

### **Terms of engagement**

This brochure is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.

### **Purpose, Scope and Output of the Engagement**

The Honest & Young Pty Ltd will provide accounting and/or taxation services which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

The engagement will include the operations and procedures of the Client as agreed.

Our professional services are conducted and any reports required will be prepared for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

### **Responsibilities**

In conducting this engagement, information acquired by us in the course of the engagement, including any information relating to your affairs whether it belongs to you or not or is provided by you or not, is subject to strict confidentiality requirements. That information will not be disclosed by us to

other parties except as required or allowed for by law, or with your express consent.

We wish to advise that our firm's system of quality control has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of CPA Australia which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

We may collect Personal Information about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Australian Privacy Act 1988 (cth) ("Privacy Act"). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act. For privacy policy of the company, you may refer company website [www.honestandyoung.com.au](http://www.honestandyoung.com.au) or contact our office by email at [info@honestandyoung.com.au](mailto:info@honestandyoung.com.au).

You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. You or your staff are responsible for maintaining and regularly balancing all books or accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for seven (5) years.

### **Provision for tax return preparation services:**

A taxpayer is responsible to keep full and proper records in order to facilitate the preparation of a correct return. Whilst Commissioner of Taxation may accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. The Commissioner may challenge the position taken in a tax return unless the return has been previously assessed and four years have passed from the end of the year in which the notice of original assessment was issued. Furthermore, where the returns are fraudulent or wilfully misleading or omit income of a particular nature or from a particular source, there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective. Private ruling from Taxation office may attract some extra fees.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you.

#### Involvement of Others

Where, as part of our engagement, the services of an external consultant or expert are required, an estimated cost and timeframe and involvement will be provided to you for your approval.

#### Period of Engagement

This engagement will start upon acceptance of the terms of engagement by the Client in line with this brochure. The first period for which we will be responsible is the tax year started from sending the Individual checklist. We will not deal with earlier periods unless the Client specifically asks us to do so, and we agree.

This engagement document will be effective for future years unless we issue an amended one to you.

#### Fees

The fee arrangement is based on the expected amount of time and the level of staff required to complete the job relating to our professional services as agreed.

Fee invoices will be issued in line with a billing schedule advised to the Client.

#### Ownership of Documents

All original documents obtained from you arising from the engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will result in the production of income tax returns, books of records and financial reports in hard copy and electronic copy. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm.

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

#### Refund policy

Honest and Young Pty Ltd is not required to provide a refund if you change your mind about the services after starting to prepare your tax return. You will get full refund of fees if Honest and Young Pty Ltd is not able to provide the services you asked for.

#### Confirmation of Terms

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