



# **TERMS OF ENGAGEMENT**



# **Crispin & Jeffery Terms of Engagement**

This document confirms our understanding of the terms of our engagement and the nature and limitations of the services that we provide.

## Purpose, Scope and Output of the Engagement

This firm will provide professional 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.

Our professional services are conducted and the financial statements, company secretarial documentation, income tax returns and other reporting as agreed (and as applicable) will be prepared for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose for which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

## **Responsibilities**

Information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent. Please note part of our trained team who may assist in completing this assignment are located in the Philippines. Your Financial records for any work will at all times remain on secure servers located in Australia.

Our system of quality control has been established and maintained in accordance with the relevant Accounting Professional Ethical Standards Board (APESB) standard. As a result, our files may be subject to review as part of the quality control review program of Chartered Accountants 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.

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

# Involvement of Third Parties

We utilise the services of Corporate Express Pty Limited to act as ASIC Registered Agent for company secretarial purposes. To perform this service, we provide Corporate Express Pty Limited with access to your data to the extent that this is required to perform this service. This does not require information being sent overseas.



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#### **Cloud Computing**

We utilise cloud computing services provided by MYOB, Xero and Class. These providers may utilise data centres based overseas where your data may be sent. The email server of the firm is located in Botany, and your emails and any attachments will be stored at that location.

#### **Fees**

The fee arrangement is based on the fee agreed between you and the firm. If no set fee is agreed then the fee will be based on the expected amount of time and the level of staff required to complete the professional accounting services. The accounting fee excludes miscellaneous expenses which are incurred to complete the engagement, and where applicable these will be billed to you in addition to the agreed fee. Where it is identified that additional work is required we will contact you prior to commencement of this work.

Fees will be invoiced at the conclusion of each project or as the job progresses if the assignment will be for longer than one month. Any additional fees in relation to the audit of your fund will be invoiced to you separately from the fees mentioned above. The fee arrangement is based on the expected amount of time and the level of staff required to complete the professional accounting and taxation services as agreed.

## **Limitation of Liability**

Our liability may be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <a href="http://www.professionalstandardscouncil.gov.au">http://www.professionalstandardscouncil.gov.au</a>.

# Ownership of documents

All original documents obtained from you arising from the engagement shall remain the property of the client. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Ownership of reports and returns produced as part of this engagement will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm.

The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has also established dispute resolution processes.

## Preparation and lodgement of Taxation Return

Crispin & Jeffery have also been appointed tax agents to the Fund. Crispin & Jeffery will provide all required taxation services.

We look forward to your continued co-operation and trust any records, documentation and other information requested in connection with our the preparation and lodgement of your taxation return will be made available and note that any accounting services we may provide at your request are outside the scope of this specific engagement, and as such distinct from our function as auditors.



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## **Confirmation of Terms**

Acceptance of our services in conjunction with this information brochure indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change.

#### For more information

If you have any questions relating to the Crispin & Jeffery Terms of Engagement as outlined above, please contact us by calling 02 9908 4744, writing to us at Level 2, 57 Grosvenor Street, Neutral Bay NSW 2089 or emailing us at <a href="mailto:staff@cjeffery.com.au">staff@cjeffery.com.au</a>.