## LIMITATION OF LIABILITY

Our firm's liability may be limited by a scheme approved under Professional Standards legislation.

*We will* not be responsible for any errors brought about by your failure to provide information or documentation later found to be material to your tax affairs.

*We will* not be liable for any loss or damage (including direct, indirect or consequential loss) arising from any inaccuracy or other defect in any information or documents supplied by you.

We will not be responsible for any late lodgement or other fees and fines brought about by your failure to provide required documents and information in a timely manner.

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# Engagement Terms

We will not be liable for any late lodgement penalties incurred unless we are solely responsible for the late lodgement of the documentation.

No act or omission by our accountants will be considered gross negligence, wilful default, wilful misconduct, fraud, dishonesty or breach of duty to the extent to which the act or omission was caused or contributed to by any failure by any other person (who is not within our reasonable control) to fulfil any obligations relating to the Agreement or by any other act or omission of any other person (who is not within our reasonable control).

Any tax refund estimate provided is only an estimate and we are not responsible and will not accept liability if the ATO determines an outcome which is different than the estimate provided at the time of lodgement. Our principal accountant is a practicing member of the Institute of Public Accountants (IPA) and our firm is covered under the IPA Professional Standards Scheme (Scheme). Under the Scheme, our accountants' civil liability for damages arising out the provision of the Services will be limited to \$2,000,000.

A copy of the IPA Scheme is available on the website of the IPA at <https://www.publicaccountants.org.au/membership/pc/professional-standards-scheme>.

## 3. DETAILS OF SERVICES TO BE PROVIDED

### FINANCIAL ACCOUNTS

This firm has been engaged to prepare the annual financial accounts of the Entities in your Group. This service includes the preparation of:

- a profit and loss statement;
- a balance sheet; and
- notes for the above accounts.

This service includes maintenance of the chart of accounts for the general ledgers of your Entities, and telephone and email support should you require any assistance as to how to record specific transactions in the general ledger. This service also includes the preparation and lodgement of any standard reports that are required to be furnished to ASIC. However, this service does not include the preparation of one-off accounts for presentation to your financiers for additional finance and the like.

### INCOME TAX RETURNS

Our firm has been engaged to prepare and lodge income tax returns for your Group.

You are responsible for the accuracy and completeness of the particulars and information provided to us by you.

This firm will not be responsible for reviewing or verifying any financial records or statements provided to it either via manual cashbooks or prepared on accounting software such as Xero or MYOB. Correct coding or classification of accounts is outside the scope of this engagement. If assistance is required on how to correctly code, or to review how you currently do so, please discuss this with us. This will entail work which is outside the scope of this engagement and will be charged as additional services.

You have obligations under the self-assessment regime to keep full and proper records in order to facilitate the preparation of accurate returns. Please ensure that you have all source documentation available to allow this firm to analyse the income tax implications of any transaction, if we request to see it. Whilst we will not as a matter of course be looking at these documents, the ATO will expect you (and you are required) to have them available before any claim is made in your income tax return. We may in some circumstances also request to see source documents if a tax issue is particularly contentious.

It is also expected that, in respect of individual income tax returns, each person will have the necessary documents so as to comply with the substantiation provisions of the *Income Tax Assessment Act*.

We will specifically advise as to the requirements of the substantiation provisions relating to your income tax return and of the necessity to obtain acceptable receipts as specifically required by the legislation. We will not, however, be checking that the requirements of the substantiation provisions have been satisfied. This specifically means that we will not be reviewing your log book or any calculations or information you provide us, such as a rental property schedule either prepared by you on a spreadsheet or by a property manager. If you require assistance in completing a log book or preparing any calculations, or you would like us to review such work, please discuss this with us. This will entail work which is outside the scope of this letter and will be charged as additional services.

From time to time, this firm prepares templates and schedules to assist with the collation of information to complete income tax returns. These will be provided free of charge.

The fee for this service does not cover any inquiries made to us, or investigations involving us, conducted by the ATO or any other government or regulatory body. Substantial penalties apply for an incorrectly prepared income tax return. If you have any queries in respect to this, please contact our office for assistance.



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# Engagement Terms

We cannot provide taxation services if we find that information on which those services are to be based contain false or misleading information, or omit material information, and you are not prepared to appropriately amend that information.

## ACTIVITY STATEMENTS

As the BAS returns are prepared quarterly and lodged during the financial year, it is not possible for this firm to review the correctness of the underlying financial information as part of the preparation of the quarterly BAS return. This is because we are engaged to prepare the annual accounts and these are prepared after the conclusion of the financial year.

Therefore, for the quarterly BAS returns, we will rely on and process the financial information provided to us without any review of the primary source documents. In doing that, we will make the following specific assumptions:

- The financial information provided to us is accurate.
- The financial information correctly states the GST position. For example, all input tax credits and GST payable amounts have been correctly recorded in the general ledger. If you are unsure of the correct position or require advice regarding this, we are able to provide this as work which is outside the scope of this letter and charged as additional services.
- You have the necessary supporting documentation to satisfy the ATO for GST purposes. Again, if you are unsure of the ATO requirements or require advice regarding these documents, we are able to provide this as work which is outside the scope of this letter and charged as additional services.
- You hold valid tax invoices and adjustment notes for all expenditure incurred by you in respect of an input tax credit which is being claimed. Substantial penalties apply for an incorrectly prepared BAS. If you have any queries in respect to this, please contact our office for assistance.

However, it is possible that, when the financial accounts are prepared, some discrepancies will exist between the information disclosed in the quarterly BAS returns and in the annual financial statements. Should any discrepancies arise, we will discuss the need to correct either the BAS returns and/or financial accounts. Those services will involve work which is outside the scope of this letter and will be charged as additional services.

## FRINGE BENEFITS TAX (FBT) RETURNS

This firm has also been engaged to prepare and lodge the FBT returns for your Entities. Please note, because of the impact of GST, it is not impossible to prepare an

FBT return from the information contained in the general ledger. It is necessary to revert to the source documentation to allow our firm to analyse the FBT implications of any transaction.

Our fee for this service includes the following:

- Advice on how to collate the information necessary to prepare the annual FBT return;
- An annual review of the methods available to reduce the FBT expense on the annual FBT return;
- Telephone advice on basic FBT issues; and
- The calculation of Reportable Fringe Benefits Tax Amounts that may be required to be included on the annual payment summaries for your employees (including family members employed in the business of any Entity).

## ASIC AGENT

Where Dalcorp Accounting Services is appointed your ASIC registered agent, services will be limited to preparation and lodgement of the company's annual statutory return and drafting of the required declaration of solvency minute. It will be the client's responsibility to maintain the corporate register and tend to other corporate responsibilities, such as company minutes and company detail changes unless further written instruction is provided to us. These additional services may attract additional fees.

Please be aware there is a 28-day lodgement timeframe for all company information and detail changes to be made with ASIC, and as a requirement to meet these deadlines we will need a minimum 21 days' notice of any changes to be made in order to complete and file the required documentation. We accept no responsibility of any late lodgement fees.

You acknowledge that once an ASIC Form 362 Appointment or Cessation of a Registered Agent by a company has been signed by the company officeholders all further ASIC forms will be lodged directly online, reducing the levels of risk for late fees and fraudulent activity. No original copies of ASIC forms are required to be kept on premises other than the Form 362 as per ASIC guidelines.

Where you choose to appoint Dalcorp Accounting Services as your ASIC registered agent by accepting & signing these terms you are taken to have consented in writing to the appointment of Dalcorp Accounting Services as your ASIC Agent. Our firm charges an annual fee per company for the preparation of the company's annual statutory return and the use of our office as a registered address. This fee will be payable upon lodgement of each Annual Company Statement. An ASIC

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# Engagement Terms

annual review fee will also be payable by the company directly to ASIC.

## SUPERANNUATION

Our firm has also been engaged to attend to the income tax compliance work for your self-managed superannuation fund (SMSF). This assignment will involve the following:

- Preparation of the SMSF's accounts for the purposes of the *Superannuation Industry Supervision Act 1993* (the SIS Act).
- Preparation and lodgement of the SMSF annual return. It is important to note as part of the regulatory framework for SMSFs, an annual audit of the fund must be undertaken and provided to the trustees of the fund before the SMSF annual return is lodged. Therefore, trustees of the fund must ensure that they provide the fund accounting records in a timely manner to allow these tasks to be completed.
- With respect to the annual audit of the SMSF referred to above this office will make arrangements for the audit to be undertaken by an external party, the fee for which will be included on our invoice at the completion of the engagement. The client will be liable for all costs associated with the completion of the audit.

In addition to the basic financial information required to complete these requirements, it is expected that the source documentation will be available to allow this firm to analyse the implications of any superannuation related transaction and to provide to the auditor to satisfy their requirements.

You should also note that the deeds of the fund should be annually reviewed by a superannuation specialist to ensure they continue to comply with the requirements of the SIS Act. Our engagement does not extend to the provision of such legal advice and our fee does not include this service. We are happy to recommend the services of a superannuation specialist for this task.

This service does not cover any inquiries made by or investigations conducted by the Australian Taxation Office

Dalcorp Accounting Services Pty Ltd does not hold an Australian Financial Services Licence and are not an authorised representative of such a licence holder. As a result, we are generally prohibited from providing you with any advice, recommendation or opinion that is intended to influence you in making any decision in relation to superannuation (including whether to establish, contribute to or draw benefits from a

superannuation fund, or any investment decision by an superannuation trustee), or that could reasonably be regarded as being intended to have such an influence (**Financial Advice**). However, we are able to provide you with superannuation advice that is of a factual nature only (e.g., to explain how superannuation rules would apply to you and what options are available to you).

Where you request us to undertake superannuation-related work (e.g., to arrange for the establishment of a self-managed superannuation fund), we will be obliged to perform that work in accordance with your instructions, even if we believe those instructions may not be in your best interest.

Where you request Financial Advice we will endeavour to assist you in obtaining that advice from an appropriately licenced advisor. Depending on the circumstances, this may involve us outsourcing the provision of the Financial Advice (in which case we would seek your prior authorisation), or referring you to a licenced provider directly.

## SINGLE TOUCH PAYROLL ('STP') REPORTS

We will prepare and lodge STP reports with the ATO for the Group, based on the information provided to us by you, your employees or any third party authorised by you, without reviewing or verifying the payroll calculations, any relevant wage rates or the source documents relied upon to process each STP pay event.

We will only provide a lodgment service. We make no representations about the accuracy of the information submitted, the due date or whether it is received by the ATO.

Our firm is not being engaged to perform, or check the accuracy of, payroll calculations associated with the STP reports. You and your employees are responsible for correctly preparing and processing each pay event, and for maintaining the necessary supporting documentation.

You and your employees are also responsible for calculating and remitting your PAYG withholding and Superannuation Guarantee liabilities with respect to each employee, for each relevant pay event.

## 4. CLIENTS' RIGHTS AND OBLIGATIONS UNDER THE TAXATION LAW

### THE SELF-ASSESSMENT SYSTEM

The *Tax Agents Services Act 2009* requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

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# Engagement Terms

- You are subject to the self-assessment system in relation to any of your income tax returns. The Commissioner is entitled to rely on any statements made in your income tax returns. Where those statements are later found to be incorrect, the Commissioner may amend your income tax assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges. Where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate
- You have an obligation to keep proper records that will substantiate the taxation returns prepared and which will satisfy the substantiation requirements of the Income Tax Assessment Act. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use this information supplied in the preparation of your returns.
- Your rights as a taxpayer include, the right to seek a private ruling, the right to object to an assessment by the Commissioner and the right to appeal against an adverse decision by the Commissioner. Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements which may exist.

## CLIENT'S DISCLOSURE AND RECORD KEEPING OBLIGATIONS

You are required by law to keep full and accurate records relating of your tax affairs. It is your obligation to provide our firm with all information that would be reasonably expected and will be necessary to allow us to perform work contemplated under the engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of the client by the practitioner. Inaccurate, incomplete or late information could have a material effect on services and/or conclusions.

We need not verify the underlying accuracy or completeness of information from you if it appears

reasonable. However, if we believe information is missing, incorrect or misleading, we will need to seek further assurance from you.

Any advice given to the client is only an opinion based on our knowledge of the client's particular circumstances. Formal, written advice can be provided at your request but this amounts to a separate engagement from the preparation of a tax return or other document and will incur additional cost.

## OBLIGATION TO PROVIDE COMPLETE AND ACCURATE RECORDS

In order for our practice to be able to lodge returns on your behalf, it is your responsibility to provide us with complete and accurate records. Further, in order to lodge your return on time, we will require you to provide us the relevant information as and when requested.

Where you are unable to provide us with complete and accurate records, we may be unable to prepare and lodge your return. Tax agents are subject to a Professional Code of Conduct contained in the *Tax Agent Services Act 2009*, which prevents them from acting for a client where insufficient records or information exists so as to be able determine the amount of the client's income or deductions.

We also reserve the right to question any claims for deductions or credits that in our reasonable judgment might be considered as being excessive, and we may ask for more substantiation or records to prove that such a claim is allowable under the law. If we believe that a claim is excessive and cannot be substantiated we reserve the right not to include such a claim in your income tax returns or BAS, but you will have the right to lodge an objection after receiving your notice of objection. There may be further costs in doing so, and we will advise you accordingly

## RECORDS FOR CLIENTS OPERATING IN THE CASH ECONOMY

Because of the ATO's concerns with dealings in the cash economy, there are particular recording imperatives for clients who operate in that sector. In particular, the ATO has a program of "benchmarking" standardised revenue returns for a wide range of cash businesses.

In circumstances where it is dissatisfied with a taxpayer's records or recording systems, the ATO will often assess income tax and/or GST on what it considers to be an appropriate "benchmark" amount (plus penalties and interest) and then put the taxpayer to the task of disproving that assessment.

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# Engagement Terms

Where that occurs, the taxpayer is at a serious disadvantage and can be put to a great deal of cost and effort in disputing the assessment.

Taxpayers who operate in the cash economy are therefore urged to have a robust and reliable system for recording and reporting all cash transactions and to ensure that the recorded figures are accurate.

If you need assistance in setting up or reviewing your recording and reporting systems, we will be happy to do so and will advise you of our rates for doing so on request.

## YOUR PROTECTIONS UNDER TASA

The Taxation Administration Act 1953 now contains specific provisions that may provide you with “safe harbour” from administrative penalties for incorrect or late lodgement of returns. These safe harbour provisions will only be available to you if amongst other things, provide “all relevant taxation information” to our firm 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 our firm, 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 tax practitioners have discharged their obligations to clients. It is your responsibility to show that you have brought all matters to our attention if you want to take advantage of the safe harbours created under the new regime.

## 5.PRIVACY, CONFIDENTIALITY & PROFESSIONAL STANDARDS

### OUR OBLIGATION TO YOU

We may collect Personal Information about your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates, who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purposes/s we provide our services to you. We will handle personal information in accordance with the Privacy Act. Dalcorp Accounting Services is compliant with the Privacy Act 1988 (Privacy Act). A copy of our privacy policy is

available on request to our office (03) 5967 1312 or viewed on our website [www.dalcorpas.com.au](http://www.dalcorpas.com.au)

### TEAM INTERACTION

This engagement will be managed under Tax Agent No. 22115003. Please do not hesitate to contact any of the team on (03) 5967 1312 if you have any queries or require further assistance.

From time to time during the completion of your work, we may engage various staff, internal contract personnel, external contract personnel experts, consultants and specialists who we consider appropriate for the completion of your work. These personnel will have access to your accounting and taxation records only for the purpose of completing the accounting, taxation, audit, business advisory or other purpose outlined in the scope or otherwise agreed.

### OUTSOURCING

Our firm may from time to time use the services of third party contractors to perform some of the services we are engaged to perform for you. Each client accepting these terms and conditions hereby authorises us to disclose information relating to that client’s affairs to all such third party contractors as we may choose to engage to perform such work.

In order to manage workflows necessary to meet our service commitments under this engagement, our office may engage third party service providers (whom operate either locally or offshore) on your behalf as and when required. In the event this occurs, our office is satisfied those third parties meet all Australian Privacy Law obligations as set out under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APP standards).

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of these services as described. Where the outsourced service requires the disclosure of personal information to an overseas recipient a consequence of your consent is that Dalcorp Accounting Services will be required to take reasonable steps to ensure that the Australian Privacy Principles are complied with by the overseas recipients of the Personal Information. Where we use the services of third-party contractors, we are nevertheless responsible for the conduct and activities of those contractors and for the delivery of the services we are engaged to perform for you.



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# Engagement Terms

## THIRD PARTY INFORMATION DISCLOSURE

From time to time, we may be asked to provide copies of the financial statements, income tax returns or other information produced in the course of this engagement for your group of entities.

If we are requested to provide this information (including to a third party such as a financial institution), any one-person subject to this engagement can provide this authorisation. For example, if one-person subject to this engagement requests information regarding the partnership or other individuals involved then we have authority to provide this information to them without seeking further authorisation.

We may also need to disclose information relating to one client's affairs to other clients in the Group to assist in performing our work, to persons responsible for the governance of an entity to comply with accounting standards, or to a professional body of which we are a member in relation to a quality review program undertaken by that body. Each client in the Group hereby authorises us to do so when we consider it appropriate to further our performance of work for the Group, or when required by that professional body.

During the course of this engagement we will collect personal information from the individuals involved in this engagement and others. We will treat as confidential and maintain the confidentiality of all information and records that you provide or disclose to us, and those produced in the course of completing an engagement. This information will only be disclosed to a third party where specific authority has been granted for us to provide this information, or where we are subject to a legal duty to disclose the information.

## USE OF CLOUD COMPUTING SYSTEMS

We utilise third party software system (as part of our service delivery to you) such as MYOB and Xero (cloud accounting systems); BGL 360 & SimpleFund 360 (a cloud-based administration and super fund tax return preparation system); Office 365 (a cloud email, calendar and document management system); Dropbox (cloud document management systems); DocuSign & Adobe Sign (a cloud electronic signature system). These cloud computing systems store files on remote servers operated by third parties, including the use of hosting providers in the United States of America and in Singapore. There is the ability for you to act as the Subscriber for Xero Business Edition subscriptions and to "invite" us into that subscription as an "invited user", rather than having us act as the Subscriber to that subscription. Xero has different user roles, and in particular the Subscriber to a Xero subscription has the ability to control access rights to a Xero subscription. If

we are the Subscriber for your Xero Business Edition, we will always give you full access to your Xero subscription, including if the business relationship between us terminates or if there is a dispute between us. If you transfer your business to a new accountant, you will need to provide us with the name and email address of your chosen new Xero Subscriber for us to transfer your Xero subscription. We are bound by the Xero Partner Code of Conduct. This Code contains dispute resolution procedures and how your access to the Xero subscription will be maintained in the event of a dispute (including relating to non-payment of our fees) between us and you. By agreeing to these engagement terms and accepting our services you acknowledge and agree that your personal information may be stored overseas.

## ELECTRONIC COMMUNICATION

Our firm has a policy that wherever possible and unless advised otherwise we will communicate with you and provide documents to you in an electronic format. We do this to expedite the dissemination of documents to you, reduce our impact on the environment, and reduce the costs we pass on to you. Therefore, unless you notify us otherwise in writing, we will assume that you consent to the use of electronic communications and are prepared to receive and sign required documents electronically.

The Electronic Transactions Act 1999 allows for digital signatures to be legally binding. Unless explicitly prevented under specific law or guidelines of a relevant government body all parties to this agreement agree that a digital signature shall be effective to prove each party's agreement to the terms of any documentation which requires signature. Furthermore, the parties agree that the terms of this Agreement and any other documents may be provided through an electronic facsimile, including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no original hard-copy document is required to be retained. You also understand that as such electronic communication is not secure it may be copied, recorded, read or interfered with by third parties while in transit and accordingly, you release us from any claim you may have as a result of any unauthorized copying, recording, reading or interference with any document that we send or receive by way of electronic communication, or for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer by way of electronic communication.

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# Engagement Terms

## QUALITY REVIEW

As a member of the Institute of Public Accountants, as Principal, my firm is subject to periodic Professional Practice Quality Assurance reviews. Unless otherwise advised, you are consenting to your files being part of such a quality review. This review is of our client records and not of you as a client and you have full assurances that complete confidentiality will be maintained throughout.

## PROFESSIONAL STANDARDS

You will be provided the highest standard of professional service. If for any reason you feel you have not received the service expected, please in the first instance, contact me/us to discuss.

Furthermore, as a member of the Institute of Public Accountants in Professional Practice I am subject to the ethical and professional requirements of the Institute of Public Accountants and its Investigations and Disciplinary processes. These requirements cover issues such as APES 110 Code of Ethics for Professional Accountants, adherence to Accounting and Auditing Standards, requirements to undertake Continued Professional Education and to hold trust money in a Trust Account. Should there be an issue regarding my ethical or business practices, such matters may be referred to the Institute of Public Accountants for investigation. As a member of the Institute of Public Accountants I am also obliged to hold current Professional Indemnity insurance, and I warrant to you that my insurance cover is in accordance with the Institute of Public Accountants requirements. As a member of the Institute of Public Accountants in Victoria I am also subject to the Professional Standards Legislation. My liability is capped under a scheme approved by the Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: <http://www.professionalstandardscouncil.gov.au>.

## 6. DISCLAIMER – NON-PROVISION OF FINANCIAL ADVICE

The advice contained in this communication and engagement contains factual information and/or recommendations with regard to asset protection and tax compliance. It is in this context that we also comment on purchasing any proposed business assets including plant and equipment, taking on new work contracts, acquiring real property or the restructuring of any legal business or investment entities.

Legal advice should always be sought in relation to legal documents and their impact on you prior to signing.

Dalcorp Accounting Services is not licensed to provide financial product advice under the Corporations Act 2001. You should consider obtaining advice from an appropriately licensed or authorised financial adviser before you decide on a financial product, including investment in real property, selling shares, rolling over superannuation and any effects it may have on personal insurances.

Where you request Financial Advice we will endeavour to assist you in obtaining that advice from an appropriately licenced advisor. Depending on the circumstances, this may involve us outsourcing the provision of the Financial Advice (in which case we would seek your prior authorisation), or referring you to a licenced provider directly.

We make no assurance or recommendation as to the suitability for you to acquire business assets, property or shares, or as to their market valuations or suitability for your overall investment needs. It is our recommendation that you obtain professional valuations and asset inspections by a qualified 3<sup>rd</sup> party provider on any investment or asset acquisitions.

In executing the services under this engagement, we are not specifically providing any advice to induce you into the acquisition or expansion of any investment or asset purchases, or making guarantees as to successes or likely gains in relation to them, or to the successes and sustainability of business growth and profits, other than providing sound explanations based on factual evidence and outcomes.

## 7. ACKNOWLEDGMENT AND ACCEPTANCE

Any party signing our New Client Details form or any subsequent Authority to Proceed or Consent to Act attached to any current or future Fee Proposal letter, acknowledge that they have received these Engagement Terms and are bound by them.