Company, Partnership, Trust & SMSF Tax Return Engagements – Terms and Conditions

These Terms and Conditions (T&Cs) are to be read in conjunction with our engagement letter with you. They apply to all services that we perform for you that are described in our engagement letter ("the Services"). Together, our engagement letter and these T&Cs are called "this Agreement". If the two documents are inconsistent, the terms in the engagement letter overrule these T&Cs. This Agreement constitutes the entire agreement between us with respect to our work under this agreement and supersedes all prior agreements, proposals, oral and written representations and negotiations.

My Responsibilities

You are reminded that services are limited exclusively to those set out in the engagement letter.

Events required to be disclosed

In accordance with the *Tax Agent Services (Code of Professional Conduct) Determination 2024* (the Determination), I advise you that there are no events which have occurred within the last 5 years which require disclosure.

TPB register and complaints process

The TPB maintains a register of tax agents and BAS agents (tax practitioners) and this register can be accessed and searched at https://www.tpb.gov.au/public-register. The TPB's register confirms that I am a registered tax practitioner with no conditions imposed on my registration.

All complaints should be raised with me at first instance with the view that your concerns can be resolved amicably between us. In the event that your concerns cannot be satisfactorily resolved, you may wish to raise a complaint with IPA and/or the TPB:

- IPA's complaints process can be accessed at https://www.publicaccountants.org.au/about/complaint-investigation/complaints-about-an-ipa-member.
- TPB's complaints process can be accessed at https://www.tpb.gov.au/complaints.

Further information is contained in an Information for Clients document on TPB's website: https://www.tpb.gov.au/sites/default/files/2024-10/Information%20for%20clients%20factsheet.pdf.

Please be aware that I will not conduct an audit or review as a service to be performed for you and accordingly, no assurance will be expressed. Unless specified above as a service to be performed for you, this engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur. However, I will inform you of such matters if they come to my attention.

I will perform the services agreed in accordance with professional and ethical standards including APES 220 *Taxation Services*. These standards require that, in undertaking this engagement, I comply with relevant ethical requirements of APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* and the *Tax Agent Services Act 2009*.

NOCLAR obligations

Pursuant to the Responding to Non-Compliance with Laws and Regulations (NOCLAR) requirements of APES 110, I am required to report any material, actual or potential non-compliance with laws and regulations or acts of omission or commission, intentional or unintentional by a client or by those charged with governance, by management or by other individuals working for or under the direction of a client which are contrary to the prevailing laws or regulations.

My Obligation to Comply with the Law

I have a professional duty to act in your best interests. However, my duty to act in your best interests is subject to an overriding obligation to comply with the law, even if that may require me to act in a manner that may be contrary to your directions. For example, I cannot lodge an income tax return that I believe to be false in a material respect. Further, where a statement lodged with the ATO contains a false or misleading statement, the Determination requires me to, in certain circumstances, take particular actions which may include one or more of:

- advising you that the statement should be corrected;
- withdrawing from our engagement and professional relationship with you;
- notifying the ATO that I am not reasonably satisfied that our advice to correct the statement was acted upon; or
- taking further action in the public interest.

Use of Consumer Data Right Data

I acknowledge that you may consent for an Accredited Data Recipient under the Consumer Data Right (CDR) to disclose your CDR data to me. I confirm that for this purpose you may nominate OMW Accountancy Pty Ltd as your Trusted Adviser and that as your trusted adviser, I will only access the data necessary to provide the services in this engagement letter.

Your Rights and Obligations Under the Taxation Laws

Taxpayers have certain rights under 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 must keep you informed of any specific rights and obligations that may arise under Australian taxation laws. Further, I must keep you informed of my rights, responsibilities and obligations as a tax practitioner.

Further information is contained in an Information for Clients document on the TPB's website: https://www.tpb.gov.au/sites/default/files/2024-10/Information%20for%20clients%20factsheet.pdf.

Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Obligations

I am required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act) and related legislation (AML/CTF Legislation), in connection with any “designated services” (as defined in the AML/CTF Act) that you request from <us/me>, or that <we/I> provide to you. To comply with my AML/CTF obligations, I may be required to, among other things:

(a) conduct customer due diligence (CDD), including to verify your identity, and if relevant, the identity of other parties such as beneficial owners or those who may be acting on your behalf. I am also required to collect certain information before I can provide the designated service being requested. These obligations may apply even if you are an existing client.

(b) monitor our clients for suspicious behaviour and transactions;

(c) provide certain information or reports (including suspicious matter reports) to AUSTRAC; and

(d) keep certain records for prescribed time periods.

If you do not or if you are unable to provide the information we require in order to comply with our AML/CTF obligations, or if I determine that the designated service requested or provided falls outside my risk appetite, I may suspend or terminate this engagement.

Importantly, it is an offence under the AML/CTF Act to seek a designated service under a false name or anonymity, or to provide false or misleading information or documents as part of receiving a designated service.

Your Responsibilities

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 me that is to be relied upon. If any material weakness in the accounting systems or internal control systems comes to my notice, you will be advised accordingly.

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

a) 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;

b) reconciliations of bank accounts, debtors and creditors are performed at the end of each month for each of the business entities;

c) a stocktake will be performed during the last weekend in June for each entity holding trading stock.

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

Before documentation is lodged on your behalf, drafts will be forwarded for your approval. You are responsible for checking documentation before lodgement to ensure accuracy. Documentation will be lodged with the relevant departments/authorities by the due date(s), provided all information and documentation is received by the agreed due date(s). If you are late in providing information, best efforts will be made to meet lodgement due dates. However, no responsibility will be accepted for any late lodgement penalties incurred.

BAS Returns

This engagement is for the preparation of your tax return including preparing financial and other statements as requested. Accordingly, the quarterly BAS returns will be based upon the financial information provided by you without review of primary source documents. In doing so, it is assumed that the financial information provided is accurate, that the financial information correctly states the Goods and Services Tax (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 ATO 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 statements are prepared, discrepancies are noted between the information disclosed in quarterly BAS returns and the annual financial statements. Any corrections required will be documented at this time.

Your Disclosure and Record-keeping Obligations

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

I need not verify the underlying accuracy or completeness of information from you if it appears reasonable. However, if I believe information is missing, incorrect or misleading, I will need to seek further assurance from you.

The *Taxation Administration Act 1953* contains specific provisions that may provide you with "safe harbour" protection 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 me in a timely manner. Accordingly, it is to your advantage that all relevant information is disclosed to me, 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 your liability to an administrative penalty. It is your responsibility to show that you have brought all matters to my attention if you want to take advantage of this legislative safe harbour.

Previous Returns

It is noted that I am not engaged to review the accuracy of previous returns lodged by you or another tax practitioner. You have warranted that reliance can be placed on the financial statements and other financial records presented by you for this purpose.

Engagement Outputs

There is no assumption of responsibility for any reliance on my work prepared by any person or entity other than you and those parties indicated in the work prepared. The work prepared shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our work prepared may include a disclaimer to this effect.

Engagement Period

The engagement period commences on the date you acknowledge and confirm acceptance of our terms of engagement and will continue until the completion of the scope of tax services identified in the Letter of Engagement or revoked by me.

Professional Fees and Payments

All professional fees for the services provided will be based on the time and skill required to complete the tasks, including out of pocket expenses and statutory charges.

My professional fees are outlined in the digital letter of engagement (subject to written notification of changes):

All professional fees are GST inclusive.

Estimated Fee

Fees are based on reasonable estimates and the actual cost may vary. It is not always possible to provide an accurate estimate of the total cost, which may change 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, I will provide an additional letter of engagement setting out the reasons for any likely increase.

The estimated fee for the services agreed is outlined in the services section of the digital Letter of Engagement.

Deduction of Fees from Tax Refund

We do not offer a fee from refund service.

Terms of Payment

Unless other terms have been agreed to, my terms are strictly 14 days from the date of invoice. I will provide an itemised account of professional fees, costs and disbursements upon request. If you do not pay your account by that date, I reserve the right to use a debt collection agency or any other legal means to recover any outstanding fees.

Ownership of Documents

The final documents which I am specifically engaged to prepare, together with any other original documents given to me, shall remain your property. Documents brought into existence by me including file notes, working papers and audit logs, remain my property at all times. However, I will provide you with copies of any documents you require from time to time.

Lien over Documents

If permitted by law, I may exercise a lien over all materials or records in my possession to all engagements for you until all outstanding fees and disbursements are paid in full.

Additional Services

The estimated fee relates to the objective and scope of tax services detailed above.

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 and statutory charges. Please note, any correspondence from the ATO or ASIC that does not relate to initial assessments or original payment notices, will be treated as additional services.

Specific services to be provided are as follows:

Financial Statements

I have been engaged to prepare the annual financial statements 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 financial statements.

This service includes maintenance of the charts of accounts for the general ledgers of your business entities. It also includes telephone support for the recording of specific transactions in the general ledger.

This service does not include the preparation of one-off financial statements for presentation to your financiers, for which a separate fee shall apply.

Quality Review

As a member of the Institute of Public Accountants (IPA), I am subject to the IPA's Quality Review Program (QRP) mandated by the International Federation of Accountants (IFAC). QRP reviews assess member compliance with the professional and ethical standards and by accepting our engagement you acknowledge that, if requested by the IPA, files relating to this engagement may be made available for QRP review. Unless otherwise advised, you are consenting to your files being part of a QRP review.

Professional Standards Scheme

As a member of the IPA, I am part of the IPA Professional Standards Scheme and my liability is limited by a Scheme approved under Professional Standards Legislation. For more information on the IPA Professional Standards Scheme or Professional Standards Schemes generally, please refer to: www.psc.gov.au.

Privacy

I understand the importance of protecting the privacy of your personal information. In handling personal information, I comply with the *Privacy Act 1988* (Cth) (Privacy Act), as amended from time to time, and with the 13 Australian Privacy Principles in the Privacy Act and other applicable privacy-related legislation.

I collect, use, disclose and store your personal information in accordance with my privacy policy, a copy of which can be found on my website or otherwise made available to you upon request.

I may collect your personal information directly from you or your authorised representatives, from third parties where you have provided your consent, or where the collection of your personal information is permitted by law.

The types of personal information I collect includes general CDD or identification information such as names, occupation, and date of birth, contact details such as address, email address, and mobile phone number, government-issued identification numbers such as tax file numbers, financial information, and information regarding your superannuation and/or insurance arrangements.

Generally, I collect, use and disclose your personal information for the purposes of providing you with accountancy & taxation services, as well as to comply with our legal, regulatory or professional obligations (including, if relevant, the AML/CTF Legislation).

If you do not provide your personal information to me, this may affect my ability to assist you.

I may also use your personal information for the purpose of providing marketing information to you. Please let me know if you do not want this information to be sent to you.

To provide my accountancy & taxation services, I may disclose your information to third parties engaged to perform CDD including identification checks, administrative or other business management services.

Subject to our legal, regulatory and professional obligations, any disclosure is always on a confidential basis. I may also disclose your personal information if required or authorised by law, including as relevant the AML/CTF Legislation.

In providing our services to you, I utilise cloud computing systems provided by Xero, Microsoft and TaxDome.

This engagement is a contract between you and OMW Accountancy Pty Ltd, and you agree that none of the third parties I use will have any liability to you and you will not bring any claim or proceedings of any nature in connection with this engagement against any third party that I may use to provide the services. This exclusion will not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under law.