

Terms of engagement

1. Purpose of this Engagement

This document outlines the terms under which CQ Taxation Services (“we”, “us”, “our”) will provide advisory services to you (“you”, “the client”) in a fixed-fee, appointment-based format.

Our advisory services include (but are not limited to):

- Tax planning and structuring
- Business and compliance advice
- GST and small business matters
- Capital gains tax and investment property advice
- Assessable income and taxable deductions
- Superannuation taxation strategies
- Other relevant financial or tax-related advice

2. Scope and Format of Services

Our services will be limited to the matters specifically agreed. They do **not** include legal advice, financial planning, audit or assurance services unless otherwise agreed in writing.

- All advisory services are delivered in structured 30-minute appointments.
- Each appointment is billed at a fixed fee of \$215 (inclusive of GST).
- The scope of advice is limited to the matters raised and addressed during the scheduled appointment time.

We do not accept responsibility for services or advice:

- Provided outside the defined scope of this engagement
- Based on incomplete or inaccurate information supplied by you
- That may arise from assumptions not verified during the appointment
- Where additional time, research, or follow-up work is required outside the standard session, **additional fees will apply as outlined in Section 6 (Fees and Payment Terms).**

Services outside of scheduled appointments will require a separate engagement or written agreement.

3. Term of Engagement

This engagement begins upon your booking and payment of an advisory appointment and remains in force only for the duration of the scheduled consultation.

Any ongoing or follow-up services will require a new appointment or engagement.

4. Our Commitment to You

We will:

- Provide professional, objective and competent advice
- Act in your best interests and maintain confidentiality
- Base our recommendations on the information you provide

- Comply with the **Tax Agent Services Act 2009** and the **TPB Code of Professional Conduct**.

5. Your Responsibilities

You agree to:

- Provide complete and accurate information before or during the appointment
- Ask questions if you are unclear about any advice given
- Understand that outcomes depend on the accuracy of the information provided
- Make your own decisions based on the advice given

6. Fees and Payment Terms

- The standard fee for advisory services is \$215 (inclusive of GST) per 30-minute appointment, payable at the time of appointment or prior to your scheduled session.
- If additional work is required beyond the appointment — including but not limited to research, preparation of documents, written advice, or follow-up correspondence — an additional fee will apply at our standard hourly rate of \$450 (inclusive of GST), charged in 15-minute increments.
- Any additional fees will be discussed and agreed upon with you before work commences.
- Payment is due upon invoice and must be made at the time of appointment.
- Late payments may attract an administrative fee or impact future bookings.
- All fees are inclusive of GST unless otherwise stated.

7. Confidentiality and Third Parties

We take reasonable steps to protect your confidentiality. Where required, we may share limited information with third-party providers (e.g. appointment platforms or software tools), under strict confidentiality provisions.

Our advice is for your use only and must not be shared with or relied upon by others without our prior written approval.

8. Complaints and dispute resolution

If You have any complaints or disputes in relation to this engagement, we ask that You please contact the Firm's Manager, *Allison Totorica via email (info@cqtax.com.au)*, in the first instance. We will endeavour to resolve any issues respectfully and as quickly as possible.

If we cannot resolve the issue or you are not satisfied with how we have handled your complaint or with the outcome, you may be able to escalate the matter to the TPB. Complaints to the TPB must be made in writing using its online form, which is available at **myprofile.tpb.gov.au/complaints/**

If your complaint is about fees, you may be asked to contact Consumer Affairs or the Office of Fair Trading in your State or Territory. However, the TPB may be able to assist if the fee complaint is associated with inappropriate conduct by our firm. Details about making complaints to the TPB are available at **www.tpb.gov.au/complaints**

9. Confidentiality

We have an ethical duty and a legal responsibility to keep information acquired as a result of this engagement confidential. This means that we will not disclose confidential information relating to You without your permission, unless there is a legal duty for us to do so.

We will also not use any such information for our own personal advantage or for the advantage of a third party.

From time to time, we may need to disclose information relating to your affairs to certain parties including, for example:

- a professional or regulatory body in response to an inquiry or investigation;
- the relevant parties (e.g., the TPB) to comply with technical and professional standards (including ethical requirements);
- a professional body of which we are a member, in relation to a quality review program undertaken by that body; or
- relevant parties in order to protect our professional interests in legal proceedings.

You hereby authorise us to do so when we consider it appropriate to further our performance of work for You, or when requested by the relevant party.

10. Use of technology and third party service providers

We may use digital tools, including tools that use artificial intelligence (AI), to help us provide the services covered by this engagement - for example, tools that assist with data processing, calculations, document drafting, research, correspondence and workflow management. The AI tools we may use include Microsoft Copilot, ChatGPT (OpenAI) and Claude (Anthropic). A registered tax practitioner will remain responsible for the tax agent services provided, and all advice we issue will continue to be based on our professional judgment.

In the course of providing our services, we may enter your information — including personal information and, where relevant, sensitive information — into these AI tools and the other third-party products listed in clauses 2.11 and 2.12. We will only do so where we consider it appropriate and where the relevant tool is subject to appropriate privacy, security and confidentiality safeguards. Those safeguards include using business or enterprise versions of the tools where available, selecting providers that do not use your information to train their publicly available AI models, and taking reasonable steps to keep your information secure and confidential consistent with our professional and privacy obligations. Your information may be stored or processed by these providers both in Australia and overseas.

By entering into this engagement, you consent to us using AI tools in the manner described above, and to your information being disclosed to and processed by the providers of those tools for the purposes of this engagement.

We may use third parties (including Cloud computing providers) to perform services we are engaged to provide to You. The following is a list of third-party service providers currently used by our firm, to whom your information may be disclosed:

- *Xero Practice Manager (Practice Management – Australia + abroad)*
- *Xero (Accounting Software – Australia + abroad)*
- *Microsoft (OneDrive + SharePoint + Teams – Australia + abroad)*
- *Microsoft Outlook (Email and calendar services – Australia + abroad)*
- *Suitefiles (SharePoint + Teams – Australia + abroad)*
- *SuperMate (Super Fund Software – Australia + abroad)*
- *SMSF Engine (Super Fund Software – Australia + abroad)*
- *Adobe (Electronic signature system – Australia + abroad)*
- *Elite Access (Accounting Software – Australia + abroad)*

- *MYOB (Accounting Software – Australia + abroad)*
- *QuickBooks (Accounting Software – Australia + abroad)*
- *Seamlss (Client onboarding and engagement platform – Australia + abroad)*
- *Pin Payments (Payment platform – Australia + abroad)*
- *Go Cardless (Payment platform – Australia + abroad)*
- *Square (Payment platform – Australia + abroad)*
- *Fee From Refund (Payment platform – Australia + abroad)*
- *Trello (Workflow platform – Australia + abroad)*
- *Business Fitness (Accounting Workpapers system – Australia + abroad)*
- *Tax Agent Portal (Government tax portal – Australia)*
- *NTAA Corporate (Supplier to entity set up system – Australia)*
- *DropBox (Document management system – Australia + abroad)*
- *ATOMate (Digital Workflow Automation – Australia)*
- *BGL CAS 360 (Company secretarial software Australia + abroad)*
- *Hubdoc (Document capture and data extraction – Australia + abroad)*

We will notify You of any change to this list from time to time.

The types of information that we may disclose to a third-party provider (such as IT support providers, cloud software vendors, outsourced bookkeeping or tax processing providers, auditors, or legal advisors) in the course of delivering our services include, but are not limited to:

- Full name, date of birth, and contact details (e.g. address, phone number, email)
- Tax File Number (TFN), Australian Business Number (ABN), and other identifiers
- Income and expense details
- Bank account and financial institution details
- Employment and payroll information
- Superannuation information
- Business financial statements and accounting records
- Tax returns, BASs, IASs and related working papers
- Details relating to assets, liabilities, and investments
- Any other financial or personal information relevant to the services we are engaged to provide

You hereby authorise us to disclose information relating to your affairs to such third parties, whom we engage to assist us.

Where we outsource services to third-party providers, we are responsible for their conduct and activities and for the delivery of the services that we are engaged to perform for You.

11. Obligation to correct false or misleading statements

By law, registered tax practitioners must not make (or prepare, or permit or direct another to make or prepare) a statement to the ATO, the TPB or another Australian government agency that they know or ought reasonably to know is false, incorrect or misleading in a material particular, or that omits anything without which the statement is misleading in a material respect.

If we become aware that a statement we made or prepared on your behalf was false, incorrect or misleading in a material particular (including by omission) at the time it was made, we may advise You to correct it. If, after a reasonable period, we are not reasonably satisfied that You have corrected the statement (or consented to us doing so) or adequately explained its basis,

we may take further action. In some cases this may include withdrawing from the engagement and notifying the ATO or the TPB.

12. Non-compliance with Laws and Regulations (NOCLAR)

During the performance of our work under this engagement, we may detect conduct or a transaction that is considered to constitute NOCLAR, which has a material effect on any documents or information that might be required to be provided to a regulatory authority, such as the ATO.

If we detect any NOCLAR, we may have a professional requirement to make a disclosure to a regulatory authority. We will follow a formal process which will include advising You of our concerns and, if necessary, seeking legal advice.

If we do seek legal advice in relation to any NOCLAR, we reserve the right to ask You to pay or reimburse us for our reasonable costs.

If we are required to make such a disclosure, You agree to forever release us from any claim for costs or losses You incur in responding to or dealing with anything arising from our disclosure.

13. Losses from unauthorised cyber activity

We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions are protected and are not able to be intercepted by third parties.

However, we cannot be held liable for any loss that You might incur as a consequence of any third-party intervention that accesses, procures or copies any data that contains your private information from any medium or device we use to store or transmit such information.

In the event that, despite our firm having taken reasonable precautions to securely store your private information, You suffer any losses arising from unauthorised cyber activity, You agree to forever release us from any claim for your losses.

14. Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client of this firm.

Where conflicts are identified which cannot be managed in a way that protects your interests, then we may be unable to continue with the engagement. If this arises, we will inform you promptly.

15. Professional indemnity insurance

We confirm that our firm maintains adequate professional indemnity insurance cover and that our policy complies with the minimum requirements of the Tax Practitioners Board (TPB). Details of our professional indemnity (PI) insurance arrangements are as follows:

The registered tax practitioner responsible for the engagement:

- holds a PI insurance policy that meets the minimum requirements set out in the TPB's *Guidance Statement TPB(GS) 06/2010 (formerly TPB(EP) 03/2010)*.

16. Limitation of liability

Our firm's liability may be limited by a scheme approved under Professional Standards legislation and applicable regulations of the Professional Body.

17. Authority for ATO digital communication preferences

You may authorise CQ Taxation Services Pty Ltd to act on your behalf with the Commissioner of Taxation and access your records on the Tax Agent Portal. To enable this, you will provide your full name, tax file number and date of birth to link us to your record on the Tax Agent Portal.

Once you are added to the Tax Agent Portal, You agree to have the following types of ATO communication sent digitally to us, as your registered tax agent, on your behalf:

- Income tax.
- Superannuation.
- Study and training support loans.
- Activity statement-related.
- Debt.
- Employer and business obligations.

You hereby authorise us to change or withdraw our preferred address for service of ATO communications. You also declare that the information supplied by You, for the setting or updating of these communication preferences, is true and correct.

18. Other prescribed events and matters to be aware of

We are required to advise if certain prescribed events have occurred within the last five years (but not before 1 July 2022). This will enable you to make a fully informed decision on whether to engage or re-engage *Allison Totorica* to provide tax agent services.

- (a) We advise there are currently no matters that we are required to report to you.
- (b) Accordingly, we advise there are no matters involving *Allison Totorica* that have occurred within the last five years (but not before 1 July 2022):

We are also required to advise whether the tax or BAS agent registration of *Allison Totorica* is subject to any conditions.

- (a) There are no conditions attached to our registration.

You can independently verify our registration, and any conditions on it, at any time by searching the TPB public register at www.tpb.gov.au/public-register using our practitioner name, our tax agent registration number, or our ASIC registered business name.

19. Confirmation of engagement

We ask that You consider all aspects of this letter to ensure that You are satisfied with the scope of our engagement. Please contact us if You have any queries about this letter.

By signing at the bottom of the online form (or, for a booked appointment, by attending your appointment), you acknowledge and agree to these Terms of Engagement. Where services are ongoing, these terms will continue to apply until varied in writing.

We thank You for the opportunity to provide taxation services to You and we look forward to developing a close relationship with You for many years to come.

Yours sincerely,

Allison Tatorica

Principal