

## **DBC Engagement Letter & Terms and Conditions**

### **Engagement letter**

Thank you for engaging us. This engagement letter, including the attached terms and conditions, sets out the basis of our engagement.

### **Who we are acting for**

We are acting for you and the entities listed below. Where you would like us to act for anyone else – let us know in writing and if you prefer, we will issue a separate engagement letter to them.

Each signatory to this letter authorises us to act on instructions of their behalf.

### **Period of engagement**

This engagement starts on the earlier of the date that you commenced instructing, or when you sign and return this document to us. We will treat you as having accepted the Engagement if you continue to instruct us after you have received it, should you not return a signed copy. The periods for which we will be responsible for and undertake on your behalf will be communicated to you over the course of the engagement and usually via email. The terms of this engagement letter will continue to apply for future engagements unless otherwise agreed

### **Scope of services**

This engagement is a general time-based engagement for services you instruct us to perform. During the engagement (via telephone, videoconference, email etc) we may:

- request details of information provided by you
- provide estimates of anticipated work outputs
- inform you of reliance we have placed on the work of another firm
- highlight issues with the engagement
- limit or expand the scope of the engagement

If we agree to provide additional services to you, we may issue a new or amended engagement letter. If we do not, those additional services will be provided under this engagement letter.

### **Fees**

Our fees will be charged in accordance with the attached terms and conditions. Please review these to ensure you understand the basis of our charges and our payment terms. From time to time, we may provide an estimate of fees to you in writing (via email) to assist you in budgeting for those costs.

### **Your agreement**

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.

We look forward to our continuing business relationship and for our team to be of service to you.

Kind Regards,

### **Director**

**Daniel Beydoun** BCom USyd. CA, CTA

### **Acceptance**

I/We have reviewed the terms offered by DBC Advisory in this letter, including the attached terms and conditions, and agree to be bound by it (Signed on behalf of the engaged clients).

## Terms and conditions

### 1. Who may instruct us

You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.

### 2. You and your spouse/partner

We will advise you and your spouse/partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

### 3. Know your customer

We may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

### 4. Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information.

You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

As your registered tax agent, we are required to demonstrate reasonable care in correctly ascertaining a client's state of affairs under section 30-10(9) of the Tax Agent Services Act (2009). When providing taxation services involving a statement being made to the Commissioner or something else being done on behalf of a client, a registered tax agent must therefore take reasonable care in ascertaining the facts around their client's affairs that are relevant to the service being provided.

Accordingly, as a matter of good practice we need to alert you of your obligations under self-assessment to keep full and proper records to facilitate the preparation of accurate returns and that claims for any work-related expenses can be appropriately substantiated. It is your responsibility to keep those records for five (5) years. You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information.

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.

### 5. Qualifications on our services

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law. You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other

illegal acts, in your affairs. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 18 below and those amendments will not apply prior to such termination.

#### **6. Reliance on advice**

We will endeavor to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

#### **7. Investment and financial advisory advice**

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth).

#### **8. Professional obligations**

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at [apesb.org.au](http://apesb.org.au). This includes APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)*, which among other things contains provisions that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.

Our services will be provided to meet the statutory or other due dates that may be agreed, subject to you providing to us complete and accurate information in a timely manner. If complete and accurate information is not received in a timely manner, we cannot guarantee completion of our services by the agreed date(s). This may incur government penalties and additional fees from us.

You will be provided the highest standard of professional service. If for any reason, you feel you have not received the service as expected, please in the first instance, contact us to discuss.

#### **9. Conflicts of interest**

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

#### **10. Fees and payment**

Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance, and value of the advice, as well as the level of risk. If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary. We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the ATO. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

Fees are reasonable estimates and costs may vary from time to time due to unforeseeable problems and delays, the co-operation of third persons and deficiencies in documentation.

With regards to any entities, all adult individuals outlined with this Engagement on behalf of the entity, are all jointly and severally liable to pay our fees, regardless of which of the listed individuals or entities our invoices are addressed to and regardless of which of the listed individuals or entities received the benefit of the work performed.

The current charge-out rates for work undertaken by partners (directors) and staff are as follows. These rates may be adjusted from time to time in line with changes in our costs and market conditions generally.

Position/Title	Hourly Rate
Partner (Director)	\$450 (\$600 for specialised services advised upfront)
Assistant Manager/Manager	\$325
Senior Accountant	\$235 – \$275
Intermediate Accountant	\$135 – \$180

Fees are charged to you using one or a hybrid of the following methods:

- hourly rate
- agreed fee upfront, or annual service agreement
- quoted fee for a set task
- using the schedule of DBC standard minimum fees for regular simple services (this is available upon request)

We will bill regularly, and our invoices are due for payment upon presentation, within 7 days of issue. Our fees set out in our engagement letter are exclusive of GST which will be added to our invoice where it is chargeable. Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval. Should the account be unpaid by the due date, we reserve the right to cease work, terminate the Engagement, and/ or use a debt collection agency or other legal means to recover outstanding fees. Additionally, we have a lien over any of your documents or data that we hold or are in our control and we may retain possession of all such items until all monies owing, are paid in full. Our lien will continue notwithstanding that we cease to act for you. We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

We intend to exercise these rights only where it is fair and reasonable to do so.

### **11. Lien**

If permitted by law or professional guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full. All original documents obtained from you arising from the Engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records. Our Engagement will result in the production of numerous documents, financial statements, and 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 the firm, subject to any statutory obligations. The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute.

### **12. Client monies**

We do not maintain a trust account for dealing with client monies on their behalf. We will from time to time ask for funds in advance to commence/progress a pre-agreed task or a part payment of sorts. These are not funds in trust, rather amounts paid to us under an agreed invoicing arrangement.

### **13. Confidentiality**

We will take all reasonable steps to keep your information confidential, except where:

- we need to disclose your information to our service providers (including auditors of client monies if applicable) or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of

Chartered Accountants Australia and New Zealand and the Tax Practitioners Board]. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;

- we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information;
- we provide limited information (but only to the extent reasonably necessary) to potential purchasers (or their professional advisors) of our practice but we will take reasonable steps to ensure that any such recipient keeps the disclosed information confidential; or
- you give us permission to disclose the information.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially. We may mention that you are a client for promotional purposes.

#### **14. Privacy**

You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you and we will comply with the *Privacy Act 1988* (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices.

#### **15. Ownership of materials**

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

#### **16. Limitation of liability**

Our liability is limited by a scheme approved under Professional Standards Legislation. In consideration of our agreement to supply you with the services described in this engagement letter you agree not to bring any claim against any of our principals, partners, directors, shareholders, contractors, associates and employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for indirect, special or consequential losses or damages of any kind; or, liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

#### **17. Limitation of third-party rights**

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

#### **18. Termination**

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

#### **19. Communication**

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

## **20. Applicable Law & Interpretation**

Our engagement is governed by New South Wales law. The courts sitting in that state will have non-exclusive jurisdiction in relation to any dispute between us. If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

## **21. Disputes and complaints**

If you have any concerns about our costs or services, please speak to the person responsible for this engagement. To resolve your concerns we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

## **22. Third party responsibilities**

We may utilise outsourced service providers, cloud computing service providers and the services of third parties in the provision of services we are engaged to perform on your behalf. Where the third party service requires the disclosure of personal information to an overseas or Australian recipient, a consequence of your consent of this Engagement is that you consent for us to do so. We will be required to take reasonable steps to ensure that the Australian Privacy Principles are complied with by the overseas or Australian third party recipients of the personal information. For complete details, please refer to our Privacy Policy. To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services.

Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the third party service provider and our Privacy Policy. We use data storage maintained by Microsoft, Google, Amazon, Dropbox, Xero, Intuit QuickBooks, MYOB, Now Infinity, FYI Docs, various electronic signing platforms and others; but it may be replicated to other locations. The providers of this storage have privacy policies that are consistent with the Australian Privacy Principles. Accepting our services as part of this Engagement indicates your acceptance of the use of cloud hosted software under the conditions outlined above. For complete details, please refer to our Privacy Policy.

You will be responsible for ensuring that appropriate backup, security, licensing, and virus checking procedures are in place for any computers and IT resources you use in connection with information or data provided to us. You acknowledge and agree that we will not be responsible for any security breach, including fraud, which affects your computers and IT resources due to any virus or malicious software.

## **23. Correspondence Preferences**

All taxation correspondence from the Australian Taxation Office (ATO) will be sent to you directly by them. This includes all Notice of Assessments, PAYG Instalment Notices, Statement of Accounts, other Notices etc. If anything is received via post or otherwise from the ATO, we will forward this directly to you.

All correspondence from the Australian Securities and Investments Commission (ASIC) will generally be diverted via our firm. If anything is received via our portal, email, post or otherwise from ASIC, we will forward this directly to you. It is your obligation to alert us to any changes that have happened or an upcoming change regarding your annual Company Statement. Professional fees apply for our firm to prepare and update any changes required with ASIC. It is also your obligation to ensure payment is made (of the annual review fee), by the due date specified on the invoice attached the annual Company Statement.