



## TERMS OF ENGAGEMENT

This document outlines the terms of our engagement. If you have any questions, please contact our office on (07) 4031 8046.

The Tax Practitioners Board (TPB) regulates tax practitioners under the *Tax Agent Services Act 2009 (TASA)*. You can verify registration at the TPB Register:

- Stacey Jeanes, 26211170
- Jeanes Accounting Pty Ltd, 26214644
- Cairns Quality Accounting

Our tax agent registration is not subject to any conditions. In the past five years, we have not been involved in any events requiring disclosure under subsection 45(1)(d) of the Tax Agent Services (Code of Professional Conduct) Determination 2024 or other relevant laws.

If you have a complaint, please contact us first. Complaints can also be lodged directly with the TPB. Our registration has no conditions, and in the past five years no disclosures have been required under relevant legislation.

### Limitation of Liability

The scope of work may fall within the CPA Australia Ltd Professional Standards (Accountants) Scheme (Scheme), which facilitates improvements to industry professional standards and protects consumers. Accordingly, we need to notify you of the following:

*"Liability limited by a scheme approved under Professional Standards Legislation."*

See [psc.gov.au](http://psc.gov.au) for details.

### Period of Engagement

This engagement will commence upon your acceptance and will remain in effect for future years unless it is revoked or replaced by a new engagement. We reserve the right to make amendments to these terms during the engagement period.

### Purpose and Scope of the Engagement

This firm will provide taxation, accounting, or related services, in line with Accounting Professional & Ethical Standards Board (APESB). Our work is limited to the agreed purpose; no audit or review will be conducted and no assurance expressed. We cannot guarantee detection of fraud/ errors but will report any we become aware of.

Our engagement is solely for your use. Income tax returns and/or financial statements will be prepared for distribution for the agreed purpose. It should not be relied upon by others or used for any other purpose and may include a disclaimer to this effect.

We may, as part of our services, provide commentary on financial products limited to their taxation implications. These comments do not constitute comprehensive financial advice. You should seek advice from an Australian Financial Services Licence holder before making any financial product decisions.

### Our Responsibilities and Obligations

#### **Engagement & Professional Standards**

We provide services professionally, confidentially, and in accordance with APES ethical standards, maintaining integrity, objectivity, competence, and proper management of conflicts of interest.

#### **Privacy & Information Handling**

Any information obtained from you or third parties will be used and stored in line with professional standards and the *Privacy Act 1988 (Cth)*. We only collect information relevant to this engagement and may disclose it with your consent or as required by law. This may include information about you, your representatives, clients, or others. You agree to assist us in meeting our obligations under the Privacy Act.

We use secure cloud systems (e.g. FYI, Xero), which are subject to the same privacy laws. We also participate in CPA Australia's Best Practice Program; if your information is required for assessment, it will be handled in accordance with CPA Australia's Privacy Policy. You will be contacted prior to such disclosure.

#### **Professional Obligations & Insurance**

We act in your best interests unless this conflicts with the public interest. If we detect possible legal non-compliance, we will inform you. We hold professional indemnity insurance at or above the minimum required by CPA Australia Ltd By-Laws and relevant legislation. Cairns Quality Accounting does not hold an Australian Financial Services Licence and cannot provide investment or certain retirement advice.

#### **Non-Compliance with Laws and Regulations (NOCLAR)**

If we identify or suspect NOCLAR that may materially affect your financial statements, business continuity, or compliance, we may:

- Discuss the matter with management, governance, or auditors,
- Communicate with your external auditor (unless legally prohibited),
- Disclose to an appropriate authority (with prior notice to you where possible), or
- Withdraw from the engagement if permitted by law.

Where imminent and substantial harm to the public is likely, we may disclose immediately to an authority to prevent or mitigate such harm.

### Your Responsibilities and Obligations

You must provide full and accurate information, review all tax returns and financials before signing, and retain documents for the statutory period. Accordingly, any advice given to you is only an opinion based on our knowledge or your particular circumstances.

Clients have rights and obligations under tax law, including the right to object or appeal ATO decisions.

You acknowledge that you may be required to substantiate or verify any item declared or claimed in the event of an ATO audit.

You are aware that penalties, interest, and possible legal action may apply if incorrect information is identified. You understand that failure to lodge by the specified due date may result in penalties.

### Communication

Reports and other information will be communicated via email or another agreed method. Our phone calls may be recorded for quality, training, or compliance purposes.

### Ownership of Documents

Original documents provided by you remain your property; however, we may retain copies for our records. Documents produced for you, such as tax returns or financial statements, will also belong to you. All other documents created during the engagement remain the property of this firm, subject to statutory obligations.

In the event of a dispute, we reserve the right to exercise a legal lien over documents in our possession. We have established internal procedures to facilitate dispute resolution.

### Third Parties and Outsourcing

We may engage third party contractors or outsourced service providers to assist in delivering aspects of our services. By engaging our services, you acknowledge and consent to the use of outsourced service providers as outlined above.

### Use of Technology and Artificial Intelligence

We may use digital tools, including artificial intelligence (AI), to assist in delivering our services. A registered tax practitioner remains responsible for all services and advice provided. By engaging our services, you consent to the use of such technology where reasonably required.

### Fees

Fees are based on time and expertise. Invoices are payable within 14 days. Reasonable recovery costs will be charged on overdue accounts, including debt collection costs. We will not collect refunds or hold funds in trust.

### Terminating the Engagement

Either party may terminate the engagement by providing written notice. Upon termination, all outstanding fees become payable.

### Confirmation of Terms

By engaging us to provide services, you acknowledge and accept the terms of this agreement.