

Individual Tax Return Engagements – Standard Terms and Conditions

These Standard Terms and Conditions of Engagement (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 the parties with respect to our work under this agreement and supersedes all prior agreements, proposals, oral and written representations and negotiations.

1. Purpose, Scope and Output of the Engagement

We will provide taxation services to you as described in our engagement letter in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB), including APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code). 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 assurance will be expressed.

Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, APES 110 sets professional obligations for us to respond to non-compliance or suspected non-compliance with laws and regulations in the course of providing a professional service to you.

2. Our Obligations

We must use reasonable efforts to complete the Services within the agreed timeframe in our engagement letter. We will perform the Services with professional competence and due care, however the quality and timeliness of the Services provided may be impacted by your obligations.

3. Your Obligations

- a. You must instruct us fully and respond to our enquiries arising in the course of performance of the Services. In particular, your timely provision of:
 - i. All relevant financial information and source documentation required to complete your income tax return – we are entitled to rely on the accuracy of the information provided by you, your representatives, or your advisers without independently verifying that information.
 - ii. Access to files, records and information technology systems, to premises and to people (whether management or staff) with relevant skills and experience to respond to our enquiries.
 - iii. Written representations from you prior to finalising an engagement in relation to the completeness and accuracy of information that you have provided to us.

- b. All income tax returns are subject to examination by the Australian Taxation Office. In the event of an examination, you may be requested to produce documents, records or other evidence to substantiate items shown on your income tax return.
- c. You agree to pay our fees and expenses on the date of our invoice or as otherwise agreed between us.

4. Fee and Billing Arrangements

All professional fees for the services provided will be based on the time and skill required to complete the tasks, or as already quoted.

5. Independence and Conflicts of Interest

We have procedures in place to periodically assess our independence assigned to your engagement. We will notify you in a timely manner should we become aware of any conflict of interest or independence issues.

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, you must advise us.

Events that may give rise to a conflict of interest or potential conflicts of interest include:

- Events affecting you, such as deaths, matrimonial disputes as well as litigation (threatened or actual).
- Changes to the structure of your business or your business relationships.
- Offering an employment opportunity to a current or former employee of our practice.

6. Confidentiality

We will conduct this engagement in accordance with professional and ethical standards issued by the APESB. The information acquired from you for this engagement is subject to strict confidentiality requirements and will not be disclosed by us to other parties except as required by law or professional and ethical standards, unless we have your written consent. We use a number of information technologies in our practice. These technologies include on site computers, mobile telecommunication devices, on site back up drives. When engaging our services you acknowledge and agree that your personal information may be stored locally. Our files and systems may be subject to review as part of the IPA's Quality Review Program and you consent to your information being the subject of any review by IPA.

7. Privacy

We collect the contact details of our clients in order to provide taxation services to our clients and to communicate developments and changes in taxation requirements. We maintain a contact database in order to manage our dealings with you which includes the provision of taxation services and to

provide you with other information from time to time. If you would like to know more about privacy, including your right to seek access to the personal information we hold about you, please contact us (07) 4596 3061.

8. Third Party Involvement [if applicable]

We may outsource some of our work which involves us entering into an agreement with a third party to provide specific processes, functions, services or activities for us. If we decide to do this as part of performing the services for you, we will contact you first to seek your approval to engage other

[Cloud Computing Services]

In providing our services to you, we utilise cloud computing systems provided by MYOB which is based in Australia.

9. Safe Harbour from Penalties (taxation services only)

A taxpayer who uses a registered tax agent will benefit from a safe harbour from certain administrative penalties in certain circumstances. Penalties may not apply to the taxpayer where:

- A false or misleading statement is made through a careless act or omission of the tax agent, provided the taxpayer has taken reasonable care to comply with their tax obligations by giving their tax agent the information necessary to make the correct statement; and
- A document (such as an income tax return) is not lodged on time by the tax agent or in the approved form due to a careless act or omission of the tax agent, provided the taxpayer gave the agent the necessary information, in sufficient time, to lodge the document on time and in the approved form.

10. Your Rights and Obligations under the taxation laws (taxation services only)

The taxation laws confer on you certain rights (such as the ability to challenge a decision of, or an assessment issued by, the Australian Taxation Office) but also imposes obligations on you (such as the keeping and retaining of adequate and accurate records and the filing of relevant returns with the Australian Taxation Office within the required lodgment dates). We will keep you informed on your specific rights and obligations under the taxation laws that become relevant from time to time during the course of the Services we perform for you.

The onus is on you to self-assess and there are substantial penalties for lodging incorrect returns. Therefore, it is your responsibility to review a draft income tax return carefully to ensure that items shown are correct and are accurately stated and, if there are any matters in the return that are incorrect, the appropriate adjustments are made prior to lodgment. Further, if there is any matter in the draft income tax return where the tax treatment is unclear, then this matter should be discussed with us to determine the appropriate disclosure so as to minimise exposure to potential penalties.

11. Ownership of Documents and Data

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

Our engagement will result in the production of documents which will be supplied to you, such as income tax returns, ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of our practice.

12. Lien Over Documents

We may exercise a lien over all documents in our possession until all outstanding fees and disbursements are paid in full.

13. Right to Vary Standard Terms and Conditions

These terms and conditions can be varied or amended in writing from time to time without notice. A current copy of these terms and conditions is available from our website at www.ldaaccounting.com.au.

14. Limited Liability

Our liability is limited by the IPA's Professional Standards Scheme approved under the Professional Standards Legislation. A copy of the scheme can be obtained from the website of the Professional Standards Council: <https://www.psc.gov.au>.