



Terms of Engagement

This letter is to confirm our understanding of the terms of our engagement and the nature and limitations of the services that we provide.

Purpose, Scope and Output of the Engagement

This firm will provide taxation, accounting and bookkeeping services which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB), including the Code of Ethics for Professional Accountants (the Code) and with the Tax Practitioners Board. The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurances will be expressed.

Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we may as part of our responsibilities as a Member in Public Practice, take steps and actions as set out in Section 225 of the Code, "Responding to Non-Compliance with Laws and Regulations". These include but are not limited to the following. If we identify or suspect that non-compliance with laws and regulations has occurred or may occur, which could impact upon the client's ability to continue its business or to avoid material penalty, we will discuss the matter with the appropriate level of governance, those charged with governance or the internal auditor to enable you to rectify, remediate or mitigate the consequences of the suspected non-compliance or deter the commission of the non-compliance before it occurs. We will consider whether to communicate the non-compliance with the client's external auditor, unless prohibited by law or regulation. We will also consider whether further action is needed in the public interest. Further action may include disclosing the matter to an appropriate authority even when there is no legal or regulatory requirement to do so or withdrawing from the engagement and the professional relationship where permitted by law and regulation. If we have reason to believe that the actual or intended conduct would constitute and imminent breach of a law or regulation that would cause substantial harm to investors, creditors, employees or the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.

Our services will include:

- Preparation and lodgement of your Income Tax Returns
- Preparation of your Activity statements if required
- Preparation of your Fringe Benefits Tax Returns if required
- Provision of general taxation and business advice on request
- Acting as your contact with the Australian Taxation Office
- Acting as your ASIC agent and maintaining your company register if required.
- Bookkeeping and Accounting services

Our professional services will prepare the Tax Returns and Activity Statements for distribution to the relevant specific organisation or party for the agreed purpose. There is no assumption of responsibility for any reliance on our report by any person or entity other than yourself and those parties as indicated. The report shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our report may include a disclaimer to this effect.

Period of Engagement

This engagement will commence from the date of this term of engagement.

We will not deal with earlier periods unless you specifically ask us to do so and we agree.

Responsibilities

In conducting this engagement, information acquired by us in the course of the engagement, including any information relating to your affairs whether it belongs to you or not or is provided by you or not, is subject to strict confidentiality requirements. This information will not be disclosed by us to other parties except as required or allowed for by law or regulations, or with your express consent unless, we determine that disclosure of the non-compliance or suspected non-compliance to an appropriate authority is an appropriate course of action in the circumstances.

We wish to advise that our system of quality control has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subjected to review as part of the quality control review program of CPA Australia which monitors compliance with professional 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.

The practice at times requires specialist services to seek expert opinions to provide our clients with advice, clients will be advised if there is an additional fee in seeking this advice. These specialist services are bound by client confidentiality and the Code of Ethics for Professional Accountants.

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). 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 we provide our services to you. We will handle personal information in accordance with the Privacy Act.

You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information supplied and disclosure of all material and relevant information. 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. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. You or your staff are responsible for maintaining and regularly balancing all books of accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years.

You are responsible for ensuring that your business activities are conducted in accordance with laws and regulations. You are also responsible for identifying and addressing any non-compliance.

A taxpayer is responsible under self-assessment to keep full and proper records in order to facilitate the preparation of a correct return. Failure to do so may result in the imposition of penalties and interest by the Commissioner. 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 later review. Under the taxation law such a review may take place within a period of up to four (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 the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of the 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 must provide a description of all the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do, the private ruling is ineffective.

If you rely on a private ruling you have received. The Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

Fees

The fee arrangement is based on the expected amount of time and the level of staff required to complete the services as agreed. The fee arrangement could be subject to change if unforeseen circumstances such as work added or removed from the original scope of the project. The Client will be advised if a fee adjustment is necessary.

Limitation of Liability

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

Ownership of Documents

All original documents obtained from you arising from the 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 income tax returns and/or 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, subject to any statutory obligations.

This firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has also established dispute resolution processes.

Confirmation of Terms

Acceptance of our services in conjunction with this letter indicates that you understand and accept the arrangements. Please sign and return this letter at your earliest convenience. This letter will be effective for future years unless we advise you of any change.

Yours Sincerely,

Client's Signature:



Kathryn Fryer

Date: