



CLIENT AGREEMENT BETWEEN

Ladies Behind The Tradies

PO Box 2608 Bowral NSW 2576

71 616 059 360

and

Client Business Name

Address

ABN

Client Business Details

Directors/Partners Names:

Agreed Liaison Person:

Contact Number:

Email:

Dear Client,

As discussed at our initial meeting, please review the following information outlining the scope of work agreed upon.

Ladies Behind The Tradies Responsibilities

The bookkeeping services we provide to you will be performed by us at a combination of at office, at your business, and also remotely.

We will be provided with / establish specific user access to your software and systems to enable our processing and the identification of the work performed. We detail below our understanding of the services that we are required to perform for you.



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1. Bookkeeping Services

- Entering and/or verifying the entry of customer and supplier invoices into accounting software
- Entering and/or verifying the entry of payments and receipts from bank
- Emailing / communicating any queries related to the accounts for the period
- Ensuring the correct integration of different business systems into the accounting record, (for example point-of-sales systems or add-on solutions)
- Reconciliation and/or verification of the of all bank, loan and credit card accounts
- Reporting Balance Sheet, Profit and Loss, other reports as required
- Reporting outstanding debtors and creditors (if applicable)

2. Payroll

- Setup employees in payroll system
- Prepare payroll weekly/fortnightly/monthly
- Lodge Single Touch Payroll pay event weekly/fortnightly/monthly
- Monitor employee entitlements
- Lodge Tax File Number declarations
- Review, advise and lodge PAYG Withholding and Superannuation
- Reconcile End of Year wages
- Report End of Year wages and Lodge Single Touch Payroll Finalisation
- Roll over payroll year if applicable

3. BAS Services

- Lodge Single Touch Payroll pay events
- Review and report on monthly/quarterly BAS
- Email reports and declarations to “name of relevant person”
- Lodgement of BAS upon receipt of authority from “name of relevant person”
- Yearly GST reconciliation and relevant BAS adjustments

4. EOY

- Review end of year reports
- Provide accountant with information as required for year end
- Liaise with the accountant as to any End of Year journals or adjustments
- Ensure essential and required business records are maintained and stored for the financial year
- If applicable, roll file over to new financial year



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5. Other Services

- Analysis and advice on Industry Award
- Consulting/Training of staff in accounting software
- Budget planning
- SWMS & WHS
- HBCF Eligibility reviews
- Insurance reviews
- Accounting software training

If additional work is required beyond the items listed above, then we require it to be specifically outlined to us. We will confirm additional instructions in writing (email) before commencement of the work. If this work is outside our experience or competency, we shall discuss with you how to ensure the work is performed appropriately, including seeking assistance from a person who holds the expertise.

Client/Business Owner Responsibilities

You will provide access to the relevant business records as discussed. This may include paperwork relating to the transactions for the month or quarter. This may include:

- Ongoing access to the Business Software
- Bank statements
- Credit card statements
- Cheque books
- Receipts/invoices
- Bank deposit book or relevant bank transfer information
- Answers to queries as required


Please note:

- Unless otherwise discussed and agreed, it is your responsibility as the business owners for the maintenance and accuracy of business records, and availability of records either for our processing or for verification, and provision to authorities if required.
- We may request source documents for some items, and process transactions based on the information provided by you, which does not necessarily include all source documents.
- It is a requirement that you must hold copies of all relevant documentation in compliance with the ATO standards.

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- It is a requirement by the ATO that ABNs of suppliers be checked at least once a year to ensure that they are valid.
- All relevant documentation and information required to allow us to prepare and produce financial reporting to comply with legislative requirements must be received 14 days prior to due lodgement dates. We will not be liable for any penalties if documentation and information has not been provided.
- A separate signed authority must be provided to us if we are engaged in making payments on your behalf.
- A separate specific authority form must be provided to us for each lodgement of documentation with the ATO; we will provide this form to you before each lodgement.
- You authorise me to contact your tax agent via email and phone as required
 - › TAX Agent name:
 - › TAX Agent phone:
 - › TAX agent email:

Terms of Engagement

Service Fees

Prior to a package price being applied all work will be charged at an hourly rate for the first 3 months, as detailed below, to establish scope for work for accurate package pricing to be determined.


Our fees are:

- Initial appointment \$175.00 + GST (this fee is applied as a discount to the first invoice if we are engaged as the client's bookkeeper)
- Bookkeeping Hourly Rate \$85.00 + GST per hour
- Administration \$85.00 + GST per hour
- Consulting/Training Rate \$150.00 + GST per hour

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- BAS lodgement fee
 - Sole Trader – NIL Employees \$100.00 + GST
 - Sole Trader with Employees - \$150.00 + GST
 - Partnership NIL employees - \$120.00 + GST
 - Partnership with employees - \$150.00 + GST
 - Company - \$150.00 + GST
 - Trust \$150.00 + GST
- Single touch payroll finalisation lodgement fee
 - Under 5 employees \$150.00 + GST
 - Over 5 - 9 employees \$250.00 + GST
 - Over 10 employees \$350.00 + GST
- Taxable Payments Annual Reports lodgement fee
 - NIL Lodgement \$55.00 + GST
 - under 5 Subcontractors \$150.00 + GST
 - 5-15 Subcontractors \$250.00 + GST
 - Over 15 \$350.00 + GST
- Long Service Leave lodgements - \$150.00 + GST
- Workers Compensation lodgements - \$220.00 + GST
- Vary PAYG instalments based on accountants' recommendation - \$150.00 + GST
- ATO Payment plan set up \$250.00 + GST
- New ABN set up \$175.00 + GST
- New business name set up \$175.00 + GST

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- Superannuation processing
 - Weekly – included with normal payroll processing fees
 - Monthly - \$100.00 + GST
 - Quarterly - \$150.00 + GST
 - Superannuation Guarantee Charge Statement processing – Hourly rate application + lodgement fee with ATO of \$200.00 + GST
- Software set up XERO (QBO & MYOB quoted) - \$300.00 + GST includes the below
 - Chart of account
 - Bank feeds
 - Opening balances if required

With Employees (as above +) \$500.00 + GST

- Super set up
 - STP set up
 - Leave set up if required
- End of financial year – corresponding with accountant – asset / finance – adjustments as needed - \$200.00 + GST
 - Hubdoc subscription management fee for software when outside of XERO subscription
 - \$20 + GST

Subscription fees will be paid for by you the client. We will discuss software appropriate for your needs prior to signing. It will be your responsibility to ensure that your subscription is and remains current.

We shall discuss with you any intention to change the fee arrangement due to changes in the work required.



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We provide to you separately documentation to enable the monthly / quarterly direct debit / charging of the fee to your bank account / credit card.

- A monthly fee can only be determined after a minimum of 3 months of work has been performed to ensure accuracy of quote. This will be reviewed at least annually.
- An invoice will be sent upon completion of work fortnightly/per calendar month/other arrangement.
- Payment of that invoice is 7 days net.
- If payment is not made without prior arrangement by the due date we may charge a 2% compound interest charge on balance of bill.
- We reserve the right to stop work if you fail to make payment when and as it falls due.
- Any debts beyond 30 days (unless a prior payment arrangement has been entered into) can be referred to a debt collection agency and any costs associated in recovering such debts will be passed onto you.
- We reserve the right to review fees for services rendered on a regular basis; any change in price will be notified in writing.
- Either party is able to end this agreement by giving 30 days written notice of intention to end the agreement. In the event of termination of the contract by you without the agreed notice, you agree to pay 1 month package fee or an amount determined by the average of the prior 6 months of monthly invoices in lieu of notice. This period is required in order to allow professional and complete handover of your accounts.

Utilisation of Other Workers

Employees or contractors may be utilised to help complete the agreed work as required. The Institute of Certified Bookkeepers Code of Conduct binds all representatives of Ladies Behind The Tradies which is inclusive of confidentiality agreements as per the Terms of Engagement in this document.

Confidentiality

Any information and all matters connected with and relating to your business and its performance are confidential, and we shall not disclose them to any other person/entity unless authorised to do so in writing or unless legally required. This includes the ATO and your accountant.

Payroll Matters

Ladies Behind The Tradies is engaged to establish the payroll systems based on the payroll information provided to us. We will implement and maintain the payroll based on this information. It is agreed that Ladies Behind The Tradies is not engaged to interpret and apply the Fair Work provisions to this business.



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Communication

You must keep us informed of your current business details including address, phone and email address. We are engaged and authorised to work with your business by the people named above and any changes to your personnel and their respective authorisations that change the performance of our work for you should be advised to us.

Lodgement of Information with ATO

A requirement of law is that you will be provided with an authorisation for all lodgements required by the ATO including BAS lodgement, Single Touch Payroll Pay Event (refer to Declaration of Lodgement for Single Touch Payroll Pay Event and TPAR reports (if applicable). Lodgement of all forms will follow our receipt of that authorisation. Email authorisation is acceptable. Failure to lodge on time can incur a fine and this will be your responsibility to pay if the authorisation has not been received by us.

Review of Documentation

The responsibility for reviewing final reports and/or work rests with you.

You will not be charged to correct errors which are clearly our fault, but revisions performed at your request will be charged at the agreed hourly rate.

Use of “Cloud Computing” (that is not an outsourced service)

From time to time, our firm may utilise “Cloud Computing” in the performance of services under this engagement which is **not** an “outsourced service”.

The list of “cloud computing” service provider(s) currently used by our firm in the provision of services which is not an outsourced service, to whom client information will or may be disclosed, is as follows:

- *Dropbox – file storage*
- *DropboxSign – e-signature software*
- *Xero – accounting software and financial document preparation*
- *Microsoft Outlook – email correspondence*
- *ATOmate – ATO correspondence*
- *Annature – e-signature software*

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

Each client in the Group hereby authorises us to disclose information relating to those clients' affairs to such “Cloud Computing” service providers as we may choose to engage.



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Responsibility for Bookkeeping Records

Responsibility for the maintenance of business records rests with you, this includes security of those records and prevention against fraud. It is important to remember 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.

As your advisor, we will question the nature of transactions which may require our review of the source documents. We will then discuss with you the impact of our review.

We have discussed and agreed on the requirement for business records, including primary source documents, to be retained by you. We have discussed your expectations as to our involvement in the verification that such records are accurate, correct and being maintained.

It is also important to state that as a BAS Agent/Bookkeeper, if we are advised in writing by yourself that you have copies of the invoices and the GST is applicable, we will process on the basis that you have the correct records. Business documents are the legal property of the client.

Responsibility of Backup of Accounting File and Other Supporting Documents

We advise that the responsibility of backup maintenance of the accounting file and supporting documents rests with you. We will check that appropriate backups are taken at critical times of the financial year.

While we will perform local backups of bookkeeping work for our own records, you should ensure all your business electronic data is backed up securely. Our backup process does not replace your own (legally required) secure back up process.

Disclosure of Commission

We are a professional partner of several software companies. This allows us to be constantly updated about developments to their software, participate in specialised training and benefit from their loyalty program. As partners of these software companies, we can receive one or some of the following: discount to monthly subscription fees, a payment per recommendation, other arrangements. Depending on the software company we will either; retain any commissions or discounts received as part of our professional fees, purchase subscriptions at a wholesale price and sell to our customers at recommended retail price, pass this discount on to you and this is reflected in a subscription fee that is lower than the retail price.



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Ownership of the Accounting Software File

If our license for Accounting Software is used for your business, a licence removal fee may be charged at completion/termination of our bookkeeping services.

If you choose to discontinue our services including the provision of software through us, we shall cease our licence to that software noting that it is your responsibility to ensure you have retained the necessary business records that you are required to maintain.

If we have incurred subscription fees on your behalf in advance, then any early termination of this agreement may result in the balance of those subscription fees to be paid to us.

Please be aware that many software companies include in their terms and conditions the right to access your data file for their use and information. By giving us access to your business data (whether through my subscription or your own), within all of your software programs you also acknowledge that the terms and conditions of the software provider/s allow for their access to your data.

Destruction of Documents and Files

Upon our request either during our engagement or following its termination, you must collect your property without delay which will be released to you once our accounts are paid. Should any of your property remain in our possession following our request to collect it, we will hold the property for three months before destroying it in accordance with the Australian Consumer Law and Fair Trading Act 2012.

Standards

We aim to provide the highest standard of professional service and are focused on the concerns of your business. If for any reason you feel you have not received the level of service expected or have an issue to raise, please contact myself to discuss how the problem may be resolved.

Furthermore, as a Member of the Institute for Certified Bookkeepers (ICB), I am subject to the ethical requirements of ICB and its investigations and disciplinary processes. These requirements cover issues such as Code of Conduct and ethics, adherence to bookkeeping standards, requirements to undertake continued professional education. Should there be an issue regarding the ethical or business practices of myself or my company, you may refer such matters to ICB.

Working Standards

When working onsite we expect a reasonable working environment which includes a safety regulated chair, office space and non-smoking area.



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Cancellation Fee

We reserve the right to charge a fee if our appointment is cancelled on the day. This will be \$75 + GST.

Indemnity

You agree to us indemnify us for any loss that may result from third party claims arising from the provisions of the services. If there is a claim against us for loss, the loss will be proportionately reduced by the extent of your contribution to the loss.

Phone Support

A charge will apply when extended phone support is given.

Direct Debit Payment

Direct Debit payment is required for our invoices. Standard practice will be invoices issued on the last day of each month and payment deducted from the nominated bank account 14 days after invoice issue date. This can be varied on individual arrangement to weekly or fortnightly.

Agent nomination process – Client-to-agent linking

The ATO has introduced a new process that requires all taxpayers with an Australian Business Number (excluding sole traders) to undertake certain steps to nominate a registered tax or BAS agent.

This process is referred to as 'Client-to-agent linking' ('CAL') and, importantly, it must be completed by the taxpayer seeking to nominate an agent. It cannot be done by agents on behalf of their clients.

Please notify us as soon as the nomination process is completed by each client in your Group. We will then have 28 days to connect to the client on the ATO's systems. Please note that we cannot perform any work for a client who has not successfully completed the client-to-agent linking nomination process.

You will find further information and details of the steps that each of the above clients will need to take to nominate our firm in the document, Client-to-agent linking proforma, which accompanies this letter.

Right of Lien

We have a right of lien on records and business data, that is, we reserve the right to hold records and data against any outstanding debts. Note this will only apply to records and data that has been worked on but for which payment is outstanding.



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Complaints

If you have a complaint about our services, we ask that you contact *Siobhan Williams* admin@lbtt.com.au of our office. We will work with you to help resolve your complaint as quickly as possible.

If we cannot resolve the issue or you are not satisfied with how your complaint is being handled by us 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/

Not all complaints can be acted on by the TPB. For example, if your complaint is about fees, you will 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.

Further details about making complaints to the TPB are available at www.tpb.gov.au/complaints

Director or Personal Guarantee

You agree to execute the Director's Guarantee/Personal Guarantee that is attached to this engagement letter.

Acceptance of Agreement

I hereby acknowledge and accept the terms of this engagement as set out in this agreement.

Alternatively, your acceptance of this engagement letter will be signified by commencement or continuation of work in accordance with this letter or by any other conduct which indicates that you accept these terms.

Signed: (Business Owner)

Dated:

Signed: Ladies Behind The Tradies

Dated:



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