# Bean Ninjas Engagement Brochure

"Engagement Brochure" is a little different to "Terms & Conditions of Service", but they mean the same thing. If you have any questions or concerns about this document, please <u>contact</u> <u>us</u>.

Bean Ninjas' professional affiliations require that we provide this document to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.

# Purpose, Scope and Output of the Engagement

We will provide bookkeeping, BAS lodgement, and associated services, as outlined on our signup page. These services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB), and with relevant Australian legislation where applicable.

The extent of our procedures and services will be limited exclusively for this purpose. 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 agreed reports (where 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 reports will contain a disclaimer to this effect.

# Responsibilities

In conducting this engagement, information acquired by us in the course of the engagement, including any information relating to your affairs whether it belongs to you or not, or is provided by you or not, 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.

We wish to advise that our firm's system of quality control has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of CPA Australia which monitors compliance with professional standards by its members. We advise you that by

accepting our engagement you acknowledge that, if requested, our files relating to this engagement may be made available under this program.

We may collect Personal Information about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) ("Privacy Act"). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. You or your staff are responsible for maintaining and regularly balancing all books or accounts (except where we provide this service to you), and the maintenance of an adequate internal control system. You may have obligations under self assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years, or whatever time period required in your jurisdiction.

#### Involvement of Others and Outsourced Services

We may utilise the services of staff, external contractors, or cloud services in order to provide a quality service to you at a fair price. These parties may be located outside Australia.

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of the above services. Where the service requires the disclosure of personal information to an overseas recipient, a consequence of your consent is that we will be required to take reasonable steps to ensure that the Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

# Storage of Personal Information

Due to the nature and prevalence of cloud services, personal information is often stored outside Australia. The Privacy Act requires that data be stored in Australia or in a country where the laws are substantially similar to Australia's privacy laws.

By accepting our services, you acknowledge and agree that your personal information may be stored outside Australia.

# Period of Engagement

This engagement will start upon acceptance of the terms of engagement by the Client in line with this document. The first period for which we will be responsible is the month or quarter (depending on the services plan chosen by the Client) in which the services begin. We will not deal with earlier periods unless the Client specifically asks us to do so and we agree.

This engagement will be effective for future periods unless we issue an amended one to you.

#### Fees

The fee arrangement is as agreed with the Client. This fee arrangement may be subject to change if the client upgrades or downgrades their plan, or if the client requests additional services, or if we increase the fees on an annual or other basis. Additional fees and increases in the fees will be communicated to the Client in advance.

# Limitation of Liability

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

# **Ownership of Documents**

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

Our engagement will result in the production of email support, Business Activity Statements, bookkeeping records and management reports, depending on the service plan selected by the Client. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm, subject to any statutory obligations.

# Jurisdiction

The parties agree to submit to the jurisdiction of the State of Queensland and the Commonwealth of Australia, and this agreement shall be interpreted in accordance with the laws of those jurisdictions.

# **Confirmation of Terms**

Acceptance of our services in conjunction with this document indicates that you understand, accept and agree to the terms within. This information will be effective for future engagements unless we advise you of any change.