



Flourishing Figures
 incorporating
Mick Mahoney & Associates
 ABN: 38 618 104 840

1300 865 624 | info@ff.tax
flourishingfigures.com.au

Dear Client,

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

In this letter, “we”, “our” and “us” means **Flourishing Figures Pty Ltd ABN 38 618 104 840** and “you”, “your” and “I” means you, the client requesting our services. You agree that all the services we provide shall be subject to the terms and conditions contained in this letter of engagement (“**Terms of Engagement**”). These Terms of Engagement constitute a legally binding agreement between you and us. If you do not agree to be bound by these Terms of Engagement, you should not proceed to engage our services. By engaging our Services, you also agree to comply with our Privacy Policy and our Website Terms of Use

Objectives, Scope and Output of our Engagement

Our engagement will start on the date you sign these Terms of Engagement.

Scope of Engagement

You have requested that we provide the following professional services to you (“**Services**”):

- + Individual Tax Return

If we agree to carry out additional services for you, we will provide you with a new or amended engagement letter. Only the Services which are listed above are included within the scope of our engagement. If there is additional work that you wish us to carry out which is not listed above, please let us know and we will discuss with you whether that additional work can be included in this engagement.

We will provide our Services to you in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB) and all applicable law, including (if applicable) the Australian Consumer Law.

Note that no audit or review will be performed by us and, accordingly, no assurance will be expressed. Unless otherwise agreed, our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur. However, we will inform you if we become aware of such matters.

The intended use of the outputs of this service, are for your personal needs and your bank.

We disclaim any assumption of responsibility or liability for any reliance on our professional services by any party other than those specified or agreed, and for any purpose other than that stated above.

Where appropriate, our report will contain a disclaimer to this effect.

Liability limited by a scheme approved under Professional Standards Legislation
 Chartered Accountant & Registered Tax Agent

Cowes 1/74 Chapel St / PO Box 861, Cowes Vic 3922
Lang Lang 1 Cambridge St / PO Box 42, Lang Lang Vic 3984
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Fees

Wherever possible, we will charge you at a fixed fee and our pricing can be found on our website.

You will be charged as follows:

- + On completion and before lodgement; or
- + Fee From Refund (when available and for a service charge of \$35, including GST)

Our fee estimate may be subject to change if either of the following circumstances should occur:

- + You do not provide us with all requested information in a timely manner; or
- + Additional work is required, which was not advised of initially.

Your Responsibilities

You agree that you will provide us with complete, clear, accurate, meaningful and timely instructions upon our request, and all information and documents requested by us, or necessary for us to carry out the work you have engaged us to carry out. You are required to arrange for reasonable access by us to all relevant individuals and documents as required by us to perform the Services, and you agree that you shall be responsible for both the completeness and accuracy of the information supplied to us. ("Inputs")

We are not liable for any errors or discrepancies in our services where you fail to provide us with complete, clear, accurate, meaningful or timely Inputs. You indemnify us and release and hold us harmless for any loss, liability, damage or claim where caused by your failure to provide the Inputs in the manner required under this letter.

Confidentiality

We agree to keep secret and protect and preserve the confidential nature and secrecy of information provided by you which is not generally available to the public, 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 undertaken by our regulatory body the Chartered Accountants Australia New Zealand (CA ANZ), which monitors compliance with professional standards by its members. By engaging our Services you acknowledge that, if requested, our files relating to this engagement may 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 purposes, to mention that you are a client but not so as to disclose any of your confidential information.



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Privacy

In order to carry out our Services 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 information about you.

We will comply with the provisions of the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles* when collecting, storing and processing personal information about you and where it applies, third parties associated with you (such as your directors and employees and your/their families), and with our Privacy Policy.

Where you disclose personal information regarding a third party (including your directors and employees), you warrant 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. You agree to indemnify us for any loss, liability or damage in respect of any claim made against us by any third party in respect of their personal information provided to us by you.

Cloud computing

We utilise cloud computing services provided by various online business. They may utilise data centres in other countries where your data may be sent.

While we take all reasonable steps to ensure the security of all information we collect and that it is stored in a password protected file, no data transmission over the internet or information stored on servers accessible through the internet can be guaranteed to be fully secure.

Complaints

If you are unsatisfied with the performance of the Services for any reason you should let us know by submitting a complaint to us in writing. We agree to promptly investigate all complaints and allegations.

Where the results of our investigation indicate that the complaint is wholly or partly justified we agree to take appropriate measures, as may be available, to resolve and settle your complaint. Such measures may include: remedial work, an apology, the reduction or refund of fees, the provision of information or otherwise.

Limitation of Liability

We will provide our Services with reasonable care and skill and in accordance with our ethical and compliance obligations required by the APESB. Except as may be excluded under law, our liability in respect of the Services is limited to the cost of those services.



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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>

Indemnity

In addition to the specific indemnities provided by you in these Terms of Engagement, you agree to indemnify us and our officers, employees, agents, contractors and consultants from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with you in respect of any loss, death, injury, illness, damages, costs or expenses (but excluding consequential financial loss) where caused by your failure to comply with these Terms of Engagement and/or your reliance on the Services, whether in accordance with these Terms or Conditions or otherwise.

Ownership of documents

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

We retain all copyright in any document prepared by us during the course of carrying out our Services 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 our engagement by you, for you, until all outstanding fees and disbursements owed by you to us are paid to us in full.

Governing Law

These Terms of Engagement are governed by the laws in force in the State of Victoria, Australia

Acceptance of Terms

Please indicate by signing and returning to us a signed copy of this letter, your acceptance of these Terms of Engagement.

Yours sincerely,

Shelley Beilharz CA
 Flourishing Figures Pty Ltd

I agree to be bound by these Terms of Engagement

 Name:

Date: