



Terms of Business

For engagements of \$1,000 (GST exclusive) or greater, an engagement letter may be issued. These Terms of Business together with the engagement letter and, where applicable, any subsequent updated schedules to the engagement letter, form the contract between Carter Gray Accounting ('we', 'us', 'our') and the client ('you'). The terms defined in the engagement letter have the same meaning in these Terms of Business.

For engagements where the fee value is \$1,000 (GST exclusive) or less, and where an engagement letter has not been issued, this document alone forms the contract between Carter Gray Accounting and the client.

Services

The services provided will be detailed in an engagement letter or as requested by you. Either party may request a change to the services provided but no such changes take effect unless agreed in writing.

Your responsibilities

You must provide us with complete, clear, accurate, meaningful and timely instructions, and information necessary for us to carry out the requested services/engagement.

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.

Our responsibilities

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.

Fees

Our fees will be charged on the basis set out in the engagement letter or as otherwise agreed 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.

Where applicable, we will bill in instalments and our invoices are due for payment within 14 days of issue. Our fees are exclusive 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.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

Confidentiality

We will take all reasonable steps to keep confidential all confidential information you disclose to us as part of our engagement, except where you permit us to disclose it or where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of a quality review.

Our files may be subject to review as part of the quality control review program of CA ANZ which monitors compliance with professional standards by its members. You acknowledge that, if requested, our files relating to work provided for you will be made available under this program. Should this occur, we will advise you.

We reserve the right, for the purpose of promotional activity, training or for similar business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

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.

Data Protection

Where you disclose personal information regarding a third party (including your directors and employees), you confirm that you have complied with the Privacy Act 1998 (Cth), including that the personal information was lawfully collected, that you are entitled to disclose the personal information to us, and that we may use and disclose the personal information in the course of providing our services to you.

We will comply with the provisions of the Privacy Act 1988 (Cth) and the Australian Privacy Principles when processing personal data about you (including your directors, employees and your/their families).

In order to carry out the services of the engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

Cloud computing

We utilise cloud computing services provided by, but not limited to, Xero, MYOB and Microsoft. These companies utilise data centres in Australia and the United States where your data may be sent.

Limitation of Liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

Our liability may also be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <http://www.psc.gov.au>

Ownership of documents

All original documents that we obtain from you remain your property. However, you agree that we may make a reasonable number of copies of the original documents for our records and to provide the services to you.

We retain all copyright in any document prepared by us during the course of carrying out the services provided for you, save for where the law specifically provides otherwise.

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

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.

Consent

From time to time we may contact you with information or updates by email, post, phone or text. If you do not wish to hear from us in this way, you can opt-out at any-time by contacting us directly.

Termination

You may terminate this contract at any time. At termination, you are required to pay our accounts for services provided and out of pocket expenses incurred, up to the date of termination.