

Terms of Engagement – 2019 ITR

These are the Terms of Engagement (“Terms”) between:

Sage Business Group (“We”) ABN 19075116826 and **The Client** (“You”)

This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide

A.	PURPOSE OF THE ENGAGEMENT
1.	We agree to prepare for you the following documents: <ul style="list-style-type: none"> • 2019 Income Tax Returns, including estimates of your taxation position and advice about taxation payments
2.	We will provide the services listed above for individual clients for the 2019 Financial Year Income Tax Return

B.	CLIENT ACKNOWLEDGEMENT
1.	<p>You acknowledge the following:</p> <ul style="list-style-type: none"> • I undertake that I have declared all income including any capital income to Sage Business Group to prepare this return. • I understand that if I have exceeded my superannuation contribution cap that I am responsible for any tax and losses in relation to such matter. • I understand that I am responsible for reviewing the return before signing, meeting the ATO substantiation requirements for all claims made and for providing all relevant information for the preparation of the return. I understand that Sage Business Group will be responsible for the preparation and lodgement of this return based upon the information I have provided. • I understand that the extent of this engagement does not include Sage Business Group acting on my behalf or being responsible for any matters arising under a tax office audit. I acknowledge that Sage Business Group have offered me the opportunity to take out audit protection insurance. • I acknowledge that I am responsible for payment of all fees in relation to this engagement and agree that my return will be lodged subsequent to payment of all outstanding monies (if any) and for the completion of this assignment.

C.	YOUR DISCLOSURE & RECORD KEEPING OBLIGATIONS
1.	You are required by law to keep full and accurate records relating to your tax affairs.
2.	It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work specified under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within 10 working days. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees.
3.	You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information you provided to us being inaccurate, incomplete or misleading. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.
4.	By accepting the terms in this Agreement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record keeping.
5.	The <i>Taxation Administration Act 1953</i> contains specific provisions that may provide you with "safe harbours" from administrative penalties for incorrect or late lodgement of returns if, amongst other things, you give us "all relevant taxation information" in a timely manner. Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the "safe harbour" provisions and will be taken into account in determining the extent to which we have discharged our obligations to you.
6.	You are also required to advise us if you become aware of any conflict of interest or potential conflict of interest. Some examples of events which could give rise to a conflict of interest or potential conflict of interest during this engagement are changes to your business circumstances, events affecting your family (eg. death and/or marriage breakdown) or a legal action commencing against you.

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D. YOUR RIGHTS & OBLIGATIONS UNDER THE TAXATION LAWS	
1.	You have certain rights under the taxation laws, including the right to seek a private ruling from the Australian Taxation Office (ATO) or to appeal or object against a decision made by the Commissioner. As relevant, we will provide further information to you concerning your rights under the Australian taxation laws while we provide our service to you. You also have certain obligations under the Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date.

E. OWNERSHIP OF DOCUMENTS	
1.	All original documents obtained from you arising from this engagement will remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.
2.	Our engagement will result in the production of Income Tax Returns 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 our property.
3.	We will exercise a legal right of lien over any of your documents in our possession in the event of a dispute between us. We also have established dispute resolution processes, details of which are available on request.

F. LIMITATION OF LIABILITY	
1.	Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Council - www.professionalstandardscouncil.gov.au