

Engagement Terms

HC Partners

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Engagement Terms

Thank you for your request for us to provide accounting and taxation services to you. We are pleased to confirm our willingness to accept this appointment and this letter provides you with our understanding of the terms of the engagement.

Once you have had an opportunity to review our engagement terms, if you have any queries or concerns, please contact us by email to info@hcpartners.com.au or by phone on (02) 4341-9000 and we will be pleased to discuss these with you.

Scope of services offered

For a list of the services we offer, please visit our website hcpartners.com.au.

Our Role

In providing accounting and taxation services, it is agreed that we will not be undertaking any independent audit of the financial statements or income tax returns prepared. Our role will be limited to assistance in the compilation of the financial statements and preparation of the relevant taxation returns based on the information and records provided by you to us. The financial statements prepared will contain an appropriate disclaimer that identifies the extent and limitation of our role. We are entitled to rely on the records provided as being both accurate and complete.

While our engagement does not include the audit of your financial statements or income tax returns, we are required by the *Tax Agents Services Act 2009* to satisfy ourselves as to the reasonableness of the information and claims being made in the income tax returns. The legislation provides the basis for this and may require us to make further enquiries of you from time to time. Where possible, we will endeavour to identify the information required in advance.

Any advice provided is only an opinion based on our knowledge of you and your particular circumstances.

Lodgement dates and timeframes

To ensure the efficient completion of your work, it is agreed that all information that is reasonably required will be made available in order for us to complete the engagement agreed.

Some of the agreed work is subject to specific lodgement dates. Our objective is to ensure that all work is completed in time to meet these lodgement dates. Our capacity to complete the work required relies on us receiving the work within a reasonable time period prior to those due dates (our recommendation is not less than 30 days) and receiving timely answers to any queries raised.

Your obligations & rights

The *Tax Agents Services Act 2009* requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your income tax returns. The Commissioner is entitled to rely on any statements made in your income tax returns. Where those

statements are later found to be incorrect, the Commissioner may amend your income tax assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.

- You have an obligation to keep proper records that will substantiate the taxation returns prepared and which will satisfy the substantiation requirements of the Income Tax Assessment Act. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use this information supplied in the preparation of your returns.
- Your rights as a taxpayer include:
 - The right to seek a private ruling;
 - The right to object to an assessment by the Commissioner;
 - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements that may exist.

Privacy & confidentiality

Our obligation to you

HC Partners is compliant with the Privacy Act 1988 (Privacy Act). A copy of our privacy policy is available on our website or on request to our office manager who can be reached by email (info@hccpartners.com.au) or by phone (02 4341-9000).

From time to time, we may be asked to provide copies of the financial statements, income tax returns or other information produced in the course of this engagement for you.

If we are requested to provide this information (including to a third party such as a financial institution), any one person subject to this engagement can provide this authorisation. For example, if your spouse requests information regarding the business *or you* then we have authority to provide this information to them without seeking further authorisation.

During the course of this engagement we will collect personal information from the individuals involved. We will treat this as confidential and maintain the confidentiality of all information and records that you provide or disclose to us, and those produced in the course of completing an engagement. This information will only be disclosed to a third party where specific authority has been granted for us to provide this information, or where we are subject to a legal duty to disclose the information.

From time to time our files are subject to review by CPA Australia and/or Chartered Accountants Australia & New Zealand, which monitors quality control and compliance. By agreeing to the terms of this engagement you agree that files relating to this engagement may be made available under this program if required.

Your obligation to us

Where you provide personal information to us, you confirm that the provision of this information is compliant with the Privacy Act, you have authority to provide this information to us, and the individual involved is aware that this information is being provided to us and why.

Team interaction

A director of the practice (Paul Booth and Ryan Matthews) will be assigned to manage your engagement. In addition, members of our team will be actively involved in your work.

Tax returns will be lodged by HC Partners Financial Services Pty Ltd operating under Tax Agent No. 64465-001.

From time to time during the completion of your work, we may engage various staff and/or contract personnel who we consider appropriate for the completion of your work. These personnel will have access to your accounting and taxation records only for the purpose of completing the accounting and taxation engagements agreed. In all cases, these personnel will be subject to our supervision and control.

Data storage

We utilise third party software systems as part of our service delivery to you. Some of these systems store data on servers domiciled outside of Australia. At all times, your data is under our control and we have taken all reasonable measures to protect your privacy.

Treatment of tax refunds

Any tax refunds owing will be directed to the bank account/s nominated by you. The ATO will be advised of the nominated account/s for the payment of refunds.

Fees

Individual Income Tax Returns – we offer fixed fees for the preparation of all income tax returns. Please contact our office for a copy of our current rates.

Businesses, SMSFs and other non-individual returns - The fee for the completion of unaudited special purpose financial statements, Business Activity Statements, income tax returns and other personal advice will be agreed with you after discussing your requirements, examining the quality of your records and level of advice required. As a guide, our hourly rates range from \$90/hour to \$300/hour + GST.

Where requested, we will be happy to agree the nature and fee level for this work with you in advance of commencing the work by providing you with a fee estimate.

Advice Consultations - Advice consultations are charged based on an hourly rate of \$330 including GST with a **minimum fee of \$165**. Where additional work is required beyond the consultation, an estimated cost can be provided.

Payment Terms

Individual Income Tax Returns – Full payment is required prior to lodgement.

Where multiple years of income tax returns are required, we reserve the right to request 50% of the estimated fee upfront before any work is commenced.

Our fees explained

Our fees assume that the source material you provide to us is reliable and useable to complete the engagement. Where there is uncertainty regarding the source material, or the tax or accounting

treatments used, then we will raise these issues with you. Rectification of these issues is not included in our fee estimates and will be invoiced in addition to our fee estimates.

General assistance with issues that you may face from time to time outside of this engagement will be billed at an hourly rate.

Limitation of liability

The liability of our firm is limited by a Professional Standards Scheme. You can find more information on the scheme through the Professional Standards Councils: <http://www.psc.gov.au/>

Records & working papers

In the course of our engagement we will prepare various working papers and notes consistent with our internal quality control system. These working papers remain the property of our firm and will be retained by us to support any future queries on work completed. Original source records provided by you to us to assist in the completion of your work will be returned to you at the completion of each engagement. Where appropriate, we may take copies to retain for our client files.

Term of the engagement

This engagement covers the current and future financial years unless there are changes to our engagement terms or the nature of the engagement changes. In this case, we will issue a new engagement letter.

We look forward to working with you and appreciate the trust you have placed in us by appointing us as your accountants. We look forward to a long and mutually beneficial working relationship.

Client Acknowledgement

I/We acknowledge we have reviewed this Engagement brochure and agree to the terms.
