

ANTONY SYNDICATE

ACCOUNTANTS & BUSINESS CONSULTANTS

3 May 2023

Client's Full Name: _____

Date of Birth: _____

Client's Tax File Number _____

ABN (s): (if applicable) _____

Client's email address: _____

Mobile & Work phone numbers: _____

Client's Postal Address: _____

Dear Client,

RE: APPOINTMENT OF ANTONY SYNDICATE PTY LTD – ENGAGEMENT TERMS

In accordance with **ethical and professional requirements** we provide you with our standard **engagement agreement**. Details of our Firm (the Company) can be located on our website at www.antonymsyndicate.com. Due to changes in the Taxation Laws of the Commonwealth of Australia, that are effective from the 1st of March 2010, we have updated our standard engagement agreement. This new agreement replaces our previous agreement or any verbal arrangements that were in place. This agreement is the contractual arrangement between our Firm and you.

Clause 1:

Our Firm operates as a limited liability licensed Chartered Accountancy Company subject to a statutory liability limitation scheme. The company is Antony Syndicate Pty Ltd. In this agreement a reference to 'we', 'our' or 'us' is a reference to the Company.

Our Company's Principal is Mr Mark Antony Guest. He is a registered tax agent (No. 78992001), a registered and qualified Chartered Accountant, and the Company's sole director. However, Mr Guest is only one of several qualified employees our Company uses to service the needs of you and your businesses.

It is our Company that provides you with the agreed professional services that you require. Mr Guest and the rest of our Team, work for our Company as a separate legal entity and Mr Guest and

the Team are contracted to our Company, not to you directly. This unless an additional engagement is agreed for certain audit, tax or expert work provided by Mark Guest personally in addition to any services of our company. In other words, this engagement agreement is a contractual arrangement between you and our Company, and our Company has the right to replace any Team member, including our Principal, with another suitably qualified person.

Whilst Mr Guest and all our team members, as qualified professionals, owe you a duty of care, you agree that any breaches of this duty of care are the sole responsibility of our Company. Our Company maintains insurance coverage for this purpose, although as is noted above and later in this agreement, the insurance coverage is both conditional and limited by law.

Clause 2:

Unless you are a large corporate then in this agreement, a reference to 'you' or 'your' is a reference to the individual that this agreement has been emailed or posted to. In other words, 'you' refers to the client that is engaging our Company. In this agreement, a reference to 'your business' is a reference to the entity or commercial activity that you are undertaking. It includes a company or separate legal entity that you are, associated with, direct, manage, or own.

You agree that you are the client, notwithstanding that we may provide professional services to your business that may be structured as an entity that you own, direct, manage, or are associated with.

You agree that you are the client, notwithstanding that we may provide professional services to your spouse or another family member or dependent (s).

On this note, you should advise your spouse, family member, your business and its partners etc, and your dependents that we act primarily for you, unless with your consent, they put in place a separate engagement agreement with our Company.

Clause 3:

Our Company will only undertake for you and any of your businesses, all such accounting, tax, consulting, audit and professional services that you both request for us to undertake **and that we then so consent to undertake**. You may request work of us verbally, or in writing.

We give our consent to undertake your work generally by email, or by starting the work you have requested. We will confirm any verbal instructions given to us by you via an email, letter or text message.

When you make requests for our work or services you must only deal with our Company via our Principal (Mr Mark Guest). Please use clients@antonysyndicate.com when corresponding with our Firm.

Our Company Principal is the only person with legal authority to bind our Company. Any advice given by our Company to you must be in writing (generally via an email) and all advice must come

with the approval of our Principal. In other words, only in writing, text or email from Mr Mark Guest.

Note: We do not undertake financial planning or investment advice services.

Clause 4:

Unless we are engaging with you for the special project advised at Appendix A to this agreement, **or** you advise us in writing otherwise, we will advise the Australian Taxation Office and ASIC (for corporates) that you are our client and that we and or our nominees act on your behalf. This means you will be under our or our nominees ASIC, Tax and GST lodgment programs and that you have a Tax Agent and an ASIC agent acting on your behalf at your professional cost.

Clause 5:

Due to the statutory requirements of the aforementioned Tax Agent's Law effective 1 March 2010, we separate our services into standard tax agent services, specialist tax agent services and other professional services.

A - Standard tax agent services are as follows:

- The preparation and lodgement of your annual income tax returns.
- The preparation and lodgement of BAS and IAS returns.

B - Specialist tax agent services are as follows:

- Taxation planning advice.
- Taxation law interpretation.
- Payroll tax assistance and advice.
- Workcover advice.
- Superannuation advice including Superannuation Guarantee Charge advice.
- Stamp Duty advice.
- Lodging and stamping of documents.
- Fringe Benefits Tax advice.
- Preparation or lodgement of Fringe Benefits Tax returns.
- Social Security legislation.
- All other matters related to taxation, or the payment of tax not already noted above.

Note: You agree that any State Government related tax services must be separately engaged by email or letter on a case by case, or specific, project basis. This is because a Registered Tax Agent acts in relation to Commonwealth tax law.

C- Other professional services are as follows:

- Business and personal accountancy services.
- Administration and related bookkeeping services.
- Company secretarial and related ASIC services.
- Consulting and management consulting.
- Trustee services.
- Advisory services (to business owners / managers, superannuation funds and investors).
- Audit services (to superannuation funds, non-corporate entities and with conditions, corporate entities).
- Preparation of your Annual Financial Reports.
- Fraud detection or prevention.
- Estate planning.
- Business purchases and sales and valuations.
- Advice on other federal or state tax legislation.
- Accounting and information management systems.
- Internal control systems.
- Internal auditing.
- Record keeping systems and procedures.
- Treasury and financial control activities.
- Business management activities.
- Expert witness and expert consulting.
- Auditing and ASIC reviews.
- Trust account processing and reconciliation.
- Director, executive and officer services.
- Any services separately noted on Appendix A to this engagement agreement.
- All other professional services not related to tax not already noted above.

Note: You agree that these and any other professional services must be separately engaged by email or letter on a case by case or a specific project basis at Appendix A. We also note that certain specialist work requires an agreed higher hourly rate for you to pay our Firm. This so as to cover our extra risk or a need for our more qualified focus upon your specific needs.

Clause 6:

To the best of our professional ability, subject to the laws of the Commonwealth of Australia, we will attempt to act in your best interest. Where the legal responsibility we owe to any tax jurisdiction, any government, any regulatory, statutory or professional body etc. conflicts with your best interests, we will notify you so that you can decide if you wish to remove us from the matter causing the conflict.

Clause 7:

To the best extent we can, subject to the laws of the Commonwealth of Australia, we will keep all your information and business affairs confidential and will not disclose such information to any other third parties without your authority.

You will, however, allow us to list your business or businesses as clients in our marketing and internet promotional material.

You must also accept that our and your records are kept on our secure computer server in a locked and alarmed office, and also securely on a professional internet cloud, but that expert hackers may be able to breach our security notwithstanding the considerable efforts that we have taken to make our networks and computer information secure.

You must also accept that Government Agencies can take our computers and other records away without your or our consent.

Clause 8:

You will take reasonable action to protect the copyright and intellectual property rights of the material, information and services that we provide to you. In addition, **all** correspondence between you and us is private and is strictly not for publication without your and our written consent.

We recommend you follow the advice we give on our standard tax information sheet, as is emailed to you with each tax return that you review, acknowledge and authorise.

Clause 9:

You will respect the fact that we are running a professional business and that we always pay our undisputed accounts on time. Our fees are competitive, and our services are first class.

You agree to pay the fees we invoice to you and within our credit terms. This is required so we can pay our employee and contractor wages and our creditors on time.

Clause 10:

You will be invoiced for our services on the following basis:

We will render you invoices as work progresses, most often monthly. Our fees for **standard delegable** Australian based accounting and tax services are charged at an hourly rate no higher than \$198.37 **plus** Australian GST and out-of-pocket expenses. For standard **forensic or expert accountancy** work we charge a higher rate of \$236.59 per hour plus Australian GST and out-of-pocket expenses. For **special project work** requiring the focused expertise of our Firm Principal, and or having higher risk or significant financial worth to our major corporate clients, our time is charged at a higher fee rate of \$450 per hour plus Australian GST and out-of-pocket expenses.

Our Principal's fee rate is subject to an inflation adjustment every year on the first of August, this based on the Sydney CPI result for the previous financial year. Staff rates are also subject to the same annual CPI August adjustment, **as well as** increases based on their productivity improvements and or their statutory or market rate wage increases.

Our minimum time charge is 5 minutes per activity, so phone discussions, an email or similar, will result in at least a \$18.18 GST inclusive fee.

Staff and non-Principal time is charged at lower rates generally at an industry standard of 3 times their gross remuneration cost converted to an hourly rate. Our staff rates are generally in the region of \$90.00 to \$110.25 per hour **plus** Australian GST and out-of-pocket expenses.

All staff work is subject to the legally mandatory professional supervision of our Company's Principal at his above noted fee rates.

Our fees are due for payment within 14 days of the date that you are emailed our invoice.

It is our practice to provide a detailed time record with our invoices related to our standard accountancy fees. **In the unlikely event that you have an issue with any of our invoices you agree to contact and consider the matter with our Principal prior to the invoice becoming overdue.**

Where appropriate, and subject to your **prior** approval, we reserve the right to bill specialist work on a success fee basis.

In respect of large and complex tasks we generally insist on a deposit or the advance payment of an agreed fee prior to starting your project or work.

However, we prefer to be paid via a monthly retainer (with us supplying time records to show that you are receiving fair value), and so once we understand your business and the ongoing scope of what you require, if you are a large client, we will propose an appropriate base monthly fee.

Alternatively, to any of the above arrangements, and only by mutual agreement, we can instead provide our services on a set fee basis. However, our then terms are a fifty percent initial payment at the start of the assignment, with the balance being due seven days after successful completion.

Out-of-pocket expenses include our Company's or our Principal's legal costs incurred as a result of action from third parties, or you, that have resulted, because we have followed your instructions.

Out-of-pocket expenses also include our Company's or our Principal's legal costs incurred as a result of action from third parties, or you, that have resulted, because you have published our private correspondence without our written permission.

Clause 11:

It is a fundamental condition of our Company's appointment that you accept that you are personally responsible for the payment of all the work that our Company and its Team, have undertaken for you, your businesses or your family, regardless of the fact that our professional services might have been provided to a separate legal entity associated with you, or your spouse or another family member. In other words you personally guarantee the payment of our fees for the work that you have requested.

Of course, if the separate legal entity, your spouse, or family member pays our fee invoice, then you have no further obligation to our Company with respect of the invoice that has been paid.

Clause 12:

If you are unhappy with our work we have the right, at our cost, to resolve and fix the matter. When the matter is fixed you will then need to settle our invoice in full and on time.

We are accountants (not doctors) and so when mistakes happen, people don't die. Accounting and tax errors are generally easy to correct and rectify. If something appears in error contact our Company Principal without delay so that the situation can be resolved.

Clause 13:

This engagement agreement extends to each taxpayer in your Group unless you request separate engagements. By asking us to perform work for your Group, you:

- Warrant that you have authority to engage us for each member of the Group;
- Have legally engaged us for each member of the Group, and
- Agree to indemnify us against any member of the Group's breach of our terms including failure to pay our fees for services requested and so provided.

Furthermore, the members of your Group become jointly and severally liable for payment of our fees under this engagement agreement.

Clause 14:

Unless we separately contract otherwise, our ongoing relationship **may be terminated with seven days notice at any point via written, text or email notice** by either you or us. However, termination will not waive your requirement to fully remunerate us as agreed in this engagement agreement, up to the date of your or our termination.

Clause 15:

If your payment for our services is not received within 55 days of the receipt of our invoice you grant us the right to levy a late payment administration fee of the greater of \$50 or three percent of the total invoice amount. If you have not settled an undisputed account with us by ninety days, you grant us the right to notify credit rating agencies etc. that you are in default with us. In this respect the default is by **you personally, and your business or company.**

In the unlikely event that we are forced to take debt collection or legal action to recover monies owed by you to us, you agree to pay for such independent debt collection and or legal costs, as well the undisputed or the resolved account unpaid.

Note: You may not ignore our invoices and then at a later date dispute them. Rather, you agreed to resolve or raise any issues in relation to our invoices with us no later than 14 days from your first receipt of our invoice and ideally raise all issue immediately upon receipt of the invoice.

Clause 16:

It is a key condition of our appointment that you must agree to act in a manner that seeks to avoid a legal dispute between you, your businesses, and our Firm.

If you wish to dispute our fees, the work we have done, or any issues that arise from our professional relationship, then such a matter must be advised to us within 14 days of the dispute arising. We must then be given 14 days to address, or provide an explanation for, the matter.

Should the dispute then not be resolved, you and our Principal must then meet to negotiate the matter within the next 14 days.

Clause 17:

If the meeting has not resolved the matter within another 7 days then the matter must be put to an independent legal expert for a binding determination. The legal expert's fees must be paid in advance, at the shared cost of both you and our Company. The expert shall be appointed or recommended by the NSW Law Society and the determination shall be final and binding on you and our Firm.

If you breach this key condition of our appointment you then agree to be subject to liquidated damages and to be responsible for all the costs of our Firm, including our legal and debt collection costs that arose because you did not follow the agreed dispute process.

Clause 18:

Fundamentally, we provide professional services to clients, we expect to be paid in full and on time, and we have no intention of exposing our Firm to the legal costs that arise when clients attempt to avoid the payment of their legitimate debts owed to our Firm.

Clause 19:

We will **not** accept any form of undisclosed commissions from third parties as a result of our relationship with you or your businesses. Any benefits we receive will be disclosed to you in advance or as soon as they become apparent to us.

On this note we disclose to you that we **do** receive frequent flyer points and other significant benefits from the use of our credit cards in paying for approved out-of-pocket client expenses.

Clause 20:

You acknowledge that our services involve making judgments which may be affected by factors and events that are not capable of precise assessment and that in many cases we are required to make value judgments based on the information compiled by Government Agencies, scientific organisations, industrial, commercial and professional organisations and others. We are also reliant on the accuracy and completeness of the information that you provide to us. It is therefore agreed by both you and us that whilst we are responsible for the provision of consultants and personnel to carry out our obligations in accordance with sound business principles, **neither us or any of the persons employed or engaged by us shall be liable for any loss or damage sustained by you or your businesses** or any other person or entity arising directly or indirectly from or in connection with the provision of service and advice, technology or products by or through us or any other person as a result of this engagement agreement or otherwise.

Clause 21:

If notwithstanding clause 20 above, in the unlikely event that we are found to be liable to you for professional negligence and accordingly we are required to pay you or your businesses damages, such payments are limited by the Australian Professional Standards (Accountants) Scheme. This means that our Firm's liability may be capped at \$2 Million per claim for Public Accounting Services.

This notwithstanding, you also agree, under Common or Statutory Law, that our liability for Non-Public Accounting Services is Nil. Or failing that at law, our liability is otherwise **limited to the lesser of \$250,000 or ten times the average yearly fee** that you have paid to us over the life of our engagement. **This second paragraph applying to the following Clause 22 and 23 exemptions.**

Clause 22:

Our Principal, with his and our Company's approval, does at times, for financial reward, assist financially secure clients by accepting appointments as a Trustee, director or company officer in a client's corporate business or related entities. In such cases our insurance provider, and our Company, will **not provide any professional indemnity cover** to you or your business, as Mr Guest, by being an officer in your business, is like you, the client of our Company. Being at law both the service provider and the client causes our Company to have a perceived or actual conflict of interest. If there is a dispute in such a situation, then no professional indemnity liability cover can be given, nor can it be expected. Neither from our insurer, our Company nor our Principal.

On this note, unless Mr Guest is listed with ASIC, with his consent, as being a director or an officer of your business, then he is **not** an officer or deemed officer of your business. In other words, if Mr Guest is not a consenting company secretary nor a company director in your business, then he is only ever the tax agent employee and sole director of the independent public Chartered Accountancy company that you use and as such this clause 22 is not applicable to you.

Clause 23:

If you are a family member or a close relative of our Company Principal then you must accept that you may have no professional indemnity cover from either our Company or our insurance provider.

If this is an issue, then our Company can arrange an independent accountant (at your cost) to assist you with insurable Public Accounting Services.

Clause 24:

Any disputes between you and us must be advised in writing and resolution **must** be sort in accordance with clauses 16 and 17 above.

Clause 25:

We reserve the right to withhold our services should our invoices not be paid by the due date, or if you are insolvent and or you are placed into receivership or administration be it voluntary or otherwise.

Clause 26: (Our additional terms applicable to tax services only – through to page 17)

As follows are additional terms that relate **solely** to the taxation services provided by our Company under the supervision and directorship of our Tax Agent Principal, Mr Mark Antony Guest. Our taxation services are listed in Clause 5 sections A and B above.

These taxation services terms are in addition to our Company's other terms above and below in this engagement agreement. All other terms outside this clause 26 of this engagement

agreement apply to other professional services **and** all tax services, but the terms in this Clause 26 whilst applying to tax services, do not apply to other professional services (non-tax services).

Where there is any conflict between Clause 26 terms and other terms of this engagement agreement, then in relation to tax services, the Clause 26 terms will prevail.

In providing and arranging tax services our Company is subject to:

- The rules and by-laws of the Institute of Chartered Accountants to which our Principal is a member and our Company is registered with; and
- The Code of Professional Conduct ('Code') contained in Part 3 of the Tax Agent Services Act 2009 or updates to the same legislation.

About the Australian Institute of Chartered Accountants

- The Institute of Chartered Accountants is the most prestigious accounting body in Australia. It is the most academically difficult Australian accounting body to become a member of. The most experienced and qualified accountants are more often than not Chartered Accountants. There are a number of obligations that an Accountant has to meet in order to become and remain a Chartered Accountant – all that benefit consumers of accounting and tax services. If there are any major issues with our services our clients can complain and seek redress from the Institute of Chartered Accountants.

About the Code of Professional Conduct

The Code applies to all Tax Agents. It also applies to our Company as its Principal and sole director is a registered tax agent recognised by the Australian Taxation Office.

The code requires:

- Honesty and Integrity.
- Independence.
- Confidentiality.
- Competence.
- Responsibility for various tax related issues set out in the Code. Our compliance with the Code

We will:

- Assist you to comply with taxation laws.
- Act lawfully in your best interests.
- Avoid engagements which conflict with your interests without your consent.
- Maintain confidences and not disclose confidential information without your authorisation.

- Provide taxation services competently.
- Advise you of your tax obligations when you request.
- **Provided that you have given us all the necessary information in the time frames stipulated and provided that you also pay our fees**, we will lodge your tax returns and other documents in a timely manner.

As follows is important information about the Australian Taxation System that we are required to inform you about. We also provide some information that you should both understand and accept.

Whilst we have a duty to you as a client, we also have a legal responsibility to the Commonwealth of Australia to ensure that we do not act for a client when we know that they are cheating on their tax obligations.

Accordingly, we cannot become aware, at any stage, that any client, including you, has deliberately and illegally evaded their tax obligations and will not allow us to assist them to rectify the situation.

In other words, if you are involved in illegal tax evasion and you don't wish to rectify the situation then please do not appoint us as your tax agent.

That stated we and our clients seek to legally minimise all expenses including taxation but the processes we follow and recommend are legal, ethical and pass 'the smell test'.

Reliance on your records

We rely on the records and information you provide to us and your records and information are expected at law to be reasonable and competent. We will generally not carry out an audit of your records unless you pay us to do so. However, at times, we will be required to review source documents to determine whether you comply with the various taxation laws of Australia. We have legal duty to form a view about the accuracy and completeness of your financial records and we will exercise professional skill and judgment to bring obvious discrepancies to your attention.

If you want us to guarantee that you will not ever get into any trouble with the Australian Taxation Office (ATO) then outsource all your accounting functions to our Company and be completely honest with us about all your business and tax affairs.

Your obligations

You must:

- Provide us with all the relevant information we request to enable us to complete the work that we have agreed to complete for you.
- Provide records and information in the time frames stipulated (generally 6 weeks before any income tax obligation date).
- Answer our queries promptly.
- Comply with our trading terms.

- If you are late providing us with information, you must not seek to blame us for the ATO fines that will be levied against you.

About the Australian taxation system

Under Australian law a taxpayer is primarily responsible for their tax compliance, even where they engage a professional to assist them. This guide summarises some key issues. But before reviewing the guide we suggest you understand and accept the tax culture of our Firm. If you have a different tax culture, then we may not be the best Firm to represent you.

We have formed a view based on many years of experience that clients are best to attempt to maximise their business profits and thus the tax they pay! Maximising profits improves the tax-free sales value of your business and facilitates borrowings that can assist you and your business to improve your financial position in the short and long-term.

Tax evasion is a crime, and we cannot be involved with or know of criminal behaviour. At the end of the day if you don't wish to pay to the Government the net GST that you have collected and 30% of the tax profit that your company has made, then you best look to appoint another Accounting Firm. Our experience is that honest accountants and honest clients are the most successful people anyway.

For detailed information, ask us or see the further resources listed below.

Under the ATO's Taxpayers' Charter you are expected to:

- Act honestly.
- Supply complete, accurate information for tax returns.
- Keep proper records for generally 5 years.
- Take care in complying with tax obligations.
- Promptly lodge documents with the ATO.
- Pay tax on time or arrange a payment plan.
- Cooperate with the ATO where necessary.

The self-assessment system

- Your tax bill is based on your own self assessment. You must correctly apply the law and assess your liability, with our assistance.
- ATO normally accepts self assessments at face value and issues tax bills speedily, based on them. For companies and superannuation funds, assessment is deemed to be made when the tax return is lodged.
- ATO relies on audits and other processes to verify selected self assessments.
- Penalties may apply if errors are detected – depending on the nature of the error.

- Penalties can be lower for accidental and smaller mistakes and higher for intentional and larger ones.
- **In serious cases of fraud or evasion ATO may prosecute and seek a conviction, fine or prison sentence.**
- Underpayment and late payment attract penalty interest.
- Tax return mistakes should be voluntarily disclosed to ATO, so there may be significant reductions in penalties (or even no penalties).

Amending assessments

- The ATO may amend assessments, but time limits apply.
- The ATO usually responds positively to taxpayer amendment requests but may refuse.
- You must show that an original assessment was excessive when asking to have it reduced.
- Time limits: Generally, two years from the date ATO issued its assessment, or four years for taxpayers with more complex affairs.
- In some cases, there is no time limit e.g. ATO may amend at any time where it considers tax was avoided by fraud or evasion.

Record keeping rules for business taxpayers

- Keep accurate and complete records that explain all your tax-relevant activities and transactions.
- Keep all records relevant to determining your income and expenditure, and records of taxation choices, elections, determinations or estimates.
- Keep any documents relevant to your income and expenditure.
- 'Documents' includes original source documents, electronic documents and a wide range of other types. ATO rulings and publications provide detailed guidance.
- Keep records in English (or a language easily translated to English), in writing and in a way that allows your tax liabilities to be determined.
- Records may be kept electronically (e.g. hard drive) if security and integrity are maintained and the records can be produced in an easily understood form.
- Generally, records should be kept for 5 years from the later of (a) date that the records were prepared or obtained or (b) date the transaction they relate to was completed.

Rules for substantiation of deductible expenses

- Rules apply to individuals and partnerships with at least one individual partner.

- Work expenses, car expenses and business travel expenses must be substantiated by written evidence before deduction can be claimed.
- Work expenses.
 - expenses incurred in earning wages, salary or certain PAYG withholding payments and include depreciation, travel allowance expenses, meal allowance expenses and election expenses.
 - may include travel expenses of an employee.

There is a substantiation-free threshold, but some work expenses are excluded from it.

- Car expenses.
 - expenses related to a car, incurred in producing assessable income.
 - e.g. fuel, oil, servicing, repairs and interest.
 - There are three permitted methods for substantiation: logbook method, one third of actual car expenses method and 12% of original value method.
- Business travel expense.
 - travel expenses incurred by a non-employee in producing assessable income.
 - special rules apply for travel away from ordinary residence for at least six continuous nights.
- Written evidence.
 - normally means a receipt from the supplier of the goods or services containing certain details properly identifying the expense.
 - must be retained for 5 years from lodgement of the return in which the expenses are claimed.

Public Rulings

- Public written advice from the ATO, explaining how it applies or will apply a particular tax law. It may relate to entities generally or a specified class.
- They are legally binding on ATO where applies to a taxpayer who acts in accordance with it.
- May be called rulings, determinations, law administrative practice statements, class rulings or product rulings, as long as they state that they are a public ruling.
- Rulings are published on the ATO website with information on which taxpayers may rely upon.
- Where a Court or tribunal decision is more favourable than a Ruling, a taxpayer may rely on the decision instead of the Ruling.

Private Rulings

- Private written advice from the ATO explaining how it considers a tax law applies to a particular taxpayer and their situation.

- Taxpayer may apply for a Private Ruling for a current, future or past income year or claim period.
- The application can be lodged by taxpayers, tax agents or a legal representative, a partner for a partnership or a trustee for a trust.
- The ATO may only make a ruling on schemes relating to particular matters e.g.:
 - Income tax.
 - Medicare levy.
 - Fringe benefits tax.
 - Franking tax.
 - Indirect taxes – GST, luxury car tax, wine equalisation tax.
- Legally binding on ATO where applies to a taxpayer who acts in accordance with it.
- Where actual law is more favourable than a Ruling, taxpayer may rely on the law instead of the Ruling.
- Taxpayer may object against a Ruling unless:
 - allowed time limit has expired.
 - assessment to which Ruling relates has been issued.
 - the Ruling relates to withholding tax that is due and payable, or
 - the Ruling relates to an indirect tax, e.g. GST.

Objecting to tax decisions

A taxpayer may object to some ATO decisions and have them reviewed e.g.:

- Income tax assessments and amended assessments.
- Fringe benefits tax assessments and amended assessments.
- Administrative penalty assessments for tax shortfall or decisions not to remit an administrative penalty.
- Goods and services tax, wine equalisation tax, fuel tax credit and luxury car tax assessments.
- Excess contributions tax assessments and superannuation contributions surcharge assessments.
- Superannuation guarantee charge assessments.

Time limits apply. Extensions of time are sometimes granted. An objection must be in an approved form and detail the taxpayer's position.

Appeals

A taxpayer may appeal against an unfavourable objection decision by:

- Asking the Administrative Appeals Tribunal (AAT) to review it

- For amounts under \$5,000 – asking the Small Taxation Claims Tribunal to review it, or appealing to the Federal Court.

A 60 day time limit applies. AAT may grant an extension, but the Federal Court may not.

Online resources

You will find useful information about tax matters generally, and record keeping and substantiation requirements, at www.ato.gov.au on the Internet.

Authorities

Information disclosure

We will disclose your information as required by the law, or if not only **with your permission** to:

- Your associates (taxpayers or entities connected with you).
- Banks and financial institutions that provide services to you and your Associates.
- Your solicitors and other professional advisers.
- To persons conducting quality assurance reviews on us.

Tax Refund Cheques

We note that it is our standard practise to arrange for all tax refunds to be paid to each client directly. **You may, but only if you wish**, authorise us to pay taxation refund cheques to us and deduct from the refund amounts any amount you owe to us.

Other Authorities

You authorise us to engage contractors where we deem it appropriate in order for us to fulfil your and our obligations.

Revoking authorities

You may revoke these authorities by written notice to us.

(Continued over the page.)

Clause 27: (This and all following clauses relate to all services, including tax services)

You will own your 'client' documents and your business information, being:

- Any document you supply to us;
- The final form of any document that you have requested and paid us to produce; and
- Any computer files and records you have paid us to produce, process or finalise.

We will retain copies of your documents and if you wish, and at an agreed fee, original documents.

We will own all other documents including drafts, working papers, notes and correspondence. After 5 years we will unless you request in writing otherwise destroy all documents.

Clause 28:

We claim a lien, in respect of our fees, over all your documents and computer files in our possession. You agree that we can retain all records and computer information that we have produced or processed, until our fees have been paid in full.

Clause 29:

We may send you any notice or document by email, SMS, a link to a web page or other electronic means, or in any way permitted by law.

Clause 30:

By requesting us to perform work for any of your companies that you are a director or shareholder of, you agree to indemnify us against your company's breach of these terms including failure to pay our fees.

Clause 31:

The terms of this engagement agreement terms will be effective now and in future years, unless we advise you in writing of any change to our arrangement.

Clause 32:

Unless you advise us within 10 days of receipt of this engagement agreement of any proposed changes to the aforementioned clauses in this engagement agreement, then both parties will be bound by the terms.

Clause 33:

Each of the Clauses in this engagement agreement is separate and the invalidity of any specific Clause or Clauses does not invalidate the rest of the Clauses in this engagement agreement.

Key Point:

Many of the clauses in this agreement effectively say the same thing. This is so that you understand exactly what, your and our, obligations are.

If you are not financially literate, then you should seek independent legal advice in relation to this engagement agreement.

If you have any questions in relation to this agreement, then please do not hesitate to contact Mr Mark Guest or your own legal advisor.

Yours sincerely,

Antony Syndicate Pty Ltd – Chartered Accountancy Corporate Registration No. 177648

Per *Mark Guest*

Mark Antony Guest
Director



Your Acceptance

For myself, my businesses and my appointed dependents, I acknowledge and accept the terms of this engagement as is set out in Clauses 1 to 33.

Signed: _____

Name: _____

Date: _____

Please sign this acceptance section and return this to us, but note that our engagement and terms also apply, and do so with the full protection of the Law, if you simply have us undertake your work absent your signing of this agreement.

