

Real Balance Business Consulting

TERMS & CONDITIONS

Our Obligations to our Clients

Our conduct as a Public Practice CPA firm and BAS agent, is regulated by CPA Australia, (www.cpaaustralia.com.au), the Tax Practitioners Board (TPB) and by the Code of Professional Conduct (Code), a legislated code that sets out the professional and ethical standards required of tax agents and BAS agents. The Code imposes a number of core principles on BAS agents, including:

- Honesty, Trust and Integrity;
- Independence;
- Confidentiality;
- Competence;
- Other responsibilities, including upholding the proper administration of taxation laws, maintaining professional indemnity insurance, and responding to requests and directions from the TPB.

By visiting the TPB's web site at www.tpb.gov.au, you can find out further information about the TPB and the Code. You can also access an online BAS agent register, where you can view our BAS agent registration details.

As a client, one of the benefits of using a BAS agent is the ability to make use of the so-called 'Safe Harbour' provisions. Broadly, this means that ATO penalties will no longer apply to you where:

- a false or misleading statement is made carelessly, provided you have taken reasonable care to comply with your tax obligations by giving your BAS agent the information necessary to make the statement;
- a document (such as a return, notice or statement) is not lodged on time in the approved form due to a BAS agent's carelessness, provided you gave the agent the necessary information in sufficient time to lodge the document on time and in the approved form.

It is your responsibility to make all relevant information available to us in a complete and timely manner.

While we may seek clarification of some matters where there is a need to do so, we will not audit the information provided by you

There are civil penalties for false and misleading statements made to the taxation authorities or for actions which obstruct the proper administration of taxation laws.

As our firm is not being engaged to conduct a statutory audit of the financial records, we will not express an opinion as to the truth and fairness of the financial statements.

Information Relating to Your Affairs

At Real Balance Business Consulting, we do not use the services of any third-party contractors to perform the services we are engaged to perform for you and your entities. All contacts within Real Balance are employees.

Additionally, from time to time, we may engage external IT service providers (including “cloud computing” providers such as Banking Institutions Dropbox, Quickbooks Online, MYOB, Xero etc.) in the performance of services under our engagement with you and your entities. You hereby authorise us and our third-party providers to disclose information relating to your and your entities' affairs to all such external IT service providers as we or our third-party contractors may see fit.

By purchasing, subscribing and using online/internet connected products and services, you agree to the terms and conditions set out in their relevant documentation.

Please review the terms and conditions carefully, as they outline your rights and obligations relating to their products and services.

MYOB: <https://www.myob.com/au/support/customer-service/myob-legal-notice>

Quickbooks Online: <https://quickbooks.intuit.com/au/terms/>

Xero: <https://www.xero.com/au/about/terms/>

Disbursements

Certain disbursements may be incurred from external suppliers (couriers, ASIC fees, other Government fees etc), which will be charged to you at cost plus GST.

Any approved expense incurred by Real Balance Business Consulting including without limitation: advertising, travel, accommodation and pre employment medicals, psychometric testing, police checks, PPE and inductions if expressly nominated and drug and alcohol testing.

Non-Solicitation of Real Balance employees

The Client shall not solicit Real Balance employees.

In the event that you offer a Real Balance employee a role within your business, the Client or any other person or body to whom the Client has introduced the employee, the Client will be charged a fee based on the Standard Fee Structure.

You must pay Real Balance fees relating to Permanent Recruitment (**Perm Fee**) in accordance with these Terms, unless otherwise specified in a relevant Engagement Letter. The Perm Fee payable is calculated based on an agreed percentage of the candidate's annual commencing salary package. Annual commencing salary will be taken to include wages/salary, superannuation, allowances, guaranteed bonuses and commissions, and non-cash benefits, which form an integral part of the remuneration package. The provision of a motor vehicle will be valued at the cashed-out equivalent of the vehicle.

Perm Fee(s) will be calculated as follows:	
Salaries up to \$49,999	15%
\$50,000 to \$75,000	18%
\$75,001 to \$130,000	21%
\$130,001 and above	25%

The Perm Fee is payable whether you engage us on a retained or exclusive or standard basis. Payment terms are strictly 14 days from date of invoice. Where payment of an invoice is late, Real Balance reserves the right to withhold services and to charge a late payment fee of the CBA Business Options Prime Rate plus 3%, calculated on the outstanding balance on a compounding monthly basis.

Permanent Placement Employees will become your sole responsibility as of transfer date. You will be responsible for:

- Payment of Wage/Salary, applicable Taxes and Superannuation.
- Termination and unemployment costs
- Further training, education, qualifications
- Ensure your staff are covered for Workers Compensation and relevant insurances.
- Assist with legal requirements to provide information and/or deductions from their pay to Centrelink, Child Support and the Australian Taxation Office.
- Administer any matters relating to their employment.

Ownership of Documents and Software

The Tax Practitioners Board (TPB) has provided practical assistance and explanation on the subject of BAS agents claiming a lien over client property in instances where there may be outstanding fees owing by you to Real Balance. Our firm has adopted the TPB's recommendations.

The following items are said to likely belong to you irrespective of whether there are outstanding fees owing to Real Balance Business Consulting:

- source documents e.g. bank statements, receipts, invoices, loan documents;
- correspondence between the ATO and you;
- software licensed in your name.

The following items are said to likely belong to the client only where there are no outstanding fees owing to the BAS agent for labour expended in respect to these items:

- letters of advice, books of accounts, returns and financial statements;
- the accounting software file containing the client's data

Working documents of Real Balance Business Consulting would not belong to you unless you have specifically instructed us to prepare such drafts and have paid for them.

Real Balance Staff

Our firm may utilise different employees to carry out our engagement with you. Our employees have signed contractual agreements in place with us which preclude them from accepting employment or contracting directly with you.

You should always feel free to raise directly with us any questions or concerns that may arise in relation to the persons we assign to our engagement with you.

TERMS & CONDITIONS – CPA Australia, Australian Taxation Office, Tax Practitioners Board

The above scope of works is contingent on the following:

- This work will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB) and CPA Australia and with specify relevant legislation (if applicable). ***Information acquired by us in the course of the engagement is subject to strict confidentiality requirements.***
- Our files may, however, be subject to review as part of the quality control review program of CPA Australia, which monitors compliance with professional standards by its members. We advise you that by signing this engagement letter, 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.
- The directors and / or proprietors of the client have made the decision to engage Real Balance to process accounts utilising Xero Accounting.
- A data file integrity review may be conducted on the business' accounting system prior to commencement, if considered appropriate in the circumstances.
- All financial/accounts information to support the accounts is to be made available in a timely manner in order to complete the requested tasks. This includes but is not limited to: bank statements, purchase invoices, sales documentation, any loan statements and staff payroll & employment documentation. Incomplete or inaccurate information provided to us may affect our ability to deliver the services for which we were engaged.
- Our engagement is to provide services referred to in this engagement letter, we will NOT and cannot be held responsible for any financial errors or omissions, irregularities or illegal acts such as fraud or misappropriation which may exist as a result of the actions of your previous staff or any other consultant or expert appointed at any time. Any errors and or omissions that come to our attention will be disclosed to you. As a CPA practice and BAS Agent, we will take reasonable care to ensure all GST obligations are applied correctly.

Signed _____ Dated _____

- The engagement is with Real Balance Business Consulting. We will ensure that capable and competent people are assigned to your work/project and may be required to change or vary an individual at any time.

- Conflicts of Interest – Under Code Item 5, as a BAS Agent, we will disclose any conflict as soon as we are aware. This includes: representing two business clients where competing interests in the same areas/transactions occur.
- All documentation held or acquired by Real Balance in the course of the engagement and all communication will be maintained in the strictest of confidence in accordance with the rules of CPA Australia.
- Fees are agreed upon prior to our commencement and are based upon varying factors including but not limited to time, labour involved and skill requisite to perform the services properly. Any additional work that is to be billed outside the scope of works, will be negotiated prior to undertaking the new project.
- If a dispute arises, the parties agree first to try in good faith to settle the dispute, if that fails, they may proceed to mediation before resorting to arbitration, litigation, or other dispute resolution procedure as agreed.
- Both parties agree that any information acquired or produced in connection with this engagement shall be regarded as confidential information. All confidential information shall not be disclosed or indirectly disclosed to any person. No confidential information will be copied, memorised, reversed engineered or in any matter reproduced. Any information generally available in the public domain is fair game.

You as the client must:

- Comply with all obligations it has under the WHS Act as a person conducting a business or undertaking relevant to it's workers, which include Real Balance staff
- Supervise and give clear and effective direction
- Provide and maintain a safe workplace or other work environment for Real Balance staff
- Unless agreed otherwise, provide adequate personal protective equipment for each Real Balance team member to perform the duties required
- Allow Real Balance or a representative of Real Balance unfettered access to your worksite or other workplace where Real balance will be performing work for the purposes of monitoring actual tasks being performed, and workplace health and safety
- Notify Real Balance immediately upon the occurrence of any accident or incident involving a Real Balance employee

Real Balance will:

- Real Balance will take out and maintain Workers Compensation Insurance in respect to Real Balance employees
- Real Balance may, in its absolute discretion and without penalty or liability, withdraw any employee from an engagement with you for any reason or without cause immediately upon notice to you.
- In the event that a Real Balance employee ceases to be employed by Real Balance, we will appoint a suitably qualified employee to continue with the assignment

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such

event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of Australia govern these terms and conditions. By accessing our website, social media accounts and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

Failure of Real Balance Business Consulting to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of Real Balance Business Consulting.

Notification of Changes

Real Balance Business Consulting reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home pages and on other key pages on our website. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the agreement between the Client and Real Balance Business Consulting. Your accessing of our website and/or undertaking of our services and or packages, indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

Copyright Notice

Copyright and other relevant intellectual property rights exist on all text and graphics relating to Real Balance Business Consulting's services and the full content of our website and social media accounts.

Under CPA Australia

Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we may, as part of our responsibilities as a Member in Public Practice, take steps and actions as set out in Section 225 of the Code, "Responding to Non-Compliance with Laws and Regulations". These include but are not limited to the following:

During the course of our engagement, if we identify or suspect that non-compliance with laws or regulations has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance with which may be fundamental to the operating aspects of your business, to the clients ability to continue its business or to avoid material penalty, we will discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate, to enable you to rectify, remediate or mitigate the consequences of the identified or suspected non-compliance or deter the commission of the non-compliance where it has not yet occurred.

We will consider whether to communicate the non-compliance or suspected non-compliance with the clients external auditor, unless prohibited by law or regulation. We will also consider, based on materiality and/or significance of the matter, whether further action is needed in the public interest. Further action may include disclosing the matter to an appropriate authority even when there is no legal or regulatory requirement to do so or withdrawing from the engagement and the professional relationship where permitted by law or regulation.

Where appropriate we will inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of a law or regulation that would cause substantial harm to investors, creditors, employees or the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.

We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of CPA Australia which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

Any advice given to you is only an opinion based on our knowledge of your particular circumstances. You or your staff are responsible for maintaining and regularly balancing all books of accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years.

You are responsible for ensuring that your business activities are conducted in accordance with laws and regulations. You are also responsible for identifying and addressing any non-compliance by you, by an individual charged with governance of the entity, by a member of management, or by other individuals working for or under the direction of the client.

As a taxpayer you are responsible under self-assessment to keep full and proper records in order to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

Failure to keep appropriate records on tax claims may involve imposition of penalties and interest, including not maintaining the appropriate records and documents for up to five years. Where those assessments submitted later found to be incorrect, the Commissioner may amend your income tax assessments. In addition to any tax assessed, you may be liable for penalties and interest charges

Involvement of Others

Where, as part of our engagement, the services of an external consultant or expert are required, an estimated cost and timeframe and involvement will be provided to you for your approval. Any engagement with an external consultant that may be required, should take reasonable steps to ensure that the Australian Privacy Principles are complied with by any Australian or overseas recipients of the Personal Information.

Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: psc.gov.au.