

Engagement of Ascendia by:

Thank you for choosing **Ascendia**. Having a good and effective working relationship with you is very important to both of us. It can save us both time and money and is an important part of your financial and business success.

The purpose of these services is to assist you, as applicable, in the prudent and responsible management and planning of your business, SMSF and personal ATO and ASIC compliance obligations. We strive to provide you with the services you require to meet your compliance obligations with the ATO and ASIC in an efficient and effective manner, with the minimum of your effort, concern and expense. If you have any questions or comments about our service at any time during our service relationship with you - please don't hesitate to raise these with your Business Managers directly.

This letter is our professional engagement letter that outlines for you the nature and limitations of the Ascendia Professional Services, and our terms of trade and credit, that we herein agree to provide you.

## **ASCENDIA PROFESSIONAL SERVICE ENGAGEMENT – SUMMARY**

### **A. Core Compliance Services > Herein Engaged**

This engagement includes the Core Professional Services you require for meeting your compliance requirements as applicable with either the **ATO and / or ASIC**.

These services are provided by the relevant licensed Ascendia business as required by Australian Law – Accountants (Noosa, Maroochydore or Brisbane as applicable), Lawyers or Investment Managers. **These services are:**

- 1. Core Accountant & Tax Agent Service (Ascendia Accountants) –as applicable– prepared for your review & authorisation:**
  - Financial Accounts & ATO Compliance Reporting Services for Individual, Company, Trust, SMSF etc.
  - Tax Management Service
  - ASIC Annual Company Reporting – where required information is available to us
- 2. Core Compliance Law Service (Ascendia Lawyers) –as applicable– prepared for your review & authorisation:**
  - Div7a Loan Agreements – Mandatory ATO Requirement – where required information provided to us in writing.
  - Update of Major Company, Trust or SMSF Constitutions – as may be needed - from time to time - to reduce the risk of these being legally ineffective / out of date as per our advice.
  - Renewal and Administration of Registered Business Name – where Business Name Registration information provided to us in writing.
  - Update of SMSF Death Benefit Nominations – where Ascendia undertakes SMSF Accounts Preparation.
- 3. SMSF Investment Strategy Service (Ascendia Investment Managers) –as applicable– for review & authorisation:**
  - Update of SMSF Investment Strategy Only – where we undertake SMSF Accounts Preparation.

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#### **contact & mail centre**

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## **B. Additional Ascendia Services > Available On Request and / or Specific Subsequent Engagement:**

This engagement also includes additional professional services that you or your business may also require from time to time and ***which you can request*** and / or engage us to provide as applicable. **These services are:**

- 1. Additional Accountant & Tax Agent & Bookkeeping Service – as and when requested - include:**
  - Additional ATO Compliance Services, as applicable, where not initially engaged, including BAS, IAS, FBT, Annual PAYG lodgment etc.
  - P&L for Sale.
  - Bank Reporting –Initial and Recurring -.when requested in writing.
  - State Government Obligation Reporting and Correspondence as applicable including Payroll Tax, Land Tax, QBCC Report, but excluding Audit Services -.when requested in writing.
  - Audit Services incl. Lawyer, Accountant, Real Estate, Letting Agent Trust Account and Report to State Government -- when requested on specific purpose engagement letter.
  - Financial Due Diligence Reporting for Purchaser or Financier – when requested on specific purpose engagement letter.
  - **Bookkeeping Service.**(which has separate terms of service to our accountants service per page 4 and 7.
- 2. Additional Legal Services – when *separate formal legal engagement* entered into – include:**
  - Establishment / Changes / Wind-Up, Vesting & De-Registration > Company, Unit or Discretionary Trust, Partnership, Bare Trust, SMSF and governing agreements, changes to shareholders etc.
  - Conveyancing – including Commercial Property and SMSF property with Bare Trust / Debt.
  - Estates Advice and Implementation > understanding multiple entities including SMSF's.
  - Sub-contactor Agreements, Property Leases, Equipment Leases > to ATO requirements
  - Maintenance & administration in respect of Personal Property & Security Register > to protect your property
  - Review & Document Terms of Trade & Credit & Register security > to get paid
  - Transfer / sale / review of ownership of assets of a company, trust or partnership - including real estate, plant and equipment, business name etc. > to know who owns that asset.
- 3. Additional Investment & Financial Services – *upon separate service engagement as indicated below* – include:**
  - Investment & Financial Advice for SMSF, superannuation, portfolio, financial, insurance, tax effective investing etc.- as requested in writing.
  - Comprehensive Investment Portfolio Management Services – when requested in writing, including Authority To Proceed as required by ASIC.
  - Centre link Age Pension Administration, Estimates and Advice – when requested in writing.
  - Provision of *execution only* financial or investment services - as directed by you, when requested in writing.

## **C. How to > Request Ascendia Service or Engage Us to Provide a Service / Get us to Stop Providing a Service:**

A simple email, or a verbal request, or forwarding of a requirement you have (made by the ATO or Bank for instance) by, or authorised by you, is sufficient to engage the relevant service.

Accordingly, a request for a service or engagement of a service, is acceptance by you / your agent(s) or employee(s) of the scope and terms of the service, includes, unless otherwise indicated in this or updated engagement letters:

- Verbal or email requests to our Staff / Director to undertake work on your behalf.
- Conduct towards us, showing you have cooperated in our undertaking service for you, including provision or access to us of a data file(s), records, documents, or responses to queries or explanations relating to the provision of our services in respect of any entities in your client group,
- Pursuant to meeting one of *your* ATO, ASIC, SMSF or Office of State Revenue / State Government Tax or other Government or regulator compliance reporting obligations - our provision of services required in our professional opinion to discharge this obligation.

Similarly, stopping our service requires no formal letter and is simple too. Accordingly a request for a service or engagement of a service, and resulting obligations and responsibilities outlined, will cease where:

- You have notified us in writing that you no longer require a service; or
- Your conduct alone indicates that you are not responding to and are not facilitating a provision of a service; or
- Ethical, Commercial or Legal concerns or constraints (as determined in Ascendia's opinion) prevent us from providing a service to you.

*Please refer to page 3 onwards for detail about the services, including Scope of Service, Service Process, Terms of Service, and Fees etc.*

## PURPOSE, SCOPE & OUTPUT OF THE ASCENDIA ENGAGEMENT

### PUBLIC ACCOUNTANT & TAX AGENT SERVICE

#### 1. Core Accountant & Tax Agent Service

**Ascendia Accountants** (Noosa, Maroochydore or Brisbane, as applicable) will provide and be responsible for the following accountancy and tax agents' services, for the entities listed above:

- Preparation of the Annual Financial Statements for Company, Discretionary / Family Trust, Partnership, Unit Trust, Self Managed Super Fund, etc.
- Preparation and lodgment of Income Tax Returns
- Provision of information and communication to the ATO to meet ATO Compliance Requirements. *Where ATO requests for information and / or ATO inquiries are substantial or the response requires the provision of substantial information - we will consult with you in regards to the response to the ATO.*
- For the purpose of Tax Management and Planning, and to remove tax expense surprises to you *and to save you tax* we provide a Tax Action and Instalment Estimate Report for a current tax year. This service is provided to you proactively by us in accordance with our professional opinion as to the tax management opportunities you may have in a specific year, based on client records available to us and on our review processes at the time.
- As required for compliance purposes, attending to your entities' Annual ASIC Company Compliance Report. This is the reporting to ASIC of confirmation of address, contact details and solvency of your company each year. We understand that we are responsible for the preparation and filing of the stated entities Company Statement, when applicable, with the Australian Securities and Investment Commission from information supplied by you, as well as the preparation of any shareholders and directors resolutions you may request and to assist with the maintenance of the statutory records. Where appropriate, you may request us to act as your registered office.

#### 2. Additional Accountant & Tax Agent Service > Available As Requested from Ascendia Accountants

**Ascendia Accountants** (Noosa, Maroochydore or Brisbane as applicable) will, **as requested**, provide and be responsible for the following accountancy services, for the entities listed above:

- As requested, and applicable, Preparation and lodgment of required ATO Compliance Returns and reporting including: *Business Activity Statements, Instalment Activity Statements, Fringe Benefit Tax Returns, Annual Employer PAYG Statements, and so on.*
- As requested, for the purpose of Obtaining Bank Finance or other funding or reporting to financiers and/or investors, preparation and presentation of financial accounts and statements, consolidated reporting (including as requested interim financial statement(s) for required months).
- As requested, for the purpose of Presenting a Business for Sale preparation and presentation of financial accounts and statements, consolidated reporting and adjusted profit & loss reporting.
- As requested, Audit of your Trust Account (where applicable) to meet the requirements of the AFA Act and further reporting requirements as applicable for Solicitors, Accountants, Real Estate Agents, Letting Agents.
- As requested, and applicable, for the purpose of estimating, advising, communicating with or reporting to Office of State Revenue Tax Compliance, relevant State Tax Compliance Statements including: *Payroll Tax Correspondence, Land Tax Correspondence, and so on.*
- As requested, for the purpose of providing as applicable the QBCC Independent Review Audit and Report, undertaking and reporting Audit Activity.
- As requested, for the purpose of providing ongoing Business Management Financial Reporting, advice and/or implementation of business bookkeeping activity.

## PURPOSE, SCOPE & OUTPUT OF THE ASCENDIA ENGAGEMENT (CONT.)

### 3. Bookkeeping Services > Available As Requested from Ascendia Accountants

**Ascendia Accountants** (Noosa, Maroochydore or Brisbane / North Lakes, as applicable) will, *as requested*, provide and be responsible for the *Bookkeeping* for the entities listed above. The service is provided by our Ascendia staff following Ascendia procedures at our Bookkeeper rates outlined below. We ensure that staff are always available, notwithstanding leave or illness, so that service is uninterrupted. Your point of contact (email and phone) is your current accountant. [Please note Bookkeeping Service Process and Scope and terms of our bookkeeping engagement is outlined below.](#)

## LAW SERVICE

### 4. Core Compliance Law Service

Ascendia Accountants are **not** permitted by law, and do not provide any legal services - including preparation of basic compliance loan agreements or transfer of shares - due to standard statutory requirements. *There are however a number of legal services you are required by the ATO & other regulators to access, to manage your tax and business dealings.*

Accordingly to ensure your compliance requirements are met, as part of this engagement, *unless you request otherwise in writing*, **Ascendia Lawyers** will provide and be responsible for the provision of the following basic legal services, for the compliance maintenance of the entities listed above:

- As required for compliance purposes, attending to the Renewal of your Registered Business Name, where we have been supplied your ASIC key for Business Names. This is to ensure your business name registration is renewed as required.
- As required for compliance purposes, attending to the documentation of any Division 7a or Secured Loan Agreement required by the ATO between you or your associates and your entity as advised by Ascendia Accountants. Without this loan agreement, a loan cannot be taken and must be an unfranked dividend as per ATO mandatory requirements.
- As required by the SIS Act, Renewal of your SMSF Death Benefit Nomination(s).
- As required by legislative process and updates, for compliance purposes, Update / Replacement of SMSF Trust Deed(s), Discretionary / Family Trust Deed(s), Company Constitution(s) in accordance with Ascendia Lawyers review processes from time to time.

### 5. Additional Law Service > Available On Request and Separate Engagement with Ascendia Lawyers

Full Commercial, Property and Estates Law Services are available, *as requested and agreed by a separate engagement between you and Ascendia Lawyers* (on Ascendia Lawyers letterhead)

For example:

- Conveyancing > including Commercial Property and SMSF property with Bare Trust / Debt.
- Sub-contractor Agreements, Property Leases, Equipment Leases > to ATO requirements
- Maintenance of Personal Property & Security Register > to protect your property
- Review & Document Terms of Trade & Credit & Register security > to get paid
- Transfer / sale of assets of a company, trust or partnership > including real estate, plant and equipment, business name etc. > to know who owns that asset.
- Estates advice and implementation understanding > multiple entities including SMSF's.
- Probate advice and administration > practical & understanding of business & investments
- Establishment / Changes / Wind-Up & De-Registration > company, unit or discretionary trust, partnership, bare trust, SMSF and governing agreements, changes to shareholders etc.

If you are interested in additional legal services either contact reception or email [Natalie.Grima@ascendia.com.au](mailto:Natalie.Grima@ascendia.com.au) or ask your accountant to get one of the Legal Service staff to give you a call.

## PURPOSE, SCOPE & OUTPUT OF THE ASCENDIA ENGAGEMENT (CONT.)

### INVESTMENT / FINANCIAL ADVICE & MANAGEMENT

Due to statutory requirements since January 1, 2016, unfortunately Accountants cannot provide any financial and investment advice or service about your SMSF -, including, for instance:

- Self managed super advice – even basic advice - such as whether to rollover your super or not and where to
- Whether to start a Self Managed Super Fund or buy a property in your SMSF

#### 6. Core Compliance SMSF Investment Strategy Documentation Service

Accordingly, if you have an SMSF, in respect of any SMSF entity(s) listed above as part of this engagement, **to ensure continuity of compliance service for you**, (*unless you request otherwise in writing*), Ascendia Investment Management Pty Ltd. can and will provide the following basic SMSF / SIS Act compliance service that the ATO mandatorily require each year to ensure your compliance obligations are met, that is:

*As required for ATO and SIS Act compliance purposes, attending to the up-to-date documentation of your Self Managed Super Fund(s) "Investment Strategy".*

(Ascendia Investment Management Pty Ltd is a Corporate Authorised Representative of Ascendia Pty Ltd, which holds an Australian Financial Services License. A Financial Services Guide is available on request and is provided as part of the *Ascendia SMSF Investment Strategy* documentation service).

**Nevertheless, we can assure you that fortunately Public Accountants can and Ascendia Accountants will still provide you with information about your SMSF** including reports from the accounts such as:

- Member balances
- Asset and asset allocation reports
- Tax liabilities.

**Also Ascendia Accountants can and will still provide you with tax advice about your SMSF** including, for instance:

- Whether GST is payable by your SMSF
- In what circumstances and how much GST is payable
- A tax estimate for income tax in your SMSF and resulting instalments
- Whether you would pay more tax in a given scenario within or outside of SMSF environment.

#### 7. Additional Investment & Financial Service – Available as Requested

If you need additional Investment or Financial Services or Advice, such as:

- SMSF - including whether you should rollover? AND Cost-Effective Super Rollover Administration Services
- Whether you should start an SMSF?
- Investment Advice AND Cost-Effective Investment Portfolio Administration Services
- Personal Insurance Review and Administration Services

We refer you to **Ascendia Investment Managers** who can give financial and investment advice and services.

Just call reception or email [info@ascendia.com.au](mailto:info@ascendia.com.au) or ask your accountant to get the relevant staff to contact you. A range of additional licensed financial and investment services are available as requested and agreed by a separate engagement between you and Ascendia Investment Management Pty Ltd.

These services include, but are not limited to:

- Advice for SMSF, superannuation, portfolio, financial, insurance, tax effective investing etc. on a fee for service basis.
- Comprehensive Investment Portfolio Management Services on a fee for service basis.
- Centrelink Age Pension Administration, Estimates and Advice on a fee for service basis
- Provision of *execution only* financial or investment services - as directed by you - where you indicate in writing your instructions to our execution no advice staff. (In this service your instruction or direction is a request for execution only services and acts as acknowledgment that you do not require advice).

## Accountant & Taxation Agent Service Process

Our *Accounting Service* procedures involve the use of Accounting and Tax Advisory expertise to collect, classify and summarise the financial information which you provide us into various types of financial reports to allow you to make reasonable business, SMSF and / or personal plans and decisions about your business, SMSF and / or personal affairs.

We understand that an audit of financial statements is not required and therefore no assurance will be expressed. Our procedures do not in this instance include verification or validation. The separate *Ascendia Audit Services* engagement is available for this service. Please ask one of our partners accordingly.

The involvement of this type of engagement may not disclose fraud, defalcations or other irregularities, which may occur. Material weakness in your accounting or internal control system may not come to our notice and if they do, our staff may not have the specialized accounting or commercial experience to identify the implications of these weaknesses. As such, we will not be able to and cannot be reasonably relied on to identify or advise you of any such weaknesses in your accounting, control or monitoring.

The information will be prepared in accordance with appropriate Accounting Standards and any applicable laws. As stated above, our reports will be prepared for you therefore we disclaim any assumption of responsibility for any reliance on our report by any party other than you or your organization and our report will contain a disclaimer to this effect.

As special purpose financial report(s) are prepared exclusively for your benefit we will often rely on you for both the completeness and accuracy of the information supplied to us and *you are solely responsible in that instance to users of the special purpose financial report* compiled by us. This includes responsibility for the maintenance of adequate accounting records, an adequate internal control structure and the selection and application of appropriate accounting policies. It is your responsibility to provide accurate and appropriate information to allow us to have reasonable grounds for making recommendations. Ascendia accepts no liability for any advice or service given on the basis of inaccurate or incomplete information supplied by you.

The Australian taxation system is based upon Self Assessment. Therefore it will be necessary for you to maintain the appropriate receipts, dockets, cash register tapes and other original items to substantiate any claims for deductions that you might make. Should you be unsure of your responsibilities in this area, please contact us in writing and we will be advise you in writing.

*Our Accountants Services do not include provision of any regulated SMSF, financial or investment advice or superannuation financial services* – we provide only accounting & tax services and advice to SMSF. The Accountants Service also does not extend to any provision of services, structuring or advice on the availability of Centrelink or any other government or independent body funding, pensions, entitlements or other benefits payable to the client. Ascendia Wealth's Financial Services Guide (FSG) provides further information pertaining to the Licensed Investment and Financial Advice and Management Service which are available to you including in respect of SMSF. This FSG is available on request in writing.

*Our Accountants Services also do not include provision of any legal services.* The Ascendia Lawyers service process is available to you accordingly.

We do our best at all times to conduct our services in accordance with the relevant standards and ethical requirements of the Institute of Public Accountants (IPA), Society of Certified Practising Accountants (CPA Australia), and the Taxation Institute of Australia (TIA).

For the continued confidentiality of your affairs, we require you to advise our office in writing if you require at any time the release of information to a third party including (staff employed by yourselves.)

## Bookkeeping Service Process

The service is provided by our Ascendia staff following Ascendia procedures as requested. We ensure that staff are always available, notwithstanding leave or illness, so that service is uninterrupted at all times while our office is open. Your point of contact (email and phone) is your current accountant.

This service provides the bookkeeping ledger and reports required to *enable the Ascendia Accounting Service* to provide your accounting and tax services to a high standard and in a timely fashion without any bookkeeping delays or problems. Our Bookkeeping Service uses XERO, MYOB, Cashbook or other bookkeeping software or systems - to provide to the Accounting Service *general ledger and reports*.

Our Bookkeeping Service is not a standalone service, it is a service for clients using Ascendia's Accounting Service only. Unfortunately our Bookkeeping Service is not able to be a substitute for an Accounting Service or a training or professional development service. This limitation is necessary to keep the service economically viable.

Specifically, the bookkeeping service is limited to the provision of specific bookkeeping services that we need to enable our Accounting Service to fulfill its service obligations, and these bookkeeping services *are not responsible for* and do not include, for example:

- Training, coaching, professional development, investigation(s) or explanation to any party of ledgers, journals, classifications or treatments in bookkeeping or bookkeeping software ledgers or reports. This is available from various private and public training organisations such as TAFE.
- On-selling, re-selling, selling, transfer, provision, copying of software applications, files, services or data files, such as XERO, MYOB or BankLink. This service is available from third party commercial information technology providers.
- Preparation of compliance accounts and provision of adjusting bookkeeping journals to bring the accounts back into line from an accounting and or tax perspective. This service is appropriately available from Ascendia Accountants.

Items will be taken up by the Bookkeeping Service in such a way as to be useful for management reporting and in line with prior practice or the business owners directions, but they are likely *at that stage to not*:

- Have the most appropriate tax compliance treatment (even to apparent expense items)
- Attend to depreciation or asset values
- Bring in reconciled liability accounts such as tax and loans
- Reflect fair and reasonable accounting policy generally.

The bookkeeping ledgers maintained by the Bookkeeping Service will remain this way until the Accounting Service prepares the annual compliance accounts and tax services and provides adjusting bookkeeping journals to bring the accounts back into line from an accounting and or tax perspective. *As a result bookkeeping and related reports for interim periods will need to be used with this Bookkeeping Service Process in mind, that they are not reviewed by an accountant or tax agent until the annual accounts are completed.* This means users of the bookkeeping reporting, such as an accounting service, must make their own determination as to the way bookkeeping reports and general ledgers are used in the preparation of the accounts from a general compliance and tax perspective.

## Legal Service Process

*Ascendia Lawyers is only engaged herein to provide the Core Legal Compliance Services, as applicable, that you require for the purpose of enabling you to meet your compliance requirements with the ATO and ASIC.* (The services are explained at page 4 and all other Ascendia Lawyers terms and conditions of service and credit are outlined at the back of this engagement). Legal services required for your compliance needs can only be provided by a regulated law firm and so we have provided these by Ascendia Lawyers Pty Ltd staff only. *Other than the Core Compliance Legal Services outlined on page 4, all other legal services are by subsequent engagement by you of Ascendia Lawyers separately and directly with staff of Ascendia Lawyers Pty Ltd.*

## Investment & Financial Service Process

*Ascendia Wealth is only engaged herein to provide the Core Compliance SMSF Investment Service, as applicable, that you may require to meet your SMSF compliance obligations with the ATO.* The service is explained at page 5. All other Financial & Investment Services are by subsequent engagement by you of Ascendia Wealth. Please also refer [www.ascendia.com.au](http://www.ascendia.com.au) (investment service pages) or ask us for further information including for a Financial Services Guide. All other Ascendia Wealth service and credit terms are outlined at the back of this engagement.

## RELATIVE RESPONSIBILITIES AT ASCENDIA > Our and Your Respective Responsibilities

### Accountants' Service

The conduct of this engagement in accordance with required standards and ethical requirements means that information acquired by us in the course of the engagement is subject to confidentiality requirements.

The information you provide and any recommendations made will be kept on file. That information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent or in accordance with this or another written Ascendia engagement. You are entitled to request reasonable access to any information held about you.

In order to best meet your needs and provide you with required services and advice, we may need to disclose your personal information to other parties including business brokers, lawyers, financial planners, banks and other financial institutions. *By using the Ascendia services you agree to this.*

Our files may, however, be subject to review as part of the quality control review program of relevant professional bodies, which monitor compliance with professional standards by its members. We advise you that by signing this letter you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

It is understood and agreed that:

- You will provide us with accurate and complete information necessary to compile your financial statements/ income tax return/ financial advice/ investment reports.
- The responsibility for the accuracy and completeness of the assertions in the financial statements/ taxation return/ financial advice/ investment reports remains with you;
- The financial statements will be marked as being unaudited;
- You will attach our disclaimer when distributing financial statements / reports to the Australian Taxation Office (ATO), financial institutions, or other parties and acknowledge that the financial statements prepared by us are for your purposes only.
- You accept responsibility for all records, information and explanations supplied to us verbally and in writing.
- You authorize us to make reasonable assumptions where records and information you supply, for us to undertake a job, is incomplete, and you have not supplied the missing records or information within a reasonable timeframe.
- You accept responsibility for any failure to supply us with complete or accurate and relevant records and information
- You grant us full authority to contact any organisation (including your Bank and the ATO) for the purposes of obtaining information necessary to complete your tax return and the financial statements. You acknowledge that this information would not otherwise be available due to the Privacy Act restrictions, but you give us full authority for this statement to be used as written confirmation of your agreement.



## Tax Compliance & Tax Agent Service

You acknowledge our end of year procedures and confirm that you will supply all the information required to complete any and all compliance returns required of you and your entities, including as may be relevant returns relating to Fringe Benefits Tax, Goods and Services Tax, and state taxes such as Land Taxes and other State and Federal Taxes.

You acknowledge that if you do not supply information pertaining to a compliance return, you acknowledge and accept that we may or may not:

- o Undertake or complete its preparation on time or at all
- o Remind you that it is required for preparation and lodgment or remind you or request records or information pertaining to it.

Notwithstanding that we may from time to time try to assist some of our clients by advising them about some of their compliance responsibilities, you acknowledge and accept that we are not responsible for reminding you of yours.

You acknowledge and accept that we do not have - and are not providing or taking responsibility as part of our service to you – for a process for advising and/ or reminding clients for instance about their Payroll Tax, Land Tax, BAS, PAYG Summary, SGC, FBT or various other compliance reporting obligations some clients may have.

If you would like comprehensive review and advice about your complete tax compliance obligations so that you can review, identify and maintain a register of these – *you must request this in writing* – we will only provide this advice to you in writing.

You acknowledge that we are not able to know your business, SMSF or personal dealings in a particular year - until you supply records or information to us - notwithstanding the fact we may be providing some bookkeeping or BAS lodgment services and have access to real time banking data.

You acknowledge and accept that we are not responsible for keeping up with your compliance reporting and lodgment obligations and that we are responsible for providing a professional service *once a request for service is made in respect of each and every one of your compliance reporting requirements.*

You acknowledge that you are responsible for your compliance reporting responsibilities and that these change from time to time depending on the way you decide to operate your business, SMSF and personal dealings.

We are authorised to prepare and file the stated organisation / entities Income Tax Returns' (and also any Returns required for associated parties as you require) from the information and records supplied to us. However you are responsible for meeting your tax obligations and for any penalties imposed by the ATO or any other relevant regulator for non-compliance with those obligations.

In respect of our preparation of BAS for you - we rely on bookkeeping or other records supplied. We reconcile your BAS returns on an annual basis in conjunction with your Income Tax Return. We will advise you of any discrepancy on an annual basis and offer to prepare any amended returns as may be required. If you want BAS reconciled Quarterly we can do this based on a request from you in writing. We will charge a higher than standard fee for this.

You agree to be linked to our practice in relation to all income tax types to enable us to obtain information regarding outstanding lodgments and taxes, lodgment dates, account transactions etc.. This will enable us to best serve you in dealings with the ATO. Our address will be also be used by the ATO for service of some notices, as most convenient for the management of your tax affairs, in our professional opinion, and we are responsible for checking tax assessments where these notices are received by us from the ATO. You agree to our provision of information to and communication with the ATO as required in our professional opinion to meet your compliance requirements. *Where the ATO request information and / or makes inquiries that in our professional opinion are either substantial or requires the provision of substantial information - we will consult with you in regards to the response to the ATO.*

*We shall also endeavour to advise the amounts and due dates of tax instalments. However, the responsibility for paying the correct tax and paying on time rests with you. Any penalties arising from lateness, errors, wrong estimates or for any other reason are payable by your organisation as the taxpayer.*

### Bookkeeping Service

It is your responsibility to authorize, provide access to, identify, and provide: accurate and appropriate information to allow us to have reasonable grounds for making any recommendations we may make. Ascendia accepts no liability for any advice or service given on the basis of inaccurate or incomplete information supplied by you.

Where Ascendia Accountants supplies Bookkeeping Services, we will still often rely on you for both the completeness and accuracy of the information supplied to us or accessed by us, such as identifying and authorising access to all bank accounts, bank statements, invoices, cash books, nominating or authorising transaction labels, provision of explanations for transaction classification, authority to access and identification of relevant liabilities and liability accounts or statements etc. As a result you are still solely responsible for the accuracy of the bookkeeping ledger, to all users of the bookkeeping reports worked on, compiled and/or generated by us.

This includes your responsibility for providing and ensuring:

- Ongoing access, by our Bookkeeping Service, to adequate financial records,
- Selection and application of appropriate bookkeeping and internal accounting policies, including for the treatment, classification, labelling and explanation of transactions as required, or our continuation of your prior classification or treatment of transactions (unless advised otherwise in writing).
- Provision of adequate internal control structure to monitor your entities transactions to protect your business from unauthorized financial activity.

The involvement of this type of Bookkeeping Service engagement may not disclose fraud, defalcations or other irregularities, which may occur. Given the nature of this Bookkeeping Service we do not have senior staff involved in this service and so we **cannot** be reasonably relied on to identify or notify you of any obvious weakness in financial administration or monitoring of the same.

### FEES >

Our fees (including the appropriate amount of GST) will be billed as work progresses and are **based on the time required** by the individuals assigned to the engagement plus direct out-of-pocket expenses.

We may be able to provide a written **fixed fee estimate**, depending on the type of job and predictability of the circumstances, in which case fees are based on the completed written estimate provided by us, for the scope of the work defined in our written estimate. Many of our basic services are fixed fee – available by request in writing.

*Our fees are **payable on completion of the job**, which may be either presented in person, mailed or emailed to you, and are payable prior to our electronic lodgment of your tax return, BAS or IAS with the Australian Taxation Office, or any the regulatory body or financial institution. **We do not lodge returns or regulatory reports until your account has been paid in full.***

Where you receive a tax refund, and you have not paid our account within our payment terms and so have elected to use our trade credit on our terms, with this engagement you acknowledge, authorise and accept that your tax refund will be paid into our Accountants Trust account and we will deduct our fees (accounting, bookkeeping, legal or investments as applicable) as per our issued invoice from your tax refund. In this event we will remit you the balance by cheque upon receipt from the ATO to your nominated account.

Notwithstanding this, all fees are payable within fourteen (14) days of the account being rendered, and you acknowledge, authorise and agree that we have a general possessory lien on all books, records, documentation and tax refunds payable to you for any *outstanding* fees, and that we may not make electronic lodgment of tax returns until our resulting credit account to you is paid in full.

By not paying our invoice within the 14-day terms you are using the credit we provide clients and your use of this is acceptance of our Terms of Credit. If you do not wish to agree to our credit terms, please pay invoices within the 14 days. An important term that you accept when choosing to use our credit is that your associated entities (with a 25% associated ownership) and you personally, guarantee outstanding amounts of the entity for which credit is provided.

Ascendia also uses Direct Debit to effect payment of fees *for your convenience*. Your authorisation for this is included in this engagement - if you wish you can supply your bank details now or at any stage to allow us to use this method. This payment method reduces your and our administration costs by allowing you to authorise a payment simply verbally to us if we call you regarding an outstanding account.

## FEES > (Cont...)

We *may* also agree to accept payment of our *outstanding* fees in regular instalments by direct debit. You can discuss this with our Managing Director if you are interested in this. If you have any queries about your direct debit agreement once established, or wish to change banking details, please direct your enquiries to the Ascendia Managing Director in the first instance rather than your financial institution. This information should be provided to us at least 14 working days prior to the next scheduled payment drawing date. If drawing is due on a non-business day it will be debited to your account on the next or prior business day.

**Many of our basic services are fixed fee available on request. We use industry leading productivity systems and work papers and precedents to complete jobs very quickly.**

We are happy to provide fee estimates on request by email.

An hourly rate is a poor guide to value because we have found some professionals are much more efficient than others.

Our hourly rate includes the cost of efficient systems and processes that result in lower real costs for a given service than possible in the past.

**Hourly rates** are currently as follows (exclusive of GST) and may change from time to time in accordance with costs and market conditions:

### **Accounting Services (as applicable)**

Business Manager	Consultation & Advice	\$365 / hour
Business Manager	Accounting & Tax Review & Adjustment	\$260 / hour
Senior Accountant	Accounting & Tax work	\$210 to \$240 / hour
Accountant	Accounting & Tax work	\$125 to \$175 / hour
Administration (Accounting)	General Administration & Service	\$100 to \$125 / hour

### **Bookkeeping Services (as applicable)**

Bookkeeper		\$90/hour
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### **Legal Services (as applicable)**

Legal Director Solicitor	Client Consultation & Review	\$400/hour
Para Legal	Documents, Preparation & Conveyance	\$140/hour

### **Investment & Financial Services (as applicable)**

Senior Financial Planner	Client Consultation & Review	\$260 /hour
Para Planner	Documentation & Administration	\$165 / hour

## HOW TO ACCEPT OUR OFFER TO ACT

You may accept our offer to act and will have engaged our services, accepting all terms contained in this correspondence, by undertaking any of the following:

- signing and returning the attached acceptance.
- providing instructions (verbal or written) to commence work.
- requesting a certain service or advice.
- providing requested records or information to allow the work to be undertaken, or
- undertaking any other conduct which would lead to a reasonable assumption that you wish to proceed.

## SEVERABILITY

We agree that each of the promises and undertakings given in this letter of engagement are independent from one another and severable. This engagement will remain in force until notified **in writing** by either party.

## OFFICE CONTACT

Please refer to covering email to this attachment/your Ascendia contract and their details are provided here. Or will be assigned to your account and will be responsible for assisting you on a day-to-day basis.

Our clients are serviced by one of our Business Managers (sometimes referred to as "Partners" in other business with old partnership structures) and is an equity owner of the firm, a senior-most professional with a long-term commitment to Ascendia and to you. They will also be responsible for referring you as they thinks appropriate from time to time to the Legal Business Manager and Investment Business Manager (who have signed this engagement below) as required.

## CONFIDENTIALITY & RECORDS

The information you provide, and any recommendations made will be kept on file. That information will not be disclosed by us to other parties, except as required or allowed for by law or professional standards, or with your express consent, or in accordance with this or another written Ascendia engagement. You are entitled to request reasonable access to any information held about you. However, to best meet your needs, and to enable and assist our staff to provide you with required services and advice, we will need to disclose your personal information to other parties from time to time, including business brokers, lawyers, financial planners, banks, finance brokers and other financial institutions. You also agree and authorize, that any Ascendia entity can provide information to other Ascendia entities in accordance with your service and or Ascendia staff needs pursuant to facilitating your service. Our files and your personal and business information, records and data may also be subject to review, as part of the quality control review program of relevant professional bodies, which monitor compliance with professional standards by its members.

*By using the Ascendia services you accept that you have engaged Ascendia on these terms and you authorize and agree to the information releases outlined here.*

For the continued confidentiality of your affairs, we require that you advise us in writing (an email is sufficient) when you which to authorise the release of information to *other third parties not outlined above*, including family members, other advisers or employees.

By agreeing to engage us you agree to our Records Policy. A copy of this is attached as Schedule I to this engagement letter. By agreeing to our engagement, you agree that we can update this Records Policy from time to time, and that we have notified you by making this available to you on written request. You can request an updated version by emailing us at [info@ascendia.com.au](mailto:info@ascendia.com.au). A copy of the updated policy is also available on our web site [www.ascendia.com.au](http://www.ascendia.com.au).

## GENERAL

**Please don't hesitate to call us if you have any queries regarding this engagement.** Please acknowledge your understanding and acceptance of the engagement by signing where indicated below before returning the enclosed original. **Thank you for providing us at the Ascendia Professional Group with this business opportunity. We look forward to providing you strong support and excellent value.**

Yours faithfully,

**Ascendia Financial & Legal**

Ascendia Records Ownership and Release Engagement Terms					
Service Provided By:	Type of Records	Client Ownership*	Ascendia Accountants Ownership	Ascendia Investment Managers Ownership	Ascendia Lawyers Ownership
Ascendia Accountants	Printed or .pdf copy of final Financial Statements as prepared and supplied by Ascendia Accountants – annotated for the specific purpose prepared (such as finance application, sale of business, tax compliance).	Yes, subject to full payment of client & associates outstanding accounts	Must retain a copy as required by law	N/A	N/A
	Printed or .pdf copy of final Tax Compliance Return <i>as prepared and lodged by Ascendia Accountants</i> , including: <ul style="list-style-type: none"> <li>Income Tax Return</li> <li>BAS</li> <li>FBT Return</li> <li>Other return supplied to tax regulator as requested (such as Payroll Tax submission).</li> </ul>	Yes, subject to full payment of client & associates outstanding accounts	Must retain a copy as required by law	N/A	N/A
	Source records <i>provided by the Client or their bookkeeper</i> including: <ul style="list-style-type: none"> <li>Electronic Ledger data files (e.g., MYOB, XERO, Quicken, Proprietary ledger records, spreadsheets etc.)</li> <li>Original paper-based records supplied</li> </ul>	Yes, subject to full payment of client & associates outstanding accounts	Must retain a copy as required by law	N/A	N/A
	List of <i>Summary Journals</i> to allow internal bookkeeper and / or accountant to adjust internal management bookkeeping system to align its final balance sheet and P&L to the Accountant Financial Statements – where the internal system is on the same basis as the Accountant Financial Statements. These journals are not detailed ledger or work papers but are a summary journal – one per account.  If the Financial Statements are on an accrual basis and so is the internal system – this can be provided. It cannot be provided if one is on cash and the other on accrual. Our scope of engagement does not go to enabling the maintenance of 2 sets of accounts – one accrual and the other cash basis – unless this has been requested at the start of the engagement and relevant additional fees agreed.  It may not be advisable to align these systems even when they are both on an accrual basis - where the internal system is used for other specific management purposes other than the production of accounts to facilitate income tax compliance.  The summary journals we provide will not enable and not for the purposes of enabling a review of the professional work undertaken by Ascendia Accountants. Ascendia Accountants does not facilitate review by external professionals. If you require a review, we can provide this for you by another senior accountant on request and agreed fee payable. Additional charges may apply for this. Our professional body undertakes independent quality assurance reviews on a regular basis of our work and our business processes. As independent statutory Professionals we are accountable to our professional bodies, not to external providers or competitors.	Yes, subject to full payment of client & associates outstanding accounts,  where this additional service was requested up front and Ascendia Accountants agreed in advance to be engaged to provide this service.	Must retain a copy as required by law	N/A	N/A
	Any documents <i>created by Ascendia Accountants</i> in the <i>preparation</i> of the completed financial statements, and / or tax compliance returns, including: <ul style="list-style-type: none"> <li>Journals</li> <li>Ledgers</li> <li>Work papers (e.g., loan worksheets, asset and liability registers, depreciation and amortisation and other schedule, Tax work papers etc.)</li> <li>Records of research undertaken</li> <li>Notes (e.g., file and meeting)</li> <li>Timesheets</li> </ul>	No	Must retain a copy as required by law	N/A	N/A
	Draft (non-final) versions of Financial Statements and / or tax compliance returns.	No	Must retain a copy as required by law	N/A	N/A
	Final copies of Financial Statements (P&L and / or Balance Sheets), and / or Tax Compliance Returns required for Lodging - retained by Ascendia for its records, insurance and compliance requirements - after having supplied a final printed or .pdf copy to the client.	No	Must retain a copy as required by law	N/A	N/A

Service Provided by:	Type of Records	Client Ownership	Ascendia Accountant Ownership	Ascendia Investment Managers	Ascendia Bookkeepers Ownership
<b>Ascendia Lawyers</b>	<p>Printed or .pdf copy of:</p> <ul style="list-style-type: none"> <li>• <i>Legal Advice</i></li> <li>• <i>Final Correspondence</i></li> <li>• <i>Information, Reports or Searches</i></li> <li>• <i>Safe Custody / Legal Permanent Records (e.g., Wills)</i></li> <li>• <i>Agreements, Documents or Contracts relating to your transactions</i></li> <li>• <i>Ascendia Lawyers Invoices,</i></li> </ul> <p><i>as prepared and supplied by Ascendia Lawyers and either addressed to the client or sent by Ascendia Lawyers on behalf of the client, or received on behalf of the client as their legal representative, in regards to the matter Ascendia lawyers has been engaged by the client. These records include for instance correspondence sent by Ascendia Lawyers in representation of the client to, for instance:</i></p> <ul style="list-style-type: none"> <li>• Australian Commonwealth Government Regulator</li> <li>• Australian State Government Regulator</li> </ul>	Yes, subject to full payment of client & associates outstanding accounts	N/A	N/A	Must retain a copy as required by law
	<p>Source records <i>provided by the Client in regard to the matter engaged</i>, including:</p> <ul style="list-style-type: none"> <li>• Original Records (Paper based) supplied</li> <li>• Digital Copy of Electronic Records - where supplied in digital format and copies requested</li> </ul>	Yes, subject to full payment of client & associates outstanding accounts	N/A	N/A	Must retain a copy as required by law
	<p>Any documents <i>prepared, created or sourced, by Ascendia Lawyers, in the preparation of the correspondence, advice or information provided to the client, or in the process of advising the client or maintaining the client matter file, other than as created by or sourced from the client</i>, including:</p> <ul style="list-style-type: none"> <li>• Notes (e.g., file and meeting)</li> <li>• Documents</li> <li>• Records of research</li> <li>• Work papers (e.g., calculations, records of financial matters, projections including of potential alternatives, etc.)</li> <li>• Journals. Ledgers or Accounting or Tax records or reports</li> <li>• Timesheets</li> <li>• Administrative records required to be kept by regulatory authorities e.g., Titles Office, QLD Law Society etc.</li> </ul>	No	N/A	N/A	Must retain a copy as required by law
<b>Service</b>	<b>Type of Records</b>	<b>Client Ownership*</b>	<b>Ascendia Accountants Ownership</b>	<b>Ascendia Investment Management Ownership</b>	<b>Ascendia Lawyers Ownership</b>
<b>Ascendia Investment Managers</b>	<p>Printed or .pdf copy of:</p> <ul style="list-style-type: none"> <li>• <i>Written Statement of Investment and / or Financial Advice as addressed and sent to the client,</i></li> <li>• <i>Final Correspondence sent to Client,</i></li> <li>• <i>Information or Reports supplied to Client including Investment portfolio reports,</i></li> </ul> <p><i>as prepared and supplied by Ascendia Investment Management and addressed to the client, in regard to the Investment Service Ascendia Investment Management has been engaged by the client to provide, in relation to the period that Ascendia Investment Management was engaged by the client.</i></p>	Yes, subject to full payment of client & associates outstanding accounts		Must retain a copy as required by law	
	<p>Source records <i>provided by the Client in regard to the preparation of a Statement of Investment or Financial Advice</i>, including:</p> <ul style="list-style-type: none"> <li>• Original Records (Paper based) supplied</li> <li>• Digital Copy of Electronic Records - where supplied in digital format and copies requested</li> </ul> <p>Excluding, Ascendia Investment Management Forms (hard copy or electronic format) completed at Ascendia request, by the client showing client financial information. (The client already knows this information and would have received the original related statements and can make a copy of the summary if they wish before sending the summary to Ascendia Investment Management. (This removes unnecessary records reproduction and mailing costs)).</p>	Yes, subject to full payment of client & associates outstanding accounts		Must retain a copy as required by law	
	<p>Any documents <i>prepared, created or sourced, by Ascendia Investment Managers, in the preparation of the correspondence, advice or information provided to the client, or in the process of advising the client or maintaining the client file, other than as created by or sourced from the client (excluding the Fact Find Client Questionnaire summary)</i>, including:</p> <ul style="list-style-type: none"> <li>• Notes (e.g., file and meeting)</li> <li>• Documents</li> <li>• Records of research</li> <li>• Work papers (e.g., calculations, records of financial matters, projections including of potential alternatives, etc.)</li> <li>• Journals. Ledgers or Accounting or Tax records or reports</li> <li>• Timesheets</li> </ul>	No	N/A	Must retain a copy as required by law	N/A

Service	Type of Records	Client Ownership*	Ascendia Accountants Ownership	Ascendia Investment Management Ownership	Ascendia Lawyers Ownership
<b>Bookkeeping Service provided by Ascendia Accountants</b>	<p>Printed or .pdf copy of bookkeeping ledger reports <i>as prepared Ascendia Accountant in provision of a written book keeping engagement to produce a full set of financials ledgers for the ongoing use of the client (not just the preparation or completion of bookkeeping ledgers as part of the accounting work required to complete a set of accounts for tax compliance purposes)</i>, including:</p> <ul style="list-style-type: none"> <li>• P&amp;L</li> <li>• Balance Sheet</li> <li>• General Ledger</li> <li>• Trial Balance</li> <li>• Asset Register and Depreciation Schedules</li> <li>• Amortisation Schedule</li> <li>• Loan account ledgers</li> </ul> <p><i>Ascendia Accountants must have been engaged and agreed in writing to provide bookkeeping services and the electronic bookkeeping ledger maintained and prepared by Ascendia Accountants without the involvement of other bookkeepers, accountants in the maintenance of the ledgers. This is part of Ascendia Accountants virtual CFO service and not a tax compliance or Accounting service engagement.</i></p>	<p><b>Yes</b>, subject to full payment of client &amp; associates outstanding accounts</p> <p>where this additional service was requested up front and Ascendia Accountants agreed in advance to be engaged to provide this service.</p>	<p>Must retain a copy as required by law</p>	<p>N/A</p>	<p>N/A</p>

**Client Declaration:**

I certify that I agree to engage the relevant Ascendia entity as outlined in the covering engagement letter to this authorisation and that I am authorised to agree to engage that Ascendia entity on behalf of myself personally and the entities listed above on the first page of this letter.

I have read and understood the engagement letter and agree to the scope of the engagement. I agree that a request for a service or engagement of a service by me / my agent(s) or employee(s) of the scope and terms of the service, includes:

- Verbal or email requests to our Staff / Director to undertake work on your behalf.
- Conduct towards us, showing you have cooperated in our undertaking service for you, including provision or access to us of a data file(s), records, documents, or responses to queries or explanations relating to the provision of our services in respect of any entities in your client group,
- Pursuant to meeting one of your ATO, ASIC, SMSF or Office of State Revenue / State Government Tax compliance reporting obligations - our provision of services required in our professional opinion to discharge this obligation.

Where a fixed fee quotation letter has been provided, I agree to the fee amounts quoted in writing by Ascendia as a minimum amount. Where such letter has not been provided, I agree to the hourly rates and the scope of engagement as outlined in the letter above. I agree that payment of invoices / outstanding accounts will be made by me in full on completion of the job (provided to me for my authorisation and prior to lodgment of tax returns / presentation of accounts or work to bankers, regulators or stakeholders).

In the event of me choosing not to pay for a job on completion, and being extended credit by Ascendia, I agree that I automatically make an application for Credit on Ascendia's most up to date terms (attached) and as may be subsequently updated and emailed to me or sent to me by mail and / or published on [www.ascendia.com.au](http://www.ascendia.com.au) from time to time).

I have read and understand the terms and conditions of Trade and Credit and the Records Policy of the relevant Ascendia entity which forms part of, and are intended to be read in conjunction with this engagement and agree to be bound by these conditions.

I agree that if I am a director or a shareholder (owning at least 15% of the shares), of the Client herein or subsequently engaged (as per page 11 of this engagement letter ["How to Accept Our Offer"], I shall be personally liable for the performance of the Client's obligations under this agreement.

I also agree that in regards to any and all entities that I am a director, and/or trustee, and/or a shareholder of (owning at least 15% of the shares), I and the relevant entity(s) guarantee, and shall be liable for, services engaged and fees incurred, by any and all other entities that I am a director and/or trustee and/or a shareholder of (owning at least 15% of the shares).

I authorise the use of my personal information as detailed in the Privacy Act clause.

**Client:**

Signature: ..... Date: .....

Full Name: .....

Personally, and as Director / Trustee / Attorneys Power / Guarantor / Authorised Signatory of Bank Account - as applicable.

Signature: ..... Date: .....

Full Name: .....

Personally, and as Director / Trustee / Attorneys Power / Gurantor / Authorised Signatory of Bank Account - as applicable.

Ascendia Engagement Acceptance : ..... (Sherman Jenner, Director)

**Personal Details:**

Full Name: ..... Full Name: .....

Home Address: ..... Home Address: .....

**Business Details:**

Business Legal / Trading Name: ..... / .....

Phone: ..... Fax: .....

Mobile: ..... Email: .....

Billing Address: ..... Physical Address: .....

State: ..... Postcode: ..... ABN / ACN : ..... / .....



**Terms & Conditions of Trade:**

1. **Definitions**
  - 1.1. "Financial Planner/Accountant/Solicitor" shall mean Ascendia its successors and assigns or any person acting on behalf of and with the authority of Ascendia.
  - 1.2. "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Financial Planner/Accountant/Solicitor to the Client.
  - 1.3. "Guarantor" means any and all entities, that the individual, director or trustee who signs this engagement, is a director and/or trustee or a shareholder of (owning at least 15% of the shares), and also the individual(s) themselves personally, agrees to be liable for the debts of the Client entity that has incurred fees, on a principal debtor basis.
  - 1.4. "Services" shall mean all Services supplied by the Financial Planner/Accountant/Solicitor to the Client and includes any advice or recommendations.
  - 1.5. "Price" shall mean the price payable for the Services as agreed between the Financial Planner/Accountant/Solicitor and the Client in accordance with clause 3 of this contract.
2. **Acceptance**
  - 2.1. You may accept our offer to act and will have engaged our services, accepting all terms contained in this document by undertaking one of the following:
    - a) by signing and returning the attached acceptance;
    - b) by providing instructions (verbal or written) to commence work;
    - c) by requesting a certain service or advice;
    - d) by providing requested records or information to allow the work to be undertaken; or
    - e) by way of undertaking any other conduct which would lead to a reasonable assumption that you wish to proceed.
  - 2.2. Any instructions received by the Financial Planner/Accountant/Solicitor from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Financial Planner/Accountant/Solicitor shall constitute acceptance of terms and conditions contained herein and at [www.ascendia.com.au](http://www.ascendia.com.au).
  - 2.3. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
  - 2.4. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Financial Planner/Accountant/Solicitor.
  - 2.5. The Client shall give the Financial Planner/Accountant/Solicitor not less than thirty (30) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Financial Planner/Accountant/Solicitor as a result of the Client's failure to comply with this clause.
  - 2.6. These terms and conditions of trade are meant to be read in conjunction with the Financial Planner/Accountant/Solicitor's "Financial Services Guide" (this is mandatory disclosure document) and the Financial Planner/Accountant/Solicitor's "Letter of Engagement" (where applicable) or "Service Agreement" (where applicable).
3. **Price And Payment**
  - 3.1. At the Financial Planner/Accountant/Solicitor's sole discretion the Price shall be either
    - (a) as indicated on invoices provided by the Financial Planner/Accountant/Solicitor to the Client in respect of Services supplied; or
    - (b) the Financial Planner/Accountant/Solicitor's quoted Price as detailed in either the Financial Planner/Accountant/Solicitor's service agreement document or the Financial Planner/Accountant/Solicitor's letter of engagement (subject to clause 3.2) which shall be binding upon the Financial Planner/Accountant/Solicitor provided that the Client shall accept the Financial Planner/Accountant/Solicitor's quotation in writing within thirty (30) days.
  - 3.2. The Financial Planner/Accountant/Solicitor reserves the right to change the Price in the event of a variation to the scope of works detailed in the Financial Planner/Accountant/Solicitor's original quotation.
  - 3.3. At the Financial Planner/Accountant/Solicitor's sole discretion a deposit may be required.
  - 3.4. At the Financial Planner/Accountant/Solicitor's sole discretion:
    - (a) payment shall be due on delivery of the Services; or
    - (b) payment shall be due before delivery of the Services; or
    - (c) payment for approved Clients shall be made by instalments in accordance with the Financial Planner/Accountant/Solicitor's payment schedule; or
    - (d) payment for approved Client's shall be due on seven (7) days following the end of the month in which a statement is posted to the Client's address or address for notices.
  - 3.5. Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) or (14) days following the date of the invoice at the Financial Planners/ Accountants sole discretion,
  - 3.6. Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two (2%) of the Price), or by direct credit, or by deduction from at the Financial Planner/Accountants sole discretion from the Clients ATO tax refund cheque proceeds after crediting to the Financial Planner/Accountant/Solicitor's Trust Account, or by any other method as agreed to between the Client and the Financial Planner/Accountant/Solicitor.
  - 3.7. The Client acknowledges that payment may also be made to the Financial Planner/Accountant/Solicitor in the form of brokerage or commissions.
  - 3.8. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
4. **Delivery Of Services**
  - 4.1. At the Financial Planner/Accountant/Solicitor's sole discretion delivery of the Services shall take place when:
    - (a) the Client takes possession of the Services at he Financial Planner/Accountant/Solicitor's address; or
    - (b) the Client takes possession of the Services at the Client's nominated address (in the event that the Services are delivered by the Financial Planner/Accountant/Solicitor or the Financial Planner/Accountant/Solicitor's nominated carrier),
  - 4.2. Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement
  - 4.3. The Financial Planner/Accountant/Solicitor may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
  - 4.4. The failure of the Financial Planner/Accountant/Solicitor to deliver shall not entitle either party to treat this contract as repudiated.
  - 4.5. The Financial Planner/Accountant/Solicitor shall not be liable for any loss or damage whatever due to failure by the Financial Planner/Accountant/Solicitor to deliver the Services (or any of them) promptly or at all.
5. **Risk**
  - 5.1. If the Financial Planner/Accountant/Solicitor retains ownership of the Services nonetheless, all risk for the Services passes to the Client on delivery.
  - 5.2. The Financial Planner/Accountant/Solicitor shall take every reasonable step to ensure the accuracy of information provided to the Client but shall accept no liability or claims for any loss or damage arising out of the Client's use of that information where the Client chooses to self implement any financial planning instead of using the expertise of the Financial Planner/Accountant/Solicitor to implement such planning on their behalf.
  - 5.3. The Client acknowledges that it is their responsibility to ensure that documentation provided to the Client by the Financial Planner/Accountant/Solicitor is completed, signed and returned to the Financial Planner/Accountant/Solicitor within thirty (30) days of receipt, The Financial Planner/Accountant/Solicitor will accept no liability for deals, rates or opportunities missed due to the Client's failure to comply with this clause.
6. **Title**
  - 6.1. The Financial Planner/Accountant/Solicitor and the Client agree that ownership of the Services shall not pass until:
    - (a) the Client has paid the Financial Planner/Accountant/Solicitor all amounts owing for the particular Services; and
    - (b) the Client has met all other obligations due by the Client to the Financial Planner/Accountant/Solicitor in respect of all contracts between the Financial Planner/Accountant/Solicitor and the Client
  - 6.2. Receipt by the Financial Planner/Accountant/Solicitor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Financial Planner/Accountant/Solicitor's ownership or rights in respect of the Services shall continue,
  - 6.3. It is further agreed that:
    - (a) until such time as ownership of the Services shall pass from the Financial Planner/Accountant/Solicitor to the Client the Financial Planner/Accountant/Solicitor may give notice in writing to the Client to return the Services or any of them to the Financial Planner/Accountant/Solicitor, Upon such notice the rights of the Client to obtain ownership or any other interest in the Services shall cease,
    - (b) if the Client fails to return the Services to the Financial Planner/Accountant/Solicitor then the Financial Planner/Accountant/Solicitor or the Financial Planner/Accountant/Solicitor's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Services are situated and take possession of the Services.
7. **Errors and Omissions**
  - 7.1. The Client shall inspect the Services on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Financial Planner/Accountant/Solicitor of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Financial Planner/Accountant/Solicitor an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which the Financial Planner/Accountant/Solicitor has agreed in writing that the Client is entitled to reject, the Financial Planner/Accountant/Solicitor's liability is limited to either (at the Financial Planner/Accountant/Solicitor's discretion) replacing the Services or rectifying the Services, except where the Client has acquired Services as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or rectification of the Services, or replacement of the Services.
8. **The Commonwealth Trade Practices Act 1 974 ("TPA") and Fair Trading Acts ("FTA")**
  - 8.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
9. **Intellectual Property**
  - 9.1. Where the Financial Planner/Accountant/Solicitor has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Financial Planner/Accountant/Solicitor, and shall only be used by the Client at the Financial Planner/Accountant/Solicitor's discretion.
  - 9.2. The Client warrants that all designs or instructions to the Financial Planner/Accountant/Solicitor will not cause the Financial Planner/Accountant/Solicitor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Financial Planner/Accountant/Solicitor against any action taken by a third party against the Financial Planner/Accountant/Solicitor in respect of any such infringement.
10. **Default & Consequences of Default**
  - 10.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
  - 10.2. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Financial Planner/Accountant/Solicitor from and against all costs and disbursements incurred by the Financial Planner/Accountant/Solicitor in pursuing the debt including legal costs on a solicitor and own client basis and the Financial Planner/Accountant/Solicitor's collection agency costs,
  - 10.3. Without prejudice to any other remedies the Financial Planner/Accountant/Solicitor may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Financial Planner/Accountant/Solicitor may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Financial Planner/Accountant/Solicitor will not be liable to the Client for any loss or damage the Client suffers because the Financial Planner/Accountant/Solicitor has exercised its rights under this clause.
  - 10.4. If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (1 0.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
  - 10.5. Without prejudice to the Financial Planner/Accountant/Solicitor's other remedies at law the Financial Planner/Accountant/Solicitor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Financial Planner/Accountant/Solicitor shall, whether or not due for payment, become immediately payable in the event that:
    - (a) any money payable to the Financial Planner/Accountant/Solicitor becomes overdue, or in the Financial Planner/Accountant/Solicitor's opinion the Client will be unable to meet its payments as they fall due; or
    - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
    - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
11. **Security And Charge**
  - 11.1. Despite anything to the contrary contained herein or any other rights which the Financial Planner/Accountant/Solicitor may have howsoever
    - (a) where the Client and/or the Guarantor (if any) is the owner of land, realty, personal or business records, Company / Trust / SMSF registers, ATO refund cheques made payable to the Client, or any other asset including those capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty, personal or business records or Company / Trust / SMSF registers, ATO refund cheques, or any other asset to the Financial Planner/Accountant/Solicitor or the Financial Planner/Accountant/Solicitor's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Financial Planner/Accountant/Solicitor (or the Financial Planner/Accountant/Solicitor's nominee) shall be entitled to lodge where appropriate a registered mortgage, caveat, or take a lien or take possession of any such property mentioned in this section. Such a registered mortgage, caveat, charge, lien or possession shall be withdrawn once all payments and other monetary obligations payable by all related entities hereunder have been met.
    - (b) should the Financial Planner/Accountant/Solicitor elect to proceed in any manner in accordance with this clause and/or its subclauses, the Client and/or Guarantor shall indemnify the Financial Planner/Accountant/Solicitor from and against all the Financial Planner/Accountant/Solicitor's costs and disbursements including legal costs on a solicitor and own client basis.
    - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Financial Planner/Accountant/Solicitor or the Financial Planner/Accountant/Solicitor's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.
    - (d) Where there is, after new or updated terms herein are introduced, ongoing use of our service or

ongoing outstanding credit still extended, those new or updated terms will apply to the service, trade and credit engagement and will apply in respect of all amounts of outstanding credit as may have been accrued as owing up until the new or updated terms were notified to the client or implemented by publication on the web site

## 12. Cancellation

- 12.1. The Financial Planner/Accountant/Solicitor may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice the Financial Planner/Accountant/Solicitor shall repay to the Client any sums paid in respect of the Price. The Financial Planner/Accountant/Solicitor shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2. In the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by the Financial Planner/Accountant/Solicitor (including, but not limited to, any loss of profits) up to the time of cancellation.

## 13. Privacy Act 1988

- 13.1. The Client and/or the Guarantor/s agree for the Financial Planner/Accountant/Solicitor to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Financial Planner/Accountant/Solicitor.
- 13.2. The Client and/or the Guarantor/s agree that the Financial Planner/Accountant/Solicitor may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 13.3. The Client consents to the Financial Planner/Accountant/Solicitor being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4. The Client agrees that personal credit information provided may be used and retained by the Financial Planner for the following purposes and for other purposes as shall be agreed between the Client and Financial Planner/Accountant/Solicitor or required by law from time to time:
  - (a) provision of Services; and/or
  - (b) marketing of Services by the Financial Planner/Accountant/Solicitor, its agents or distributors in relation to the Services; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 13.5. The Financial Planner/Accountant/Solicitor may give information about the Client to a credit reporting agency for the following purposes:
  - (a) to obtain a consumer credit report about the Client and/or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

## 14. General

- 14.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 14.3. The Financial Planner/Accountant/Solicitor shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Financial Planner/Accountant/Solicitor of these terms and conditions.
- 14.4. In the event of any breach of this contract by the Financial Planner/Accountant/Solicitor the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Services.
- 14.5. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Financial Planner/Accountant/Solicitor.
- 14.6. The Financial Planner/Accountant/Solicitor may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 14.7. The Financial Planner/Accountant/Solicitor reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Financial Planner/Accountant/Solicitor notifies the Client of such change.
- 14.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 14.9. The failure by the Financial Planner/Accountant/Solicitor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Financial Planner/Accountant/Solicitor's right to subsequently enforce that provision.
- 14.10. You agree that if the web site is down or not available to you, the most up to date terms and conditions of service, engagement and credit of the business as published on the internet will apply.
- 14.11. Where there are differences in any of the terms and conditions of service, trade and credit and letters of engagement as notified to the client by email or mail - as compared to versions of the terms and engagement document that may be published or available from time to time on the web site - if you continue to utilise Ascendia credit and / or service, you agree that the effective terms for that provision will be those published on our website.

## 15. Client Direct Debit Service:

### 15.1 Our commitment to you:

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Ascendia and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

The first drawing under this Direct Debit arrangement will occur 30 days after the date of agreement in respect of Ascendia invoices issued before the date of this agreement. Subsequent drawings will be no earlier than 30 days after the issue of Ascendia invoices issued in respect of our service to you.

If any drawing falls due on a non-business day, it will be debited to your account on either the next business day following, or the previous business day preceding the scheduled drawing date.

We will give you at least 14 days notice in writing, to the address we have in our client database in respect of service to you, when changes to the initial terms of the arrangement are made. This notice will change to the initial terms such as the wait period after invoicing (currently 14 days) or the frequency of payment where it is on a regular basis (currently monthly where this is used), or the date on which the debit is made.

If you wish to discuss any changes to the initial terms, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

### 15.2 Initial Terms of the Direct Debit Arrangement: Outstanding Invoices:

We undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you that were issued prior to this agreement, no earlier than 30 days after the date of this agreement.

### 15.3 Default Drawing Arrangements 30 Days After invoice:

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you, no earlier than 30 days after the date of issue to you of Ascendia invoices - in payment of such Ascendia invoices. This arrangement is the default arrangement for all our services unless alternative periodic (monthly or other agreed time) debit arrangements are agreed in writing.

### 15.4 Agreed Periodic Drawing Arrangements

We undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you that you have agreed are to be paid on a monthly periodic basis: no earlier than 30 days after the date of this agreement. Invoices may be issued in respect of services for which payment is direct debited monthly on an as agreed in writing basis and may be annually, quarterly or monthly in arrears of payment for your records.

### 15.5 Your Rights:

Changes to the arrangement:

If you want to make changes to the drawing arrangements, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

These changes may include: deferring the drawing; or altering the schedule; or stopping an individual debit; or suspending the DDR; or cancelling the DDR completely.

### Enquiries:

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 14 working days prior to the next scheduled drawing date. All communication addressed to us should include your Client reference number.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

### Disputes:

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our administration centre on 07 5448 0566 and asking to speak to the administration manager.

If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim: within 5 business days (for claims lodged within 12 months of the disputed drawing); or within 30 business days (for claims lodged more than 12 months after the disputed drawing). You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing. *Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.*

### Your commitment to us:

It is your responsibility to ensure that your nominated account can accept direct debits (your financial institution can confirm this); and that on the drawing date there is sufficient cleared funds in the nominated account; and that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonored by your financial institution, we can reissue the direct debit until we choose to contact you for alternative payment method. We normally do this after 3 attempts. If after 3 attempts we are unable to obtain the funds from your nominated bank account you agree that we are able to attempt debit from your credit card instead. We are able to continue these attempts until we choose to contact you to make alternative arrangements for payment. Any transaction fees payable by us in respect of the above will be added to your account in accordance with this agreement at our discretion.

\*Ascendia = Ascendia Accountants (Noosa) Pty Ltd ABN: 94 123 735 393, Ascendia Accountants (Maroochydore) Pty Ltd ABN: 93 149 783 844, Ascendia Accountants (Brisbane) Pty Ltd ABN: 55 152 685 455, Ascendia Pty Ltd ABN: 88 122 360 721, as applicable

## Definitions

**Engagement Letter** means a letter from us to you in which we offer to act for you and which refers to these Terms of Engagement.

**We/us/our** refers to Ascendia Lawyers Pty Ltd ACN 153 327 256.

**You/your** refers to the client named in item 1 of the **Matter details** section of the Engagement Letter.

**Your matter** means the matter described in item 2 of the **Matter details** section of the Engagement Letter, including any future changes to the scope of work agreed between you and us.

## Our offer

The Engagement Letter is an offer by us to act for you.

## How you accept our offer

You will be taken to have accepted our offer to act for you if:

- you tell us, verbally or in writing, that you accept our offer; or
- you give us instructions about your matter, or you ask us to provide legal services relating to your matter, after you receive the Engagement Letter from us; or
- you do not tell us, within a reasonable time after receiving the Engagement Letter from us, that you do not accept our offer; or
- the Engagement Letter asks you to make a deposit of money to our trust account and you deposit some or all of the money to our trust account.

If the Engagement Letter says that you need to sign and return a document to us in order to accept our offer to act for you, then we do not have to consider you to have accepted our offer unless and until that occurs. We may, however, waive that requirement.

## Agreement resulting from acceptance of our offer

If you accept or are taken to have accepted our offer, an agreement is formed between you and us. The agreement:

- includes the Engagement Letter and these Terms of Engagement; and
- Includes our policies and terms as in force from time to time, and published on the Ascendia website at [www.ascendia.com.au](http://www.ascendia.com.au); and
- applies retrospectively from the time that you first gave us instructions or started dealing with us about your matter; and
- if you comprise or include an individual, continues to be enforceable by or against your personal representatives if you die.

## Legal costs

### Basis of calculating professional fees

Item 3 of the **Matter details** section of the Engagement Letter says whether we will calculate our professional fees on the basis of time-costing or a fixed fee.

### Time-costing

If we are calculating our professional fees on the basis of time-costing, this means that when our staff perform a task on your matter, they will record how much time they spent and the fee for that task will be calculated at the hourly rate specified in the table below.

Classification	Hourly rate (plus GST)
Legal Practitioner Director	\$400.00
Solicitor	\$365.00
Paralegal	\$140.00

The Engagement Letter will tell you the names and classifications of our staff who will be working on your matter as at the date of the Engagement Letter.

Please note that the rates specified in the table above are subject to review as explained under the heading **Review of professional fees and overheads** below.

Lawyers conventionally record time on the basis of units of 6 minutes, with any part of a unit counted as a unit (e.g. anything up to 6 minutes is counted as one unit), and we may use that method of recording time.

### Fixed fee

If we are calculating our professional fees on the basis of a fixed fee, then our professional fees for performing the usual tasks necessary to complete your matter are fixed at the amount specified in item 3 of the **Matter details** section of the Engagement Letter.

The fixed fee does not cover work that is beyond:

- the scope of the description of your matter in item 2 of the **Matter details** section of the Engagement Letter; or
- the tasks usually necessary to complete such a matter.

If we carry out any work that is not covered by the fixed fee, that additional work will be charged on the basis of time-costing (see above under the subheading Time-costing).

We will normally tell you and give you an estimate of the legal costs associated with work beyond the scope of the fixed fee if:

- the additional work results in our estimate of the total legal costs to you for the matter exceeding \$1,500 plus GST; or
- the original fixed fee was more than \$1,500 plus GST and the additional work produces a significant change in our estimate of the total legal costs to you for the matter.

Please note that the fixed fee does not include outlays (see below under the subheading Outlays).

If the scope of work that we actually carry out is materially less than the scope of the description of your matter in item 2 of the **Matter details** section of the Engagement Letter (for example, because you cancel your engagement of us before we complete those tasks), then instead of charging you the full fixed fee, we may (in our discretion) reduce our professional fees to an appropriate proportion of the full fixed fee.

### Overheads

We may charge for receiving and sending faxes and making photocopies in relation to your matter at \$0.50 (plus GST) per page.

Please note that this rate is subject to review as explained under the heading **Review of professional fees and overheads** below.

### Outlays

Depending on what your matter involves, we may incur outlays. Outlays are expenses that we incur in connection with your matter.

Examples of outlays are search fees, government fees and charges, expert report fees, barristers' fees, court fees, agents' fees, service fees, telephone charges, postage charges and courier charges.

You appoint us to be your agent for the purpose of paying any outlays including any government tax, fee or charge specified in a determination of the Treasurer for GST purposes (under division 81 of *A New Tax System (Goods and Services Tax) Act 1999*).

### Estimate of total legal costs

We estimate that the total legal costs in your matter will be up to the amount shown in item 4 of the **Matter details** section of the Engagement Letter.

### Variables that can affect legal costs: time-costing

If we are calculating professional fees on the basis of time-costing, the major variables that can affect your legal costs are:

- the number and complexity of the documents (and drafts of documents) prepared and reviewed in your matter; and
- how long we spend in negotiations and conferences with you, your other professional advisers and other parties involved in your matter; and
- the conduct of those other parties; and
- the state of any records we require to access and review in connection with your matter (and their accessibility); and
- whether any unexpected or unusual issues arise; and
- the nature and complexity of the advice and services we provide to you.

### Variables that can affect legal costs: fixed fee

If we are calculating professional fees on the basis of a fixed fee, the variables that can affect your legal costs are:

- if legal costs are incurred beyond the scope of the fixed fee; or
- if the outlays incurred in connection with your matter are more than we anticipated when we sent the Engagement Letter to you.

### Estimate is not a quote

Our estimate is the best estimate based on the information known to us at the date of sending the Engagement Letter to you. Please note that this estimate is not a quote. We will tell you if there is a significant change in the estimate.

### Review of professional fees and overheads

#### Automatic changes

Our professional fees and overheads will increase on 1 July each year. The increase will not exceed the annual percentage increase in the Consumer Price Index (All Groups - Brisbane) to the March quarter before that 1 July.

This will not apply to our professional fees if we are calculating professional fees on the basis of a fixed fee, unless at least 12 months pass from the date of the Engagement Letter until the date when we issue you an invoice for the fixed fee.

#### Notified changes

We can make a notified change to the amounts of our professional fees or overheads. If we decide to do this, we will write to you and notify you how they are changing.

If you do not agree to the change, you have the right to cancel your engagement of us, but we would encourage you to talk to us first. Otherwise, the change becomes effective 1 month after we have notified you of it.

We will not make a notified change during the first 12 months after the date of the Engagement Letter, or more than once in any period of 12 months.

### Billing

#### Billing frequency

The billing frequency is shown in item 5 of the **Matter details** section of the Engagement Letter.

If the billing frequency is shown as "On completion", we will issue a bill to you when we consider your matter has been substantially completed (or when your engagement of us is cancelled if that happens before then).

If the billing frequency is shown as "Monthly", we will generally issue bills to you on a monthly basis. In some circumstances we might choose to issue bills less frequently, for instance if:

- you ask us to; or
- there has not been much activity on your matter during the month; or
- for some other reason we think it appropriate not to issue a bill at the end of a particular month.

#### Due date for bills

The due date for bills is 14 days after the bill is issued, unless a later due date is specified in the bill.

#### Interest on overdue bills

The rate of interest that we charge on overdue legal costs is the Cash Rate Target (which is the percentage, or maximum percentage, stated by the Reserve Bank of Australia as at the date of the bill) increased by 2 percentage points as at the date of the bill that is overdue. The rate of interest applying to overdue legal costs at the date of the Engagement Letter is shown in item 6 of the **Matter details** section of the Engagement Letter. The interest will accrue daily as simple interest.

#### Who to contact about legal costs

The Business Manager Legal of Ascendia Lawyers Pty Ltd.

#### If there is a dispute about legal costs

The avenues open under the *Legal Profession Act 2007* in relation to a dispute about legal costs are:

- costs assessment under part 3.4, division 7 of the *Legal Profession Act 2007*; and
- an application for the setting aside of a costs agreement under section 328 of the *Legal Profession Act 2007*.

The time limit for you to request costs assessment for legal costs is 12 months from your receipt of the final bill from us for the legal services we were engaged to provide.

The *Legal Profession Act 2007* does not impose a time to apply for the setting aside of a costs agreement but a time limit of 6 years from when the costs agreement was made (or, in some circumstances, from a later date) may apply under the *Limitation of Actions Act 1974*.

#### Involvement of others in your matter

To conduct your matter, we may need to engage the services of experts such as accountants, engineers, surveyors, valuers, town planners or forensic experts. If we do:

- we will discuss with you the identity of the expert; and
- we will recommend to you an expert who we think has the appropriate qualifications to do the work required; and
- we do not, however, take responsibility for the work done by the expert; and
- if the expert makes a mistake or is negligent, we are not responsible for the expert's mistake or negligence (but the expert may be).

#### Trust money

If the Engagement Letter asks you to deposit money to our trust account:

- we do not have to start or continue work until you satisfy that request; and
- we may cancel your engagement of us at any time before that happens.

We may withdraw trust money held on your behalf, for payment of legal costs owing to us by you:

- if we first give you a request for payment, referring to the proposed withdrawal; or
- if we first give you a written notice of withdrawal; or
- in the situations allowed by the *Legal Profession Act 2007* and the *Legal Profession Regulation 2008*.

#### What we can expect of each other

We will:

- represent you with reasonable care, skill and diligence; and
- meet our professional and ethical obligations to you; and
- do our best to keep you informed of the progress of your matter.

We do not give financial, taxation or commercial advice. It will be your responsibility to be satisfied about the financial, taxation and commercial implications of anything involved in your matter. We will sometimes discuss those issues with you, but those discussions are only part of a general commentary about your matter and should not be treated as us assuming any obligation to give you financial, taxation or commercial advice.

You will need to:

- give us timely, accurate and full instructions and information; and
- make available all documents and records that are relevant to your matter; and
- tell us if you are going to be away or uncontactable; and
- tell us if you contact details change; and
- tell us if you have any important time limits; and
- ask us for clarification if there is anything you are not sure of; and
- pay any bills on time; and
- do everything else that is indicated in these Terms of Engagement.

#### How we deal with you

##### If there are more than one of you

Unless you instruct us to use different protocol:

- we can deal with any one of you and any communications to or from any of you will be taken to have been on behalf of all of you; and
- instructions given to us by any one of you will bind all of you.

If there are more than one of you, you are bound "jointly and severally" by the terms of your engagement of us. This means that each of you is bound individually and you are also bound together.

##### If you are a corporation or business

Unless you instruct us to use a different protocol, we can deal with (and take instructions from) any director, manager, senior person or other person you have introduced to us to deal with on your behalf.

##### Where we will send communications

Unless you instruct us to use a different protocol:

- we can communicate with you by post, telephone, fax, email or any other agreed method; and
- we can use any postal or street address, telephone number, fax number and email address that you give to us or publish on your letterhead, any communication you send to us, your website or any public directory.

##### Cancelling your engagement of us

You can cancel your engagement of us at any time by notifying us. We can cancel the

engagement by notifying you if:

- you breach your obligations under these Terms of Engagement; or
- you do not pay a bill on time or we do not think you will pay future bills on time; or
- you do not give adequate instructions to us to allow us to have confidence that we can appropriately and professionally represent you; or
- you do not give us timely instructions (including if we write to you asking for instructions within a specified period and we do not receive the requested instructions within that period); or
- you indicate you have lost confidence in us; or
- we discover a conflict of interest; or
- you do not follow our advice or recommendations; or
- you ask or expect us to act unprofessionally or unethically; or
- for other professional or ethical reasons, we decide we cannot continue to act for you in your matter.

If you or we cancel our engagement, we can charge you legal costs after the cancellation for:

- work that you ask us to do; and
- work that we have to do in order to satisfy professional or ethical obligations we still owe you; and
- work that we do in connection with the cancellation of our engagement if you do not promptly do what you need to do in order to formalise the cancellation.

If we are calculating professional fees on the basis of a fixed fee, that work for which we can charge you legal costs after the cancellation of the engagement is not covered by the fixed fee.

##### Information sharing with other Ascendia entities

As lawyers, we are bound by strict duties of confidentiality. However, most of our clients come to us as a result of referrals from other Ascendia entities and normally our clients want us to liaise with those other Ascendia entities in the course of acting for them.

Unless you tell us otherwise, we will assume that you have consented to:

- us sharing information about you and your matter with other Ascendia entities if they ask us for the information; and
- other Ascendia entities giving us information about you if we want it from other Ascendia entities in the course of acting for you in your matter.

Please note that for as long as you do consent to us sharing information with other Ascendia entities, that does not necessarily mean that the other Ascendia entities will have free access to our file on your matter or that we will continually keep them advised of the progress of your matter. It means only that if they ask us for specific information, or if you ask us to give them specific information, then we will accommodate those requests.

By "Ascendia entities", we mean the companies that provide accounting, financial planning and consulting services as part of the Ascendia group, as well as the people who work for those companies.

##### Documents and files

###### Copyright and intellectual property

We will own the copyright and other intellectual property rights in any advice or other document we prepare or give you. However:

- you may use any advice or other document we give you, for any legitimate purpose associated with the purpose for which we gave it to you; and
- we will not engage in any dealing or transaction with any copyright or other intellectual property rights, or perform or authorise any act comprised in the copyright, to the extent that doing so would infringe the professional or ethical duties we owe to you (such as duties of confidentiality).

###### Ownership of file contents

The contents of our file for your matter are our property, other than documents the law says are your property (such as documents we prepare for your benefit and charge you for). This is detailed more particularly in our records policy on the Ascendia website at [www.ascendia.com.au](http://www.ascendia.com.au).

However, we will have the right to exercise any lien arising by law. (A "lien" is a right we can exercise in certain circumstances to hold documents, money or other property until legal costs due or to become due to us have been paid.)

###### File retention and custody

When your matter has been completed, we may create digital images of the paper documents on our file for your matter and then destroy those paper documents.

However, we will not destroy any documents (such as original wills and powers of attorney) that we already hold or have told you we will hold in our long-term document custody system or that we are required to retain by law. You consent to and authorize the destruction of your file in accordance with the terms of this engagement.

We will keep our file, consisting of:

- paper documents or digital images of paper documents that we have destroyed as mentioned above; and
- other digital and electronic files,

for at least 7 years after your matter has been completed (except to the extent that we have given it to you another lawyer representing you). After that we may destroy it. You should arrange to collect it from us before then if you wish to keep it.

After your matter has been completed, we may store the file at a location away from our office premises. If we do, and you ask us to retrieve the file, we can charge you a reasonable administration fee as well as any retrieval fee that we have to pay to the place where the file is being stored.

#### **Your rights**

You have the rights to:

- negotiate a costs agreement with us; and
- receive bills from us; and
- request an itemised bill after receipt of a lump sum bill; and
- apply for legal costs to be assessed within 12 months if you are unhappy with a bill; and
- apply for a costs agreement between you and us to be set aside; and
- be notified under section 315 of the *Legal Profession Act 2007* of any substantial change to anything included in a disclosure made under part 3.4, division 3 of that Act (including in this Engagement) as soon as is reasonably practicable after we become aware of the change; and
- request written reports of the progress of your matter (for which we may charge you a reasonable amount); and
- request written reports of the legal costs incurred by you to date or since the last bill in the matter (we will not charge you to give you one of these reports).

#### **Law applying to legal costs**

The law of Queensland applies to your legal costs.

However, if we provide legal services to you wholly or primarily in an Australian jurisdiction other than Queensland, or if your matter has a substantial connection with an Australian jurisdiction other than Queensland, you may have the right to:

- accept under a corresponding law a written offer to enter into an agreement with us that the corresponding provisions of the corresponding law apply to the matter; or
- notify us in writing under a corresponding law, and within the time allowed by the corresponding law, that you require the corresponding provisions of the corresponding law to apply to the matter.

A "corresponding law" is the law of a State or Territory of Australia that corresponds to the *Legal Profession Act 2007* of Queensland.

#### **Limitation of liability scheme**

Our lawyers individually participate in the limitation of liability scheme for solicitors administered by the Professional Standards Council. For more information, you can ask us or contact the Professional Standards Council or the Queensland Law Society.

#### **Transfer of engagement**

If we sell our law practice and notify you of that fact, the agreement which includes these Terms of Engagement continues in force between you and the buyer of our law practice.

#### **Guarantee**

If the Engagement Letter says that we are offering to act for you on the basis that a person is to give us a written guarantee for your obligations to us:

- we do not have to start or continue work until that person has given us a written guarantee in a form acceptable to us; and
- we may cancel your engagement of us at any time before that happens; and
- for clients who have entered into an engagement with other members of the Ascendia group, this engagement includes the guarantees provided for in that engagement.