

Taxation & Accounting Services

Terms of Engagement

Saward Dawson operates under the standards of the Chartered Accountants Australia and New Zealand ("CAANZ"). The CAANZ has issued standards and recommendations regarding the Terms of Engagement ("Agreement") between accountants and their clients.

This Agreement is prepared in accordance with those standards and recommendations and confirms our understanding of the nature and the limitations of the services we will provide to you.

Registered Tax Agent

Saward Dawson is a registered tax agent under the Tax Agent Services Act 2009 (TASA 2009). As a registered tax agent we are required to abide by the Code of Professional Conduct and the civil penalties provisions under the TASA 2009.

Purpose of the Engagement

Saward Dawson agrees to:

- Prepare and lodge annual income tax returns, including estimates of your taxation position and advice about taxation payments
- Prepare and lodge activity statements, where applicable
- Provide tax advice, as appropriate

What we will not do

It is our duty to act in your best interests. However, this duty is subject to an overriding obligation to comply with the law.

It is your responsibility in supplying us with complete and accurate information for the preparation of the above documents. Therefore, in preparing those documents, Saward Dawson will not be auditing the information provided. Our role is one of compilation of your records. Our procedures will be limited to the collection, classification and summarising of financial information and will not include verification or validation procedures beyond what is appropriate. Therefore, we will not be expressing an opinion as to the truth and fairness of the above documents.

Advice given by Saward Dawson is only an opinion based on our knowledge of your particular circumstances and based on

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CONSULTANT: Cliff Dawson FCA

Liability limited by a scheme approved under
Professional Standards Legislation

Australian taxation law in force at the date of the provision of the advice. It is also our duty to inform you of your rights and obligations under the Australian taxation laws that are specific to the services we provide to you.

What you are to do

Saward Dawson encourages our clients to attend to their own tax information gathering and record keeping and will assist as requested. This gives you a better knowledge of your circumstances and helps reduce the cost. The completeness and accuracy of the information you supply will affect the relevance and reliability of the income tax returns we prepare.

Under the Australian self-assessment system, you are responsible for the accuracy and completeness of the information in your income tax return. Under this system, the Taxation Office will generally accept the claims made in your income tax return without further adjustment. However, the Taxation Office reserves the rights to further review provided that the review is undertaken within a certain time frame.

You will be responsible for:

- Obtaining and retaining sufficient records to substantiate claims made for income tax deductions
- Retaining copies of all tax records for the period as outlined in our *FocusOn Record Keeping*. Further information can be retrieved from <http://www.sawarddawson.com.au/articles/focuson/fokeepingrecords.shtml>
- Providing to us relevant taxation information which may include information regarding your spouse (See 'Your Obligations to Disclose Spouse's Information' <http://www.sawarddawson.com.au/content/services/spouseinformation.shtml>) and any additional information requested by us within a reasonable period of time
- Informing us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services and includes any event which may result in us becoming unable to remain objective in the performance of our services to you

Under the TASA 2009, you will benefit from a safe harbour from certain administrative penalties when using a registered tax agent, provided that you give us all the relevant taxation

information for the engagement in sufficient time. Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the safe harbour provisions.

Confidentiality

We will not disclose any information relating to your affairs to any third party without your consent, unless required by law.

Trust Account

We maintain a separate trust account for dealing with all money and property received from you or on your behalf, except for amounts received from you in payment of our fees. We may apply these funds in payment of our bill with your written authorisation.

Professional Fees and Payment Terms

Our fees are based on the time required to complete your work. The hourly rates vary depending upon the level of experience of the team member involved. Hourly rates are reviewed each year.

Saward Dawson will provide our services cost effectively to you by assigning the appropriate level team member to your work. Our invoices contain details of the services performed.

Where due to unforeseen circumstances, the fee is, or is likely to be, substantially greater than anticipated or expected, Saward Dawson will discuss the matter with you as soon as possible.

Our payment terms are payment due in full no later than 14 days from issue of Invoice. If the amount payable on the Invoice is not paid within 30 days of the date of that Invoice, then Saward Dawson reserves its right to charge you interest on the total unpaid amount calculated 30 days from the date of the Invoice until the actual date of payment at the rate of 12% per annum calculated daily.

The client is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by them for enforcement of obligations and recovery of monies due from the client to Saward Dawson.

Responsibilities

In conducting this engagement, it is our duty to act in your best interests. However, this duty is subject to an overriding obligation to comply with the law.

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 consent.

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 program of the Institute of Chartered Accountants of 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.

You 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.

Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: www.professionalstandardscouncil.com.au

Ownership of Documents

All original documents obtained from you arising from this 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 Income Tax Returns and other reports and documents, including, if applicable, electronic documents or files, which will be supplied to you. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain property of Saward Dawson.

Saward Dawson has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has also established dispute resolution procedures.

Confirmation of Terms

Acceptance of our services in conjunction with this information sheet indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change.