



Client engagement letter

Thank you for your instructions to attend to your accounting and taxation requirements. A list of the individuals and entities for whom we are to act (**the Group**) is set out in the accompanying *Schedule of Clients* and our comments below are directed to all those persons.

This letter sets out our terms of engagement and the scope of the work to be performed by us within that engagement and supersedes any previous engagement letter provided by us. Please read it carefully and if you have any queries or wish to discuss any aspect, do not hesitate to contact us.

The provision of tax agent services is governed by the *Tax Agent Services Act 2009* (TASA) and the accompanying regulations. Registered tax practitioners must comply with the requirements of the TASA, which includes a set of ethical and professional standards known as the 'Code of Professional Conduct'. General information about the obligations and responsibilities of tax practitioners to their clients is set out in the attached document, ***Rights and Obligations of the Parties under the Taxation Laws***.

The Tax Practitioners Board (TPB) is responsible for the registration and regulation of tax practitioners and for ensuring their compliance with the TASA. As part of this role, the TPB maintains a register that enables the public to ensure they are engaging the services of a registered tax practitioner. The register also provides details of suspended and deregistered tax practitioners.

To check the details of the tax practitioner responsible for your tax affairs, search the **TPB Register** at www.tpb.gov.au/public-register using either of the following details:

1. A&T Accountants and Advisers with registration number 61788000
2. Jan Havinga with registration number 24544002

Taxpayers who engage registered tax agents also have rights and obligations under the taxation laws, including a safe harbour from certain penalties imposed by the Australian Taxation Office (ATO). To qualify for safe harbour protection, taxpayers must provide their registered tax agent with "*all relevant taxation information*" to enable accurate statements to be provided to the ATO. This requirement may be important to both parties in identifying and understanding the purpose and scope of the engagement and may also affect other matters discussed below. You will find a further discussion on the safe harbour protections in the attached document, ***Rights and Obligations of the Parties under the Taxation Laws***.

We may become ethically required to disclose non-compliance with laws or regulations to a regulatory authority if the non-compliance has a material effect on the work that we perform under this engagement.



If the terms of our engagement are acceptable, we ask that all persons sign the enclosed copy of this engagement letter in the places indicated and return it to our office.

Please note that we are unable to perform any work for you until we receive the signed copy.

1. Purpose and scope of engagement

Our engagement is to attend to the following matters for the Group, where applicable:

- Prepare and lodge Business Activity Statements (BASs);
- Prepare the annual financial statements;
- Prepare and lodge annual income tax returns;
- Prepare and lodge annual FBT returns;
- Lodge Single Touch Payroll reports;
- Prepare and lodge annual returns for your superannuation fund;
- Corporate Secretarial, for which we will be responsible for;
 - keeping your company binder in a secure location;
 - maintaining your company records as requested;
 - preparation of the Company's ASIC Annual Statements and Solvency Resolution;

Our advice will cover Income Tax and Goods & Services Tax, and will exclude land tax, payroll tax and transfer duty unless specifically engaged. Special purpose financial reports and income tax returns will be prepared for distribution to owners and statutory bodies for the agreed purpose. There is no assumption of responsibility for any reliance on our report by any person or entity other than yourself 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. Unless otherwise agreed, we will prepare the above returns and statements on an ongoing basis, in relation to the period following that for which the returns and statements have most recently been finalised, and for each subsequent period.

Each member of the Group engages us on the terms set out in this letter and is bound by those terms. Those persons are jointly and severally liable to pay our accounts, regardless of which Group member those accounts are addressed to, and regardless of which Group member received the benefit of the work performed.

If we are asked to act for a new or additional member of your family group, we may forward to you an updated *Schedule of Clients* which each existing Group member agrees will apply



in place of any previous *Schedule of Clients*. We may also require the new Group member to sign an acknowledgement of these terms of engagement.

Our services will be provided to you on a fee for service basis.

This letter relates only to the abovementioned services and details the basis and terms of this engagement. Unless otherwise agreed, our engagement will be limited to the matters described in this letter. Work that is performed or disbursements that are incurred which are outside the scope of this letter will be the subject of additional charge.

Our engagement commences as soon as you return this engagement letter and it has been signed by you. In addition to any other rights you might have, you can terminate this engagement at any time by telling us in writing. We also reserve the right to do so by providing you with 14 days' written notice.

If either you or we terminate this engagement, the provisions of clause 2.5 (in relation to ownership of documents) will apply.

2. Basis of engagement

Our engagement is to assist with the preparation of the financial accounts and the preparation and lodgement of the taxation returns for your Group. This includes the non-trading individual members of your family (**Individuals**), as well as your trading entities (including individuals), corporate entities, partnerships, trustees and superannuation entities (**Entities**), where relevant.

2.1 Accounting and record-keeping

In undertaking this engagement, you must generally ensure the following:

- The bookkeeping for all Entities is maintained on a regular basis.
- Reconciliations for the bank accounts, debtors and creditors are performed at the end of each month for each of the Entities.
- A stocktake will be performed during the last weekend in June for each entity that deals in trading stock.

In respect of the personal tax returns for Individuals, we require that all relevant information be collated and forwarded to our office by 31st March each year. We shall detail more specific requirements in respect of the Individual tax returns later in this letter.

2.2 Taxation services

In engaging us to provide taxation services, it is important for you to understand the following:



- You are responsible for the accuracy and completeness of the particulars and information provided to us by you.
- Any advice we provide is only an opinion based on our knowledge of your particular circumstances.
- You have obligations under the self-assessment regime to keep full and proper records in order to facilitate the preparation of accurate returns.
- We cannot provide taxation services if we find that information on which those services are to be based contain false or misleading information, or omit material information, and you are not prepared to appropriately amend that information.

Before we lodge any returns, statements or other documents on your behalf, we will forward them to you or the relevant taxpayer in the Group for approval. We will endeavour to ensure that the returns are lodged by the due dates and will advise you at when documentation should be provided to us. If you are late in providing information, we will do our best to meet the time limits, but we will not be responsible for any late lodgement penalties or interest charges you may incur.

2.3 Compilation of financial statements

By engaging us to compile financial statements, you acknowledge that:

- the reliability, accuracy and completeness of the accounting records are your responsibility; and
- that you have disclosed to us all material and relevant information.

You and your employees are responsible for the maintenance of the accounting systems and internal controls for all the Entities. That includes the keeping and maintenance of all required books of account. Our firm cannot be relied upon to disclose irregularities, such as fraud, and other illegal acts and errors that may occur with regard to such matters.

Our firm is not being engaged to conduct a statutory audit of the financial records of any of your Entities and we will not express an auditor's opinion as to the truth and fairness of the financial statements.

2.4 Obligation to correct false or misleading statements

By law, registered tax practitioners must **not** (in any capacity) make a statement to (or prepare a statement that they know or ought reasonably to know is likely to be made to) the ATO, the TPB or another Australian government agency, or permit or direct someone else to make or prepare such a statement, that they know or ought reasonably to know is false,



incorrect, or misleading in a material particular, or omits any matter or thing without which the statement is misleading in a material respect.

If we become aware that a statement we made or prepared (or permitted or directed another to do so) to the ATO, the TPB or another Australian government agency on your behalf or on behalf of a client in your Group was false, incorrect or misleading in a material particular (including by omission) at the time it was made, we may advise you to take action to correct the false or misleading statement.

If after a reasonable period of time after providing this advice, we are not reasonably satisfied that you or the relevant Group client has corrected the statement (or provided consent for us to correct the statement) or adequately explained the basis for the statement, we may take further action. In some cases, this may include withdrawing from the engagement and notifying the ATO or the TPB about the matter.

2.5 Ownership of documents

The financial statements, tax returns and any other documents which we are specifically engaged to prepare, together with any original documents given to us by you, shall be your property. Any other documents brought into existence by us, including general working papers, the general ledger and draft documents will remain our property at all times.

If our services are terminated (by either party), each client separately agrees that we shall be entitled to retain all documents owned by that client (including all tax refund cheques of that client which come into our possession) until payment in full of all outstanding fees outstanding from all members of the Group on any account. Where copies of any documents released to you are required for our records, you will be charged for the cost of photocopying at our normal rates.

2.6 Additional services

The scope of our engagement is the preparation and lodgement of the accounting and taxation matters detailed above. Any agreed fee applies only to services and advice provided within the scope of our engagement. This fee includes checking and forwarding original assessments and payment notices that are received from the ATO and the Australian Securities & Investments Commission (ASIC).

However, any additional services or advice that you request are outside the scope of this letter and are not included in this agreed fee. We will separately advise you of the fee for these services, including any direct out of pocket expenses. Please note in particular that any correspondence from the ATO or ASIC that does not relate to initial assessments or original payment notices, will be charged as additional services.

2.7 Fees and charges

Our professional fees for the services provided to the client will be based on the time and degree of skill required to complete the tasks undertaken by us, including any direct out-of-pocket expenses.



A copy of our current staff charge out rates is available on request.

Unless otherwise stated in writing, any estimates which we provide to you of our anticipated fees, disbursements and charges for any work are only indicative of the amounts you can expect to be charged. Estimates are not quotes or caps, and are not binding on us.

Where an estimate is given and the scope of the work changes, or if it becomes apparent that the work involves matters which were not taken into account in the estimate, we will endeavour to advise you and provide an amended estimate as soon as it is practicable to do so.

Each client in the Group is jointly and severally liable to pay our fees in respect of all work performed for all members of the Group. Payment is required within 7 days, unless alternative arrangements have been made. We reserve the right to charge interest of 15% on amounts that are not paid within 30 days from invoice date. We also reserve the right to withhold lodgement until payment is made. Where the client is a corporate entity, we reserve the right to request directors of that corporate to provide personal guarantees in respect of fees due to the firm.

If required, we outsource any debt collection to a debt collection agency. We will on-charge all commission fees to you at their current rates, which will be disclosed to you at the time of engagement. If we suspend work or terminate this engagement by reason of your failure to pay our fees, we will not be liable for any loss or damage suffered by any client in the Group as a result of the suspension or termination.

2.8 Goods and Services Tax (GST) – Professional fees

Our professional fees are inclusive of GST. If our services are provided to Individuals or Entities that are registered for GST, then those Individuals or Entities may be able to claim a GST input tax credit for the GST they pay on our services. However, this will not be the case if the services we provide are used by the recipient in creating an input taxed supply or otherwise for a non-creditable purpose. In this situation the GST associated with our professional fees cannot be claimed as an input tax credit.

If your matter involves a mixture of taxable, GST-free and input taxed supplies, we will not apportion our professional fees between these categories of supply unless you have expressly requested us to do so.

Please note that if you make such a request after the commencement of any particular matter it may not be possible for us to subsequently apportion professional fees that were incurred prior to receiving your request. If you need separate advice on whether you will receive the benefit of a GST input tax credit for the GST paid to us then please contact us.

2.8.1 GST – Disbursements

In addition to our professional fees, you will be responsible for payment of expenses which we incur on your behalf (together with the GST that we pay in relation to such expenses), as set out below.



Certain government charges and fees included in some matters undertaken in the scope of our engagement are effectively GST-free to the applicant, but will attract the 10% GST if paid by this firm and then passed on to you as part of our services. Accordingly, for certain disbursements in this category, namely:

- ASIC fees;
- new company and trust deed orders; and
- other specific disbursements notified from time to time

we will act as your agents in incurring those disbursements. You will therefore technically be primarily liable to pay the account to the supplier. Under this agency relationship, you will receive the benefit of any concessional GST treatment of any part of the disbursement.

Where GST is payable on some or all of a supply acquired by us as your agent, we will forward you the Tax Invoice and you will be entitled to claim the input tax credits directly if you have an ABN and are entitled to claim input tax credits.

For disbursements incurred in this manner, we may in some cases require that you provide us with separate cheques for the relevant amounts to be paid directly to the relevant government body or supplier.

For all other disbursements (e.g., couriers, searches, photocopying, etc.) the treatment will be the same as for professional fees – i.e., we will incur the costs at first instance and invoice them on to you after making allowance for any GST input tax credits received by us on the acquisition. These invoices will include GST for which you may be entitled to claim an input tax credit.

2.9. 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.

2.10 Confidentiality

We will keep information acquired as a result of this engagement confidential and will not disclose confidential information relating to clients in the Group without permission, unless there is a legal duty to do so. We will also not use any information acquired as a result of this engagement for our own personal advantage or for the advantage of a third party.

We may also need to disclose information relating to a client's affairs to:

- other clients in the Group to assist in performing our work;



- persons responsible for the governance of an entity to comply with professional standards;
- the relevant parties in order to protect our professional interests in legal proceedings;
- a professional or regulatory body in response to an inquiry or investigation;
- the relevant parties (e.g., the TPB) to comply with technical and professional standards (including ethical requirements); or
- a professional body of which we are a member, in relation to a quality review program undertaken by that body.

Each client in the Group hereby authorises us to do so when we consider it appropriate to further our performance of work for the Group, or when requested by the relevant party.

2.11 Use of “Cloud Computing” (that is not an outsourced service)

From time to time, our firm may utilise “Cloud Computing” in the performance of services under this engagement which is **not** an “outsourced service”.

The list of “cloud computing” service provider(s) currently used by our firm in the provision of services which is not an outsourced service, to whom client information will or may be disclosed, is as follows:

- *Xero Limited. Melbourne, Australia. Bookkeeping software.*
- *ACIS. Brisbane, Queensland. Corporate services.*
- *BGLCorp, Victoria, SMSF software, Corporate secretarial services*
- *FYI, South Australia, Office documentation software,*
- *ATO Smartdocs,, Victoria. ATO mail collection and processing.*

We will notify you of any change to this list from time to time.

Each client in the Group hereby authorises us to disclose information relating to those clients’ affairs to such “Cloud Computing” service providers as we may choose to engage.

2.12 Non-compliance with Laws and Regulations (NOCLAR)

During the performance of our work under this engagement, we may detect conduct or a transaction that is considered to constitute NOCLAR, which has a material effect on any documents or information that might be required to be provided to a regulatory authority (RA), such as the ATO.



If we detect any NOCLAR, we may have an ethical requirement to make a disclosure to a RA. We will follow a formal process which will include advising you of our concerns, and if necessary, seeking legal advice. If we do seek legal advice we reserve the right to ask you to pay or reimburse us for our reasonable costs. If we are required to make a disclosure to a RA, you agree to forever release us from any claim for costs or losses you incur in responding to or dealing with anything that arises from our disclosure.

2.13 Losses from unauthorised cyber-activity

We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions are protected and are not able to be intercepted by third parties. However, we cannot be held liable for any loss that you might incur as a consequence of any third-party intervention that accesses, procures or copies any data that contains your private information from any medium or device we use to store or transmit such information.

In the event that, despite our firm having taken reasonable precautions to securely store your private information, you suffer any losses arising from unauthorised cyber-activity, you agree to forever release us from any claim for your losses.

2.14 Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between any of the individuals and entities in your Group that are covered by this engagement letter) or in our relationship with you (including members of your Group) and another client of this firm.

Where conflicts are identified which cannot be managed in a way that protects the interests of you or any members of your Group, then we may 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.

2.15 Client monies

We maintain a trust account for dealing with client monies on their behalf. We can only accept money into our trust account on your behalf if you have provided us with a written trust account authority letter which details the authority given to us in relation to that trust money.

If money is received into the A&T Accountants and Advisers Trust Account from the Australian Taxation Office (ATO) or other sources, some or all of which is owing to you, you confirm that we will disburse this money to you, less any fees that may be owing to us, within 10 days of the receipt of the funds, subject to us receiving your complete payment instructions accordingly.



2.16 Complaints

If you have a complaint about our Tax Agent / BAS Agent services, you will need to contact our office with details by email. If they are unable to resolve your complaint within 14 business days, please contact Mr. Jan Havinga – Managing partner by email. Your complaint will be investigated by a staff member who is not involved in the subject matter of the dispute, where possible. We will provide you with email acknowledgement of receipt of your complaint and our understanding of the circumstances. The email will inform you that we will attempt to resolve your complaint with 28 days and will outline the dispute resolution process.

If you are unhappy with the outcome that we propose to you, you can then make a complaint to the Tax Practitioners Board (TPB) via www.tpb.gov.au/complaints. 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.

2.17 Professional indemnity insurance

Our firm maintains adequate professional indemnity insurance cover and that our policy complies with the minimum requirements of the Tax Practitioners Board (TPB). We hold a professional indemnity insurance policy that meets the minimum requirements set out in the TPB's explanatory paper TPB(EP) 03/2010.

2.18 Limitation of liability

Our firm's liability is limited by a scheme approved under Professional Standards legislation and applicable regulations of the Professional Body.

You agree not to bring any claim against any of our principals/partners or 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.

3. Details of services to be provided

We shall now outline the basis of our engagement in the context of the specific services to be provided.



It should be noted at the outset that, as a general proposition, we rely upon our clients to provide us with accurate and timely information to enable us to properly perform our engagement obligations. Consequently, any rectifying work performed by us on the basis of incorrect or late information will be work which is outside the scope of this letter and will be charged as additional services.

3.1 BAS returns (if applicable)

For the monthly/quarterly BAS returns, we will rely on and process the financial information provided to us without any review of the primary source documents. In doing that, we will make the following specific assumptions:

- The financial information provided to us is accurate.
- The financial information correctly states the GST position. For example, all input tax credits and GST payable amounts have been correctly recorded in the general ledger. If you are unsure of the correct position or require advice regarding this, we are able to provide this as work which is outside the scope of this letter and charged as additional services.
- You have the necessary supporting documentation to satisfy the ATO for GST purposes. Again, if you are unsure of the ATO requirements or require advice regarding these documents, we are able to provide this as work which is outside the scope of this letter and charged as additional services.
- You hold valid tax invoices and adjustment notes for all expenditure incurred by you in respect of which an input tax credit is being claimed. Substantial penalties apply for an incorrectly prepared BAS. If you have any queries in respect to this, please contact our office for assistance.

However, it is possible that, when the financial accounts are prepared, some discrepancies will exist between the information disclosed in the quarterly BAS returns and in the annual financial statements.

Should any discrepancies arise, we will discuss the need to correct either the BAS returns and/or financial accounts. Those services will involve work which is outside the scope of this letter and will be charged as additional services.

3.2 Financial accounts (if applicable)

This firm has been engaged to prepare the annual financial accounts of the Entities in your Group. This service includes the preparation of:

- a profit and loss statement;
- a balance sheet; and



- notes for the above accounts.

This service includes maintenance of the chart of accounts for the general ledgers of your Entities, and telephone support should you require any assistance as to how to record specific transactions in the general ledger. This service also includes the preparation and lodgement of any standard reports that are required to be furnished to ASIC.

However, this service does not include the preparation of one-off accounts for presentation to your financiers for additional finance and the like.

3.3 Income tax returns (if applicable)

This firm has been engaged to prepare and lodge income tax returns for your Group.

This firm will not be responsible for reviewing or verifying any financial records or statements provided to it either via manual cashbooks or prepared on accounting software such as Xero, MYOB or Quickbooks. Correct coding or classification of accounts is outside the scope of this engagement. If assistance is required on how to correctly code, or to review how you currently do so, please discuss this with us. This will entail work which is outside the scope of this engagement and will be charged as additional services.

Also please ensure that you have all source documentation available to allow this firm to analyse the income tax implications of any transaction, if we request to see it. Whilst we will not as a matter of course be looking at all of these documents, the ATO will expect you (and you are required) to have them available before any claim is made in your income tax return. We may in some circumstances also request to see source documents if a tax issue is particularly contentious.

It is also expected that, in respect of individual income tax returns, each person will have the necessary documents so as to comply with the substantiation provisions of the *Income Tax Assessment Act*.

We will specifically advise as to the requirements of the substantiation provisions relating to your income tax return and of the necessity to obtain acceptable receipts as specifically required by the legislation. We will not, however, be checking that the requirements of the substantiation provisions have been satisfied.

This specifically means that we will not be reviewing your log book or any calculations or information you provide us, such as a rental property schedule either prepared by you on a spreadsheet or by a property manager. If you require assistance in completing a log book or preparing any calculations, or you would like us to review such work, please discuss this with us. This will entail work which is outside the scope of this letter and will be charged as additional services.

From time to time, this firm prepares templates and schedules to assist with the collation of information to complete income tax returns.



The fee for this service does not cover any inquiries made to us, or investigations involving us, conducted by the ATO. Substantial penalties apply for an incorrectly prepared income tax return. If you have any queries in respect to this, please contact our office for assistance.

3.4 Fringe Benefits Tax (FBT) returns (if applicable)

This firm has also been engaged to prepare and lodge the FBT returns for your Entities. Please note, because of the impact of GST, it is not impossible to prepare an FBT return from the information contained in the general ledger. It is necessary to revert to the source documentation to allow our firm to analyse the FBT implications of any transaction.

Our fee for this service includes the following:

- Advice on how to collate the information necessary to prepare the annual FBT return;
- An annual review of the methods available to reduce the FBT expense on the annual FBT return;
- Advice on basic FBT issues; and
- The calculation of Reportable Fringe Benefits Tax Amounts that may be required to be included on the annual payment summaries for your employees (including family members employed in the business of any Entity).

3.5 Single Touch Payroll ('STP') reports (if applicable)

We will prepare and lodge weekly, fortnightly, monthly or quarterly (*whichever is applicable*) STP reports with the ATO for the Group, based on the information provided to us by you, your employees or any third party authorised by you, without reviewing or verifying the payroll calculations, any relevant wage rates or the source documents relied upon to process each STP pay event.

We will only provide a lodgement service. We make no representations about the accuracy of the information submitted, the due date or whether it is received by the ATO.

Our firm is not being engaged to perform, or check the accuracy of, payroll calculations associated with the STP reports. You and your employees are responsible for correctly preparing and processing each pay event, and for maintaining the necessary supporting documentation.

You and your employees are also responsible for calculating and remitting your PAYG withholding and Superannuation Guarantee liabilities with respect to each employee, for each relevant pay event.



3.6 ASIC Corporate Compliance (if applicable)

The firm has been engaged to prepare ASIC company statements and any other ASIC correspondence for your Group.

This firm will not be responsible for reviewing or verifying details, we make no representations about the accuracy of the information submitted. You and your employees are responsible for correctly reviewing and verifying details on the ASIC company statement and maintaining the necessary documentation.

We will rely on and process the information provided to us without any review of the primary source documents. In doing that, we make the following specific assumptions:

- The information provided to us is accurate, including contact details, shareholder details and director details

Our firm is not responsible for paying any fees from ASIC. You and your employees are responsible for ensuring all fees are paid by the due date.

Should any discrepancies arise, we will discuss the need to correct the ASIC correspondence. Those services will involve work which is outside the scope of this letter and will be charged as additional services.

3.7 Self-Managed Superannuation (if applicable)

This firm has also been engaged to attend to the income tax compliance work for your self-managed superannuation fund (SMSF). This assignment will involve the following:

- Preparation of the SMSF's accounts for the purposes of the *Superannuation Industry Supervision Act 1993* (the SIS Act).
- Preparation and lodgement of the SMSF annual return. It is important to note as part of the regulatory framework for SMSFs, an annual audit of the fund must be undertaken and provided to the trustees of the fund before the SMSF annual return is lodged.

With respect to the annual audit of the SMSF referred to above:

This office will make arrangements for the audit to be undertaken by an external party whereby you will be billed and liable for all costs associated with the completion of the audit.

In addition to the basic financial information required to complete these requirements, it is expected that the source documentation will be available to allow this firm to analyse the implications of any superannuation related transaction.



You should also note that the deeds of the fund should be annually reviewed by a superannuation specialist to ensure they continue to comply with the requirements of the SIS Act.

This service does not cover any inquiries or investigations by the ATO.

3.8 Superannuation-related financial advice

We do **not** hold an Australian Financial Services Licence and are **not** an authorised representative of such a licence holder.

As a result, we are generally prohibited from providing you with any advice, recommendation or opinion that is intended to influence you in making any decision in relation to superannuation (including whether to establish, contribute to or draw benefits from a superannuation fund, or any investment decision by an superannuation trustee), or that could reasonably be regarded as being intended to have such an influence (**Financial Advice**). However, we are able to provide you with superannuation advice that is of a factual nature only (e.g., to explain how superannuation rules would apply to you and what options are available to you).

Where you request us to undertake superannuation-related work (e.g., to arrange for the establishment of a self-managed superannuation fund), we will be obliged to perform that work in accordance with your instructions, even if we believe those instructions may not be in your best interest.

Where you request Financial Advice concerning superannuation, we will endeavour to assist you in obtaining that advice from an appropriately-licensed advisor. Depending on the circumstances, this may involve us outsourcing the provision of the Financial Advice (in which case we would seek your prior authorisation), or referring you to a licensed provider directly.

4. Agent nomination process – Client-to-agent linking

The ATO requires all taxpayers with an Australian Business Number to undertake certain steps to nominate a registered tax or BAS agent.

This process is referred to as ‘Client-to-agent linking’ (‘CAL’) and, importantly, it must be completed by the taxpayer seeking to nominate an agent. It cannot be done by agents on behalf of their clients.

Registered agents have digital access to their clients’ tax information and the functionality to lodge returns and forms through the ATO’s online services. Client-to-agent linking was introduced to strengthen the security of these online services.

Client-to-agent linking also helps protect a client’s information (e.g., from identity theft) by requiring them to securely nominate a registered agent using the ATO’s online platform, Online services for business.



From 13 November 2023, this new nomination process must be completed by a client with an ABN (except a sole trader) if they are:

- engaging a new registered tax or BAS agent, or payroll service provider to represent them; or
- changing the authorisations given to an existing agent (for example, to start representing the client for a new obligation such as income tax, FBT, or to represent a new entity in the client group).

Importantly, clients do not need to do anything if they are already represented by a registered agent, and they are not making any changes.

For any applicable clients in your group that we have determined will need to undertake this process to nominate our firm as their registered tax agent, we will advise you accordingly.

Please notify us as soon as the nomination process is completed by each client in your Group. We will then have 28 days to connect to the client on the ATO's systems. Please note that we cannot perform any work for a client who has not successfully completed the client-to-agent linking nomination process.

Unfortunately, we cannot complete this process on your behalf. However, we can help you in understanding what you need to do. For assistance, please contact us on 08 9300 2111. Alternatively, you can contact the ATO on 13 28 66 or visit their [website](#) for more details.

5. Authorisation of ATO digital communication preferences

Each client in the Group set out in the accompanying *Schedule of Clients* agrees to have the following ATO communication types sent digitally to our registered tax agent address, being *A&T Accountants and Advisers* where applicable:

- Income tax.
- Superannuation.
- Study and training support loans.
- Activity statement related.
- Debt.
- Employer and business obligations.

Each client authorises us to change or withdraw your preferred address for service of ATO communications.



6. Other prescribed events and matters to be aware of

We are required to advise if certain prescribed events have occurred within the last five years (but not before 1 July 2022). This will enable each client in the Group to make a fully informed decision on whether to engage or re-engage A&T Accountants and Advisers to provide tax agent services.

- We advise there are currently no matters that we are required to report to you and the Group.

We are also required to advise whether the tax or BAS agent registration of A&T Accountants and Advisers is subject to any conditions.

- There are no conditions attached to our registration.

7. Communication

There are a number of ways that we will communicate with you regarding your affairs. We will never contact you unnecessarily. Signing of this engagement letter confirms you agree to use of these communication methods.

7.1 Email

We will send direct emails to you from any of our staff about important dates, essential information and more. We will also send reminders, monthly newsletters etc from a digital marketing platform.

7.2 SMS

We will send you reminders, prompts to open documents and reminders about critical dates etc via SMS to your listed phone number.

7.3 Meetings

Meetings can include phone calls, in-person and virtual meetings. We may record any or all meetings to assist us with answering your queries. These recordings will be held securely and are subject to our Privacy Policy.

8. Confirmation of engagement

There are many issues to consider in this engagement, and we ask that you consider all aspects of this letter to ensure that you are satisfied with the scope of our engagement. Please contact us if you have any queries about this letter.



ACCOUNTANTS AND ADVISERS

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Once you are satisfied with the terms of this letter, please have all persons sign and date copies of this letter in the places indicated.

One copy should be forwarded to us as evidence of your acceptance of the terms of our engagement. You should retain the other copy as your evidence of our engagement.

We note again that we are unable to perform any work for you until we receive the signed letter.

We thank you for the opportunity to provide accounting and taxation services to your Group and we look forward to developing a close accounting relationship with you for many years to come.

Yours faithfully,

Jan Havinga

Managing Partner



Clients' rights and obligations under the taxation laws

As a client of this practice, we are obliged to advise you of your rights and obligations under the taxation laws in relation to the services we provide to you. Set out below is a brief explanation of the main areas of the taxation system you should be aware of. It is also important that you understand our obligations as a tax or BAS agent, including to you, under the taxation laws (including the *Tax Agent Services Act 2009* and the Code of Professional Conduct contained within that Act) and your obligations to us.

If you have any concerns or issues with any of matters discussed below, please feel free to contact us.

The self-assessment system

The Australian tax system operates as a self-assessment system. This means that when your Income tax return, Fringe Benefits Tax (FBT) return or Business Activity Statement (BAS) is lodged, the Australian Taxation Office (ATO) accepts the information in the return at face-value and issues you with an assessment notice based on that information. It is important to understand that this does not mean the assessment is final as the ATO can conduct a review or audit of the information provided in the return at a later time, subject to the time limits discussed in the topic below.

The Commissioner's ability to amend an assessment

As explained above, the ATO accepts the information lodged in your return at face value. However, the ATO also has the power to amend the assessment if they find it to be incorrect. The following rules generally apply:

Individuals

- For most individuals, the ATO can amend an assessment within two years after you receive your notice of assessment. However, if an individual carries on a business and is neither a Small Business Entity ('SBE') (broadly, a business with an aggregated turnover of less than \$10 million) nor a Medium Business Entity ('MBE') (broadly, a business with an aggregated turnover between \$10 million and less than \$50 million), then that period extends to four years.
- If the individual is a partner in a partnership or a beneficiary of a trust, the period is two years. If the partnership or trust carries on business and is **not** a Small Business Entity, the period extends to four years.



Companies

- The ATO can amend a company assessment within two years after a notice of assessment is deemed to have been made where the company is either an SBE or an MBE.
- If the company is a partner in a partnership or a beneficiary of a trust, the amendment period is two years. However, if the partnership carries on a business and is neither an SBE nor an MBE, that period extends to four years. If the trust is neither an SBE nor an MBE, the amendment period also extends to four years.
- In most other cases, the amendment period is four years.
- **Trustees**
- The ATO can amend an assessment within two years after the trustee receives the notice of assessment if the trust **is** either an SBE or an MBE.
- If the trustee is a partner in a partnership or a beneficiary of a trust, the amendment period is two years. However, if the partnership carries on a business and is **neither** an SBE nor an MBE, that period extends to four years. If the trust is **neither** an SBE nor an MBE, the amendment period also extends to four years.
- In most other cases, the amendment period is four years.

If the ATO amends an assessment, this will potentially involve, apart from increased taxes, penalties and interest. If you discover an error in the information declared in the return, lower penalties generally apply for making a voluntary disclosure.

Note that there are no time limits on the ATO amending an assessment where they believe there has been fraud or evasion.

Obligation to keep records

The tax laws specifically require taxpayers to keep records that properly explain the transaction they have entered into.

Individuals

Individuals claiming deductions for work-related expenses are subject to the substantiation rules in the tax laws. This requires taxpayers to keep receipts, invoices etc., of the expenses they incur. Where the expenses relate to a taxpayer travelling interstate or overseas, a travel diary may also need to be kept. Where the expense relates to a motor vehicle, a record of the journeys taken such as a log book may need to be kept.



A failure to keep the appropriate records can lead to the ATO denying a particular deduction which may involve the imposition of penalties and interest. Substantiation records must be retained for five years and made available to the (Tax Practitioner's Board) TBP if required.

Businesses

The tax laws specifically require a taxpayer that carries on business to keep records that record and explain all the transactions they have entered into. This includes all the documents that explain how the income and expenditure of the taxpayer was determined.

Where the tax laws allow or require a taxpayer to make a choice, election, estimate or calculation, documents containing particulars of these matters must be kept.

All these records must be retained for a period of five years and made available to the TBP if required. There are penalties for taxpayers who fail to do so.

Obligation to provide complete and accurate records

In order for our practice to be able to lodge returns on your behalf, it is your responsibility to provide us with complete and accurate records. Further, in order to lodge your return on time, we will require you to provide us the relevant information as and when requested.

Where you are unable to provide us with complete and accurate records, we may be unable to prepare and lodge your return. Tax agents are subject to a Professional Code of Conduct contained in the *Tax Agent Services Act 2009*, which prevents them from acting for a client where insufficient records or information exists so as to be able determine the amount of the client's income or deductions.

We also reserve the right to question any claims for deductions or credits that in our reasonable judgment might be considered as being excessive, and we may ask for more substantiation or records to prove that such a claim is allowable under the law. If we believe that a claim is excessive and cannot be substantiated, we reserve the right not to include such a claim in your income tax returns or BAS, but you will have the right to lodge an objection after receiving your notice of objection. There may be further costs in doing so, and we will advise you accordingly.

Records for clients operating in the cash economy

Because of the ATO's concerns with dealings in the cash economy, there are particular recording imperatives for clients who operate in that sector. In particular, the ATO has a program of "benchmarking" standardised revenue returns for a wide range of cash businesses.

In circumstances where it is dissatisfied with a taxpayer's records or recording systems, the ATO will often assess income tax and/or GST on what it considers to be an appropriate "benchmark" amount (plus penalties and interest) and then put the taxpayer to the task of disproving that assessment.



Where that occurs, the taxpayer is at a serious disadvantage and can be put to a great deal of cost and effort in disputing the assessment.

Taxpayers who operate in the cash economy are therefore urged to have a robust and reliable system for recording and reporting all cash transactions and to ensure that the recorded figures are accurate.

If you need assistance in setting up or reviewing your recording and reporting systems, we will be happy to do so and will advise you of our rates for doing so on request.

Right to seek a Private Binding Ruling

When preparing your return, we may identify one or more issues that are not clear under the tax laws. Where we have pointed out such issues to you, you have a right to request a Private Binding Ruling from the ATO. Upon providing the ATO with all the relevant facts, they will provide you with a ruling setting out their view on the proper tax treatment of the issue requested to be ruled upon.

Objecting against an assessment

If the ATO issues you with an assessment that you do not agree with, you have the right to lodge an objection against that assessment. The objection must be lodged with the ATO within either two or four years. As to which period applies, this is determined in the same way as the discussion above under the heading '*Commissioner's ability to amend an assessment*'.

Where the ATO issues an amended assessment, the period for objecting is the greater of:

- 60 days from the time the amended assessment is received; or
- two or four years (whichever is applicable) from the time the original assessment was received.

If you remain dissatisfied with the outcome of the objection, you have the right to have the matter reviewed by the Administrative Appeals Tribunal or to appeal the matter to the Federal Court.

Onus of proof falls on the taxpayer

It is important to be aware that in any disputed assessment before the court or the Administrative Review Tribunal (whether initiated by the taxpayer or by the ATO), the onus of proof is placed on the taxpayer. In other words, if the Commissioner asserts that your income should include a certain amount or that a deduction claimed in a return is not allowed, it will be up to you to establish that the Commissioner's view is incorrect and the correct treatment.



Safe harbour protection

As the client of a registered tax agent, under the taxation laws, you have a statutory 'safe harbour' exemption from penalties imposed by the ATO in certain circumstances.

To ensure you are eligible to benefit from the safe harbour, it is a requirement that you provide us with all relevant tax information. This includes any records, or documents we request from you plus any other information relevant to the preparation of your tax return. The information provided must be truthful, complete and accurate.

It is equally important that you provide us with this information by the time it is requested to allow the return to be lodged by its due date. The safe harbour from late lodgement penalties can also apply where a Business Activity Statement, Instalment Activity Statement, or FBT return is lodged late.

A taxpayer who is eligible for the safe harbour protection will not be subject to any penalties for errors identified in their tax return, although the underlying tax and interest charges will still apply.

Your tax practitioner's obligations

The *Tax Agent Services Act 2009* ('TASA'), including the Code of Professional Conduct contained within the TASA, provide statutory protections for taxpayers who engage registered tax practitioners.

The Code of Professional Conduct is a set of statutory ethical and professional standards that registered tax practitioners must comply with.

The TASA, including the Code of Professional Conduct, and associated regulations and determinations are administered by the Tax Practitioners Board ('TPB').

We are required under the Code of Professional Conduct to provide you with general information about the obligations that tax practitioners have to their clients under the taxation laws, including the TASA and the Code of Professional Conduct.

Your tax practitioner's obligations require them to:

- act lawfully in your best interests and with honesty and integrity in the performance of our duties;
- uphold and promote the ethical standards of the profession;
- manage any conflicts of interest;
- take reasonable care to ascertain your state of affairs and apply tax laws correctly;
- keep your information confidential unless there is a legal duty to disclose;



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- provide services competently;
- not knowingly obstruct the administration of the tax laws;
- advise you of your rights and obligations under the taxation laws (refer above);
- account to you for money or other property on trust;
- not make false or misleading statements to the TPB or the ATO, and in some cases, withdraw our engagement with you and notify the TPB or ATO of certain matters;
- address any false or misleading statements we are responsible for;
- engage with clients to address other false or misleading statements, exploring options to correct;
- keep proper records (including records of tax agent services provided);
- keep you informed of certain matters so you can make informed decisions.

If your registered tax practitioner fails to meet their obligations:

- their registration can be suspended or terminated, meaning they cannot practice;
- they could receive a caution or orders from the TPB – for example, undertaking education or working under the supervision of another registered tax practitioner;
- have fines imposed on them by the Federal Court;
- your tax and superannuation matters may not be accurate;
- you may be subject to enquiries or audits;
- any tax shortfalls may attract penalties and interest;
- you may have litigation options to review decisions and recover debts;
- in the case of fraud or criminality, penalties may lead to prosecutions.