Terms and Conditions

We are pleased to accept appointment as your Tax Agent. We will always act in your best interest and provide the highest level of professional service.

This document sets out the terms of the engagement. Any additions will be by the written agreement of both parties.

As your Accountant/Tax Agent we will:

a) analyse, discuss and prepare recommendations regarding your accounting records and financial affairs;

b) prepare financial and other statements as requested;

c) prepare and lodge taxation returns, review assessments and advise on appeal procedures where necessary; and.

d) undertake other work as agreed.

You are reminded that:

a) performance of tasks is limited exclusively to those set out in this engagement letter;

b) We do not (unless otherwise engaged to do so) undertake an audit or review, and as such no assurance will be expressed; and

c) unless we are otherwise engaged to do so, this engagement can not be relied upon to detect or otherwise disclose irregularities (such as fraud, illegalities or the errors of other parties).

d) we are NOT engaged to provide legal advice. If in the event this required, we will provide you with a separate engagement service agreement.

e) Conflict: If we act for a couple, partnership, shareholder or its directors, or a trustee and or beneficiary of the trust there is a conflict. It is usual for such engagements to occur but its important for you and us to be aware of.

Professional Fees and Payments

The professional fees for the services provided will be based on the time and skill required to complete the nominated tasks and will include as an additional item out of pocket expenses and statutory charges, unless otherwise agreed.

The standard professional fees are (subject to notification of changes):

Senior Accountant (5 years +)	$330.00 per hour
General Accountant	$220.00 per hour
Bookkeeper	$110.00 per hour
Training	$88.00 per hour
Graduate/Assistant/Secretary	$176.00 per hour
Junior Assistant	$99.00 per hour

For work undertaken for a period of less than an hour, the rate shall be charged in 6 minute blocks, or part thereof. All fees are GST inclusive.

Non Professional Costs

Where not otherwise provided we on charge for postage and courier fees.

Express Post (rate equal to Australia Post Rate)

Registered Post (rate equal to Australia Post Rate)

Travel Cost (rate equal to the ATO's rate

Overdue accounts may incur interest and will be charged at RBA interest rate

Estimates

Fees are reasonable estimates and costs may vary from time to time due to unforeseeable problems and delays, the cooperation of third persons and deficiencies in documentation. If costs are likely to be significantly higher than originally estimated, you will be informed in writing of the changes and reasons.

If we attend to work outside the scope of our retainer we may charge additional fees on a time basis according to our usual hourly rates set out below. Where we incur costs, charges or disbursements on your behalf you agree to pay us when we request payment and provide a bill.

Our first meeting will outline what needs to be done. If we have more meetings or if there are delays in getting instructions and or information from you, there may be extra charges based on our usual hourly rates.

Deduction of Fees from tax refund

The parties have agreed that fees will be deducted directly from any tax refund. In accordance with the requirements of the Institute of Professional Accountants, your refund cheque will be deposited into a Trust Account with fees and charges deducted and any balance forwarded as agreed. An additional fee of $15 will be deducted to cover this service. If you do not receive a refund and you have chosen this service, you will remain liable for full payment of the issued invoice.

Terms of Payment

A full account of professional fees, costs and disbursements will be provided. Unless otherwise agreed, terms are strictly 14 days from the date of invoice. Should the account be unpaid by the due date, we reserve the right to use a debt collection agency or other legal means to recover outstanding fees. Tax Returns will not be lodged with the ATO unless payment is made in full.

Disclosure of other fees and commissions

We will disclose to clients any commissions or other fees received as a result of work undertaken and will fully comply with statutory requirements in relation to the disclosure of this information.

Lodgement of Tax returns

Before documentation is lodged on your behalf, drafts will be forwarded for your approval. Documentation will be lodged with the relevant departments by the due dates, provided all information and documentation is received promptly after the Financial Year End or other statutory date. This will allow adequate time for preparation and lodgement.

If you are late in providing information, best efforts will be made to meet deadlines. No responsibility will be accepted for any late lodgement penalties incurred.

Responsibility for Accounting and Internal Control Systems

The responsibility for the maintenance of a business accounting system and internal control systems, including protection against and prevention of fraud, rest with you the client. You will also be responsible for the maintenance of books of account. This includes any work produced by a third party not engaged by this firm that is to be relied upon. If any material weakness in the accounting systems or internal control systems comes to our notice, you will be advised accordingly.

It is important to remember you are personally responsible for the information contained in any statutory return and that you must retain all necessary supporting documentation to substantiate transactions.

Quality Review

As a member of the Institute of Public Accountants, as Principal I am 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.

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 a Code of Ethics, 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.

Communication

Unless you otherwise advise us, if you information of your email address then will endeavour to send all communication by email, where appropriate. This includes bills.

Termination of Agreement

You may terminate this Agreement and withdraw your instructions at any time and for any reason.

We may terminate this agreement and cease to act for you:

1. If we give you advice that you reject;
2. If you fail to give us proper and timely instructions or fail to do what is reasonably necessary to act in a proper and professional way;
3. If you require us to act unlawfully or unethically;
4. If you fail to pay our account within our ordinary terms as set out in this matter and/or the account, or if you fail to provide us with the funds to be placed into our trust account as may be required in item 5 of the schedule or as required during the course of the action;
5. If you indicate that you have lost confidence in us;
6. If you lose legal capacity;
9. for any other just cause.

We will give you reasonable notice of intention to terminate this agreement. If this agreement is terminated, we are entitled to all outstanding fees and costs up to the termination and entitled to retain possession of your file until fees and costs are paid.

Privacy Statement

I am bound by the provisions of the Privacy Act to maintain all your records securely and in accordance with the provisions of that Act. Any breach of these requirements should be notified to the Privacy Commissioner. As noted above under "Quality Review", your file, unless you specifically forbid it, may be subject to a Quality Review. As a Tax Agent I am subject to the code of professional conduct established by the Tax Agent Services Act 2009 (TASA), this code requires that unless legally required to I can not disclose information to a third party without your permission.

Recording

We advise that we may be recording telephone conversations for the purposes of accurately recording your instructions.

Trust Account – Legal Profession Act (Section 294)

We advise that monies placed into our trust account on your behalf are not covered under the Fidelity Fund. We note any monies received into the Trust Account are not treated as trust monies under this Act and will not be subject to any supervision, investigation or audit requirement of this Act; and a claim against the fidelity fund cannot be made in relation to the monies. We will send you accounts for the work we have performed that is payable within seven (7) days. You hereby direct and authorise us to transfer monies held in trust to pay that account unless within seven (7) days of receiving the account you instruct us in writing not to make the payment/transfer.

Accounting and Record Keeping

In undertaking this engagement, it is understood that you will ensure that:

the bookkeeping for all business entities are maintained on a regular basis. It is recommended that all bookkeeping and record-keeping tasks be attended to weekly;

reconciliations of bank accounts, debtors and creditors are performed at the end of each month for each of the business entities; a stock take will be performed during the last weekend in June for each entity holding trading stock. It is expected that the trial balance of each of the business entities will be completed no later than 15 May.

In respect of the personal Tax Returns for you and your family, it is expected that all relevant information will be collated and forwarded to our office by before 15 May.

Ownership of Documents

The final documents to be prepared under this engagement, together with any other original documents, shall remain your property. Documents prepared under this engagement, including general journals, working papers, the general ledger, and draft financial statements, remain the firms property at all times.

Lien over Documents

In the event of the termination of our services, you are advised that a lien may be invoked over certain documents held until outstanding fee have been paid or other satisfactory arrangements made. A lien is a right to hold certain documents or property until the debt incurred in respect of that property/document has been satisfied. The lien however may not be held over property that belongs to another, including if held jointly, and does not cover statutory documents (e.g. a Tax Return, BAS or refund cheque). Should a lien be invoked, you will be provided with a copy of all documents subject to a claim of lien.

Additional Services

The agreed fee relates to the preparation and lodgement of the accounting statements and taxation matters detailed above. This fee includes the checking and forwarding of original assessments and original payment notices received from the Australian Taxation Office and the Australian Securities and Investments Commission.

Please note that any additional services or advice requested are not included in this fee. These services will be charged on the basis of the time and skill required to complete the tasks, including any out of pocket expenses. Please note, any correspondence from the Australian Taxation Office or ASIC that does not relate to initial assessments or original payment notices, will be treated as additional services. You are obliged to maintain the details that the ATO and ASIC are correct and up to date. This includes the registered office and place of business details. All requests to change details must be in writing.

Software Subscriptions and Ownership of the Accounting Software

All subscriptions are on charged on a monthly basis and if terminated early ongoing fees can apply. All subscriptions costs may vary depend on the provider.

If you wish to takeover or transfer the licence for software from us, all outstanding fees to us must be paid. We note that the ownership of the data in the software becomes yours following payment of the respective fees.

If you choose to discontinue our services including the provision of software through us, we shall cease our licence to that software noting that it is your responsibility to ensure you have retained the necessary business records that you are required to maintain.

BAS Returns

BAS returns are prepared quarterly and lodged during the financial year. It is not possible to review the correctness of the underlying financial information as part of the preparation of the quarterly BAS return. If the firm is engaged for the preparation of the annual accounts at the end of the financial year. Accordingly the quarterly BAS returns will be based upon the financial information provided without review of primary source documents.

In doing so, it is assumed that the financial information provided by you is accurate, that the financial information correctly states the GST position; for example that all input tax credits and GST payable amounts have been correctly recorded; that you have supporting documentation to satisfy the Australian Taxation Office for GST audit purposes; and that you hold valid tax invoices and adjustment notes for all expenditure incurred and for which an input tax credit is being claimed.

It is possible that, when the financial accounts are prepared, discrepancies are noted between the information disclosed in quarterly BAS returns and the annual financial statements. Any corrections and related fees will be documented at this time.

Payroll matters

If the Firm is being engaged to establish the payroll system, it is based on the payroll information provided to us. We will implement and maintain the payroll based on this information. It is agreed that the Firm is not engaged to interpret and apply the FairWork provisions to your business. If you would like advice on your employer obligations to your employees, we can refer you to our employment law team to provide legal advice to you.

Financial Accounts

If the firm is being engaged to prepare the annual accounts of the business entities in your group. This service includes the preparation of:

a) a profit and loss statement;

b) a balance sheet; and

c) notes to the above accounts.

This service includes maintenance of the charts of accounts for the general ledgers of your business entities. It also includes telephone support in relation to the recording of specific transactions in the general ledger. This service does not include the preparation of one-off accounts for presentation to your financiers, for which a separate fee shall apply.

Income Tax Returns

If the firm is being engaged to prepare and lodge income Tax Returns for the business entities in your group. Addition to the basic financial information that is required to complete these Tax Returns, it is a requirement that taxpayers are able to substantiate their claims and it is expected that all source documentation will be available to allow analysis of the income tax implications of any transaction. The fee for this service does not cover inquiries or investigations conducted by the Australian Taxation Office.

Client's disclosure and record keeping obligations

You are required by law to keep full and accurate records and receipts relating of your tax affairs for a minimum seven years. It is your obligation to provide me/us with all information that would be reasonably expected will be necessary to allow me/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 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.

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, you provide "all relevant taxation information" to us 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 me/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 tax practitioners have discharged their obligations to clients. It is your responsibility to show that you have brought all matters to my/our attention if you want to take advantage of the safe harbours created under new regime.

Client's rights and obligations under the taxation laws

Taxpayers have certain rights under the taxation laws, including the right to seek a private ruling from the Australian Taxation Office (ATO) or to appeal or object against a decision made by the Commissioner. Taxpayers also have certain obligations under Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date. I/We must keep you informed of any specific rights and obligations that may arise under Australian taxation laws.

Tax Practitioners obligation to comply with the law

We have a duty to act in our client's best interests. However, the duty to act in our client's 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 directions. For example, we could not lodge an income tax return that we believe to be false in a material respect. If you wish to make a complaint about our services, we ask that you contact our office within 30 days to resolve your concerns. Should you wish to take the matter further you have the right to seek advice by contacting the Tax Practitioners Board (TPB) and lodging your complaint. For further information visit their website www.tpb.gov.au/complaints

Previous Returns

It is noted that we are not engaged to review the accuracy of previous returns lodged by your organisation including that of the Principals, Partners, Trustees, Directors, Shareholders or Beneficiaries. You have warranted that reliance can be placed on the balance sheet(s) and other financial records presented by you for this purpose.

Greenhalgh Pickard Bank Accounts

These are our bank account details Greenhalgh Pickard General Account BSB: 064420, Account No. 10677611 and Greenhalgh Pickard Trust Account BSB: 064420, Account No. 10677662. Those account details will never change, hacking and virtual impersonation is on the rise. If you ever receive an email or communication stating that our bank account details have changed you must not make the payment and immediately call our office to confirm the authenticity of the communication.

Client Acknowledgement and Confirmation

Please contact the undersigned if you have any queries about this engagement.

Please sign and return the confirmation of acceptance of this engagement.

If you fail to return a signed acceptance but continue to use the services of Greenhalgh Pickard this will be taken as acceptance of the terms of this engagement letter.

Thank you for the opportunity to provide professional accounting and taxation services.

We look forward to developing a close and mutually satisfying relationship with you for many years to come.

By Signing this agreement, you confirm that:

- You have read and understand this agreement and accompanying letter;
- You agree to the terms of our retainer as set out in this agreement and schedule;
- Upon requesting a copy of your complete file, you agree to pay the reasonable costs of producing that file. You understand that it is unusual to charge for this;
- I have read the warning and potential conflict above and agree to the retainer. If an issue occurs, I will raise the conflict with Greenhalgh Pickard to consider as to whether it is appropriate to continue to act.

Use of Overseas Contractors

In the provision of services under this engagement, we may utilise suitably qualified overseas contractors to assist with certain administrative, bookkeeping, data processing or support tasks under our supervision.

All overseas contractors engaged by us are subject to strict confidentiality obligations and operate under written agreements that require compliance with Australian privacy, confidentiality and professional standards. We remain responsible for the work performed and for ensuring that all services are provided in accordance with applicable Australian laws, including the Privacy Act 1988 (Cth) and, where applicable, the Tax Agent Services Act 2009 (Cth).

We take reasonable steps to ensure that any personal information disclosed to overseas contractors is protected and handled securely. By engaging us and continuing to use our services, you consent to the disclosure of your information to overseas contractors for the purposes of providing the agreed services.

If you do not wish for your information to be handled by overseas contractors, you must notify us in writing. This may affect the availability, timing or cost of services.

Use of artificial intelligence

1. We use AI tools approved by us to assist with tasks such as analysing and summarising information, preparing workpapers, classifying transactions, research and drafting. Our current approved tools are Claude (Anthropic), ChatGPT (OpenAI) and the AI features within Xero.
2. Before approving a tool, we review its security, confidentiality and privacy practices. We only use business or enterprise services under which client information is not used to train AI models. Information may be processed or stored outside Australia.
3. Our financial data software removes Tax File Numbers automatically, and we take care to exclude them from other documents before using AI tools. We handle Tax File Numbers in accordance with the Privacy (Tax File Number) Rule 2015.
4. AI assists our professional staff and does not replace their judgement. AI-assisted work is reviewed by an appropriately qualified member of our team, and we remain responsible for the services we provide.
5. If we propose to add a provider or change how your information is processed in a way that materially affects you, we will let you know beforehand.
6. You may tell us at any time that you would prefer we did not use AI tools on your work. Because our fees are set on the basis that we use these tools, we will discuss any change to fees, timing or scope with you before proceeding. Fees incurred before that change remain payable.