

1. Events Required to be Disclosed

In accordance with the *Tax Agent Services (Code of Professional Conduct) Determination 2024* (the Determination), I advise you that there are no events which have occurred within the last 5 years which require disclosure.

2. TPB Register and Complaints Process

The TPB maintains a register of tax agents and BAS agents (tax practitioners) and this register can be accessed and searched at <https://www.tpb.gov.au/public-register>. The TPB's register confirms that I am a registered tax practitioner with no conditions imposed on my registration.

All complaints should be raised with me at first instance with the view that your concerns can be resolved amicably between us. In the event that your concerns cannot be satisfactorily resolved, you may wish to raise a complaint with the IPA and/or the TPB:

- IPA's complaints process can be accessed at <https://www.publicaccountants.org.au/about/complaint-investigation/complaints-about-an-ipa-member>.
- The TPB's complaints process can be accessed at <https://www.tpb.gov.au/complaints>.

Further information is contained in an Information for Clients document on the TPB's website:
<https://www.tpb.gov.au/sites/default/files/2024-10/Information%20for%20clients%20factsheet.pdf>.

3. Objective and Scope of the engagement

I will provide tax services to you as described in my individual tax return engagement letter and/or detailed engagement letter where required.

You have given me authority to use the Australian Taxation Office (ATO)'s online portal for tax agents for the purpose of managing and meeting your taxation obligations.

Please be aware that I will not conduct an audit or review as a service to be performed for you and accordingly, no assurance will be expressed. Unless specified in a further engagement letter as a service to be performed for you, my engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur. However, I will inform you of such matters if they come to my attention.

I will perform the services agreed in accordance with professional and ethical standards including APES 220 *Taxation Services*. These standards require that, in undertaking this engagement, I comply with relevant ethical requirements of APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* and the *Tax Agents Services Act 2009*.

Independence and conflicts of interest

I have procedures in place to periodically assess my independence assigned to my engagement. I will notify you in a timely manner should I become aware of any conflict of interest or independence issues.

If during the engagement you become aware of any conflict of interest or potential conflict of interest or there is a change of circumstances which may result in a conflict, you must advise us.

Events that may give rise to a conflict of interest or potential conflicts of interest include:

- Events affecting you, such as deaths, matrimonial disputes as well as litigation (threatened or actual).
- Changes to the structure of your business or your business relationships.
- Offering an employment opportunity to a current or former employee of my practice.

Confidentiality

I will conduct this engagement in accordance with professional and ethical standards issued by the APESB. The information acquired from you for my engagement is subject to strict confidentiality requirements and will not be disclosed by me to other parties except as required by law or professional and ethical standards, unless I have your written consent.

NOCLAR obligations

Pursuant to the Responding to Non-Compliance with Laws and Regulations (NOCLAR) requirements of APES 110, I am required to report any non-compliance with laws and regulations or acts of omission or commission, intentional or unintentional by a client or by those charged with governance, by management or by other individuals working for or under the direction of a client which are contrary to the prevailing laws or regulations.

4. Tax Practitioner's Obligation to Comply with the Law

I have a duty to act in my client's best interests. However, the duty to act in my client's best interests is subject to an overriding obligation to comply with the law, even if that may require me to act in a manner that may be contrary to your directions. For example, I could not lodge an income tax return that I believe to be false in a material respect. Further, where a statement lodged with the ATO contains a false or misleading statement, the Determination requires me to, in certain circumstances, take actions which may include one or more of:

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- advising you that the statement should be corrected;
- withdrawing from my engagement and professional relationship with you;
- notifying the ATO that I am not reasonably satisfied that my advice to correct the statement was acted upon; or
- taking further action in the public interest.

As a member of the IPA, I am subject to the ethical and professional requirements of the IPA and its investigations and disciplinary processes. These requirements cover issues such as a code of ethics, adherence to accounting and auditing standards, requirements to undertake continued professional development and to hold trust money in a trust account.

I am bound by the APES 110 Code of Ethics for Professional Accountants, and pursuant to the Responding to Non-Compliance with Laws and Regulations (NOCLAR), I am required to report any material potential or actual non-compliance with laws and regulations or acts of omission or commission, intentional or unintentional by a client which are contrary to the prevailing laws or regulations.

5. Terms of payment

Unless otherwise agreed, payment terms are strictly 14 days from the date of my tax invoice. Late payment fees may apply of \$25 for each invoice not paid within my terms and is charged every 28 days that the account remains outstanding.

6. Your rights and obligations under the taxation laws

Taxpayers have certain rights under taxation laws, including the right to seek a private ruling from the 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. I must keep you informed of any specific rights and obligations that may arise under Australian taxation laws. Further, I must keep you informed of my rights, responsibilities and obligations as a tax practitioner.

Further information is contained in an Information for Clients document on the TPB's website:

<https://www.tpb.gov.au/sites/default/files/2024-10/Information%20for%20clients%20factsheet.pdf>

7. Your responsibilities

You agree to pay my tax invoice, and I will suspend lodgement until such time as the tax invoice is paid and I are notified with supporting receipt of payment or confirmed through receipt of payment into my bank account.

You agree to provide, in a timely fashion, all information, documents and access required to enable me to provide the Services. Such documents, information and access may include, without limitation, files, records, accounts, and data.

You acknowledge that I will not independently verify the accuracy of such information and documents. You are responsible for ensuring the accuracy of any information or documentation provided to me. You agree to promptly notify me if, after providing information or documentation, you become aware that the information or documentation contains untrue, inaccurate, or misleading content. You acknowledge that inaccurate, incomplete, or late information may have a material effect on my ability to provide the Services.

You are responsible for compliance with the substantiation provisions of the Income Tax Assessment Act 1997 (Cth).

It is important to remember you are personally responsible for the information contained in any statutory form, return or schedule. Before documentation is lodged on your behalf, drafts will be provided for your review and approval. Documentation will be lodged with the relevant departments/authorities by the due date(s), provided all necessary information and documentation is received by the agreed date(s). If you are late in providing information, best efforts will be made to meet lodgment due dates. However, no responsibility will be accepted for any late lodgment penalties incurred.

Your disclosure and record-keeping obligations

You are required by law to keep full and accurate records relating to your tax affairs. It is your obligation to provide me with all information that is reasonably expected as necessary to allow me to perform work contemplated under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked. Inaccurate, incomplete or late information could have a material effect on services provided and/or conclusions reached. I need not verify the underlying accuracy or completeness of information from you if it appears reasonable. However, if I believe information is missing, incorrect or misleading, I will need to seek further assurance from you.

Safe Harbour protections

The *Taxation Administration Act 1953* contains specific provisions that may provide you with "safe harbour" protection from administrative penalties for incorrect or late lodgment of returns. These safe harbour provisions will only be available to you if, amongst other things, you provide "all relevant taxation information" to me in a timely manner. Accordingly, it is to your advantage that all relevant information is disclosed to me 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 your liability to an administrative penalty. It is your responsibility to show that you have brought all matters to my attention if you want to take advantage of this legislative safe harbour.

8. Previous Tax Returns

It is noted that I am not engaged to review the accuracy of previous tax returns lodged by you or another tax practitioner. Where relevant, you have warranted that reliance can be placed on financial statements and other financial records presented by you for this purpose.

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9. Engagement Output

There is no assumption of responsibility for any reliance on my engagement output by any person or entity other than you and those parties indicated in the engagement. The individual income tax return and associated schedules, Company, Trust and Partnership return, BAS lodgement and other miscellaneous tax agent requirement such as and NFP Audits shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, my engagement may include a disclaimer to this effect.

10. Engagement Period

The engagement period commences on the date you provide a completed and signed New Client Details form, Agent Authority, ID verification, plus acknowledge and sign my Terms and Conditions and return one copy. The engagement will continue until completion of the scope of tax services for the financial years required OR revoked by me in writing (by e-mail correspondence or posted letter).

11. Ownership of documents

Original documents obtained from you shall remain your property. However, I reserve the right to make a reasonable number of copies of the original documents for my records. The Services will result in the production of output documents, such as financial statements and tax returns. Any such documents which I have been specifically engaged to prepare for you will be owned by you. All other documents produced by me in respect of the Services, for example, general journals, general ledgers, or draft documents, will remain my property. However, subject to clause 9, I will always provide you with copies of any documents you require.

12. Termination and Lien over documents

Either party may at any time, with at least 30 days written notice to the other party, terminate this Engagement without cause, in which case you will be liable to pay me for all Services provided up to the effective date of termination. If permitted by law, I may exercise a lien over all materials or records in my possession to all engagements for you until all outstanding fees and disbursements are paid in full.

13. Quality Review

As a member of the Institute of Public Accountants (IPA), I am subject to the IPA's Quality Review Program (QRP) mandated by the International Federation of Accountants (IFAC). QRP reviews assess member compliance with the professional and ethical standards and by accepting my engagement you acknowledge that, if requested by the IPA, files relating to this engagement may be made available for QRP review. Unless otherwise advised, you are consenting to your files being part of a QRP review.

14. Professional Standards Scheme

As a member of the IPA, I am part of the IPA Professional Standards Scheme, and my liability is limited by a Scheme approved under Professional Standards Legislation. For more information on the IPA Professional Standards Scheme or Professional Standards Schemes generally, please refer to: www.psc.gov.au.

15. Privacy

I understand the importance of protecting the privacy of your personal information. In handling personal information, I will comply with the *Privacy Act 1988* (Cth) (Privacy Act), as amended from time to time, and with the 13 Australian Privacy Principles in the Privacy Act and other applicable privacy-related legislation.

I may collect your personal information directly from you or your authorised representatives, from third parties where you have provided your consent, or where the collection of your personal information is permitted by law. The types of personal information I collect includes general identification information such as names, occupation, and date of birth, contact details such as address, email address, and mobile phone number, government-issued identification numbers such as tax file numbers, financial information, and information regarding your superannuation and/or insurance arrangements.

Generally, I collect, use and disclose your personal information for the purposes of providing you with Income Tax services. If you do not provide your personal information to me, this may affect my ability to assist you. Any disclosure is always on a confidential basis and I may also disclose your personal information if required or authorised by law.

If you would like to access, or seek correction of, the personal information I collect and hold about you, or otherwise enquire or complain about my approach to privacy, please contact me to discuss my privacy policy further.

16. Third Party Involvement

There are circumstances where I will provide services to you through an authority provided by you to access your cloud-based software as my client. Alternatively, I will utilise the cloud-based software through my paid subscription as a Professional Partner of the applicable cloud-based software.

In providing services to you, I may use cloud-based services/software such as Adobe E-docs for signature requests and document completion as well as Xero, QuickBooks, Reckon and MYOB for bookkeeping, data review including adjustments, generation of reports and software support. I will utilise secure online file storage systems provided by the applicable cloud-based software to store your data file as well as retain a copy of your data file on my secure backup system located at my Minden, QLD office.

This engagement is a contract between you and me, and you agree that none of the third parties I 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 I may use to provide the services. 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.

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17. Limitation of Liability

I will not be responsible for any errors brought about by your failure to provide information or documentation later found to be material to your tax affairs.

I will not be liable for any loss or damage (including direct, indirect, or consequential loss) arising from any inaccuracy or other defect in any information or documents supplied by you.

I will not be responsible for any late lodgement or other fees and fines brought about by your failure to provide required documents and information in a timely manner.

I will not be liable for any late lodgement penalties incurred unless I am solely responsible for the late lodgement of the documentation.

No act or omission by me will be considered gross negligence, wilful default, wilful misconduct, fraud, dishonesty, or breach of duty to the extent to which the act or omission was caused or contributed to by any failure by any other person (who is not within my reasonable control) to fulfil any obligations relating to the Engagement or by any other act or omission of any other person (who is not within my reasonable control).

Any tax refund estimate provided is only an estimate and I am not responsible and will not accept liability if the ATO determines an outcome which is different than the estimate provided at the time of lodgement.

I am a practicing member of the Institute of Public Accountants (IPA) and am covered under the IPA Professional Standards Scheme (Scheme). Under the Scheme, my civil liability for damages arising out the provision of the Services will be limited to \$2,000,000.

A copy of the IPA Scheme is available at: <https://www.publicaccountants.org.au/membership/ppc/professional-standards-scheme>

18. Right to Vary Standard Terms and Conditions

These Terms and Conditions can be varied or amended in writing from time to time without notice. A current copy of these Terms and Conditions is available from my website at:

<https://www.ruthvenaccounting.com.au>

A copy of Terms and Conditions has been provided to me.

Name: _____

Signature: _____

Date: _____