

TERMS OF ENGAGEMENT – PROVISION AND LIMITATION OF SERVICES

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

Purpose, Scope and Output of the Engagement

This firm will provide, as in prior engagements, **financial statements review, income tax preparation, lodgement services and provision of corporate secretarial services as applicable**, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures will be limited exclusively for this purpose. 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, we will inform you of any such matters that come to our attention.

Our professional services are conducted and the **financial statements and/or income tax returns** will be prepared for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. With respect to **corporate secretarial services**, the documents are prepared and provided for approval before conducting lodgement. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

Responsibilities

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

Under the terms of our professional pronouncement (APES 220.15) we are obliged to inform you that:

- a. the responsibility for the accuracy and completeness of the particulars and information provided by you, rests with you;
- b. any advice given to you is only an opinion based on our knowledge of your particular circumstances; and
- c. a taxpayer has obligations under self assessment to keep full and proper records in order to facilitate the preparation of the accurate returns. 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
- d. Where the application of a 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 of 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
- e. 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, or the Commissioner fails to issue such a 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

Clients are required to arrange for reasonable access by us to relevant individuals and documents, and to be responsible for both the completeness and accuracy of the information supplied to us.

We wish to advise that our firm's system of quality control has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of CPA Australia, which monitors compliance with professional standards 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. Should this occur, we will advise you.

Fees

The fee arrangement is based on the expected amount of time and the level of staff required to complete the income tax return preparation, financial statements preparation and other lodgement services as agreed. An **Estimated Fee Structure** is attached for your consideration. This fee schedule may be subject to change if the following circumstances should occur:

1. Missing or incomplete information is noted during the preparation and review process
2. The agreed scope and requirements of this engagement should change.
3. More time is required in completing and/or correcting the information provided to ensure accuracy and compliance with government and third party organisations.

