

## 1. Tasks

We will act on your behalf and attend to the performance of nominated tasks (Eg. Financial statements preparation, income tax returns preparation and lodgement etc..) In that capacity, we will

act for you in all matters necessary and incidental to our engagement. Including;  
Liaison with:-

- The Australian Taxation Office
- The Australian Securities and Investments Commission
- And other relevant government department.
- Contact and discuss with other advisers that you may have engaged as reasonably necessary, such as lawyers, investment advisers, stockbrokers and bankers.

On occasions, it may be necessary to approach these and other organisations which may incur additional costs, in which event we will seek prior approval as appropriate.

We will charge to your account any expenses we reasonably incur, and pay directly, in exercising this authority.

## 2 Confidential information

Client confidentiality is considered to be of paramount importance.

Accordingly, we will not disclose your confidential information or knowledge, which we obtain as a result of acting for you to anyone else unless compelled by law to do so.

We will not disclose to you any confidential information or knowledge, which we have or obtain as a result of acting for anyone else.

## 3 Fees and Expenses

We charge for work done at our hourly rates [click here](#), according to the time that our professional staff spend on your matter, or as otherwise agreed.

Our rates are subject to change and do not include any amount in respect of the Goods and Services Tax (GST) or similar taxes. These rates and estimates should be read as "plus any applicable GST" .

You may be able to claim a credit for some or all of the amount in respect of GST included in our charges, so that the amount of the GST is not a real cost to you. We can help determine your entitlement to an input credit for GST. We will provide you with an appropriate tax invoice so you can claim any applicable credits for GST.

## 4 Accounts

We normally issue interim accounts monthly, although we may vary this depending on the circumstances. We will also issue an account on completion of your matter.

Unless otherwise agreed, we will send our accounts to the person to whom the retainer letter is addressed.

We may request advance payment of fees. In that case we will assume, on receipt of your payment, that when we send you an account, we have your authority to draw on the money paid for our professional fees and disbursements, as they become due. Accounts will be sent to you detailing fees claimed at the time of payment.

#### Unpaid accounts

If you fail to pay any of our accounts, we may elect:

- not to do any further work for you until all unpaid accounts are paid in full;
- to retain custody of any of your papers, documents or files until all unpaid accounts are paid in full; and
- to charge interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) on any amount outstanding one month after the date on which the account is given to you.

## 5 Termination

Either party may end the engagement at any time.

The terms of the engagement survive that termination and you must pay us for all work we have done and all expenses we have incurred up to the date of termination.

## 6 Retention of your documents

Should you leave papers to which you are entitled with us after your matter is completed we may destroy those papers in accordance with our general policy being 10 years after a matter is completed.

If you do not collect your papers within that period, we have your authority to destroy your papers along with the file.

We do make special arrangements for certificates and originals of certain important documents and these will not be destroyed unless we receive your specific instructions to do so.

### **Exclusions and Limitations of Liability**

Under the *Professional Standards Act 2008 (Vic)* The liability of the firm, its partners, associates, employees or contractors is limited to a maximum of \$750,000 where the fee for the engagement is up to \$50,000, or ten times the fee (subject to a \$20 million ceiling) for fees in excess of \$50,000.

A copy of the Act and the Scheme are both available on the websites of The Institute of Chartered Accountants in Australia [www.icaa.org.au](http://www.icaa.org.au) and CPA Australia [www.cpaonline.com.au](http://www.cpaonline.com.au)