



BUSINESS
SOLUTIONS

PH: 02 6652 8788
FAX: 02 6652 8233
Suite 3, 24 Edgar Street
COFFS HARBOUR NSW 2450
PO BOX 4504
COFFS HARBOUR JETTY
mjabusiness.com.au

MJA Business Solutions Terms & Conditions

PERFORMANCE OF SERVICES

1.1

The scope of Services MJA Business Solutions will perform is limited to the work specified in the Engagement Letter unless otherwise requested by you (the client) and agreed to by MJA Business Solutions.

MJA Business Solutions will act in an efficient and timely manner to provide our Services to you (the client) using all our skill and expertise. You (the client) acknowledge and accept that any advice received during our Services cannot be constituted as legal advice.

1.2

Any dates set out in the Engagement Letter or otherwise advised are intended for planning and estimating purposes only and are not contractually binding.

1.3

Any Services provided will be solely for your benefit and use. MJA Business Solutions accepts no liability or responsibility to any third party in respect of these Services.

1.4

In the provision of our services to you, MJA Business Solutions may offer verbal intellectual information and/or advice, may prepare draft copies of reports, financial statements, presentations and/or other documentation. MJA Business Solutions does stipulate that you do not solely rely and/or act upon the above stated drafts, verbal commentary and transitory conclusions as, they will be subject to additional information, revision & consideration of additional factors. These modifications will, of course, alter the final result. The official finalised results of all works completed for you, by MJA Business Solutions will be provided to you in a final report and explained to you in a final Exit Interview.

1.5

Information or accounting records that are supplied to MJA Business Solutions by you (the client) in order to provide and action our agreed upon Services will not be subject to audit, verification or validation in connection with the above-mentioned Services.

When carrying out work on your instruction MJA Business Solutions may need to rely on information gained externally. Should these external documents have omissions or incorrect information MJA Business Solutions will not accept responsibility. MJA Business Solutions will not be liable for any damages (direct or indirect) due to such inaccuracies of external or public information.

Any work and/or documentation created by MJA Business Solutions for the purposes of our engaged Services will be based solely on information and documentation provided by you (the client) or an otherwise recognised body we have been requested to access information from.

MJA Business Solutions is not responsible for inaccuracies in information obtained and will accept all documentation without validation of accuracy.

1.6

MJA Business Solutions acknowledges that the law often changes and that this may happen at a point after MJA Business Solutions has advised you of a course of action. MJA Business Solutions is not responsible for informing you of these changes to the law or the interpretation of the law. MJA Business Solutions does not accept responsibility for advice being acted upon after such a change has occurred.

1.7

MJA Business Solutions' advice may have tax implications for people or entities beyond yourself: this may include, but not be limited to, directors, employees and other parties or entities. You (the client) indemnify MJA Business Solutions against any claim made by any such individual, other party or entity in respect of those tax implications.



Accounting



Business Coaching



Wealth Management

Liability limited by a scheme approved under Professional Standards Legislation



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YOUR OBLIGATIONS

2.1

MJA Business Solutions will send you a timeframe which will detail the completion date for the Services you are engaging MJA Business Solutions to action. This estimate is given with the assumption that you (the client) will provide the necessary information and documents to MJA Business Solutions in a timely manner. MJA Business Solutions is within our rights to implement additional charges that result from delays incurred by a lack of timely information and cooperation in this process.

2.2

Upon engaging MJA Business Solutions you agree to provide MJA Business Solutions with all relevant information and documents pertaining to any work you engage us to complete. You also agree to respond to questions and to make decision promptly in order assist us in the completion of our Services.

You agree to maintain backups, virus protection and security on any and all computer facilities you may provide our staff or company. You will also, upon request from MJA Business Solutions provide access to your place of business or senior staff for the purpose of information retrieval to help us complete our Services.

You agree to ensure all information given to MJA Business Solutions is neither misleading, has been omitted nor is falsified in any way. You are to inform us immediately if there are any changes or inaccuracies discovered in information that has been presented to MJA Business Solutions for the purpose of completing our Services.

INCOME TAX RETURNS

3.1

Income Tax Returns, once completed, are submitted to the Australian Taxation Office ("ATO") to be examined for accuracy and compliance. The "ATO" reserves the right to request confirmation of information included in your Tax Return. Should the "ATO" request this information you are required to provide evidence to substantiate what is included in your Tax Return.

All Income Tax Returns prepared by MJA Business Solutions are subject to "ATO" review. Should a review be required it is the tax payer's obligation to prove the accuracy of the statements included.

Should you discover an inaccuracy before such time you are to inform MJA Business Solutions immediately so that an amendment may be made, if necessary, to the "ATO".

The "ATO" has significant penalties that can be charged should an incorrect Tax Return be discovered during their review process. It is important that you (the client) can account for the accuracy of all information given to MJA Business Solutions and supplied in your (the client's) Tax Return.

CONFIDENTIALITY & PRIVACY POLICY

4.1

MJA Business Solutions agrees that we will not disclose any information with third parties without your express permission unless required to by a court of law or in order to complete the Services MJA Business Solutions is engaged for.

MJA Business Solutions will not engage in communication regarding your financial situation with third parties.

Should you (the client) require MJA Business Solutions to pass information to a third party and/or have MJA Business Solutions contact a third party to gain information it is your (the client's) responsibility to give permission to MJA Business Solutions. Should authorization to disclose not be given, MJA Business Solutions reserves the right to contact you to gain permission and/or refuse the request for information from the aforementioned third party.

MJA Business Solutions reserves the right to confirm your identity should you (the client) request documentation over the phone or via email before distributing the required documents.

You (the client) upon engaging MJA Business Solutions as your Tax Agent agree to enter into a privacy agreement with MJA Business Solutions. This may include, but is not limited to, any information or documentation gained during your engagement with MJA Business Solutions.

You (the client) agree not to distribute any documents or information provided by MJA Business Solutions for a purpose unrelated to the Services we are engaged to perform.

You (the client) will not use or pass on information prepared by MJA Business Solutions to third parties or individuals for reasons unrelated to the purpose of the document's and/or information's original conception.



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INTELLECTUAL PROPERTY

6.1

MJA Business Solutions maintains intellectual property rights. You (the client) upon engaging us for Services, recognise that documents, information and strategies employed or created to perform the Services are the intellectual property of MJA Business Solutions.

MJA Business Solutions reserves the right to employ these techniques with other clients while still maintaining the standards and obligations outlined in 4.1

You (the client) agree not to distribute these documents and strategies. You (the client) will not forward this information to a third party for a use other than one pertaining to the Services MJA Business Solutions was engaged to conduct.

MJA Business Solutions is not responsible for how you (the client) or, should the above conditions be broken, any third party, utilizes any such strategies, documents or information MJA Business Solutions creates.

DOCUMENTS

7.1

The Law has stipulations that bind MJA Business Solutions to keep your documentation and records for a period of time that may exceed the period for which you have engaged MJA Business Solutions.

Should you provide MJA Business Solutions with Corporate files to hold at our offices, including but not limited to, Share Registers or Trust Deeds, MJA Business Solutions will maintain possession until such time as engagement is ceased or you (the client) request and are granted them prior to such a cessation of Services.

At any point during the legal period of document maintaining you (the client) may request electronic or original copies of your records. Should MJA Business Solutions have these documents and gains verbal or written consent from you (the client) to distribute them, MJA Business Solutions will forward the documents and records to you (the client) or a person(s) nominated by you (the client).

MJA Business Solutions does reserve the right to withhold any and all documentation in the event that fees remaining outstanding to MJA Business Solutions for work and time invoiced in relation to the completion of Services MJA Business Solutions was engaged to perform. Once payment had been made or alternative arrangements have been agreed upon, MJA Business Solutions will release the aforementioned records in accordance with the above policies.

Once the legal period has passed MJA Business Solutions may destroy all documentation as per compliance with legislation relating to the destruction of personal and financial information.

ELECTRONIC COMMUNICATIONS

8.1

MJA Business Solutions is continually striving to become a paperless office. In the pursuit of this endeavour, MJA Business Solutions will use electronic communication to contact you with digital copies of mail, queries relating to Services being performed under our engagement, and in order to deliver copies of your completed work.

MJA Business Solutions will also, on occasion, send communication in an attempt to pass on recent changes to MJA Business Solutions, government legislation and information pertaining to your (the client) financial year obligations or other tax matters.

Upon engaging MJA Business Solutions you agree to be contacted in such a way.

MJA Business Solutions will not be considered responsible if communications are intercepted, lost, infected or otherwise damaged. MJA Business Solutions will also not accept liability for miscommunication, error, incomplete or inaccurate information being transmitted using this method.

Should you wish to decline the abovementioned method of communication, MJA Business Solutions will require notification in writing of this request.

LIMITATION OF LIABILITY

9.1

MJA Business Solutions is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website. The link to which can be found here: <http://www.professionalstandardscouncil.gov.au/> (or <http://www.psc.gov.au/professional-standards-schemes/scheme-documents>)



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FEES AND EXPENSES

10.1 Payment terms for MJA Business Solutions are strictly 14 days. You (the client) agree to adhere to this timeframe. Should a circumstance arise to delay your payment until after the 14 day payment terms, you (the client) are advised to contact our Office Manager to arrange a payment agreement. This arrangement and its amount will be agreed to in writing and may also include interest charges as described in 10.2.

MJA Business Solutions will also provide you (the client) with a fully itemised account of all fees, costs and disbursements upon request.

10.2 Interest on overdue invoices shall accrue, from the date when payment becomes due, daily until the date of full payment at a rate of 13.12% p.a applied per calendar month and shall accrue at such a rate after as well as before any judgement.

10.3 No payment terms are given to any invoices under \$200 (i.e. payment is required up on work completion and prior to lodgement of any taxation forms)

10.4 All professional fees for the services provided to you will be based on the time and degree of skill and acumen required to complete the tasks required. This includes, but is not limited to, out of pocket expenses and statutory charges, unless agreed otherwise.

10.5 MJA Business Solutions reserves the right to be paid prior to lodging your tax return or activity statements, this is providing our work has been completed in good faith.

10.6 If you (the client) default on the payment of any invoice that is due the client shall also indemnify MJA Business Solutions from and against all its costs and disbursements. This may include but is not limited to a solicitor and may be done on a client basis. This is also in addition to all of its nominees costs of debt collection.

10.7 Without prejudice to any other remedies MJA Business Solutions may have, if at any time the customer is in breach of any obligation, MJA Business Solutions may suspend work and terminate services to the customer.

MJA Business Solutions will not be liable to the customer for any loss or damage the customer suffers because MJA Business Solutions has exercised its rights under this clause. MJA Business Solutions also reserve the right to interim invoice for any outstanding work in progress and hold all working papers and source documentation until payment of the account is received in full.

10.8 MJA Business Solutions shall be entitled to cancel all or any work order of the client which remains unperformed in addition to and without prejudice to MJA Business Solutions other remedies and all amounts owing to MJA Business Solutions, whether or not due for payment, immediately become payable in the event that:

- (a) Any money payable to MJA Business Solutions becomes overdue, or in MJA Business Solutions opinion the customer will be unable to meet its payments as they fall due;
- (b) The client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;
- (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer;

10.9 Where the Applicant is a company the Directors of the Applicant agree to guarantee all of the company debts to MJA Business Solutions as if it were their own personal debt and shall sign Guarantee Form included.

These payment terms and conditions are to be used at the discretion of MJA Business Solutions. Should any clients have extraordinary circumstances, the proprietor will deem which terms and conditions to be relevant and adhered to.

10.10 MJA Business Solutions accepts payment via cheque, bank deposit, Mastercard, Visa and EFTPOS.

MJA Business Solutions also makes Service Agreements available to all clients. This is a set annual fee, paid on a monthly basis and acts as a pre-payment to any invoice issued at the end of work completed. Please contact MJA Business Solutions if you would like further information on this option.

TERM AND TERMINATION

14.1

The information within this document becomes active and binding on the day specified in your engagement letter as the 'commencement date'. Should your receipt of the engagement letter be later than the commencement of work, this document and all its specified information will come into place upon your acceptance and request of work being commencement by our firm.



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Should you wish to end your engagement with MJA Business Solutions you made do so at any time. MJA Business Solutions requires written notice of this decision or an ethical letter from the accounting firm taking over the role of Tax Agent.

MJA Business Solutions may also terminate engagement with you (the client) at any time MJA Business Solutions feels it is in the best interest of one or both parties. Should MJA Business Solutions cease its Services, you (the client) will be informed in writing of the cessation of said Services. Should you (the client) wish for further detail regarding the cessation you may contact MJA Business Solutions to discuss the situation.

14.2

You (the client) will still be required to pay any outstanding invoices regardless of who nominated the termination of engagement. MJA Business Solutions reserves the right to consolidate and invoice any work done for you up to the date of your cessation of Services.

This outstanding amount is required to be paid in full by you (the client) before ethical clearance will be given to your new accountant or any documents released to you (the client) or to any newly nominated Tax Agent you may have.

14.3

Despite the termination of MJA Business Solutions engagement, you (the client) and MJA Business Solutions acknowledge that the terms of our Liability, Intellectual Property and Privacy & Confidentiality still remain in place.

MJA Business Solutions will also adhere to and action any termination (or any other act relating to the engagement and Services) in accordance with State and Federal laws that they and you (the client) fall under the purview of.

OTHER

Relationship with other clients

MJA Business Solutions is engaged to other clients and you (the client) accept and acknowledge that MJA Business Solutions may work with clients in the same field and possibly in competition with you and your business.

Our relationship with you

MJA Business Solutions are an independent contractor. You (the client) agree upon engaging us that neither we nor you (the client) or any of your affiliations can represent and through this bind the other to anything not otherwise agreed to (in writing) by each person/s.

Waiver

Specified under this contract, any power or right granted cannot be waived by the failure or delay of a party in exercising said power or rights. Additionally, a single or partial exercise of these rights does not void/hinder the continued exercise of these powers/rights. Should a party take such actions as to comprehensively waive a power or right specified under this contract no other provisions outlined within this contract shall be affected.

Conflict of Interest

MJA Business Solutions are unaware of any reason that we cannot accept the engagement of our Services to you (the client) but should we become aware of any issue, such as, but not limited to, a conflict of interest we will inform you of such a situation and work with you (the client) to resolve this issue and continue our engagement.

Disputes

MJA Business Solutions will endeavour to avoid conflict and to solve any dispute or issue before resorting to legal intervention. MJA Business Solutions will adhere to this endeavour whenever possible and whenever you (the client) or any other parties are equally willing to do so.

Force majeure

MJA Business Solutions recognises that forces outside one's control can occur and will not be held liable, nor will MJA Business Solutions hold you (the client) liable for such situations - under the assumption that proof of such force majeure occurred. This can include, but is not limited to, natural or global disaster, government intervention or localised business disruptions.

Validity of Engagement

Should any of the points listed in this document or the Engagement letter be found to be invalid, MJA Business Solutions will remove the invalid sections, but this exclusion will not remove or minimise the obligations you (the client) are required to uphold.

Conflicting terms

Should any of MJA Business Solutions' documents conflict with the other, the Engagement Letter shall be seen as the superseding document until such time as clarification or re-drafting can be commenced to the satisfaction of all parties.



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