

## Terms of Business

Effective from 1 July 2023

These terms of business apply to the services you have engaged us to provide under the attached engagement letter. Our engagement letter and these terms of business form the entire agreement between us about those services. They replace any earlier agreements, representations or discussions. If anything in these terms of business is inconsistent with our engagement letter, our engagement letter takes precedence.

### Objectives and Scope of the Engagement

We will conduct the services described in our engagement letter in accordance with the relevant professional and ethical standards issued by the Accounting Professional and Ethical Standards Board (APESB) and the Tax Agent Services Act 2009. Our services are limited to those listed only, we will not perform any audit or review and accordingly, no assurance will be expressed.

The disclosure of irregularities including fraud or other illegal acts or errors that may exist cannot be relied upon by this engagement. Any such matters that come to our attention in this regard will be communicated to you.

### Professional Standards in Relation to Taxation Services

As required by Accounting Professional and Ethical Standard APES 220 – Taxation Services we make the following statement regarding taxation services:

- ❖ The responsibility for the accuracy and completeness of the particulars and information provided by you rests with you;
- ❖ Any advice given to you in the course of our services is only an opinion based on our knowledge of your particular circumstances; and
- ❖ As a taxpayer, you have obligations under the self-assessment system to keep full and proper records in order to facilitate the preparation of accurate returns.

### Conflict of Interest

Prior to entering into the engagement and during the engagement we will attempt to ensure there is no conflict of interest. You must immediately advise us if, during the engagement, you become aware of any conflict of interest or potential conflict of interest

or there is a change of circumstances which may result in a conflict. If a conflict of interest does arise during the engagement, we will take appropriate steps to resolve the conflict as agreed by all parties involved and permitted by law.

### Limitation of Liability

#### *Professional Standards Legislation*

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

*No liability to third parties* – We accept no liability or responsibility to any third party in connection with our services. You agree to reimburse us for any liability (including reasonable legal costs) we incur in connection with any claim by a third party arising from your breach of this agreement.

*Liability cap where no scheme* – Where our liability is not limited by a scheme, you agree our liability for all claims connected directly or indirectly with the services (including claims of negligence) is limited to an amount equal to 5 times the fees payable for the services, up to an overall maximum of \$2 million.

*Aggregate cap* – Where more than one client is identified in our engagement letter, the limits on our liability in this clause 5 must be allocated between them. We do not need to know how a limit is allocated and, if it is not, you agree not to dispute a limit on our liability on the basis that you have not agreed how it is to be allocated.

*Consequential loss* – To the extent permitted by law, we exclude all liability for:

- loss or corruption of data
- loss of profit, goodwill, business opportunity or anticipated savings or benefits
- indirect or consequential loss or damage

*No claims against employees* – You agree not to bring any claim against any of our employees personally in connection with the services. This includes claims in connection with the services. This included claims in negligence but excludes claims of fraud or dishonesty. This clause is for the benefit of our employees. You agree that each of them may rely on it as if they were a party involved in this agreement. Each of our employees involved in providing the services relies on the protections in this clause and we accept the benefit of it on their behalf.

### Your Responsibilities

You are responsible for the accuracy and completeness of the details and information you provide to us and the disclosure of all material and relevant information. This includes informing us of any change in your circumstances and advising us of any subsequent event which may affect the accuracy and completeness of the information provided.

We may ask questions of you regarding the information provided. You are responsible for providing accurate and complete responses to our questions within a reasonable time. This should not be taken as meaning that we will verify the accuracy and completeness of the information provided.

The taxation law provides you with “safe harbours” from penalties for incorrect or late tax returns if you provide “all relevant taxation information” to us in a timely manner.

Failure to discharge the responsibilities described above may mean that you are not eligible for that “safe harbour” protection.

You acknowledge and understand that should you establish a myGov account that is linked to the Australian Taxation Office (ATO), ALL correspondence from the ATO will be delivered to your myGov account. You agree to monitor these communications through your myGov login and seek our assistance, when required, on any actionable items. You acknowledge that it is your responsibility to maintain the myGov account including updating any changes to your contact details.

### Our Responsibilities

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

We will advise you of your rights, obligations and options available to you under taxation laws. We may also provide you with advice on the application of taxation laws, including any possible penalties and other consequences to enable you to make an informed decision of the course of action that may be taken.

Taxation laws change frequently. All advice will be based on the current law at the time the advice is provided. It is your responsibility to obtain updated advice in relation to actual or proposed transactions entered into at a later time.

We will act in your best interests at all times, subject to the overriding requirement that we must comply with the law. For example, we would be unable to lodge a tax return for you that we knew contained a false or misleading statement.

Our firm’s Quality Control procedures have been established and maintained in accordance with APES 320 – Quality Control for Firms and, as a result, our files may be subject to review under Chartered Accountants Australia and New Zealand’s quality review program. By accepting our engagement, you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will advise you if this occurs.

### Data, Record Keeping, Software Providers, Contractors and Outsourced Services

We use a variety of software companies, including cloud-based providers, to assist in providing you our services. Your data may be stored with some of these providers. We only select the most reputable software providers that are mainstream within the Australian accounting industry. Our major software providers include but are not limited to; AnyDesk, CAS 360, Class Super, Fusedocs, HowNow, Xero, MYOB, Quickbooks, Reckon, Microsoft 365 and others as may vary from time to time.

McBurneys engages third party service providers to assist us in delivering our service commitments. 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).

These service providers include but are not limited to; Act2 Solutions Pty Ltd (Actuarial certificate services - Tasmania), 1300 Apprentice Sydney (Administration Services - Sydney), Seamless SMSF and Seamless Outsourcing (data entry, accounting, taxation and SMSF audit - Geelong and Ho Chi Minh City),

ACIS (Corporate documents and entity incorporations - Sydney), Knowledge Shop (Tax research - Sydney), and others as may vary from time to time. McBurneys retains the primary responsibility to deliver the Professional Service in accordance with the Terms of Engagement

Our primary data storage facility is located in Sydney, but it may be replicated to other locations. We also use the latest software technologies which feature cloud computing which may be used in providing our services. The providers of this storage have privacy policies that are consistent with the Australian Privacy Principles.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and data storage under the conditions outlined above.

We retain all records in an electronic copy only unless we have a separate agreement with you that specifically requests that we retain original documents in paper copy.

If you would like a copy of our complete Privacy Policy, please request this by emailing us at [mail@mcburney.com.au](mailto:mail@mcburney.com.au).

### Fees, Administration Charge and Disbursements

We will endeavour to provide you with an upfront indicative price on services we provide to you after we have scoped the work to be completed. Any changes to the scope of quoted works will be communicated to you and include a revised price estimate.

From time to time, you will require support where it is not practical to provide a fee estimate due to size or nature of assistance requested. Where an upfront fixed fee price is not requested or provided, we will charge you based on our time costs as listed below by the seniority of the person assigned to complete your work; Our standard hourly charge rates (ex GST) are as follows:

Staff Level	Charge Rate Range
Principal	\$580
Associate	\$390 to \$490
Manager	\$270 to \$390
Senior Accountant	\$190 to \$270
Graduate Accountant	\$150 to \$190
Assistant Accountant	\$100 to \$150

All fees are subject to an additional 2% administration charge to cover photocopying, telephone, postage, archiving, travel costs and IT charges.

You agree to reimburse our firm for any reasonable out of pocket expenses that we pay directly to third party providers in connection with our services unless those services are included in our pre agreed fee.

Residual fees for any unbilled services provided may be recovered by way of invoice at 30 June each year.

### Payment Terms

Fees billed are strictly payable within 14 days (or as otherwise agreed) of the invoice being rendered and payments are expected by the due date. We deliver our invoices by email to your nominated email address.

We have implemented a payment option (accessed via hyperlink on the invoice) which allows for:

- EFT
- Credit Card ^
- Payment by Instalments ^

We reserve the right to charge interest on overdue accounts at the current rate charged by Australia and New Zealand Banking Group Limited on business overdraft accounts.

^Fees or additional charges do apply

### Termination

Either party may terminate the engagement by providing the other with at least 14 days' notice in writing. Within 10 days of a termination notice being provided, we will render a final invoice for services and direct disbursements provided to you or your associated entities that are unbilled up to the date of termination of this agreement. You agree to pay all outstanding invoices issued to you or your associated entities, including the final invoice, within the termination notice period. Any requests to release information held by us will be actioned once our final fee is paid.

### Ownership of Documents

All original documents obtained from you in respect to this engagement shall remain your property; however, we reserve the right to make copies of the original documents for our records. Ownership of these documents will vest in you.

All other documentation produced by us in respect of the engagement will remain the property of our firm. The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute.

## Acknowledgement and Acceptance of our Terms of Business

We kindly request that you acknowledge and accept our terms of business by signing a copy of our Terms of Engagement and returning it to us for our files. Should we not receive back a signed copy of our Terms of Engagement, but you continue to instruct us then you will be deemed to have accepted our terms of business.

Please note that our Terms of Business are subject to change from time to time and updates are available on our website.



Contact us

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