

Taxation Consulting Services

Terms of Engagement

Saward Dawson operates under the standards of the Chartered Accountants Australia and New Zealand ("CAANZ"). The CAANZ has issued standards and recommendations regarding the Terms of Engagement ("Agreement") between accountants and their clients.

This Agreement is prepared in accordance with those standards and recommendations and confirms our understanding of the nature and the limitations of the services we will provide to you.

Registered Tax Agent

Saward Dawson is a registered tax agent under the Tax Agent Services Act 2009 (TASA 2009). As a registered tax agent we are required to abide by the Code of Professional Conduct and the civil penalties provisions under the TASA 2009.

Purpose and Scope of the Engagement

Saward Dawson agrees to provide the requested tax advice based on the relevant Australian taxation law in force at the date of the provision of the advice, as well as your rights and obligations under the Australian taxation law pertaining to the engagement.

Advice given by Saward Dawson is only an opinion based on our knowledge of your particular circumstances and based on Australian taxation law in force at the date of the provision of the advice. Australian taxation laws are subject to frequent changes. Therefore, it is your responsibility to seek updated advice if you intend to rely on our advice at a later stage.

In providing the requested taxation advice, Saward Dawson will be relying on the information that you have provided to us. It is your responsibility to supply us with complete and accurate information of your circumstances pertaining to the requested advice.

Our Responsibilities

It is our duty to act in your best interests. However, this duty is subject to an overriding obligation to comply with the law.

We will not disclose any information relating to your affairs to any third party such as your financial institution or business partners without your consent, unless required by law.

What you are to do

The completeness and accuracy of the information you supply will affect the relevance and reliability of the advice provided.

You will be responsible for:

- Providing us with relevant taxation information and any additional information requested by us within a reasonable period of time
- Informing us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services and includes any event which may result in us becoming unable to remain objective in the performance of our services to you

Ownership of Documents

All original documents obtained from you arising from this engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will result in the production of tax advice documents, including, if applicable, supporting electronic documents or files, which will be supplied to you. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain property of Saward Dawson.

Saward Dawson has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has also established dispute resolution procedures.

Professional Fees and Payment Terms

Our fees are based on the time required to complete your work. The hourly rates vary depending upon the level of experience of the team member involved. Hourly rates are reviewed each year.

Saward Dawson will provide our services cost effectively to you by assigning the appropriate level team member to your work. Our invoices contain details of the services performed.

Where due to unforeseen circumstances, the fee is, or is likely to be, substantially greater than anticipated or expected,

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Saward Dawson will discuss the matter with you as soon as possible.

Our payment terms are payment due in full no later than 14 days from issue of Invoice. If the amount payable on the Invoice is not paid within 30 days of the date of that Invoice, then Saward Dawson reserves its right to charge you interest on the total unpaid amount calculated 30 days from the date of the Invoice until the actual date of payment at the rate of 12% per annum calculated daily.

The client is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by them for enforcement of obligations and recovery of monies due from the client to Saward Dawson.

Responsibilities

In conducting this engagement, it is our duty to act in your best interests. However, this duty is subject to an overriding obligation to comply with the law.

Information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your consent.

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

You are required to arrange for reasonable access by us to relevant individuals and documents, and to be responsible for both the completeness and accuracy of the information supplied to us.

Limitation of Liability

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

<https://www.psc.gov.au/sites/default/files/logos/2019%20AANZ%20Scheme.pdf>

Confirmation of Terms

Acceptance of our services in conjunction with this information sheet indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change.