

**Terms and conditions**

**1. Who may instruct us**

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

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

**2. You and your spouse/partner**

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

**3. Know your customer**

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

**4. Your responsibilities**

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

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

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

The taxation law provides you with “safe harbours” from penalties for incorrect or late tax returns if you provide “all relevant taxation information” to us in a timely manner. Failure to discharge the responsibilities described above may mean that you are not eligible for that “safe harbour” protection.

**5. Our Responsibilities**

Information acquired by us in the course of this engagement is subject to strict confidentiality requirements and we will not disclose that information to other parties except as required or allowed by law, or with your written consent.

We will advise you of your rights, obligations and options available to you under taxation laws. We may also provide you with advice on the application of taxation laws, including any possible penalties and other consequences to enable you to make an informed decision of the course of action that may be taken.

Taxation laws change frequently. All advice will be based on the current law at the time the advice is provided. It is your responsibility to obtain updated advice in relation to actual or proposed transactions entered into at a later time.

We will act in your best interests at all times, subject to the overriding requirement that we must comply with the law. For example, we would be unable to lodge a tax return for you that we knew contained a false or misleading statement.

Our firm’s quality control procedures have been established and maintained in accordance with APES 320 – Quality Control for Firms and, as a result, our files may be subject to review under the Chartered Accountants Australian & New Zealand quality review program, which monitors its members compliance with professional standards. By accepting our engagement, you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Very occasionally, we may also be required to disclose confidential information by law, regulatory body, insurers or otherwise in accordance with APES 110 code of ethics for Professional Accountants. We will advise you if this occurs.

**6. Qualifications on our services**

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.

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

## 7. Reliance on advice

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

## 8. Superannuation Advice

A number of our team members are registered financial advisors an authorised representative of the holder of an Australian Financial Services Licence.

Details of our licences are as follows:

Licence type	Name	Licence/ASIC Registration Number
Financial Services	Peter Vickers Insurance Brokers Pty Ltd (Peter Vickers & Associates Pty Ltd is the Representative of Peter Vickers Insurance Brokers Pty Ltd)	229302

Advice provided will always be in the best interest of the entity. Where required, we also provide the following documentation:

- Financial Services Guide (FSG)
- Statement of Advice (SOA)
- Product Disclosure Statements (PDS) or short form PDS.

## 9. Professional obligations

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

APES 220 – Taxation Services we make the following statement regarding taxation services:

The responsibility for the accuracy and completeness of the particulars and information provided by you rests with you;

Any advice given to you in the course of the above services is only an opinion based on our knowledge of your particular circumstances; and

As a taxpayer, you have obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns.

We will keep our clients informed if any relevant matters arise to facilitate ones decision to engage with us.

## 10. Conflicts of interest

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

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

## 11. Fees and payment

Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the ATO. Assistance may be provided through insurance policies you hold or via membership of a

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professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

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

We may charge interest on late paid invoices. We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

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

## **12. 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.

## **13. 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. We discourage the use of our trust account.

## **14. Confidentiality**

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

We need to disclose your information to our service providers (including auditors of client monies if applicable) or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of Chartered Accountants Australia and New Zealand. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;

We are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information;

We provide limited information (but only to the extent reasonably necessary) to potential purchasers (or their professional advisors) of our practice but we will take reasonable steps to ensure that any such recipient keeps the disclosed information confidential;

We use the information for training purposes, in the development of products or technology, in research or as source material for industry or other benchmarking data or studies (and it should be confirmed whether the personal information and/or identity of a person would be identifiable or de-identified from the outset); or

You give us permission to disclose the information.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

Where we use the information for training purposes, product or technology development, research or as source material for industry or other benchmarking data or studies, the identity of any individual or entity to which such information relates will not be identifiable externally from the output of the activity for which the information is to be used or disclosed.

We may mention that you are a client for promotional purposes.

## **15. Privacy**

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

## **16. Ownership of materials**

All original documents obtained from you in respect to this engagement shall remain your property; however, we reserve the right to make copies of the original documents for our records.

Ownership of the completed documents produced by us as part of this engagement will belong to you. All other documentation and intellectual property produced by us in respect of the engagement will remain the property of our firm.

## **17. 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 Council's website <http://www.psc.gov.au>.

You agree not to bring any claim against any of our principals, partners, directors, shareholders, contractors 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.

#### **18. Limitation of third party rights**

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

#### **19. Termination**

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

#### **20. Communication**

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

#### **21. Applicable Law**

Our engagement is governed by New South Wales law. The courts sitting in New South Wales will have non-exclusive jurisdiction in relation to any dispute between us.

#### **22. Interpretation**

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

#### **23. Disputes and complaints**

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

Where your complaint concerns a tax agent service that we have provided, you will need to contact your Client Relationship Manager in the first instance with details by email. If they are unable to resolve your complaint within 3 business days, please contact Compliance officer by email [complianceofficer@pva.com.au](mailto:complianceofficer@pva.com.au). Your complaint will be investigated by a team 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 14 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) <https://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.

#### **24. Cloud Computing Service Providers**

We use cloud computing service providers that contain your personal and financial information. The database(s) containing this information are outlined below, but it may be replicated to other locations. The suppliers of this software have privacy policies that are consistent with the Australian Privacy Principles.

<b>Cloud Computing Service Provider Name</b>	<b>Description of Cloud Computing Service</b>
MYOB	Accounting & Tax
XERO	Accounting & Tax
BGL Simple Fund 360	SMSF Accounting & Admin

FuseSign	Electronic Document Signing
BGL CAS 360	Corporate Secretarial
Microsoft Teams	Video Meetings
Zoom	Video Meetings
MYOB Practice Management	Practice Management-CRM
Outlook – Microsoft 365	Email & Calendars

To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services.

Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the third party service provider and our Privacy Policy.

## 25. Data Storage

We use data storage located in Lindfield but it may be replicated to other locations in Australia. The providers of this storage have privacy policies that are consistent with the Australian Privacy Principles.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, external IT services, cloud hosted software and outsourced data storage under the conditions outlined above.

If you would like a copy of our complete Privacy Policy, see [www.vickersgroup.com.au/privacy](http://www.vickersgroup.com.au/privacy).

## 26. Involvement of Other Specialist Firms-SMSF Audit

We often arrange for the audit of SMSF's by Just SMSF Audits located in Australia.

Just SMSF Audits will provide you with their own engagement letter and invoice.

We will act as your intermediary to streamline the process.

## 27. Overseas Services

We utilise overseas team members who work on client assignments.

Service Provider Name	Location	Description of Service
Back Office Shared Services Pty Ltd (BOSS)	India	Australian Accounting & Tax

We take care to ensure that the recipient does not breach the Australian Privacy Principles in relation to personal information and have confidentiality agreements in place with all personnel who access personal information.

Acceptance of our services in connection with this engagement document indicates your acceptance of the use of services as described above. Boss is a member entity of Chartered Accountants Australia and New Zealand and is an Australian Registered Tax Agent. Our principal is a director of that company.

## 28. External IT Services

We advise that we use an external IT service provider, Phrixus Technologies located in Mount Ku-ring-gai, to whom client information may be disclosed. Services provided including:

All IT related tasks.

## 29. Register of Tax Agents and BAS Agents available for you to search

The Tax Practitioners Board (TPB) maintains a register with details of registered, suspended and deregistered tax and BAS agents. This register is available to the public to search at <https://www.tpb.gov.au/public-register>.

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:

From 1 July 2022 onwards we have no matters that could significantly influence your decision to engage us or continue to engage us for Tax Agent Services. If a matter arises we will contact you.

We are also obliged to advise you whether there are any conditions attached to our registration.

There are no current conditions attached to our registration.

**30. Your rights under Taxation Laws (including Tax Agent Services Act and the Tax Agent Services (Code of Professional Conduct))**

Please refer to the fact sheet published by the Tax Practitioners Board (TPB) summarising your obligations to the ATO, and your tax practitioner's obligations to you, the TPB and ATO.

The fact sheet is here:

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