Terms and Conditions of Engagement

Payment of fees

All fees are payable 14 days from the date of the invoice.

Fees can be paid via the following methods:

- **Direct debit** – please complete a Direct Debit Request and return to Holman Hodge.
- **Credit card** – either visit www.holmanhodge.com.au/payments to pay securely online, complete a Direct Debit Request and return by email, call +61 8 7099 5000 with your details.
- **Direct deposit** to our bank account using the invoice number as a reference. Bank account details provided on our invoice.
- **BPAY** – using the BPAY details provided on our invoice.
- **Monthly instalments –** pay invoices over an agreed number of equal monthly instalments. To apply, go to the Payments page at www.holmanhodge.com.au or alternatively, email finance@holmanhodge.com.au.

Should invoices remain unpaid after 14 days, as a part of our standard debtor management process you will receive reminder emails outlining both outstanding and current invoices. You will continue to receive reminder emails until the outstanding amount is paid in full.

Should invoices remain unpaid after 60 days, you will be moved to a monthly payment arrangement, paying your outstanding balance over an agreed number of equal monthly instalments. If you do not agree to a monthly payment arrangement, Holman Hodge may take alternative action such as stopping work or engaging an external party to recover the funds.

Should Holman Hodge need to engage the services of an external party in order to recover an outstanding invoice, any fees or expenses incurred by the external party for these provision of these services will be payable by you, in addition to the initial amount outstanding.

Disclosure and record keeping obligations

The law requires you to keep full and accurate records relating to your tax affairs.

As a consequence, you are obliged to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under the engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within a reasonable timeframe. We will rely on such information being true, correct and complete and will not audit the information you provide.

Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.

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

Holman Hodge Pty Ltd
ABN 72 483 916 062
Level 15, 45 Pirie St
Adelaide SA 5000
GPO Box 1118
Adelaide SA 5001
Australia
+61 8 7099 5000
info@holmanhodge.com.au
holmanhodge.com.au

You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information you provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.

By accepting the terms of the engagement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record keeping.

The *Taxation Administration Act 1953* contains specific provisions that may provide you with "safe harbours" from administrative penalties for incorrect or late lodgement of returns if, amongst other things, you give us "all relevant taxation information" in a timely manner (the safe harbour provisions apply from 1 March 2010). Accordingly, it is to your advantage that all relevant information is disclosed to us 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 the extent to which we have discharged our obligations to you.

TFN Consent

We are authorised to request and collect your tax file number information under the Tax Agent Services Act 2009, Taxation Administration Act 1953, Superannuation Industry (Supervision) Act 1993 and Income Tax Assessment Act 1936.

We request and collect this information to enable us to act on your behalf in the provision of services in relation to tax, super or personal assistance affairs. It is not an offence to decline to provide your tax file number information. However if you choose to withhold this information, we may not be able to provide you with all of the services under the engagement.

By accepting our engagement, you provide permission for your tax file number to be stored in a secure format by us in accordance with legislative requirements and you give permission for your tax file number to be provided to third-parties as required.

Your rights and obligations under the taxation laws

You have certain rights under the taxation laws, including the right to seek a private ruling from the Australian Taxation Office (ATO) or to appeal or object against a decision made by the Commissioner. Where relevant, we will provide further information to you concerning your rights under the Australian taxation laws during the conduct of the engagement.

You also have certain obligations under the Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date.

Our obligation to comply with the law

We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge an income tax return for you that we knew to be false in a material respect.

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board. 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. 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.

We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflicts of interest. The effective operation of these arrangements depend, in part, on you complying with your obligation to disclose all relevant information to us as set out above.

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons the engagement 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 the engagement applies. If this arises, we will inform you promptly.

Our advice and/or services will be based on Australian taxation law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are often subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or announced change in law.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the scope of the engagement, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs.

Anti-Money Laundering and Counter-Terrorism Financing

We are required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated rules and "Customer Due Diligence" requirements.

Accordingly, we may be required to:

- verify your identity and the identity of related parties, including beneficial owners and controlling persons
- obtain information regarding your structure, activities and source of funds
- assess and manage money laundering, terrorism financing and proliferation financing risks on an ongoing basis
- monitor transactions and activities
- make reports to regulatory authorities (eg AUSTRAC) and other reporting as required by law
- comply with record keeping obligations

You agree to provide all information and documentation reasonably requested by us to enable us to meet these obligations and acknowledge that we may make enquiries or searches of appropriate databases.

We reserve the right to:

- delay commencement of services until required information is obtained
- suspend or terminate our engagement if we are unable to complete required verification or due diligence
- make enquiries of third parties, where necessary, to verify information provided

We may also be required by law to report certain matters to regulatory authorities. In such circumstances, we may be prohibited from disclosing that a report has been made.

Regulatory requirements relating to anti-money laundering and counter-terrorism financing may change during the term of this engagement. If such changes apply to the services that we provide, we may require additional information from you or amend this engagement letter to ensure ongoing compliance.

Holman /Hodge

Privacy

In undertaking your work we will acquire personal and sensitive information concerning you and your affairs and of others for whom you are authorised to provide information. We are committed to ensuring that this information is safeguarded in accordance with requirements under the Privacy Act.

In engaging us to carry out work for you, you agree that we are authorised to:

- collect personal and sensitive information in relation to you and other persons and entities who have authorised you to provide this information
- share or provide such parts of this information with others, including others overseas, where necessary to complete work authorised by you
- transmit this information to others in the ordinary course of business.

Confidentiality

We will not disclose any information relating to your affairs to any third party without your consent, unless required by law. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.

Use of Technology and Artificial Intelligence

In providing our services, we may use a range of technology systems, including cloud-based software and, where appropriate, artificial intelligence (AI) tools to assist with tasks such as data processing, analysis and document preparation.

These tools are used to improve the quality of our services. All work is subject to professional review, and we retain full responsibility for the services provided to you.

We take all reasonable steps to ensure that your information is handled securely and in accordance with our confidentiality and privacy obligations.

Personal Property Securities Register (PPSR)

At our discretion, and should circumstances warrant, Holman Hodge may register their financial interest for services to be performed as a security interest on the PPSR.

Ownership of documents

All original documents obtained from you arising from our engagement will 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 electronic documents or files, which will be supplied to you. Ownership of these documents will vest in you. All other documents produced by us in respect of the engagement will remain our property.
We have a legal right of lien over any of your documents and records in our possession until payment in full of our outstanding invoices. That is, we will have the right to retain your documents and records as security for the payment of the debt.

We have also established dispute resolution processes, details of which are available on request.

Holman
/Hodge

Limitation of liability

Our liability is limited by a scheme approved under Professional Standards Legislation.

You agree not to bring any claim against any of our directors 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.

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 writing that a specified third party may rely on our work.

Termination

Either party may terminate this arrangement at any time, for any reason, with 14 days written notice. Any unpaid services that are outstanding at the date of termination, or any refund for services not completed, will be paid or refunded within 14 days from the date of termination.

Disputes and complaints

If you have any concerns about our costs or services, please speak to the person responsible for the engagement. 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 also have the right to make a complaint to the Tax Practitioners Board in accordance with their complaints process described here https://www.tpb.gov.au/complaints.

Your rights under Taxation Laws

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