

# Waterhouse Chartered Accountants

## STANDARD TERMS AND CONDITIONS RELATING TO PROFESSIONAL ENGAGEMENTS

Effective from 1 October 2020

### 1. THIS AGREEMENT

This schedule sets out the Standard Terms and Conditions on which we will provide services to you. When these Terms and Conditions are issued with an engagement letter the combined documents form the contract, also referred to as the Agreement, between you and us. Where there is any inconsistency between the engagement letter and these Terms and Conditions, the letter will prevail. If you instruct us in matters after receipt of the Agreement, you will be taken to have accepted the Agreement and the Terms and Conditions which are set out in it.

### 2. TERM

This Agreement starts on the date that you sign and return the Acknowledgement Advice to us, when you otherwise advise us in writing or when you provide us with instructions after the date of this letter. This Agreement terminates when either:

- we have completed providing the services to you; or
  - the services are terminated either by you or by us,
- and you have paid us fees rendered in respect of services provided in respect of the engagement.

Standard Terms and Conditions are periodically updated. Our latest Standard Terms and Conditions are available on our website at [www.waterhouseca.com.au](http://www.waterhouseca.com.au). Due to the logistical problems involved, we do not advise clients when changes occur in the Standard Terms and Conditions occur and ask that you regularly refer to our website.

### 3. OUR SERVICES

We will provide services to you in accordance with this Agreement and with the degree of skill, care and diligence expected of a professional firm delivering similar kinds of services.

### 4. TAXATION SERVICES

Where our Agreement involves us providing taxation services, the responsibility for the accuracy and the completeness of the particulars and information provided by you in respect of taxation services rests with you.

It is your obligation, under Australia's self-assessment regime, to keep full and proper records in order to facilitate the preparation of accurate returns to the Australian Taxation Office.

Where we provide taxation advice, that advice represents our opinion which has been formed based on our knowledge of your particular circumstances.

We will not provide taxation services to you if we discover, or form an opinion that, the information on which the taxation service is to be based contains false or misleading information or omits material information that you are not prepared to appropriately amend.

### 5. FEE ACCOUNTS AND TERMS

Our fee accounts for professional services are rendered as and when substantial work is performed and often on an interim basis as opposed to at the completion of particular tasks. We require payment within 14 days of the issue of our invoices.

Fees can be paid directly to our bank, by cheque or by the major credit cards. Our bank details for direct payment are:

Account Name: Waterhouse Chartered Accountants  
Bank: Westpac Bank  
BSB: 032-054  
Account Number: 41-6251

*(Please include client name and invoice number in narrations)*

Head Office  
Suite 12 Level 3, Gateway Building  
1 Mona Vale Road  
Mona Vale NSW 2103

Sydney Office  
Level 6  
280 George Street  
Sydney NSW 2000

T 02 8922 7000  
[admin@waterhouseca.com.au](mailto:admin@waterhouseca.com.au)  
[www.waterhouseca.com.au](http://www.waterhouseca.com.au)

ABN: 60 535 258 608

Where payment is not received within 14 days of the date of the invoice, a credit card processing fee applies to credit card payments. The processing fee is currently 1.35% (Visa, American Express and MasterCard), inclusive of GST.

Unless we expressly agree otherwise in writing, we expect payment from you notwithstanding the fact that our fees may be recoverable from insurance, settlement or other sources. We reserve the right to impose interest at a rate of ten percent (10%) per annum for any past due amounts.

## 6. DISBURSEMENTS

Disbursements represent out-of-pocket payments made by us on your behalf and, unless you are requested to pay such items directly, may include such items as photocopying, courier, postage, filing fees and other applicable costs.

Occasionally, we may contract with outside parties for services in connection with our professional engagement on your behalf (subject to prior written approval by you). If we do, we may forward the invoice to you and request payment be made directly to the supplier.

Where we incur disbursements on your behalf we will charge you the GST inclusive amount of those expenses less any input tax credits which we are entitled to.

Where we incur any disbursements as your agent we will charge you the GST inclusive cost of those disbursements and provide you with sufficient information to enable you to claim an input tax credit in respect of them (if you are entitled to claim such input tax credit).

## 7. RETAINER

For new engagements, we require payment of a retainer equal to 50% of the initial cost estimate of the particular engagement. The retainer is made payable to Waterhouse Chartered Accountants and will be applied by us towards the payment of our professional fees, costs and disbursements as they are incurred and made.

You may be requested to periodically pay additional advance retainers in amounts at our discretion provided those amounts are reasonably related to the work to be undertaken during a period or on a mutually agreed basis.

When we finish work on your engagement we will return to you any remaining portion of the retainer after all professional fees, costs and disbursements have been paid.

## 8. ESTIMATES OF PROFESSIONAL FEES

You may request an estimate of the professional fees and costs of particular engagements. We are pleased to provide such estimates on the basis that they are not taken to be a guarantee of the final fees in respect of the specific engagement.

Accordingly, unless we specifically agree in writing, no written or oral statement regarding fees and costs in connection with a particular engagement, whether expressly stated as an estimate or not, shall be deemed to limit or "cap" our professional fees and costs.

## 9. CONFIDENTIALITY

Except as set out in this section, you agree and we agree to protect and keep confidential any confidential information that is given by one of us to the other.

We will only use your confidential information to provide our services to you. Where required, we may disclose your confidential information to legal advisers, insurers, entities to whom we are legally compelled to make disclosures and any other parties properly authorised by you. You may make similar disclosures of confidential information received from us in the course of the engagement.

Unless required by law, we will not disclose to revenue authorities any opinions or written advices of third parties without the express consent of that third party, and will notify you of such disclosure provided the law does not prohibit us from doing so.

Occasionally, we use personal information to send you marketing and other communications. On request, we will not send you marketing information.

The conduct of this engagement, in accordance with the relevant standards and ethical requirements of CA ANZ, means that 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 CA ANZ which monitors compliance with professional standards by its members. By accepting this Agreement, you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

## 10. INTELLECTUAL PROPERTY RIGHTS

We retain all copyright (and other intellectual property rights) in everything we develop (or are involved in developing) either before or during the course of an engagement, including systems, methodologies, software, know-how, all reports, written advice or other deliverables we provide to you.

All working papers prepared by us in connection with this engagement remain our property.

You have the right to use or reproduce any report prepared for you by us provided this concurs with the purpose for which the report was written.

We reserve the right to exercise a lien on all funds, records, documents and files held by the firm in relation to any outstanding payments due from you for any services rendered by the firm or otherwise related.

## 11. PRIVACY ACT

During the course of our engagement, we may have access to and collect personal and sensitive information concerning you and your related entities. Our retention, disclosure or other dealings with such information is subject to the provisions of the *Privacy Act 1988*.

We have established policies and procedures in accordance with the 13 Australian Privacy Principles (APPs) required under the *Privacy Amendment (Private Sector) Act 2000*.

We also refer to our Privacy Statement, which can be located on our firm website ([www.waterhouseca.com.au](http://www.waterhouseca.com.au)).

## 12. EMAIL

You agree that we may communicate with you using electronic media. You acknowledge that electronic media is inherently insecure, may be intercepted, may not be delivered and may contain viruses. Neither of us is responsible for loss suffered in connection with the use of such electronic means.

## 13. MUTUAL RESPONSIBILITIES

We will provide our services that, in our professional judgement, are appropriate for this engagement and in accordance with applicable legal and ethical standards. You agree that either yourself or appropriate representatives will be reasonably available to confer with us upon request, will provide us with such documents and information as you may process or compile relating to the performance of the engagement, will disclose all facts and circumstances of which you are aware that may bear upon the engagement, will promptly pay our professional fees in accordance with the terms of this correspondence, and will otherwise assist in our efforts as we reasonably request.

Where we are provided with information either by you or compiled by others, unless you have specifically engaged us to verify that information, we will assume and rely on its accuracy and completeness subject to reasonable care. You agree that we are not liable for any loss or damage you or any other person sustains, directly or indirectly, in connection with our reliance on that information.

## 14. CONFLICTS OF INTEREST

As a professional firm we seek to identify potential conflicts of interest among our present and potential clients. We will not provide our professional services to any party with an interest that may be adverse to that of an existing client unless both parties have consented to the proposed engagement of our firm under the applicable circumstances.

## 15. FILE RETENTION

It is our general policy to retain clients' files for a period of five (5) years for individuals and seven (7) years for companies, trusts and superannuation funds (internal and external storage). After this time, we may destroy those files unless you otherwise advise us in writing.

## 16. TERMINATION OF PROFESSIONAL SERVICES

You may choose to terminate our engagement by giving us written notice at any time. If you do so, you shall be obliged to pay our fees for work done and for other charges incurred up to the time of the termination. Subject to fulfilling our professional responsibilities, we may terminate our engagement at any time by giving you reasonable notice or if our fees are not paid when due.

## 17. LIMITATION OF LIABILITY

Under the Professional Standards Act 1994 (NSW) and the Scheme approved under that Act, that our liability, including that of the

firm, its partners, associates and employees or contractors is limited to a maximum sum of \$1 million, where the professional fee for the engagement is up to \$100,000, or ten times the fee (subject to a \$20 million ceiling) for professional fees in excess of \$100,000.

You may wish to obtain further information in relation to the Act and the Scheme, including details with respect to specific exclusions in relation thereto. We refer you to the following websites:

*The Professional Standards Council*

[www.lawlink.nsw.gov.au/lawlink/professional\\_standards\\_council](http://www.lawlink.nsw.gov.au/lawlink/professional_standards_council)

*CA ANZ*

[www.charteredaccountantsanz.com](http://www.charteredaccountantsanz.com)

You agree that you have fully considered the limitation of our liability created by this clause. You acknowledge that we have advised you herein that you may wish to obtain legal advice on all questions arising from the terms of our engagement letter and, in particular, the limitation of liability provisions because they may impact on your legal rights.

## 18. THIRD PARTIES

Unless we consent in writing:

- nothing produced by us is to be used or disclosed for any purpose other than its intended purpose. It should not be referred to in any document other than as agreed, and not provided to any person other than your professional advisors and representatives;
- nothing produced by us may be relied on by anyone other than you; and
- you may not name us or refer to us or our work in any written work (other than to your professional advisors) except as may be required by law.

You may provide a copy of work produced to your professional advisors provided that each advisor is aware of the limits placed on our work and that they treat our work as confidential and do not use or disclose any of the work produced in a way that it is not consistent with its purpose.

You may provide copies of our work to anyone else with our written permission. We may require such third parties to sign an agreement as to their use of our work.

We are not responsible to anyone (other than you) who obtains access to anything produced by us without our prior written permission.

## 19. SEVERABILITY

We agree that each of the promises and undertakings given in this engagement are independent from one another and severable.

## 20. DELAYS

In no event shall Waterhouse Chartered Accountants, its partners, directors, staff, agents and associates (together "the Waterhouse Chartered Accountants Persons") be liable for any failure or delay

in providing the services if caused or contributed to, by an act or event (including the non-performance of your obligations) that is beyond the control of the Waterhouse Chartered Accountants Persons or was not foreseen at the time of entering into our engagement.

We will advise you of any delays and causes. However, you agree that we shall be entitled to review our fees where some delays occur.

## 21. TERMS OF BUSINESS

In no event shall Waterhouse Chartered Accountants, its partners, directors, staff, agents and associates (together “the Waterhouse Chartered Accountants Persons”) be liable for any losses, damages, costs or expenses arising out of error due to the provision to us of false, misleading or incomplete information or documentation or due to any acts or omissions of any other persons.

As further consideration for our agreement to provide these services, you agree to indemnify and hold harmless the Waterhouse Chartered Accountants Persons against and from all actions, claims, proceedings, losses, damages, costs and expenses, of any nature and howsoever arising (“loss”), which the Waterhouse Chartered Accountants Persons may suffer or incur, directly or indirectly, in connection with the provision of services, except where, and only to the extent thereof, the loss is found, after all processes have been exhausted, terminated or abandoned, to have resulted from the negligence or wilful misconduct of personnel.

You agree that you have fully considered the provisions of this section and all the other provisions of this engagement and that they are reasonable in light of all factors relating to the transaction and our proposed engagement.

## 22. GOVERNING LAW AND JURISDICTION

This engagement, the contract arising from it and all aspects of this engagement, including the performance of work for you are governed by the laws of New South Wales and you agree to be bound by the laws of New South Wales.

Both you and we irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales, notwithstanding that your activities, or any part of the work we do, or your acceptance of these terms of engagement may take place outside the State of New South Wales.

## 23. RELATIONSHIP TO CLIENT

We provide our services under the engagement as an independent contractor and accordingly nothing shall be construed to create a partnership, joint venture or other relationship unless specifically acknowledged by us in writing. No party has the right, power or authority to oblige or bind the other in any manner.

## 24. OUTSOURCING

In the event that Waterhouse Chartered Accountant determines a need to outsource any work to a third party such as bookkeepers, contractors, remote hosting, superannuation administration providers, or other external service providers, Waterhouse Chartered Accountants will undertake any outsourcing in

accordance with the Accounting Professional & Ethical Standards Board (APESB) guidelines and will ensure any information provided will be dealt with in accordance with the *Privacy Act* requirements. By signing the engagement letter you agree to Waterhouse Chartered Accountants using an external service provider if considered by Waterhouse Chartered Accountants to be appropriate and efficient for your circumstances.

## 25. ASSIGNMENT

This Agreement may not be transferred, assigned nor novated without the prior written agreement between you and us. We may assign this Agreement to any successor to our business.

## 26. DEFINITIONS

### Confidential Information

Includes any document, information or other material which has been gathered as part of our engagement.

### CA ANZ

Means Chartered Accountants Australia & New Zealand, 33 Erskine Street Sydney [www.charteredaccountantsanz.com](http://www.charteredaccountantsanz.com).

### Professional Service

Means services requiring accountancy or related skills performed by us and includes accounting, auditing, taxation, management consulting and financial management services.

### Revenue Authorities

Includes various levels of government authorities or similar institutions which have legislative powers to impose and/or collect taxes.

### Taxation Service

Means any service relating to ascertaining a client’s or employer’s tax liabilities or entitlements or satisfying their obligations under a taxation law, provided under circumstances where they can reasonably expect to rely on those services. This includes:

- preparation of a return, notice, statement, application or other document for lodgement with a revenue authority and responding on behalf of a client or employer to requests for further information from a revenue authority;
- preparation of tax calculations to be used as the basis for the accounting entries in the financial statements;
- provision of tax planning and other tax advisory services; and/or
- assisting a client or employer in the resolution of tax disputes.