

Terms and Conditions

Oswald Dittmann, Gisela Dittmann, Dittmann Family Trust Staff Superannuation Fund (and associated entities) hereinafter referred as “you”.

“The Macro Group Pty Ltd” hereinafter referred to as “we” or “us”.

1 Scope

- 1.1 The scope of our engagement will include (if relevant):
- Preparation of annual special purpose financial report(s)
 - Preparation and lodgement of income tax return(s)
 - Acting as your Tax Agent and corresponding with the Australian Taxation Office regarding your taxation affairs
 - Preparation and lodgement of annual return as required by the Corporations law and associated resolutions
 - Preparation and lodgement of business activity and instalment activity statements
 - Any other assignment requested by yourself and agreed to by us including the provision of taxation advice.
- 1.2 The scope of our engagement will be limited to performance of the services listed above.
- 1.3 Our procedures use accounting expertise to collect, classify and summarise the financial information, which you provide, into a financial report for your business. This firm will provide accounting services, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.
- 1.4 Reports and returns will be prepared for an agreed purpose. There is no assumption of responsibility for any reliance on our report by any person or entity other than yourself and those parties indicated in the report. The report shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our report may include a disclaimer to this effect.
- 1.5 Financial services are performed under our Limited Financial Services licence.

2 Your disclosure and record keeping obligations

- 2.1 You are required by law to keep full and accurate records relating to your tax affairs.
- 2.2 It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated 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 a reasonable timeframe. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.
- 2.3 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, then you are obliged to advise us as soon as possible. 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.
- 2.4 By accepting the terms of this letter, 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.

- 2.5 The *Taxation Administration Act 1953* 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 (the safe harbour provisions apply from 1 March 2010). 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.

3 Your rights and obligations under the taxation laws

- 3.1 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 during the conduct of the engagement contemplated by this letter.
- 3.2 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.

4 Trust account

- 4.1 We maintain a separate trust account for dealing with all money and property received from you or on your behalf, except for amounts received from you in payment of our fees. We may apply these funds in payment of our bill with your written authorisation.

5 Electronic lodgement of returns

- 5.1 We intend to lodge all returns to the Australian Taxation Office (“ATO”) electronically. As part of this facility we retain the signed copy of the return, however it is available to the ATO upon request. You authorise us to lodge where possible all returns electronically and retain the signed copy.

6 Quality control

- 6.1 Preparation of this file is in accordance with Australian Accounting Standards. This means that information acquired by us in the course of our engagement is subject to strict confidentiality requirements. Our files may, however be subject to review as part of the quality control review program of Chartered Accountants Australia and New Zealand which monitors compliance with professional standards by its members. The same strict confidentiality requirements imposed on us as your accountant also apply to such a review. By signing this letter you give us your consent to release your file to such a review.
- 6.2 If your file is selected to be reviewed as part of the quality control review program, we will advise you of such and if you so desire you may withdraw your authority for its release.

7 Our obligation to comply with the law

- 7.1 We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge an income tax return for you that we knew to be false in a material respect.
- 7.2 We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflicts of interest. The effective operation of these arrangements depend, in part, on you complying with your obligation to disclose any potential conflicts of interest to us.
- 7.3 Our advice and/or services will be based on Australian taxation law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are often subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or announced change in law.
- 7.4 From time to time we may send you newsletters advising you of changes in the income tax law, however this does not imply any obligation on us to keep you informed of changes in the law. If this is required a separate engagement needs to be agreed to.

8 Confidentiality

- 8.1 We will not disclose any information relating to your affairs to any third party without your consent, unless required by law. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.
- 8.2 In the interest of enhancing our availability to meet your needs while maintaining service quality and timeliness, we may use external parties to assist us in the completion of your requirements and to provide off-site data storage services. These parties are required to protect client confidentiality and maintain data security. However, we remain responsible for the work completed including, that the work prepared meets our quality control standards. By providing your information you acknowledge that this information may be shared with our employees, directors, consultants and external parties who are used in the course of providing services to you.

9 Data Protection

- 9.1 Where you disclose personal information regarding a third party (including your directors and employees), you confirm that you have complied with the *Privacy Act 1998* (Cth), including that the personal information was lawfully collected, that you are entitled to disclose the personal information to us, and that we may use and disclose the personal information in the course of providing our services to you.
- 9.2 We will comply with the provisions of the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles* when processing personal data about you, your directors, employees and their families (if applicable).
- 9.3 In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

10 Fees and terms of payment

- 10.1 Fees for services rendered will be based upon time spent to complete the work at a rate charged per hour or part thereof plus outlays incurred on your behalf subject to a minimum fee. Our rates vary in accordance with the skill and experience of staff members and the nature of the assignment. At the date of this letter our hourly rates vary from \$130/hour to \$395/hour (excluding GST). These rates are reviewed annually and these rates may change from time to time. Fee estimates can be provided in advance. You agree to pay us for any outgoings or disbursements and associated GST that are incurred on your behalf.
- 10.2 It is the policy of the firm to issue fees once the assignment is completed or where the assignment extends beyond one month, to issue a fee on a monthly basis. Our payment terms are strictly seven (7) days. Further, our policy is that returns are not lodged with the ATO until the fee issued for their completion has been paid.
- 10.3 In most cases we arrange for refunds from the ATO and other authorities to be sent to your nominated financial institution directly. However, in certain circumstance, such refunds are to be required to be banked to our trust account. The front of the Tax or BAS return will show when this is the case. In this circumstances, you agree that any monies from the ATO or any other organisation received on your behalf can be banked into our trust account.
- 10.4 It is agreed that in the event of an outstanding account, you authorise us to pay the account and any applicable service charge from any monies held in trust on your behalf, (including refunds received from the ATO or any other organisation received on your behalf).
- 10.5 In cases where a discount in the professional fee has been given and our account is not paid within seven (7) days of issue, we reserve the right to withdraw the discount.

10.6 It is agreed that where our fee is not paid within 30 days of issue or a previously arranged payment schedule is not met, our responsibilities and obligations to you cease (including ceasing or not commencing work on any engagement) and a service fee may be charged until the professional fee is paid. It is agreed that all costs (including legal fees and staff administrative costs) associated with the collection of any invoice payable by you will be paid by yourself.

10.7 Where you are a director of a company (in its own right or as a trustee), a partner in a partnership or a trustee of trust for which we have performed work, it is agreed that you are also personally responsible for such a fee. It is also agreed that in the event of an outstanding fee you are responsible for (in your own right or as a director, partner or trustee), any monies received on your behalf can be banked into our trust account, the outstanding fee and any applicable service charge and collection costs deducted, with the balance paid to you.

11 Limitation of Liability

11.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

11.2 You agree that to the fullest extent possible by law, our liability, including any consequential, incidental or indirect loss or damage is limited to ten times the amount of fees payable for the services. We accept no liability or responsibility to any third party in connection with the services. You agree not to bring any claims directly against employees or subcontractors used to perform the services. If a dispute arises in connection with the services or this agreement you agree to attempt to resolve the matter via negotiation or arbitration.

11.3 Our liability is also limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <http://www.psc.gov.au>

12 Ownership of documents

12.1 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.

12.2 Our engagement will result in the production of reports, returns and electronic documents. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain our property.

12.3 We have a policy of exercising a legal right of lien over any of your documents in our possession in the event of a dispute between us.

12.4 Upon the expiry of a period of seven (7) years after the date of completion of any assignment for you, we are hereby authorised to destroy the file pertaining to the assignment.

13 Timetable

13.1 Our services will be performed in accordance with a timetable agreed with you.

14 Your acceptance of these terms

14.1 This letter sets out the basis on which we will act for you. Please sign the letter where indicated and return a copy of the signed letter to us to indicate your acceptance of its terms.

14.2 This letter will be effective for future years unless we advise you of any change in our arrangements.

14.3 **Should we not receive a signed copy of this letter and you continue to instruct us, you agree that the terms of this letter will apply.**

15 Termination of this agreement

15.1 Either party can terminate this agreement at any time upon written notice to the other party. You agree to settle all outstanding fees for services performed up to and including the date this agreement is terminated.

EXECUTED by)
The Macro Group Pty Ltd)
)



Signature

Signature of trustee

Signature of trustee

Name (print)

Name (print)

Date : _____

EXECUTED by)
The Macro Group Pty Ltd)
)

Nishi Bryant

Signature

Gisela Dittmann

Signature of trustee Signature of trustee

GISELA DITTMANN

Name (print) Name (print)

Date : 4/11/2020