

# Bean Ninjas

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## Terms & Conditions

The following conditions are the standard terms of engagement of Bean Ninjas. Except where agreed in writing, these terms apply to all services undertaken by Bean Ninjas and its agents. These terms prevail where inconsistency exists between these terms and any other documentation.

### Your responsibilities

As part of a mutual business relationship there are responsibilities for each party. In our relationship your responsibilities are:

- Provide all information as requested and as required under the relevant statutory authorities, in a complete and timely manner, to allow us adequate time for the preparation;

- Regularly maintain and reconcile business books of account unless we are instructed to do so;
- Regularly maintain and reconcile your contact lists; Managing Contacts (review for duplicates, Correct misspellings, Capture name-changes, etc) is only included in premium package, excluded from level of effort within Small and Standard Plan offerings.
- Advise us of any changes in your circumstances during the year;
- Ensure all records pertaining to your bookkeeping matters are kept for a minimum 5 years from the date of the notice of assessment.

## Our responsibilities

Our responsibilities are:

- To provide the services in a competent and timely manner;
- To lodge BAS & VAT Statements in a timely manner;
- Reports and information will be provided by way within Xero;
- We may seek clarification of some matters where there is a need to do so, but we will not audit the information provided by the client, on the basis we are satisfied that the client understands their record

keeping obligations and is aware of the consequences of not keeping adequate records;

- To ensure that the taxation laws are complied with, as we may be liable for civil penalties for false and misleading statements made to the taxation authorities.
- We will always act in accordance with our duty (under the TASA) to act lawfully in the best interest of the client and for the agent to act honestly and with integrity.

## **Payroll Responsibilities**

Should your organisation pay employees (either currently or in the future), please note that Bean Ninjas will assist you with the accounting aspects of payroll. It will be your responsibility to ensure that employee entitlements (wage, leave etc) meet all applicable awards.

## **Purpose, Scope and Output of the Engagement**

These services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (EPESB), 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.

The services provided are provided solely for the benefit of the entity/entities names above for the reliance of those entities only. Other persons or entities may not rely on the advice or information provided by Bean Ninjas.

## Confidentiality & Non-Disclosure

In conducting this engagement, 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.

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.

## Intellectual Property

All Intellectual Property made, developed, conceived or created independently by Bean Ninjas is the sole and exclusive property of Bean Ninjas All Intellectual Property made, developed, conceived or created independently by the Client is the sole property of the Client.

## Quality Assurance Program

The Institute of Chartered Accountants periodically reviews the files of its members to ensure an expectable standard of work is being maintained. You hereby consent for your files and that of your associated entities being made available to a reviewer from the institute, on the understanding that total confidentiality is maintained.

## Responsibilities

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.

Bean Ninjas will only commence work once satisfied that they are in receipt of all required information and documentation from the client, and the clients' agents if applicable, inclusive of a signed Letter of Engagement. The client indemnifies Bean Ninjas from any damages as a result from delays in services provided. The client indemnifies Bean Ninjas from any damages as a result of its agents.

The client indemnifies Bean Ninjas from any damages as a result of the client providing inaccurate information. Bean Ninjas does not accept any liability in connection with information provided by the client.

# 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.

Where we use the services of third party contractors, we are nevertheless responsible for the conduct and activities of those contractors and for the delivery of the services we are engaged to perform for you.

## Expenses

The Client shall reimburse Bean Ninjas for all reasonable and necessary expenses incurred or paid by Bean Ninjas in connection with, or related to, the performance of his services under this Agreement. Prior written consent of the Client will be obtained prior to incurring any such expense.

## Relationship of the Parties

The Client acknowledges that Bean Ninja's is an independent contractor, not an employee of the Client or any company affiliated with the Client. This agreement does not create a partnership or joint venture and neither party is authorised to act as agent or bind the other party except as expressly stated in this agreement.

## **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.

## **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:

<http://www.professionalstandardscouncil.gov.au>.

## **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.

## Fixed Price Arrangement

Whilst in a perfect world we would like to keep our fees fixed for a long term, the fact is that a number of variables affect our business:

Costs and the costs of the services we provide to your business. Due to these variable inputs our fixed price arrangements are reviewed in June of each year and may be amended taking into account, but not limited to, the following:

- Any increases in software costs
- Any changes in your circumstances or services required
- A review of the work performed and a comparison to the initial

## **budgets**

- A review of our labour and other costs in delivering these services to you

## **Additional Work**

If Bean Ninjas are required to complete additional work above and beyond quoted amount in relation to original scope, the client must provide in writing within reasonable time, confirmation of a variation order. Work will not commence until agreement of price for relevant additional work has been made. Bean Ninjas reserves the right to deny any additional work.

## **Payment Terms**

Invoice will be sent prior to the commencement of the services to be provided. Monthly service costs are to be paid in advance. All overdue accounts will result in stoppage of any services provided immediately, and a debt recovery company may be engaged. In the case of the account being referred to our debt collection company, all legal and recovery cost will be charged to the client.

## **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.

## **Electronic communication**

Each of us agrees that we may communicate with each other electronically. You acknowledge that electronic transmissions are inherently insecure, can be corrupted or intercepted, may not be delivered and may contain viruses. Neither of us is responsible to the other for any loss suffered in connection with the use of e-mail as a form of communication between us.

## **Termination & Minimum Term of Engagement**

Either party may terminate this Agreement, for any reason, by giving the other party 30 days written notice, after the Minimum Term of Engagement period of 90 days. Bean Ninjas reserves the right to recover any losses, damages or expenses incurred prior to termination or as a result of termination.

## **Breach of Contract**

If either party breaches any provision of this Agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

## **Governing Law and Dispute Resolution**

The formation, construction, performance and enforcement of these terms and conditions shall be in accordance with the laws of Australia and the Queensland.

Any dispute arising out of, or in connection with this Agreement shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules. If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

Notwithstanding the existence of a dispute or difference each party shall continue to perform the Agreement.

## **Liability**

Bean Ninjas is indemnified against any claim by, or liability to, a third party arising from, in respect of or in connection with the services provided and all expenses we incur defending or settling such claim or liability.

## Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

## Force Majeure

The Client acknowledges that Bean Ninjas shall not be in breach of any agreement if it is unable to complete the services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Bean Ninjas' control (collectively, 'Force Majeure Event').



