

# Letter of Engagement

Thank you for your interest in becoming a client of Weber Bowman.

This letter outlines our terms of engagement and the nature and limitations of the services we will provide to you.

## Objectives, Scope and Output of the Engagement

This engagement will start as soon as you provide us with instructions.

#### You have requested that we provide professional services to you which may include:

- Business taxation and accounting
- Business advisory and strategy
- Family business planning and taxation
- Taxation advice for individuals and investors
- · Financial planning and wealth management
- Superannuation and SMSF advice
- Estate planning
- Specialised services

If we agree to carry out additional services for you, we will provide you with a specific engagement letter. Only the services which are listed above are included within the scope of this engagement. If there is additional work that you wish us to carry out which is not listed above, please let us know and we will discuss with you whether that additional work can be included in this engagement.

We will provide the professional services to you in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB).

No audit or review will be performed and, accordingly, no assurance will be expressed. Unless otherwise agreed, our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur. However, we will inform you if we become aware of such matters.

#### As part of our professional services, we will provide you with the following:

Type of output	Intended use	Expected timing
To be determined with each engagement	To be determined with each engagement	To be determined with each engagement

We disclaim any assumption of responsibility for any reliance on our professional services by any party other than those specified or agreed, and for any purpose other than that for which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.



#### Fees

Unless otherwise agreed with you or required by law, our fees will be charged at hourly rates according to the time spent by our employees and consultants working on the matter OR at a fixed fee.

This fee arrangement may be subject to change if circumstances outside the agreed scope should occur.

Based on the information you have provided us, we estimate that our fees for the services you have requested will be charged as follows:

Date	Agreed Billing Schedule
Of invoice	30 day term upon completion or invoice, whichever is the later

### Responsibilities

You must provide us with complete, clear, accurate, meaningful and timely instructions, and all information and documents requested by us, or necessary for us to carry out the work you have engaged us to carry out.

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

### Confidentiality

We will take all reasonable steps to keep confidential all confidential information you disclose to us as part of our engagement, except where you permit us to disclose it or where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of a quality control review.

Our files may be subject to review as part of the quality control review program of CA ANZ which monitors compliance with professional standards by its members. By accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

We reserve the right, for the purpose of promotional activity, training or for similar business purpose, to mention that you are a client unless specifically directed not to. As stated above we will not disclose any confidential information.

#### Involvement of Third Parties

We utilise third parties for an array of different services. To perform this service, we provide third parties with access to your data to the extent that it is required to perform this service. This does not require information being sent overseas.



#### **Data Protection**

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.

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 associated individuals.

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 data about you.

## Cloud Computing

We utilise cloud computing services provided by MYOB, Xero and Dropbox. MYOB uses data centres in Australia while Xero and Dropbox use data centres in the United States of America where your data may be sent.

## Limitation of Liability

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

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

## Ownership of Documents

All original documents that we obtain from you arising from the engagement remain your property. However, you agree that we may make a reasonable number of copies of the original documents for our records and to provide the services to you.

We retain all copyright in any document prepared by us during the course of carrying out the engagement for you, save for where the law specifically provides otherwise.

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

## Acceptance of Terms

If you do not inform us that you disagree with the terms of our engagement and continue to instruct us to act for you, you accept that you are bound by these terms of engagement for this engagement and any future engagements between us, unless we advise you of any change.

Weber Bowman Pty Ltd.

9 Centreway, Pinewood Shopping Village, Mount Waverley, VIC 3149 **T.** (03) 9803 1622

**F.** (03) 9803 1844

E. office@weberbowman.com.au

**ABN.** 59 305 395 054

Liability limited by a scheme approved under Professional Standards Legislation

