

Terms of Engagement

These are the Terms of Engagement ("Terms") between:

BeWeiszer Accounting & Tax ("We") ABN 41 609 609 654 and «Company_Name» ("You")

This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

A.	Purpose of the Engagement
1.	We agree to be available when you need us, willing to listen and quick to respond – at no extra cost to you. <ul style="list-style-type: none">Quick telephone calls and email reminders and replies are FREE
2.	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.
3.	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.
4.	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.

B.	Estimated Price Agreement and Payment Terms
1.	The price for our services is established with you in advance and is an estimate only. The actual cost for each task will be determined based on actual time spent.
2.	The estimated minimum fee for our services will be reviewed each year in June.
3.	In the event of you being in default of your obligation to pay us within the above payment terms, and the overdue invoice(s) are then referred to a debt collection agency and/or law firm for collection and we are charged commission and/or disbursements and/or legal fees, you agree that you will be liable to pay as a liquidated debt to us any commission, disbursements and legal fees payable by us.
4.	If an unanticipated need arises, we agree to perform this work at a mutually agreed upon price before the service is provided. This service will be Invoiced to you separately, as part of a change order, and will be payable within 14 days of the issue of our Invoice.
5.	You can contact us any time for advice on ad hoc matters, knowing that we won't charge you an additional amount for that advice. This is subject to the understanding that if an occasion of service exceeds 15 minutes, you will be charged but only after we have consulted with you and only if you feel that you received value from the consultation.
6.	To assure that our arrangement remains responsive to your needs, as well as fair to both parties, we will meet throughout the year and, if necessary, revise or adjust the scope of the services to be provided and the prices to be charged in light of mutual experience.
7.	It is understood that either party may terminate this Agreement at any time, for any reason, within 10 days of written notice to the other party. It is understood that any unpaid services (eg. Finalised Tax Returns and Financial Statements) that are outstanding at the date of termination are then payable in full within 10 days.
8.	Any other or additional services that you may request from us will be provided to you on a project by project basis. We will provide you with an up-front price estimate and payment terms for each project before we begin work on each project.

9.	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.
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C.	Scope of our Services
1.	This engagement starts on the date that you sign and return this document to us.. Previous tax years are not included as part of this engagement unless specifically agreed by us. The terms of this engagement letter will continue to apply for future engagements unless otherwise agreed. If we agree to provide additional services to you, we may provide you with a new or amended engagement letter. If we do not, those additional services will be provided under this engagement letter.
2.	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 <i>Code of Ethics for Professional Accountants (including Independence Standards)</i> , 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.
3.	Our advice will cover Income tax and Goods and Services Tax. It will not cover any other taxes such as stamp duty, land tax, or payroll tax. The scope of our engagement will be limited to the performance of the services listed above. You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.
4.	<p>Use of Contractors and Other Outsourced Third Party Services</p> <p>We may involve third party contractors or outsourced service providers in providing various aspects of your accounting work. These services may include:</p> <ul style="list-style-type: none"> • Accounting file preparation and/ or Data entry into our accounting systems • Auditing of accounts (including Self-Managed Super Funds) • Actuarial (pension) analysis • Financial Planning & Dealing with Financial Institutions • Home Loan , Business Loan & Personal Loan Services • Investment and Insurance Services <p>We utilise the following outsourced cloud computing service providers:</p> <ul style="list-style-type: none"> • Xero, located in Australia and USA • Xero Practice Manager, located in Australia and USA • Class Super, located in Australia • Nowinfinity, located in Australia • Dropbox, located in Australia and USA • Dropbox Sign, located in Australia and USA • Cleardocs, located in Australia <p>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.</p> <p>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.</p>
5.	This engagement is a contract between you and us, and you agree that none of the third parties we use will have any liability to you and you will not bring any claim or proceedings of any nature in connection with this engagement against any third party that we may use to provide the services. This exclusion will not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under law.
6.	Please be aware that we will not conduct an audit or review unless specified above as a service to be performed for you and accordingly, no assurance will be expressed.
7.	Unless specified above as a service to be performed for you, this engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur, however we will inform you of such matters if they come to our attention.

8.	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.
9.	Investment and financial advisory advice We will not provide you with investment or financial advice regulated under the Corporations Act 2001 (Cth) unless we have expressly agreed to do so in writing, specifying an applicable Australian Financial Services License number.
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.	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 principals or employees in their personal capacity. To the maximum extent permitted by law, we are not liable to you for: <ul style="list-style-type: none"> • 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.
12.	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.

D.	Your Disclosure and Record Keeping Obligations
1.	You are required by law to keep full and accurate records relating to your tax affairs in order to facilitate the preparation of accurate tax returns. The responsibility for the accuracy and completeness of the particulars and information provided to us by you rests with you. Any advice given to you by us is only an opinion based on our knowledge of your particular circumstances.
2.	The <i>Taxation Administration Act 1953</i> now contains specific provisions that may provide you with "safe harbour" from administrative penalties for incorrect or late lodgement of returns. These safe harbour provisions will only be available to you if, amongst other things, you provide "all relevant taxation information" to us in a timely manner. 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 tax practitioners have discharged their obligations to clients. It is your responsibility to show that you have brought all matters to our attention if you want to take advantage of the safe harbours created under the new regime
3.	If we require any documents or information from a third party, we will contact you first to seek your approval to contact the third party.
4.	In relation to your financial records, you will specifically be responsible for: <ol style="list-style-type: none"> 1. Transaction entries into your business computer records 2. Coding all deposits and payments in accordance with the agreed Chart of Accounts 3. Reconciling the Bank Accounts on a monthly basis 4. Maintenance and reconciliation of your business wage records 5. Maintenance and reconciliation of your Accounts Receivable and Accounts Payable listings 6. Obtaining and retaining sufficient records to substantiate claims made for income tax deductions 7. Retaining copies of all financial records for a period of 5 years Providing to us all financial information requested within 10 working days of our request
5.	Please note that if you do not provide us your financial information properly reconciled and in the format requested by us, any up-front or Fixed Quotes we have provided to you will not be applicable and the cost of our services will be higher.

E.	Confidentiality and Privacy
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1.	<p>We will take all reasonable steps to keep your information confidential, except where:</p> <ul style="list-style-type: none"> • 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 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. <p>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.</p> <p>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 from the output of the activity for which the information is to be used or disclosed.</p> <p>We may mention that you are a client for promotional purposes.</p>
2.	<p>In conducting this engagement, information acquired by us in the course of the engagement is subject to 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.</p> <p>We are bound by the provisions of the Privacy Act 1988 to maintain all records securely and in accordance with the provisions of that Act. Any breach of these requirements should be notified to the Privacy Commissioner</p>

F.	Other Provision
1.	<p>Applicable Law</p> <p>Our engagement is governed by New South Wales law. The courts sitting in this State will have non-exclusive jurisdiction in relation to any dispute between us.</p>
2.	<p>Interpretation</p> <p>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.</p>
3.	<p>Disputes and complaints</p> <p>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.</p> <p>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.</p>
4.	<p>Consumer Data Rights</p> <p>You may consent for an Accredited Data Recipient under the Consumer Data Right (CDR) to disclose your CDR data to us. You may nominate us as your Trusted Adviser for this purpose. As your Trusted Adviser, we will only access the data necessary to provide the services in this engagement letter.</p>

5.	<p>Register of Tax Agents and BAS Agents available for you to search</p> <p>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.</p> <p>We are obliged to advise clients of certain events which may influence your decision to engage us as your tax agent registration.</p> <p>There are no current issues about which are obliged to advise you.</p> <p>We are also obliged to advise you whether there are any conditions attached to our registration.</p> <p>There are no current conditions attached to our registration.</p>
6.	<p>Your rights under Taxation Laws (including Tax Agent Services Act and the Tax Agent Services (Code of Professional Conduct))</p> <p>Please refer to the attached 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.</p> <p>The fact sheet is here: https://www.tpb.gov.au/sites/default/files/2025-06/Keeping%20your%20clients%20informed_Factsheet.pdf.</p>

