

Client  
Service  
Agreement



# Client Service Agreement

If a Work Schedule was not attached to this document, then do not accept the offer to enter into this Agreement. Contact us so that we can send you a complete Client Service Agreement with the Work Schedule attached.

## Interpretation & Acknowledgments

In this Document a reference to the following words has the meaning set out adjacent to them, unless the context in which the words are used requires otherwise:

- Client Service Agreement means the offer we have made to you to enter into an agreement for the provision of accounting, taxation and advisory services to you which covers the payment of Our Costs and other matters governing the provision of accounting, taxation and advisory services to you or at your request;
- Disbursements mean moneys we spend or are liable to spend on your behalf. Examples of these are set out in this Document;
- Client Service Agreement means this document including the Work Schedule which is sent to you in conjunction with it;
- Guarantor means the guarantor named in the Work Schedule, if any, and anybody else who at any time guarantees the performance of the Work Schedule or any liabilities or obligations owing by you to us.
- Professional Fees means the fees charged for the performance of work of any one or more of our accountants and staff on your engagement or for any work that we undertake at your request;
- Our Costs means your Professional Fees and Disbursements; and
- Work Schedule means the document entitled Work Schedule which is or has been sent to you in conjunction with this Document and which forms part of this Document.

Our engagement with you is not a whole engagement, but an agreement to provide services whereby your liability to pay for those services arises when invoices are issued.

The terms of that agreement are contained in this document and where you have asked us to undertake any particular work or provide any particular services, they are contained in this document together with any Work Schedule or written communication with you regarding that particular work or services.

In the event of any inconsistencies or conflict between the terms of this document and any Work Schedule or written communication with you then:

- The terms of the Work Schedule or other written communication shall have precedence;
- This document shall be read down to be consistent with the Work Schedule or other written communication.

No oral communication shall prevail over this agreement, any Work Schedule or other written communication that sets out the terms of our engagement with you.

You agree and confirm that you did not, and will not in future, rely upon any oral communication that is not later reduced to writing and communicated by us to you.

The Practice is referred to in this notice as we, us or our. You, as our client, or the associate of a client in relation to which you have agreed to be liable to pay our Costs and outlays in addition to our client, is referred to as, "you" or "your".

## **Our Costs – Your Rights**

You have the right to:

- Negotiate an Engagement Agreement with us;
- Request written reports about the progress of your engagement and the Costs incurred in your engagement; and
- Be notified of any substantial change in the matters disclosed in this notice.

This document provides you with information about our accounting, taxation and advisory services, the cost of those services and your rights.

The laws of Queensland will apply to the Client Service Agreement and our engagement with you.

However, unless otherwise agreed in writing to the contrary, the laws of Queensland apply to this engagement and you acknowledge and accept that you submit to that jurisdiction to deal with all matters of, and incidental to, this Client Service Agreement and our engagement with you.

Further, you agree and hereby consent to any proceedings related in any way to this Client Service Agreement or engagement or the enforcement of any of the same being issued and conducted out of Brisbane regardless of your location or the location of where any work is performed at your request.

### **Office Hours**

You may contact us at any time during normal office hours: Monday to Friday, 8.30 am to 5.00 pm. We are often at work outside those hours so please feel free to call us at any time.

### **Scope of Work**

The work to be conducted by us is set out in the Work Schedule under Scope of Work. It is important that you read the Scope of Work carefully to ensure that we are not proposing to undertake work you do not want us to do or that the Scope of Work does actually include all the services you wish us to provide.

We are not responsible to advise you upon, nor to act to protect your interests in any way, in relation to a matter that is not within this Scope of Work. Hence, even if there is an issue that you have that relates to an engagement that we are conducting for you, we are not responsible in any way for any loss that you suffer as a consequence of us not advising you unless you instruct us to consider the same and we agree to do so. You acknowledge and agree to this limit

to our engagement when instructing us to do any work.

You agree, by instructing us, that this document acts as a master retainer for all matters which we are instructed by you to undertake in the future. This is so even if we do not send to you a Work Schedule or other correspondence for that new additional work.

### **How are your Professional Fees calculated?**

In general terms, your Professional Fees will either be calculated on the basis of a lump sum, fixed fee per stage, according to the time spent on the matter or by a combination of these methods. If no method is set out in our correspondence, applicable Work Schedule (if any), with you then you agree to our usual time costing rates.

### **What is a Lump Sum?**

A Lump Sum fee or engagement fee is where we agree to perform specific work for a fixed Professional Fee which may be a fixed rate per day. This fee is based on information you give to us and upon us only being required to carry out the work specified. If we have to undertake additional work outside the Scope of Work for any reason, there will be an additional charge for that work, and it will be charged and calculated on a time basis.

The Work Schedule will specify whether or not a Lump Sum is applicable and the amount of the Professional Fee. The Work Schedule will also state whether a fixed amount is to be charged for the Disbursements to be incurred by us or whether the amounts set out for Disbursements specified are just estimates.

### **What is Fixed Fee per Stage?**

A Fixed Fee per Stage engagement or fee is where we reach agreement with you to fix the Professional Fee for specified stages of an engagement as we go. If we have to undertake additional work outside the scope of work for any reason, there will be an additional charge for that work, and it will be charged and calculated on a time basis unless otherwise specified when we accept your instructions.

### **What is Time Charge?**

Where we charge on a time basis, everyone in the practice who carries out chargeable work on your matter will record their time for the work they carry out.

This includes work carried out by people who are not an accountant but who undertake work in substitution for work that an accountant would otherwise perform.

The work may include conferences, telephone calls, bookkeeping, ASIC lodgments, drafting letters and documents, reading letters or other documentation, conducting searches, preparing instructions for reports to the ATO, ASIC, AUSTRAC, AFCA, experts, external consultants or barristers, research, attendances at tribunals, mediations, court and similar activities. It may include typing and work of a purely clerical or administrative nature.

Each person has their own level of skill, experience and training and their own hourly rate of charge. The rates for the various categories of accountants, advisers and staff for work will be set out in the Work Schedule provided to you. However, as it is possible that people and positions other than those specifically named may perform some work on your engagement, you agree that our usual rates for each person and position that do work for you applies.

We may, at any time, change the hourly rates for any, or all, individuals. You agree, in the event that you do not accept the new rate for any individual, to limit your right to challenge that rate change to the sooner of: the date of your payment of the first account in which it appears, or within 30 days of receipt of that account.

When we charge Professional Fees on a time basis, we charge in blocks, or units of six (6) minutes. Each unit or part unit is therefore charged at one-tenth of the appropriate hourly charge out rate. This means that attendances of up to six (6) minutes may be counted as one (1) unit.

### **Disbursements**

In addition to Professional Fees, you agree to pay all Disbursements incurred by us acting in good faith in your interests. These include third party's fees (e.g. valuers, lawyers, etc...), search fees, enquiry fees, registration fees, courier fees, cost of expert consultants, filing and lodgement fees, banking charges, government revenue charges, stamp duty, transaction specific banking charges (including merchant fees), experts' reports and other external consultants, agents' fees, and fees for copies of documents from other sources. You also agree to pay for all of our reasonable travel, accommodation and similar expenses incurred in the course of undertaking work for you.

In relation to meetings and statutory body appearances you agree that, at our discretion, we can travel to the relevant location on the day prior to the same and leave on the day after the relevant event.

If we become liable to pay any interest on any liability for Disbursements as a consequence of delay on your part, then you agree to us passing that charge on to you.

### **Estimating Our Costs**

It is sometimes difficult to give an accurate quotation of how much a particular engagement will cost unless the exact scope of the work can be determined in advance. Where we are charging Professional Fees on a time basis the Work Schedule will set out our estimate or range of estimates of the professional fees and disbursements.

The estimates are based on the information available at this time and the estimates will probably change. The overall cost of an engagement will consider the complexity of the matter, the time spent on it and the disbursements incurred.

We stress that, unless we clearly state otherwise, any figures given to you for Our Costs are estimates only and not a firm quotation. Any estimate that we give is neither a quote nor a cap on what we will charge you.

We will use our best endeavors to update any estimates should we believe that an estimate is likely to be inaccurate and you are entitled to have us provide you with an up-to-date estimate of the cost of work to date and our expectation of what further Costs will be incurred, at any time during the conduct of a matter on your behalf.

### **Engagement and instalment payments**

Clients will be asked to pay the engagement fee

1. in full at the commencement of the engagement or;
2. at specific times during the engagement

The amount we ask you to pay and timing of our invoices will be specified in the Work Schedule and each amount will be invoiced to you in accordance with that schedule while the engagement progresses.

We reserve our rights to cease work on your engagement when any invoiced amount for that engagement or any other engagement we have with you or any of your associated entities are outstanding.

## **GST**

In this document:

- GST means any tax on goods and/or services including any value-added tax, broad based consumption tax or other tax of a similar nature and, without limiting the above, specifically include GST within the meaning of the GST Act;
- GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended); and
- GST Law means any law which applies during any part of the Costs Agreement regardless of when it was created and which imposes or purports to impose or otherwise deals with the administration or imposition of a GST on the supply of goods and/or services in Australia.

Unless otherwise specified, the Costs described in this Document (including the Work Schedule) for the supply of goods or services are exclusive of GST. If we do quote a GST exclusive fee then, if GST is payable in relation to any goods or services we supply, the amount of GST will be added to the GST exclusive supply price attributable to any supply and is payable by you at the time our bill is given to you.

We can also ask you to pay any GST which we may have to pay on reimbursement of Disbursements in excess of any input tax credit which we are entitled to receive for the Disbursements. We will advise you of the amount you have to pay for GST on our Costs when our bill is given to you. The amount is payable by you when our bill is given to you.

## **Bills**

Bills will be sent to you containing information on Professional Fees, Disbursements and GST at the times set out in the Work Schedule. For the purpose of this Agreement you will be deemed to have received our bill if it is:

- Given to you or to your agent personally – on the day it is given to you;
- Sent to you at the address you provide to us or to your agent by post – within two (2) business days of posting;

- Sent to you by facsimile transmission – on the day that it is transmitted to your facsimile number unless our facsimile system generates a message indicating unsuccessful transmission of the entire Bill; and
- Sent to you by electronic communication – on the day that it is sent unless we receive a message stating that our email transmission was unsuccessful.

Although we may set out the individual items of work and the charges applicable to them you agree that we are not obliged to do this unless you specifically request it. We may furnish bills with a general description of the work undertaken and Disbursements incurred.

When we send a bill at various intervals during an engagement, each bill is a final bill for the work performed and disbursements incurred for that interval. We will ask for payment even if you have paid a deposit, retainer fee or other instalment payment into our account.

Please note that if you do not pay our bills when due or our requests for a deposit, retainer fee or other instalment payment into our account are not paid when requested, then we have the right to stop work on your matter.

However, regardless of whether we do or do not continue with the work, you are still responsible for payment of our Costs. If you have any queries about the amount of our Costs or the work to which the bill relates, please talk to the accountant who is handling the matter or the person supervising the work as set out in the Work Schedule.

## **Failure to pay our bill**

Our bills are payable on receipt. If you do not pay a bill within thirty (30) days of giving you the bill then you agree to pay to us interest on the same from the date when each account sent to you states it was due for payment at the rate of 10% per annum.

You also agree that we may charge our Costs for all reasonable attendances needed to collect payment of outstanding debts on a time basis. If you do not pay our account then we are entitled to exercise an accountant's lien.

If permitted by law or professional guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

You acknowledge that the total of our fees and costs rendered which remain unpaid at any point in time, is a genuine

pre-estimate of the amount that we have lost as a consequence of your breach of our engagement with you.

### **Disputes about bills**

We will always attempt to resolve any problems you may have about our bills. If that cannot be done, we each have the rights set out in law.

We may withdraw any bill at any time and deliver an itemised bill as a substituted bill notwithstanding that the substituted bill may exceed the amount of the original bill.

### **External Contractors**

In some matters it is necessary to engage an expert, separate contractor or another professional either within this jurisdiction or elsewhere in the world.

You agree to us undertaking all such engagements on your behalf without having to obtain separate quotations or seek your specific instructions in each instance provided that the engagement is reasonable or otherwise prudent or desirable to advance your matter or protect your interests.

In the event that you have not been provided with an estimate of this cost in a Work Schedule or some other communication from our office we agree to provide such estimate as soon as we are reasonably able to do so. You agree that a failure to provide an estimate does not remove your liability to reimburse us or otherwise pay for such costs provided the engagement was reasonable or otherwise prudent or desirable to advance your engagement or protect your interests.

Further, we are part of a professional standards scheme which limits our liability.

Nothing that we do at any time acts to remove or adversely affect the operation of that professional standards scheme or our right to immunity.

### **Substantial changes to disclosure**

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this Document.

### **Who will do your work?**

The names of the people in your Client Service Team are in the Work Schedule. Although these people are primarily

responsible, any one of our staff may carry out work on your engagement.

Viden Group Pty Ltd is the Registered Tax Agent entity (TAN – 25437854) that will undertake all tax work and lodgments and various individual Registered Tax Agents within Viden Group will control, review and sign off that tax work. If you wish for only one specific individual Registered Tax Agent to control, review and sign off on your work, you should discuss this with the team members named in your Client Service Team as identified in the Work Schedule.

Each person in our practice has their own level of skill, experience and training in certain areas of accounting, taxation, bookkeeping and advisory and those with the higher levels have a higher hourly charge out rate than those at the lower levels. We therefore try to ensure that each task needed to complete your engagement is carried out by the most suitable person in order to keep our Costs to a minimum. All work we do for you will either be conducted by or supervised by a principal, or other accountants or professionals but it is likely that your work or parts of it will be delegated to other accountants, professionals and staff in order to ensure that it is completed as cost effectively and expeditiously as possible.

For day-to-day matters, you should speak to the person actually handling the engagement but remember that you are always free to talk to any member of your Client Service Team at any time and we encourage you to do so should you believe there is any difficulty with your engagement.

Throughout the course of your engagement there may well be changes in our staff. Therefore, there may be persons not named in the Work Schedule who may conduct work on your engagement. We will always let you know if the accountant who has overall responsibility for your engagement cannot continue and needs to pass on the overall responsibility to another accountant. However, you agree that we do not need to keep you advised of every change in the makeup of the staff in the practice. Where a new employee of the practice conducts any work on your engagement their hourly rates will be commensurate with the position they hold as set out in the Work Schedule.

## **Outsourcing**

As an integral part of our service delivery we operate a wholly owned group company in India. This wholly owned subsidiary is called BBW Business Services Pvt Ltd. Team members employed by this company perform data processing, financial statement and tax return compilation and administration services for our clients only.

To undertake this work they access computer servers located in Australia via our secure network managed by Axle Cloud Pty Ltd, a wholly owned group company.

All work is supervised and controlled by your Australian based Client Service Team.

All team members employed by BBW Business Services Pvt Ltd are subject to the policies, procedures and quality standards as set by our group.

## **Incorporated Status of this Practice**

You acknowledge that we are an incorporated practice. You further agree that:

- All services that are provided are provided by the incorporated practice and not by any individual or any other entity;
- We are not bound to undertake any work that you request us to do unless, and until, we have agreed to do so in writing. You agree that this is fundamental term of our engagement with you. Regardless of this we may terminate our engagement with you at any time provided we give you 7 days' notice of the same;
- No individual at any time contracts directly with you and that all work, including all duties that arise, exist only as between our incorporated practice and you;
- All work undertaken by any individual within our incorporated practice is undertaken by each person in their capacity as an employee of the incorporated practice and not in any other capacity; and
- Regardless of any tortious, contractual, statutory or other right that you may have to take action or otherwise claim against any individual for anything they do or fail to do in their capacity as an employee of the incorporated practice, to the maximum extent that the law permits, you agree to not exercise such right against that individual. Nothing in this clause prevents you for exercising such rights against the incorporated practice itself.

## **Qualified advice**

Sometimes the advice given by us will be based on assumptions or qualifications and those assumptions or qualifications will be stated or set out in the advice, if it is in writing.

If further information or events prove any of those assumptions or qualifications incorrect, we will not be liable for any part of our advice which was based on those assumptions or qualifications. Whilst we will provide advice and guidance, as detailed in the engagement, ultimately it is you that must take reasonable care to protect your own interests and satisfy yourself as to the commercial and financial viability of all aspects of your matter, the taxation implications related to or arising out of your matter and investigating the bona fides and creditworthiness of other parties involved.

You agree that you are solely responsible for these matters.

You agree that we do not offer any advice in relation to the commercial viability or implications of any particular matter unless we specifically take on this responsibility in writing in our engagement with you.

When written advice is given, it does not mean that we have agreed to advise you more generally in relation to the commercial viability or the financial implications and we encourage you to always seek independent advice from an appropriate advisor for all financial matters. Where we do discuss with you the commercial viability or the financial implications of a particular

matter, it is not expert advice and is not intended to be relied on, but merely forms part of a general commentary relating to your matter.

## **Reliance upon advice for future matters**

When we give advice or prepare documentation relevant to a particular engagement or transaction then that advice and those documents are given in relation to that engagement or transaction only and must not be relied upon by you in relation to any other engagement or transaction unless we agree otherwise.

The advice and the documentation are also given to you as our client and must not be relied upon by any other person or entity. Any rights which arise by virtue, or as a consequence of the giving of any advice cannot be assigned without our prior written consent.

## **Professional Obligations**

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at [apesb.org.au](http://apesb.org.au). This includes APES 110 Code of Ethics for Professional Accountants (including Independence Standards), which among other things contains provisions that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to the appropriate authority.

## **Conflict of Interest**

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various engaged parties in any engagement or Work Schedule) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom the engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to herein.

## **Confidentiality**

We will take all reasonable steps to keep your information confidential, except where:

- We need to disclose your information to our service providers (including auditors of client monies, if applicable) or regulatory bodies in performing services, our professional advisors or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of Chartered Accountants Australia and New Zealand or CPA Australia. By accepting this Client Service Agreement you acknowledge that, if requested, our files relating to our engagement with you will be made available under this

program. We will take reasonable steps to ensure that any such recipient (other than a regulatory body) keeps such information confidential on the same basis, as we are required by law, regulation, a court of competent authority, or those professional obligations referred to previously in "Professional Obligations", to disclose the information; or

- You give us permission to disclose the information.

We may retain your information during and after our engagement with you to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

We may mention that you are a client for promotional purposes.

## **Copyright**

Where we give advice or prepare any documentation then copyright exist in that advice and those documents.

They remain our property subject to your right to use them for the matter or transaction that they were provided for. Any advice or documentation must not be

reproduced or used by you in relation to any other matter or transaction or given to any other person or entity without our consent.

## **Taking instructions from more than one client**

Where we are acting for more than one person on a particular engagement, unless you tell us in writing otherwise, we may accept instructions in relation to work to be conducted for you from any one of you without confirming those instructions with the others.

Where the client is a company, unless you tell us in writing otherwise, we may accept instructions in relation to the work to be conducted and all matters in which we act on behalf of the company, from any one of its directors or any person we reasonably believe to be the chief executive officer, chief financial officer, general manager, in-house lawyer or its company secretary or a person we have been told (verbally or otherwise) has such authority without confirming those instructions with the other directors or the secretary of the company.



We are also entitled to assume that any person who has been a director or secretary of the company is still a director or secretary until we have been notified in writing otherwise by the company.

You hereby acknowledge and irrevocably agree, that if there is more than one entity that has engaged us to act in any engagement that:

1. All information, documents, statements or work product of our office is subject to a joint claim of professional privilege such that no one client is able to waive, compromise, compel or otherwise require the disclosure of any information, documents, statements or work product of our office, without the joint consent of all other clients;
2. We may talk with each client in our absolute discretion, and are not compelled to discuss, inform or reveal to any other client the content of any such discussion, information or investigations with any other client;
3. Instructions may be given to our office for each person to action solely, jointly or in such combination as we consider appropriate provided always that in the event of any actual conflict in the interests, or duties owed by us, as between the clients:
  - a. We shall not act in that dispute as between those clients;
  - b. We shall be entitled to continue to act for the other clients in the proceeding or matter
4. Even if one client terminates our engagement, we may continue to act for all other clients in our absolute discretion

#### **Email Communication**

If you provide us with your email address then you authorise us to communicate with you by email (including sending you copies of documents), unless you instruct us otherwise. You acknowledge that email communications are likely to contain confidential and sensitive material.

We cannot guarantee the security of emails or attachments sent or received via the internet. We also cannot guarantee that any emails or attachments have not been interfered with during transmission. If you do not want us to communicate with you by email or if there is material that you do not want sent by email then it is essential that you advise us so that we can organise an alternative means of communication.

#### **Liability – more than one client**

Where we are acting for more than one person on a particular engagement each of you will be jointly and severally responsible for payment of all bills issued by us unless otherwise expressly agreed with each such client in writing.

#### **Trust Account Authority**

You authorise us that when any moneys paid to us to hold on your behalf (whether alone or with others) in a trust account maintained with an Authorised Deposit-taking Institution (**ADI**) under the Banking Act 1959 and by accepting our offer to enter into the Client Service Agreement, you are authorising us to apply any moneys held by us in our trust account on your behalf (or on behalf of any of you where there is more than one of you instructing us to act) in our discretion, including satisfying the outstanding fees and costs issued by us and payable by you.

You further agree that any moneys held in our trust account at any time on any file can be used by us toward payment of any outstanding amounts on any and all engagements that we conduct for you, or at your request, for any entity (whether personally, in your capacity as a director of a corporate entity or as trustee of any trust).

#### **Risk of ADI Failure**

You agree that:

- Moneys held in our trust account or invested on your behalf are held at your risk;
- We will not be liable to pay the moneys to you or any other party to the extent to which any part of them is lost through a failure of the ADI or other organisation you requested the moneys be invested in;
- We will not be liable to pay the moneys to you or any other party to the extent to which the withdrawal of any part of the moneys is frozen by the ADI or other organisation until the withdrawal of the moneys are no longer frozen; and
- We will not be liable for any direct or indirect or consequential loss, damage or expense (including loss of revenue, loss of profit, loss of financial opportunity or economic loss) suffered by you or any party arising from failure of the ADI or other organisation or the ADI or other organisation freezing withdrawals such that we are unable to withdraw any part of the moneys and account for it to you or any other party at the time that you or another party is entitled to it.

<b>Security of Costs</b>	(b)	Section 96 (when a person with an interest in the whole may retain an accession);
<b>Charge and Mortgage</b>		
You and each Guarantor ("Grantor") herein unconditionally charge in our favour all of your respective real and Personal Property wheresoever situated with the amount of moneys owed by a Grantor to the Secured Party under this agreement or otherwise. As further and better security for the payment of all money from time to time owing by a Grantor to the Secured Party, the Grantor mortgages and charges to and in favour of the Secured Party all right, title, estate and interest which they own, hold or may hold hereafter in any real or personal property in Australia. Each Grantor shall, at the request of the Secured Party, sign execute and deliver in favour of the Secured Party such mortgage, charge and/or Security Interest over the Grantor's real or Personal Property in such form as the Secured Party may require, such document or documents incorporating such terms as determined by the Secured Party's solicitors, to protect the interest of the Secured Party herein, within 10 days of the Secured Party requesting the same of the Grantor.	(c)	Section 117 (obligations secure by interests in personal property and land);
	(d)	Section 118 (enforcing security interests in accordance with land law decisions), to the extent that it allows a Secured Party to give a notice to the Grantor;
	(e)	Section 120 (enforcement of liquid assets);
	(f)	Section 121(4) (enforcement of liquid assets – notice to the Grantor);
	(g)	Section 123 (right to seizure of collateral);
	(h)	Section 125 (obligation to dispose of or retain collateral);
	(i)	Section 126 (apparent possession);
	(j)	Section 128 (Secured Party may dispose of collateral);
<b>Caveat</b>	(k)	Section 129 (disposal by collateral);
For the avoidance of any doubt, the Grantor confirms that the Secured Party has a caveatable interest in any land of which they are the registered proprietor for the purposes of the <i>Land Title Act 1994</i> and its equivalent in another jurisdiction.	(l)	Section 130 (notice of disposal), to the extent that it requires the Secured Party to give the Grantor a notice;
	(m)	Section 132(3)(d) (contents of statement of account after disposal);
<b>Contracting Out of PPSA Enforcement</b>		
A. If Chapter 4 of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with this agreement and to the maximum extent permitted by law, the Grantor agrees the following provisions of the PPSA will not apply to the enforcement of that Security Interest:	(n)	Section 132 (4) (statement of account if no disposal);
	(o)	Sections 134(1) (retention of collateral);
	(p)	Section 135 (notice of retention);
	(q)	Division 6 of Part 4.3;
	(r)	Section 142 (redemption of collateral);
(a) <b>Section 95 (notice of removal of accession to the extent that it requires the Secured Party to give a notice to the Grantor;</b>	(s)	Section 143 (reinstatement of security agreement);

- B. To the maximum extent permitted by law, the Grantor agrees:
- (a) The Grantor waives any rights it may have to receive a verification statement in respect of any financing statement or financing change statement in respect of any Security Interest created or arising out of or pursuant to this agreement; and
  - (b) That section 275 (provision of information) of the PPSA will not apply.

#### **Controllers**

Where a person is a Controller in relation to the Personal Property, the parties agree, to the maximum extent permitted by law, that Part 4.3 of the PPSA will not apply to the enforcement of any Security Interest in the Personal Property by that Controller.

#### **PPSA Notices**

Notices or documents required or permitted to be given to the Grantor for the purposes of the PPSA must be given in accordance with the PPSA.

#### **Registration on PPSR**

Each Grantor consents to the Secured Party effecting a registration on the PPSR (in any manner the Secured Party considers appropriate) in relation to any Security Interest arising under or in connection with this agreement and each Grantor agrees to provide all assistance reasonably required by the Secured Party to facilitate this. Including without limitation, the registration of a PMSI interest on the PPSR.

#### **Verification Certificate**

The Grantor waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

#### **Proceeds and Security Agreement**

The Grantor acknowledges that if the Secured Party's interest under this agreement, and any other related document(s), is a Security Interest for the purposes of the PPSA:

That Security Interest relates to the Personal Property and all Proceeds of any kind;

This agreement is a security agreement for the purposes of the PPSA.

#### **Documentation Costs payable by the Grantor**

The Grantor must pay on demand to the Secured Party the Documentation Costs.

#### **Enforcement**

At any time after any default in payment of any moneys or in performance or observance of any covenant or agreement of the Grantor owed to the Secured Party ("secured moneys"), the Secured Party may appoint in writing any person/s to be a receiver or a receiver and manager ("receiver") of the whole or any part of the Personal Property and may remove that receiver and if the receiver is removed, retires or dies, may appoint another receiver. A receiver will, without the need for any consent of the Grantor, have those powers conferred on a receiver or receiver and manager by statute or by law and to do all things necessary or convenient to perform or observe any of the obligations on the part of the Grantor contained in this agreement and to do all other acts and things without limitation which the receiver thinks are appropriate in the interests of the Secured Party.

Notwithstanding that a receiver may or may not have been previously appointed at any time after the secured moneys have become payable and without giving any notice the Secured Party may exercise all or any of the powers authorities and discretions conferred on a receiver under this clause.

A receiver will be the agent of the Grantor who will alone be responsible for the acts and defaults of the receiver except to the extent that this is not lawfully possible following the commencement of the winding up of the Grantor in which case and to that extent only the receiver will be the agent of the Secured Party.

#### **Attorney**

Each Grantor for valuable consideration hereby irrevocably appoints the Secured Party and the Secured Party's directors, secretaries and managers, from time to time jointly and severally its attorney to:

- (a) sign anything and to do anything on

- |     |   |        |  |
|-----|---|--------|--|
|     | behalf of and in the name of the Grantor to perfect this document;  | (v)    | <b>PPSA</b> means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it.   |
| (b) | delegate its powers to any person and revoke any delegation; and  | (vi)   | <b>PPSR</b> means the Personal Property Securities Register established pursuant to the PPSA.  |
| (c) | at any time after an event of default occurs, sign anything and to do anything in relation to the Secured Property and any contracts or rights relating to the Secured Property the attorney thinks fit, including without limitation execution of a Mortgage over any real property in the name of the Grantor in favour of the Secured Party. | (vii)  | <b>Proceeds</b> has the same meaning as in the PPSA.   |
|     |   | (viii) | <b>Receiver</b> has the same meaning as defined in this clause.  |
|     |   | (ix)   | <b>Security Interest</b> has the same meaning as in the PPSA.  |
|     |   | (x)    | <b>Secured Moneys</b> has the same meaning as defined in this clause.  |
|     |   | (xi)   | <b>Secured Party</b> means the group entity name in the Engagement Document & Scope of Works issued for engagement, or any lawful assignee, transferee or successor of the Owner in relation to the Security Interest, this agreement and any other related document(s). |

In the exercise of these powers, the attorney may exercise and perform any power, authority, duty or function as a trustee conferred or imposed on the, Grantor, and may confer a benefit on the Secured Party.

### Interpretation

In this Clause the following terms shall have the meaning defined herein:

- (i) **Controller** has the same meaning as in the PPSA.
- (ii) **Documentation Costs** means all fees and outlays associated with the registration of any Security Interest pursuant to this agreement on the PPSR.
- (iii) **Personal Property** has the same meaning as in the PPSA as it relates to:
  - (A) All personal property of the Grantor, including without limitation present and after acquired property of the Grantor;
  - (B) Including without limitation, any Proceeds associated with the above personal property.
- (iv) **PMSI** means a purchase money security interest as defined in the PPSA.

### Service of notices

We may give a notice to you by:

- Delivering it to you personally;
- Leaving it at or by sending it by courier or post to your address last notified to us;
- Sending it by facsimile to your facsimile number last notified to us; or
- Email to your email address last notified to us.

Notice by:

- Hand delivery is deemed to be given at the time of delivery;
- Leaving it at an address or sending it by courier is deemed to be given at the time of delivery;
- Post is deemed to be given on the second Business Day after the document is put in the post, in a stamped envelope or other covering, addressed to you;
- Facsimile is deemed to be given when our facsimile machine indicates a successful transmission to the facsimile number unless you contact us within the hour to advise that a full copy of the notice has not been received; and

- Email is deemed to be given two hours after the time the email is sent, unless a response to the contrary is received by us – such as “out of office” notification or our system indicates that the message is not deliverable or that there has been a delay in transmission.

For the purposes of this section, the term Notice includes any notice, demand, consent, approval, court proceedings or other communication and Business Day means a weekday when trading banks are ordinarily open in the place where the notice is deemed to be received. Where we are acting for more than one of you then delivery of a notice to one of you is deemed delivery to all of you.

### **Continuation of this agreement**

This agreement will continue for the benefit of your personal representatives and your obligations under this agreement will be binding on your personal representatives. We have the right to assign our rights under this agreement to another practice.

### **Termination of this agreement**

You, and we, may terminate our engagement at any time. No reason is needed to permit either of us to terminate our engagement. A termination cannot amount to a breach of our engagement by you or us.

You agree that if you, or we, decide to exercise this right that you will pay to us all amounts incurred to the date of termination. This amount includes paying us for work that we later bill that was done prior to the termination.

On termination, we are entitled to retain possession of your documents and trust money while there is money owing to us for our Costs unless and until security is provided for our Costs.

### **Professional Standards and Limitation of Liability Scheme**

As part of our commitment to high standards, our accountants participate in a professional standards scheme administered by the Professional Standards Council. Our accountants are members of the scheme which also varies the limitation of liability under the scheme. For more information you can contact us, and you can also contact the Professional Standards Council in your state or territory.

You acknowledge that this scheme applies to our relationship with you.

### **Privacy Act and information storage**

*The Privacy Act 1988 (Cth) (Privacy Act), Privacy Regulation 2013 (Regulations), Credit Reporting Privacy Code (CR Code)* and registered privacy codes govern the way in which we must manage your personal information (including your credit related personal information).

Our obligations under Australia’s privacy laws are reflected in our Privacy Policy and Credit Information Management Policy. These documents explain how we handle your personal information and are available on our website or through requesting a copy from our office.

You authorise us to disclose any information we hold about you, at our discretion, in connection with the provision of accounting, taxation and advisory services to you, as well as additional products and/or services that we may think to be of benefit to you.

Disclosure of such information may also be compelled by law and you authorise us to disclose this information where we are lawfully obliged to do so.

You acknowledge that notwithstanding anything else in this agreement or otherwise, we may, with your consent and authority (which is hereby given), release or disclose information including confidential information and/or personal information about you and/ or matters in relation to which you have sought advice from us, to other members of any professional group of which the Practice is a member from time to time. Further, in certain circumstances, where you fail to meet your payment obligations to us, we may report or disclose your credit related personal information to a credit reporting body, such as Creditor Watch. You acknowledge your consent to us doing so.

By accepting this agreement you agree that we may give information about you to Creditor Watch or another credit reporting body or credit agency of our choosing in order to obtain a consumer credit report about you, and/or allow that credit reporting body or credit agency to create or maintain a credit information file containing information about you.

We may also use your contact details to advise you of updates in the law through our newsletters (including by email) or other issues or services we believe you may be interested in and may ask you

randomly to respond to surveys, to ensure we meet your requirements. You acknowledge you consent to the use of your details for these purposes. You may, however, at any time, unsubscribe from any of these communications by following the unsubscribe procedure detailed in the communication.

Notwithstanding anything in our Privacy Policy, the Privacy Act or the CR Code, you specifically agree that we may store or provide to third parties your personal and confidential information, including to overseas recipients who are not bound to observe the Privacy Act. You acknowledge that you consent to us doing so and release, discharge and hold us indemnified against or in respect of any claims, actions or liability together with any costs on an indemnity basis arising therefrom.

You also agree that we can reveal to any entity that we wish that we act for you and to describe in general form the work that we are undertaking for you provided that in the revealing of such information would not, in the mind of a reasonable observer, cause you significant harm.

#### **Official enquiries**

We may be required to participate in an inquiry, commission or proceeding because we have acted for you or have received documents or information in acting for you. This may involve us producing documents or seeking to claim or defend your privilege to resist inspection or disclosure or even giving evidence at an inquiry, commission or proceeding. We will seek your instructions at the time, if we are permitted by law to do so, but you agree that we may produce the documents or make the disclosure where we are lawfully obliged to do so. You also agree to pay our Costs and disbursements covering the time we spend in that regard on a time basis at the rate set out in our latest Engagement Agreement with you.

#### **Storage of Documents**

On completion of the work on each matter we may retain any papers to which you are entitled but you leave in our possession. You agree that we have your authority to destroy any papers, documents, plans, photographs or written records (including any electronic copies) we hold on your behalf five (5) years after the date of the final bill rendered by us in the matter pertaining to them or at any earlier time as agreed in writing by you (including by email).

You further agree that we store your documents at your risk. We are not required to take any steps to protect the same from unauthorised access, loss and theft and from destruction by fire, adverse weather event or other acts of God. We are not responsible for the cost or damage suffered by you or the costs of replacement of the same in the case the documents are accessed, lost, stolen or destroyed. You agree to indemnify us against any claims made against us for any such cost or damage caused by anything that you ask us to store for you.

#### **Electronic Files**

We own all of the files and work product that we produce. This includes our electronic files, file notes, letters, documents and all other material that we generate or receive from the other parties in undertaking your instructions. Subject to you not being indebted to us in any way and subject to any accountants' lien we may have, we agree to return to you all original documents that you provide to us. You assign to us all of your rights over all other documents or material that we may generate, produce or receive.

#### **Queries and Independent Advice**

If you have any questions about this agreement or our engagement you should ask us before you sign it. Alternatively, you should obtain independent legal advice.

#### **General**

The laws of Queensland will apply to our engagement with you. Each provision of this Client Service Agreement is separate and severable from the other provisions. If any whole or part provision of the agreement is found to be invalid or unenforceable, it shall be severed from the agreement and the rest of the agreement will remain effective.

*Individual liability limited by a scheme approved under professional standards legislation.*



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BRISBANE TOOWOOMBA GOLD COAST SUNSHINE COAST

*Viden Group Pty Ltd (individual liability limited by a scheme approved under professional standards legislation)*