

Engagement Agreement

Thank you for choosing Solved Business & Taxation to perform tax and accounting services.

This letter is to record the terms of our engagement and the nature and limitations of the services we will provide to you. If you would like us to act for anyone else, we will issue a separate engagement letter to them.

1. Objectives and Scope of Work

This Engagement Agreement commences on the effective date hereof and remains in place until it is terminated or replaced by a new agreement

You have requested that we provide the following professional services:

- Preparation and Lodgement of Income Tax Returns;
- Preparation and Lodgement of Activity Statements;
- Preparation of Annual Accounts;
- Preparation and Management of Statutory Documents (ASIC);
- Bookkeeping Services;
- Payroll Services;
- General tax planning and advice.

We will provide the Services to you in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (**APESB**).

The Services covered by this engagement will not include audit or review services, therefore, no assurance will be provided. Unless agreed with you, the Services will not include specific identification of fraud or other illegal acts. If we do identify such acts or omissions, we will inform you. Before doing so, we will notify you as soon as practicable that we have identified any instances of fraud or illegal acts / omissions.

The Services are provided only for the benefit of you. We are not liable to any other person in respect of the Services. If any related party of you will be affected by or wishes to benefit from this Agreement you will procure that any such related party will comply with the terms of this agreement as if it were a party. The obligations of all parties bound by the terms of this agreement shall be joint and several.

If, during the term of this engagement, we determine that any additional work is necessary, we will promptly contact you to discuss any adjustments to the above scope of work.

In case you require additional services to supplement those described above or in case you instruct us to advise on other tax and accounting matters we would normally propose issuing a separate Engagement Agreement or Statement of Work for any substantial assignment which is additional to those Services described above but this Engagement Letter shall govern the provision of any tax and accounting advice where a separate Engagement Agreement or Statement of Work is not issued. Our fees for such additional services will be charged to you in addition to the fee for the Services described above.

2. Fees and Payment

Unless otherwise agreed with you or required by law, our fees will be charged at hourly rates according to the time required to complete those Services.

Our standard hourly rates for the financial year ending 30 June 2024:

- Accounting and Taxation \$190 exclusive GST
- Bookkeeping and Payroll \$95 exclusive GST

In addition to our fees, reasonable expenses and charges incurred in performing the Services will be charged as appropriate. Any significant expenses and charges must be first agreed with you.

Unless stated otherwise, our fees, expenses and charges exclude GST.

Unless otherwise agreed with you, payment is due within 7 days following the receipt of each of our invoices. If you direct us to issue an invoice to another party, you shall remain responsible for payment until our invoice is paid in full. We may charge interest on invoices which are not paid when due at the applicable lending rate from the due date to the date we receive payment.

3. Responsibilities

You agree that you will provide us with complete, clear, accurate, meaningful and timely instructions, and all information and documents requested by us, or necessary for us to undertake and complete the work you have engaged us to perform including all information and documents needed to comply with the security requirements outlined under section 6. We will rely on the information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

You also agree that you will arrange for reasonable access to relevant individuals and documents. You acknowledge and agree that you will be responsible for the completeness, accuracy and clarity of the information supplied to us.

4. Confidentiality and Data Protection

Personal information collected by us in the course of our dealings with you will be handled in accordance with this engagement letter and our privacy policy, available at <https://www.legislation.gov.au> 'Privacy Act 1998' (**Privacy Policy**).

The purpose of collecting your personal information is to carry out the Services and for related purposes such as staff training and education, updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention

Information you provide to us will be kept strictly confidential. Access to the information by our employees and contractors will be limited to the level of access required for them to complete the Services.

Our files may be subject to review as part of the quality control review program of Chartered Accountants Australia and New Zealand which monitors its members' compliance with professional standards. By accepting our engagement, you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

Very occasionally, we may also be required to disclose confidential information by law, regulatory bodies, insurers or otherwise in accordance with *APES 110 Code of Ethics for Professional Accountants*.

Where you share personal information regarding a third party (including your directors and employees) with us, you confirm that you have complied your obligations under the Privacy Act 1998 (Cth) (including, if you are not bound by that Act, as if you were so bound), including that the personal information was lawfully collected, that you are entitled to disclose the personal information to us, and that we may use and disclose the personal information in the manner detailed above.

To perform the Services, we may provide external service providers with access to your data to the extent that this is required to perform this Services. We shall be responsible for maintaining the confidentiality of your data regardless of by whom such data is processed on our behalf.

5. Ownership of documents

All original documents that we obtain from you to perform the Services under this engagement remain your property. However, you agree that we may make a reasonable number of copies of the original documents for our records and to provide the Services to you.

We retain all copyright in any document prepared by us during the course of carrying out the engagement for you, except where the law specifically states otherwise.

To the extent permitted by law or professional standards, we reserve the right to exercise a lien over all documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

6. Security Checks and Requirements

To counter the increased risk of fraud and identity theft new security measurements were introduced by the Australian Taxation Office and other government agencies.

We are required to verify the identity of new clients and new representatives of existing clients. Therefore, we might ask for identification documents. However, we will not retain a copy of the identity documents provided by you.

You also might be required to complete an Agent Nomination in the Online Services for Business Portal before we can access your tax information on the Australian Taxation Office Agent Portal. We will provide you with a step-by step guide if required.

As a company director you are required to obtain a Director Identification Number from the Australian Business Registry Services which we will add to your file.

7. Use of Cloud and Other Third-Party Services for the Storage and Processing of Data

We utilize third party service providers (including those that offer “cloud” services) in order to facilitate the provision of tax and accounting services to you. We evaluate all third-party service providers to confirm their adherence to industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data and applicable data protection laws.

8. Limitation of Liability

We will provide our Services with reasonable care and skill.

We will provide the Services to you as an independent contractor and not as an employee, agent, partner or joint venture. Neither you nor we have any right, power or authority to bind the other.

We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of our Services.

Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

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

You may not rely on any draft work output we will make available to you for your review.

9. Complaints and disputes

We have a complaints process in place and will use our best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may ask that you provide your complaint in writing to allow us to fully investigate the issues you raise.

Either party to a dispute can request the complaint or dispute is managed through external dispute resolution or mediation service. We and you agree that external dispute resolution will be undertaken before any legal claim is formally commenced. This does not override the rights of either party to seek legal action to enforce contractual rights under this engagement agreement.

10. Termination of this

Either of us may terminate this Agreement or any particular Services earlier upon 14 days prior written notice to the other. In addition, we may terminate this Agreement or any particular Services immediately upon written notice to you in case we can no longer provide the Services in accordance with applicable law or professional obligations.

You shall pay us for all work-in-progress Services already performed and expenses incurred by us up to and including the effective date of the termination of this Agreement.

11. Miscellaneous

This Agreement constitutes the entire agreement between us as to the Services and to the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto.

If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

12. Acceptance of Terms

Please confirm your agreement to the terms of this engagement letter by signing and returning one copy of this letter to us. You will also be deemed to have accepted the terms of this engagement by providing instructions to us to provide services to you, but you must still provide a signed copy of this letter as soon as possible.

If you have any questions about these arrangements, please contact us.

Yours sincerely,

Kristie Howse

Director and Principal

BBA-BComAccg, CA & Tax Agent

Acknowledged on behalf of the client:

Name	
Signature	
Date	