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| **AGREEMENT BETWEEN \*YOUR NAME/YOUR BUSINESS\* AND \*CLIENT NAME\***  **Business name:**  **Authorised contact: Address:**  **Contact number:**  **Email: ABN:**  Dear [Client Name]  **Re: Engagement of \*\**My name*/*Company or Partnership\*\** as registered BAS agent for *\*you/your business name\****  Following our discussions, \*\**I am/ we are\*\** pleased to accept your appointment to provide bookkeeping services for your business. \**I/We\** seek to act in the best interest of our clients at all times and provide the highest level of professional services.  The scope and terms of the engagement are set out below (any additions or variations to the services we provide and/or the terms under which they are provided will only be by agreement of both parties and evidenced in writing):  ***\*My/Company or Partnership\** Obligations Pursuant to \**my/our* \* Registration Under the *Tax Agent Services Act 2009***  The services \**I/Company or Partnership\** am/is contracting to provide require \**me/my firm\** to maintain registration as a BAS agent with the [Tax Practitioners Board](https://www.tpb.gov.au/bas-agents)(TPB). The registration imposes various legal obligations upon \**me/Company or Partnership\** generally and under the TPB Code of Professional Conduct. The Code relates to the nature and scope of the services that \**I/we\** undertake on your behalf and ensure appropriate levels of professional standards are complied with. As a consequence, it is agreed;   1. The tax professional services, advice or representation \**I/Company or Partnership\** provide*(s)* will be restricted to BAS services prescribed by the *Tax Agent Services Act 2009* and/or interpreted to be a BAS service by the Tax Practitioners Board from time to time. 2. Services, advice or representations and/or the way specific matters or transactions are accounted for that are determined by \**me/Company or Partnership\** to be outside the scope of regulated BAS services will be referred to \**your/the Client Company’s\** nominated registered tax agent/accountant for determination and direction. The details and documentation relating to matters that are referred will be brought to \**your/the Client Company’s\** notice. 3. That in carrying out the broader scope of account keeping services subject to this agreement \**I/Company or Partnership\** have \**your/Client Company*’s\* continuing permission to disclose information relating to \**your/Client Company*’s\* affairs to \**your/Client Company*’s\* nominated registered tax agent/accountant as required from time to time.   **Services Provided *(\*example below – edit to your agreed services\*)***   * Weekly reconciliations of bank/credit cards. * Payroll processing, admin and support. * Accounts payable and receivable management. * End of period preparation. * Monthly financial reports. * Quarterly BAS review, preparation and lodgement. * Setup and training in accounting software. * Other   **Services Excluded *(\*example below – edit\*)***   * Tax agent services * ATO audits * Modern award interpretation * Other   **Professional Fees and Payments** (*for value-based pricing)*  As previously discussed, the rate for our \**weekly/fortnightly/monthly/quarterly*\* package will be **$XXX.XX** (ex GST) which will be invoiced on the \**Insert date\** each \* insert period\*.  Any additional work outside this scope, to be confirmed first in writing, will be charged at **$XX.XX** p/h (ex GST).  *(For those who charge on an hourly basis set out as below)* 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, including out of pocket expenses and statutory charges, unless otherwise agreed between the parties.  *Include the various bookkeeping services you and/or* *your associates, employees/contract bookkeepers provide or administrative services you may offer;*  **Professional fees:**   |  |  |  | | --- | --- | --- | | Bookkeeping services |  | $ XXX per hour (+ GST) | | BAS services |  | $ YYY per hour (+ GST) | | Consulting/training |  | $ ZZZ per hour (+ GST) | | Travel time |  | $ AAA per hour (+ GST) |   Rates shall be charged in 15 minute blocks, or part thereof.  Any estimate of the total cost of service is only an estimate and the actual cost may vary. It is not always possible to provide an accurate estimate of the total cost, as the total cost may change due to unforeseeable problems and delays, the cooperation or otherwise of third persons and deficiencies in documentation.  If the costs are likely to be significantly higher than originally estimated, \*I/we\* will discuss with you and update the letter of engagement as required.  *(For those who provide a quote on the basis of the service offered)* All professional fees for the services provided are quoted to you based on the time and degree of skill and acumen required to complete the tasks, including out of pocket expenses and statutory charges, unless otherwise agreed between the parties. The estimated fee for the services agreed to is $x,xxx GST exclusive.  However, this figure may change due to matters outside *\*my/our\** control such as an unforeseeable delay, the cooperation or otherwise of third persons, deficiencies in documentation provided and/or increased statutory charges. If the cost to you is likely to be significantly higher than originally estimated, we will provide you with an additional letter of engagement inform you of this and the reasons for the likely increase.  **Terms of Payment** Unless other terms have been agreed to, *\*my/our terms\** of payment are strictly \**7/14/21\** days from the date of each invoice.  *\*I/we\** reserve the right to stop work if payment terms are not met and alternative arrangements are not made with *\*me/us\*.*  In the event that *\*I/we\** need to engage debt collectors, *\*my/our\** current provider is XXX. You agree to be liable for monies owed under this agreement for bookkeeping and BAS services. The debtor (your business) shall pay for all costs incurred by *\*myself/my business\** in the recovery of any monies owed under this agreement. Cost recovery may include agent fees, commissions, solicitor costs and other legal fees.  **Disclosure of Other Fees and Commissions** *\*I/we\** disclose to our clients any commissions or other fees received as a result of work done for that client and will fully comply with any statutory requirements in relation to the disclosure of such information.  Commissions/fees details:  **Lodgement of Documents**  Before *\*I/we\** lodge any necessary reports or statements on your behalf, *\*I/we\** will forward drafts to you for approval. *\*I/we\** shall ensure that documentation is lodged with the relevant departments by the due dates, provided all information and documentation is received by my requested date to allow scheduling of work ahead of due dates.  Late lodgement because of failure to provide *\*me/us\** with information or documents may result in you receiving late lodgement penalties and interest from the relevant department.  A signed authority to lodge a report or statement on your behalf is required for all lodgements.  **Responsibility for Accounting and Internal Control Systems** *\*I/we\** advise that the responsibility for policy matters in regard to the business accounting operating system and internal control systems ultimately rests with you, including the protection of and prevention against fraud. If any material weakness in the accounting system or internal control systems comes to *\*my/our notice\*,* *\*I/we\** will advise accordingly.  It is important to understand that you are personally responsible for the information contained in any statutory return and that you must retain all necessary supporting documentation to substantiate the transactions that may form part of the data included in such returns. *\*I/we\** will not take responsibility for any failure on your behalf to provide the required documentation or adequate records.  **Ownership of Documents** The final financial statements, and any other documents which *\*I am/we\** are specifically engaged to prepare, together with any other original documents given to *\*me/us\*,* shall remain your property. Any other documents brought into existence by *\*me/us\** including general journals, working papers, the general ledger, draft financial statements *\*and/or\** where such documents can be lawfully prepared, will remain *\*my/our\** property at all times. However, *\*I/we\** will always provide you with copies of any documents that you may require.  **Lien Over Documents** In relation to any subsequent termination of *\*my/our\** services, you are advised that *\*I/we\** shall not exercise any lien over any documents, regardless of whether fees have been paid in full or not.  *[It is preferred that you do not use a Lien and inform your clients of such security, however, if you contemplate the use of a Lien then the client must be informed that this is a possibility, the Lien statement should be along the lines below. It is also important to note that the courts have yet to ratify the existence of an accountant's lien and that other legislation (such as the Privacy Act) will override it.]*  *\*I/We\** may invoke a lien over certain documents held until such time as an outstanding fee has been paid or other acceptable arrangements have been agreed. A lien in a right to hold certain documents or property until the debt incurred in respect of that property/document has been satisfied. The lien however may not be held over property that belongs to another, including if held jointly, and does not cover statutory documents (e.g. a BAS or tax refund cheque).  **Staff and Contractors**  Employees or contractors of my businesswill only be engaged to work on your accounts with specific authority from you. Confidentiality Any information and all matters connected with and relating to your business and its performance are confidential and *\*I/we\** shall not disclose them to any other person/entity unless authorised to do so in writing or unless legally required.  **Standards** *\*I/We\** aim to provide the highest standard of professional service and am/are focused on the concerns of *\*my/our\** clients. If for any reason you feel you have not received the level of service expected or have an issue to raise, please contact \**myself/my principal partner\** to discuss how the problem may be resolved.  Furthermore, as a *\*Member/Fellow\** of the Association of Accounting Technicians (Australia), *\*I am/we are\** subject to the ethical requirements of the Association and its Investigations and Disciplinary processes. These requirements cover issues such as ethics and adherence to the *Income Tax Assessment Act 1936*. Should there be an issue regarding the ethical or business practices of myself or my firm, such matters may be referred to the AAT Australia Investigator. However, as the bookkeeping industry does not have regulated fees, the AAT Australia will not investigate purely fee-based disputes but may recommend the parties seek mediation to resolve such disputes.  **Previous Bookkeeper/Accounting Technician** \**(Insert when the letter is to a new client)\** As a matter of professional courtesy, *\*I/we\** will need to inform your previous bookkeeper and accountant that *\*I/we\** have been engaged by you as your new *\*bookkeeper/accounting technician\** and to receive from them any outstanding matters and files. You may refuse to provide this information but in doing it may cause problems in the efficient transfer of your files.  Please discuss with *\*me/us\** if you have any queries about this letter or wish to make any changes, otherwise please sign and return. Please keep a copy for your own records.  Yours faithfully,    **Signature**: *\*Your name\**  **Date:**  **BAS agent number:**  **AAT member number:** |

***\*Business name\** Acceptance of Agreement**

**Authorised Contact Signature**: *\*Client name\**

**Date:**

Enclose copies of correspondence to date if relevant.