

Engagement Agreement

Skeggs Goldstien Accounting Pty Ltd
ABN 65 499 564 917

For the provision of services

Engagement Agreement

Professional Services

Based on the information provided to date, Skeggs Goldstien Accounting Pty Ltd may provide professional services to you on the following basis.

Services	Details
Ongoing	<p>We will be potentially responsible for the following services but not limited to (not all these may be applicable to your circumstances):</p> <ul style="list-style-type: none">• Preparation of the Annual Financial Accounts, including the Profit and Loss Statement and the Balance Sheet.• Preparation of Income Tax Returns.• Preparation of the Company's ASIC Annual Statement and Solvency Statement.• Preparation of Company Minutes etc. to comply with statutory requirements.• Review and assist in preparation of your BAS/GST, PAYGW and PAYGI obligations to the ATO as necessary.• Preparation of any Icare and Payroll Tax obligations.• Preparation of your FBT Return and any FBT Declarations.• Review of your financial accounts to ensure consistency with the FBT return.• When requested, advising or instructing staff on the maintenance of the accounting and internal control systems.• Advice as requested from time to time – accounting, tax and business-related services.• Provide assistance to Auditor of your Superannuation Fund. <p>If we are requested to provide other specific service(s) they will be the subject of a separate engagement letter and thus a separate fee. The list of services above is extensive, some of these services may not apply to your circumstances.</p>

Engagement Agreement

Other Services

This appointment does not include other services provided by the Skeggs Goldstien group, these advice services include:

- Business Advisory
- Business Succession
- Business Valuation
- Structuring
- Financial Advice
- Estate Planning
- Cash flow and Budgeting
- Cash flow Projections and Modelling
- Mortgage and Debt
- Personal and Business Insurance

A separate proposal will be provided if you require any of the above services.

Fees and Payment Terms

All fees arrangements are based on the expected amount of time and the level of staff required to complete the services as agreed. A separate proposal can be provided at the time, ad-hoc fees will be bill in accordance with the below schedule.

Fee invoices will be issued in line with a billing schedule advised to the Client or set out in “Our Agreed Services” letter (if applicable).

For all other services our charge rates vary depending on the level and experience of staff required to complete the service, and the type of service required. Our hourly charge rates are as follows and are exclusive of GST.

Director	\$440	
Senior Accountant	\$320	
Accountant	\$170 - \$270	(Depending on the level of staff and types of services)
Administration	\$160	

Each financial year these rates will increase by CPI (or up to 5%). Depending on your circumstances, you may pay a fixed fee on a monthly basis. If this agreement is a continuation of a previous agreement and if you are paying a fixed fee this will continue, otherwise the above rates apply.

A full account of professional fees, costs and disbursements will be provided. Unless otherwise agreed, terms are strictly 14 days from the date of invoice. Should the account be unpaid by the due date, we reserve the right to use a debt collection agency or other legal means to recover outstanding fees.

Engagement Agreement

Other information

Purpose, Scope and Products of the Engagement

We will provide accounting and taxation services 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.

No audit or review will be performed. 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.

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 consent.

The engagers are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. The engagers are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you / engaging entities is only an opinion based on our knowledge of the engager's particular circumstances.

Provision of Accounting and Taxation Services

A taxpayer is responsible under self assessment to keep full and proper records in order to facilitate the preparation of a correct return. Under the taxation law the Commissioner has a right to review the tax documents within the allowable prescribed period under the Tax Acts, furthermore, where there is fraud or evasion there is no time limit on the review by the Australian Taxation Office. Accordingly, you should check the tax documents before they are signed to ensure that the information in the documents is accurate.

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.

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.

Engagement Agreement

Involvement of Others

At times we may outsource some of our work which involves us entering into an agreement with a third party to provide specific processes, functions, services or activities for us. If we decide to do this as part of performing the services for you, we will contact you first to seek your approval to engage other parties in professional practice.

This engagement is a contract between you and us, and you agree that none of the third parties we use will have any liability to you and you will not bring any claim or proceedings of any nature in connection with this engagement against any third party that we may use to provide the services. This third party may include software providers that assist with completing our function. These may also include cloud based service providers and outsourced providers. This exclusion will not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under law.

In completing any work that is subject to audit, you consent to us engaging and providing information relevant to audit and for us to engage with the auditor on your behalf. We do not accept any liability or take responsibility for any of the auditor's processes and work.

Any reports prepared as a part of the Services (including Financial Statements and Income Tax Returns) will be prepared for distribution to you for the purpose specified in the report. There is no assumption of responsibility for any reliance on our report by any person or entity other than you and those parties indicated in the report. The report shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our report may include a disclaimer to this effect.

Documents

Before documentation is lodged on your behalf, drafts will be forwarded for your approval. Documentation will be lodged with the relevant departments by the due dates, provided all information and documentation is received promptly after the Financial Year End or other statutory date(s). This will allow adequate time for preparation and lodgement. If you are late in providing information, best efforts will be made to meet deadlines.

Quality Review

As a member of the Institute of Public Accountants, as Principal I am subject to periodic Professional Practice Quality Assurance reviews. Unless otherwise advised, you are consenting to your files being part of such a quality review. This review is of our client records and not of you as a client and you have full assurances that complete confidentiality will be maintained throughout.

Standards

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

b) Furthermore, as a member of the Institute of Public Accountants in Professional Practice, we are subject to the ethical and professional requirements of the Institute of Public Accountants and its Investigations and Disciplinary processes. These requirements cover issues such as a Code of Ethics, adherence to Accounting and Auditing Standards and requirements to undertake Continued Professional Education. Should there be an issue regarding my ethical or business practices, such matters may be referred to the Institute of Public Accountants for investigation. As a member of the Institute of Public Accountants we are obliged to hold current Professional Indemnity insurance, and we warrant to you that my insurance cover is in accordance with the Institute of Public Accountants requirements.

Engagement Agreement

c) As a member of the Institute of Public Accountants in NSW we are subject to the Professional Standards Legislation. My liability is limited under a scheme approved by the Professional Standards Legislation.

Privacy Statement

We are bound by the provisions of the Privacy Act to maintain all your records securely and in accordance with the provisions of that Act. Any breach of these requirements should be notified to the Privacy Commissioner. As noted above under “Quality Review”, your file, unless you specifically forbid it, may be subject to a Quality Review. As a Tax Agent we are subject to the code of professional conduct established by the *Tax Agent Services Act 2009* (TASA), this code requires that unless legally required to I cannot disclose information to a third party without your permission. There are situations in which the law overrides the duty of the tax practitioner to the client, such as compliance with notices under sections 263 and 264 of the Income Tax Assessment Act 1936, withholding tax obligations and any other duties of the tax practitioner under the TASA.

We may collect PI about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the *Privacy Act 1988* (Cth).

In providing our services to you, we utilise cloud computing systems provided by Class Super, NowInfinity, MYOB, Sage, Quickbooks, Single Touch Payroll providers which are based in Australia and are securely managed by these providers. We note these providers are subject to the Privacy Act 1988 (Cth).

Ownership of Documents

The final documents to be prepared under this engagement, together with any other original documents, shall remain your property. Documents prepared under this engagement, including general journals, working papers, the general ledger, and draft financial statements, remain the firms property at all times. However, the firm will always provide you with copies of any documents you require. In the event of the termination of our services, you are advised that a lien may be invoked over certain documents held until outstanding fees have been paid or other satisfactory arrangements made.

Client’s disclosure and record keeping obligations

You are required by law to keep full and accurate records relating of your tax affairs. It is your obligation to provide us with all information that would be reasonably expected to allow us to perform work contemplated under the engagement within a timely manner. It is also your responsibility to advise us of changes in any matter that is relevant to our services that are provided.

The *Taxation Administration Act 1953* now contains specific provisions that may provide you with “safe harbour” from administrative penalties for incorrect or late lodgement of returns. These safe harbour provisions will only be available to you if, amongst other things, you provide “all relevant taxation information” to us in a timely manner (the safe harbour provisions apply from 1 March 2010). 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 and will be taken into account in determining the extent to which tax practitioners have discharged their obligations to clients. It is your responsibility to show that you have brought all matters to our attention if you want to take advantage of the safe harbours created under new regime.

Information we are required to disclose to you

As a Tax Agent, our work for you is performed in accordance with the *Tax Agent Services Act 2009*. Under this Act, the *Tax Agent Services (Code of Professional Conduct) Determination 2024* requires that we make the following disclosures to you:

Engagement Agreement

1. Matters that could significantly influence your decision to engage us (or continue to engage us) for a Tax Agent Service from 1 July 2022 onward include the following:
 - None applicable.
2. The Tax Practitioner's Board maintains a register of Tax Agents and BAS Agents. You can access and search this register here: <https://www.tpb.gov.au/public-register>
3. If you have a complaint about our Tax Agent services, you will need to contact your Accountant in the first instance with details by email. If they are unable to resolve your complaint within 3 business days, please contact Jonathan Reynolds or Adam Goldstien (Director) by email. Your complaint will be investigated by the Director and we will attempt to resolve your complaint within 14 days. If you are unhappy with the outcome, you can then make a complaint to the Tax Practitioners Board (TPB) using the link listed above. The TPB will send you an email to acknowledge the receipt of your complaint and review and risk assess your complaint. If you are unhappy with how the TPB has dealt with your complaint, the above link includes details about your review rights and who can further assist you.

Client's rights and obligations under the taxation laws

Taxpayers have certain rights under the taxation laws, including the right to seek a private ruling from the Australian Taxation Office (ATO) or to appeal or object against a decision made by the Commissioner. Taxpayers also have certain obligations under Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date. We must keep you informed of any specific rights and obligations that may arise under Australian taxation laws.

Tax Practitioners obligation to comply with the law

We have a duty to act in our client's best interests and provide the services in a competent and timely manner. However, the duty to act in our client's best interests is subject to an overriding obligation to comply with the law, even if that may require us to act in a manner that may be contrary to your directions. For example, we could not lodge an income tax return that we believe to be false in a material respect.

Confirmation of Terms

This letter will be effective for future years unless we advise you of any changes, similar to previous years. This agreement does not need to be acknowledged, sending any work through acknowledges this agreement.

Yours sincerely,



Director
Skeggs Goldstien Accounting Pty Ltd
Tax Agent Number 79074 005