

# Business Engagement Terms & Conditions

**HHH PARTNERS** operates under the standards of the Chartered Accountants Australia & New Zealand (CAANZ). The CAANZ has issued standards and recommendations regarding the Terms of Engagement between accountants and their clients.

This document is prepared in accordance with those standards and recommendations. It sets out the terms of the engagement, the nature of the services we will provide to you and how we will work with you in providing those services. These documents are intended to ensure there is an understanding of how our relationship will work.

HHH Partners is a registered tax agent under the Tax Agent Services Act 2009 (TASA 2009). As a registered tax agent, we are required to abide by the Code of Professional Conduct and the civil penalties provisions under the TASA 2009. The terms and conditions as described in the following pages will be effective for the period as set out in the Client Service Agreement unless superseded by mutual agreement.

## 1. Scope of our Services

We will provide the services as per the Client Service Agreement 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 will be limited exclusively for this purpose. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

Any financial reports will be prepared for distribution to the relevant specific organisation or party for the purpose 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.

Our advice will cover Income Tax and Goods and Services Tax. The scope of our engagement will be limited to the performance of the services listed in the Client Service Agreement. As it stands, the scope excludes the following services: estate planning, estate administration matters, stamp duty advice, social security matters, state revenue matters, business purchase & sale, internal control systems, audit of your accounts, fraud detection or prevention, banking administration and investment administration.

## 2. Your Disclosure and Record Keeping Obligations

It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within 10 working days. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We are not responsible for verifying the underlying accuracy or completeness of information you provide to us.

You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information you provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.

You are required by law to keep full and accurate records relating to your tax affairs.

By accepting these terms and conditions, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record keeping.

In relation to your financial records, you will specifically be responsible for:

FOR COMPUTERISED CLIENTS:

1. Entries into your business computer records
2. Coding all deposits and payments
3. Reconciling the Bank Accounts on a monthly basis
4. Maintenance and reconciliation of your business wage records
5. Maintenance and reconciliation of your Accounts Receivable and Accounts Payable listings
6. Providing end of financial year stocktake figures for each entity that holds trading stock
7. Obtaining and retaining sufficient records to substantiate claims made for Income Tax deductions and GST claims

8. Retaining copies of all financial records for the period required under relevant legislation
9. Providing to us all financial information requested within 10 working days of our request

HHH Partners will not be responsible for reviewing or verifying any financial records or statements prepared on accounting software. Correct coding or classification of accounts is outside the scope of this engagement and if assistance is required with the review of your internal accounting system, please discuss expanding the scope of this engagement with us.

#### FOR BANKLINK CLIENTS:

1. Completing monthly banklink coding reports and returning them to our office on a monthly basis
2. Maintenance and reconciliation of your business wage records
3. Maintenance and reconciliation of your Accounts Receivable and Accounts Payable listings
4. Providing end of financial year stocktake figures for each entity that holds trading stock
5. Obtaining and retaining sufficient records to substantiate claims made for Income Tax deductions and GST claims
6. Retaining copies of all financial records for the period required under relevant legislation
7. Providing to us all financial information requested within 10 working days of our request

This engagement does not cover a review or verification of whether all the substantiation provisions in the tax legislation have been satisfied. If assistance is required to do a review of your documents, please discuss expanding the scope of the engagement with us.

#### FOR PAYROLL CLIENTS:

1. Advising HHH Partners of relevant wages/salaries for employees and any applicable Awards under which your employees are engaged
2. Maintaining accurate payroll records including timesheets or records of hours worked by employees
3. Providing copies of the appropriate completed payroll forms for all employees including TFN Declarations and SuperChoice Forms
4. Obtaining sufficient level of WorkCover for all applicable employees
5. Retaining copies of all financial records for a period of 7 years

HHH Partners does not take responsibility for accuracy of wages paid to employees. It is the employer's responsibility to ensure they are paying all employees the appropriate wage/salary amount plus other entitlements under any relevant Award.

You are also required to advise us if you become aware of any conflict 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.

### **3. Your Rights and Obligations Under the Taxation Laws**

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. 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.

You are responsible under the self-assessment system to keep full and proper records in order to facilitate the preparation of a correct tax return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an Income Tax return and issue a notice of assessment, usually without adjustment, the return may be subject to a later review. Under the taxation law such a review may take place within a period of up to 4 years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending an assessment. Accordingly, you should check the return before it is signed to ensure that the information contained therein is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You also have certain rights under the taxation laws to appeal or object against a decision made by the Commissioner. As relevant, we will provide further information to you concerning your rights under the Australian taxation laws while we provide our service to you. You also have certain obligations under the Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date.

## 4. 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 an Income Tax return for you that we knew to be false in a material respect.

We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflicts of interest. The effective operation of these arrangements depends, in part, on you complying with your obligation to disclose any potential conflicts of interest to us (see section 2 above).

Our advice and/or services will be based on Australian taxation law in force and the practice of the Australian Taxation Office ('ATO') applicable at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or announced change in law.

## 5. Tax Investigations and Audits

This engagement does not cover any inquiries made to us or investigations involving us conducted by the ATO. Work of this nature will be charged to you based on the time spent and the level of personnel involved. This cost may be covered by Audit Insurance that is offered to our clients each year. If you do not have Audit Insurance and would like to obtain that, please contact us for more details.

## 6. Credit Policy

The credit policy of HHH Partners is to offer clients seven (7) day terms from the date of invoice. Where the seven day terms are not adhered to, HHH Partners reserves the right to apply the following conditions:

- All accounts should be paid within seven days unless alternative arrangements have been agreed to by the Directors of HHH Partners
- Where alternative arrangements have not been agreed to and the amount payable on the invoice is not paid within 30 days of the date of the invoice, interest shall be payable by you on the total unpaid amount. Interest will be calculated at the Benchmark Interest Rate plus 1% and will compound daily from the date of invoice until the invoice is fully paid. Benchmark Interest Rate has the same meaning as the expression 'Benchmark Interest Rate' in section 136(1) of the *Fringe Benefits Tax Assessment Act 1986 (Cth)*.

## 7. Fee Queries, Disputes and Mediation

We do insist upon you contacting us immediately should you have a fee query. It is important for you to fully understand the scope, complexity, value provided, fees raised etc in order to sustain a relationship based upon trust. A meeting to discuss this is important.

Any dispute in respect of services provided that is not resolved within a reasonable period of time shall be referred (at our discretion) to an external consultant for mediation at your expense.

## 8. Debt Collection

Should an agreeable arrangement not be met and payment agreement not negotiated, the matter will be placed in the hands of our debt collection agency.

In the event of a debt collection agency becoming involved, any extra costs associated will be borne by you.

## 9. Confidentiality

In conducting this 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.

We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with relevant standards. As a result, our files may be subject to review as part of the quality control review program of the Chartered Accountants Australia & New Zealand which monitors compliance with professional standards by its members.

We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

During the course of our engagement we may encounter complexities with your taxation affairs which we consider to be outside our scope of expertise and accordingly will engage other appropriately qualified professionals who can provide us with the necessary advice to ensure that your taxation affairs are appropriately managed. This may require us to disclose to these professional advisors some information relating to your affairs. Only the information required to provide us with the required technical assistance will be provided. Where, as part of our engagement, the services of an external consultant or expert are required, an estimated cost will be provided to you for your approval. We will also disclose information relating to your affairs to a third party if we are required to do so by law. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of that confidential information.

## **10. Privacy and Storage of Personal Information**

We may collect personal information about you, 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 purpose/s of providing services to you. We will handle personal information in accordance with the Privacy Act.

When you sign this engagement and accept these services, you acknowledge and agree that your personal information may be stored by third-party service providers that are located within Australia.

## **11. Access to and Ownership of Documents**

You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us.

All original documents obtained from you arising from this engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will result in the production of reports including electronic documents or files which will be supplied to you. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain our property.

We have a policy of exploring a legal right of lien over any of your documents in our possession in the event of a dispute between us.

## **12. 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 Council - [www.psc.gov.au](http://www.psc.gov.au)

## **13. Termination of Engagement**

If the engagement is terminated by you, HHH Partners shall be entitled to be paid for work that has been completed or costs incurred based on the standard hourly rates for the work completed to the date of termination.

On payment of all outstanding fees in full including those raised at termination of the engagement, all documents of yours held by us will be returned.