

1. **PARTIES**
The Practitioner: Counting House Associates Pty Ltd (ACN: 159 770 279) trading as Cutting Edge Accounting

The Customer:

2. **DEFINITIONS**

- 2.1. The Practitioner is Counting House Associates Pty Ltd (ACN: 159 770 279) trading as Cutting Edge Accounting of Suite 4, 196 Sheridan Street, QLD 4870.
- 2.2. The Client is the party placing the order or any person acting on behalf of and with the authority of the Client that the Order is provided for.
- 2.3. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Client.
- 2.4. The Order shall be defined as any request for the provision of Services by the Client with the Practitioner which has been accepted by the Practitioner, including Services for entities other than the Client.
- 2.5. The Services are the professional accounting, consultancy, taxation, bookkeeping and business advisory services provided by the Practitioner, including any advice or recommendations.
- 2.6. The Price is the amount invoiced for Services provided.
- 2.7. Reference to loss and/or damage includes Indirect, Special or Consequential loss and/or damage. Indirect, Special or Consequential loss and/or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.8. GST refers to Goods and Services Tax under the *Goods and Services Act 1999* ("GST Act") and the terms used herein have meanings contained within the GST Act.

3. **GENERAL**

- 3.1. These Terms and Conditions, together with the Practitioner's written or verbal Estimate and the Practitioner's Engagement Letter constitute this Agreement, and should be read in conjunction with the Practitioner's Credit Application Form.
- 3.2. Any Order requested by the Client is deemed to be an Order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Client Order or acceptance unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Practitioner.
- 3.4. The Terms and Conditions are binding on the Client, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.5. The Terms and Conditions are binding on each and every entity to which the Order is provided for.
- 3.6. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.7. Where more than one Client completes this Agreement each shall be liable jointly and severally.
- 3.8. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 3.9. The Practitioner may license or sub-contract all or any part of its rights and obligations without the Client's consent but the Practitioner acknowledges that it remains at all times liable to the Client.
- 3.10. The failure by the Practitioner to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect each party's right to subsequently enforce that provision.
- 3.11. The Client acknowledges that the Practitioner may detail these Terms and Conditions on its website. The Client acknowledges that the Practitioner's Terms and Conditions, including the Practitioner's rates for the Services, may change from time to time and it is the Client's responsibility to check the website prior to ordering Services. In this event, the Terms and Conditions on the Practitioner's website at the time the order is placed shall apply to any future dealings as between the parties and the Client is deemed to have notice of any such Terms and Conditions and/or amendments.

4. **PLACEMENT OF ORDERS**

- 4.1. Orders placed by the Client with the Practitioner will be considered valid when placing the Order verbally.
- 4.2. Any written Estimate given by the Practitioner shall expire 14 days after the date of the written Estimate.
- 4.3. All prices are based on taxes and statutory charges current at the time of the Estimate. Should these vary during the period from the date of the Estimate to the date of the invoice, the difference will become the responsibility of the Client and the Client will be invoiced for the extra charge by the Practitioner.
- 4.4. The Estimate is based upon the information provided to the Practitioner at the time. The actual Price will depend upon the length and complexity of the Services required and the Practitioner warrants to notify the Client if the Price is expected to materially exceed the Estimate.

5. **PRICE**

- 5.1. GST will be charged on the Services provided by the Practitioner that attract GST at the applicable rate.
- 5.2. The Practitioner reserves the right to change the Price to the Order in the event of a variation or alteration to the scope of the Services, which was previously unknown or unforeseen by the parties at the time of the Order was placed. Notice will be provided in writing by the Practitioner within a reasonable time.
- 5.3. At the Practitioner's sole discretion the Price shall be either:
 - 5.3.1. As detailed on invoices provided by the Practitioner to the Client in respect of the Services provided; or
 - 5.3.2. The Practitioner's estimated Price as for the Order (subject to clause 4.4 and 5.2).

6. **PROVISION OF SERVICES**

- 6.1. At any time before payment is made by the Client, the Practitioner reserves their right to:
 - 6.1.1. Decline requests for any Services requested by the Client.
 - 6.1.2. Cancel or postpone appointments at their discretion.
 - 6.2. If the Client fails to attend any appointment without prior notice, the Client shall, at the discretion of the Practitioner, be liable for a No Show Fee charged at the Practitioner's prevailing rate.
 - 6.3. Unless specified by the Practitioner to the contrary in the Order, the Practitioner does not warrant that it will be capable of providing the Services at specific times requested by the Client during the term of this Agreement.
 - 6.4. Subject to otherwise complying with its obligations under this Agreement, the Practitioner shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Client's expectations of those Services.
 - 6.5. In the discharge of its duties, the Practitioner shall comply with all reasonable directions of the Client as to the nature and scope of the Services provided.
 - 6.6. Nothing in the above clause shall affect the Practitioner's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
 - 6.7. The Practitioner warrants that it shall comply with the relevant ethical and professional standards in accordance with legislation and the governing regulations.
 - 6.8. The Practitioner may agree to provide, on request from the Client, additional Services not included or specifically excluded in the Estimate/Order. In this event, the Practitioner shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, amendments, and any additional appointments with the Practitioner after provision of the Services at the request of the Client.
 - 6.9. The Services provided by the Practitioner may also include Services carried out for other entities at the request of the Client.
 - 6.10. The Practitioner may dispose of the Client's books of accounts, records, files, correspondence, bank records or other documentation ("the records") after seven (7) years.
7. **PAYMENT**
- 7.1. The Client must make full payment of the Price within 14 days from the date of issue of invoice(s) for the Services ("Default Date").
 - 7.2. The Practitioner reserves the right to interim invoice the Client for the Services provided.
 - 7.3. The Client gives the Practitioner authority to apply any tax refund received for any entity and/or person covered by this agreement to any outstanding balance.
8. **DISHONOUR OF CHEQUE**
- 8.1. If any cheque issued by the Client or by any third party in payment of the Price is dishonoured, the Client may be liable for a dishonoured cheque fee of \$40.00.
 - 8.2. The Practitioner may refuse to provide any further Services until satisfactory payment is received in full, including bank fees and charges.

8.3. The Practitioner is entitled to treat the dishonour of the Client's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Client.

9. **DEFAULT**

- 9.1. The Practitioner may exercise a lien over the records that have come into the Practitioner's possession for the purpose of providing the Services to the Client in the event the Practitioner does not receive the Outstanding Balance for the Price on or before the Default Date. The Practitioner shall be entitled to retain the records pursuant to the lien until such time the full payment of the Price is made to the Practitioner.
- 9.2. If the Practitioner does not receive the Outstanding Balance for the Price on or before the Default Date, the Practitioner may, without prejudice to any other remedy it may have, forward the Client's outstanding account to a debt collection agency for further action. The Client acknowledges and agrees that:
 - 9.3.1. After the Default Date, the Outstanding Balance shall include, but not be limited to, all applicable fees and charges under this Agreement;
 - 9.3.2. Without prejudice to any other rights of the Practitioner, the Client may be charged account keeping fees of \$15.00 monthly on any payment in arrears;
 - 9.3.3. The Practitioner may, in its discretion, calculate interest daily at the rate of 15% per annum for all monies due by the Client to the Practitioner;
 - 9.3.4. In the event of the Client being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Client shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Client shall be liable to pay as a liquidated debt, the commission payable by the Practitioner to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:
$$\text{Commission} = \frac{\text{Original Debt} \times 100}{100 - \text{Commission \% charged by the agency (including GST)}}$$
- 9.3.5. In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au
- 9.3.6. In the event where the Practitioner or the Practitioner's agency refers the overdue account to a lawyer the Client shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

10. **RISK AND LIABILITY**

- 10.1. The Practitioner's liability is limited by a scheme approved under Professional Standards Legislation. Further information in this regard may be obtained from www.professionalstandardscouncil.gov.au.
- 10.2. The Client will ensure when placing Orders that there is sufficient information to enable the Practitioner to execute the Order.
- 10.3. The Client is responsible for ensuring that the Practitioner is made aware of any special requirements pertaining to the Order and that the Practitioner relies upon the integrity of the information supplied to it.
- 10.4. Accounts prepared by the Practitioner are based solely on the information provided by the Client to the Practitioner. The Client will indemnify the Practitioner for all claims made on the Practitioner by any third party where the claim relates to accounts and/or financial statements prepared.
- 10.5. The Practitioner does not assume responsibility for reliance made by third parties in respect of the Services provided by the Practitioner.
- 10.6. The Practitioner takes no responsibility for representations made in relation to the Services or any delay in the provision of the Services made by a third party or third party provider.
- 10.7. The Client acknowledges that the Practitioner shall not be liable for and releases the Practitioner from any loss incurred as a result of delay, or failure to provide the Services or to observe any of these conditions due to an event of force majeure or due to any cause or circumstance beyond the Practitioner's reasonable control.
- 10.8. The Client warrants to provide all the records required by the Practitioner to enable the Practitioner to meet any stipulated deadlines.
- 10.9. The Client acknowledges that the Practitioner shall not be liable for fines, penalties and/or damages arising from non-disclosure by the Client of any relevant information and/or for failure of the Client to respond to requests in a timely manner.
- 10.10. The Practitioner does not represent that it will provide any Services unless it is included in the Estimate.
- 10.11. The Client will indemnify the Practitioner for all claims made against the Practitioner arising from false and misleading information provided by the Client to the Practitioner.
- 10.12. The Practitioner shall not be liable for damages or losses incurred as a result of indirect, special or consequential loss or damage.
- 10.13. **Conflict of interest**
- 10.14. The Practitioner will make all reasonable attempts to ensure that no conflict of interest exists prior to commencing the Services.
- 10.15. It is the Client's responsibility to advise the Practitioner as soon as it becomes aware of any conflict or potential conflict of interest.
- 10.16. In the event that a conflict of interest arises, the Practitioner will take all reasonable steps to resolve the conflict as parties by the parties involved and as permitted by the law.

11. **Taxation Services**

- 11.1. The Client understands that taxation law changes frequently and that it is the Client's responsibility to obtain updated advice from the Practitioner in relation to actual or proposed transactions entered into in the future.
- 11.2. Pursuant to the Accounting Professional and Ethical Standard APES 220 – Taxation Services:
 - 10.17.1. The responsibility for the accuracy and completeness of the particulars, information and the records provided by the Client is the Client's;
 - 10.17.2. Any advice given to the Client in the course of the Services is an opinion only based on the Practitioner's knowledge of the Client's particular circumstances;
 - 10.17.3. As a taxpayer, the Client has obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns.

12. **WARRANTY**

- 12.1. The Practitioner warrants that the rights and remedies to the Client in this Agreement for warranty against defects are in addition to other rights and remedies of the Client under any applicable Law in relation to the goods and services to which the warranty relates.
- 12.2. The Practitioner does not purport to restrict, modify or exclude any liability that cannot be excluded under the *Competition and Consumer Act 2010* or the Fair Trading Acts in each of the States and Territories of Australia.
- 12.3. **Warranty for Services**
- 12.4. The Practitioner warrants that if any defect in any accounting work provided by the Practitioner becomes apparent and is reported to the Practitioner preferably within 30 days of the provision of the Services then the Practitioner will (at the Practitioner's sole discretion) remedy the accounting work.
- 12.5. In respect of all claims the Practitioner shall not be liable to compensate the Client for any delay in remedying the defective Services or in properly assessing the Client's claim. The Practitioner will use its best endeavours to assist the Client with its claim.
- 12.6. The warranty is not applicable to Services where the defect is the result of inaccurate, incorrect, insufficient, and/or false information provided by the Client.
- 12.7. **Claims made under Warranty**
- 12.8. Subject to clause 11.1, 11.2 and 11.3 of this Agreement, claims for warranty should be made in one of the following ways:
 - 11.6.1. The Client must send the claim in writing to the Practitioner's business address stated in clause 2.1 of this Agreement;
 - 11.6.2. The Client must email the claim to the Practitioner on admin@cuttingedgeaccounting.com.au;
 - 11.6.3. The Client must contact the Practitioner on the Practitioner's business number (07) 4041 2581.
- 12.9. All claims against the Practitioner are limited to the Price only and the Practitioner shall not be liable for any loss and/or damage as defined in clause 2.7. The Practitioner shall not be liable to compensate the Client for any reasonable delay in the delivery of the Services.

13. **TERMINATION AND CANCELLATION**

14. **Cancellation by Practitioner**

- 14.1. The Practitioner may cancel any Order to which these Terms and Conditions apply at any time before payment is made by the Client by giving written notice to the Client. On giving such notice the Practitioner shall repay to the Client any sums paid in respect of the Price. The Practitioner shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 14.2. Without prejudice to the Practitioner's other remedies at law, the Practitioner shall be entitled to cancel all or any part of any Order of the Client which remains unfulfilled and all amounts owing to the Practitioner shall, whether or not due for payment, become immediately payable in the event that

- 12.2.1. Any money payable to the Practitioner becomes overdue; or
- 12.2.2. The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 12.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

15. **Cancellation by Client**

- 15.1. Any Order cannot be cancelled by the Client unless expressly agreed to by the Practitioner in writing.
 - 15.2. In the event that the Client cancels provision of Services the Client shall be liable for any loss incurred by the Practitioner (including, but not limited to, any loss of profits) up to the time of cancellation.
 - 15.3. If the Client places an Order with the Practitioner and the Practitioner places an Order with a third party provider to meet the Client's request, the Client shall be liable for the Price of the Services ordered if the Client cancels the Order and the Services have already been provided.
 - 15.4. The Practitioner acknowledges that in the event the Practitioner contravenes any of the terms of this Agreement, then clause 12.3, 12.4 and 12.5 will not apply.
16. **SET-OFF**
- 16.1. The Client shall have no right of set-off in any suit, claim or proceeding brought by the Practitioner against the Client for default in payment.
 - 16.2. The Client acknowledges that the Practitioner can produce this clause in bar of any proceeding for set-off.
17. **INSURANCE**
- 17.1. There shall be no obligation on the Practitioner to effect any insurance cover pursuant to this agreement.
18. **AGREED USE**
- 18.1. The Client hereby agrees and acknowledges that he may forfeit any rights he may have against the Practitioner if the accounting figures or other reports prepared by the Practitioner are applied or used for other entities which the accounting figures are not intended or prepared for in accordance with any applicable instructions.
19. **OWNERSHIP OF DOCUMENTS**
- 19.1. The original documents of the Client will remain the property of the Client at all times.
 - 19.2. The Practitioner reserves its right to make copies of the records of the Client for its own records.
 - 19.3. Ownership of the documents produced by the Practitioner as detailed in the Estimate and/or Letter of Engagement will vest in the Client. All other documentation produced by the Practitioner will remain the property of the Practitioner.
20. **CONFIDENTIALITY**
- 20.1. The Client understands and agrees the records of the Client may be subject to review under the Institute of Public Accountants' quality review program, and the Practitioner will advise the Client if this occurs.
 - 20.2. The Practitioner warrants that the records of the Client, including confidential information and/or material will not be used for any other purpose other than the purpose for which they were provided to the Practitioner, unless required by law or with the Client's consent.
 - 20.3. The Practitioner warrants that it shall not disclose, transmit or otherwise make available the Client's confidential information and/or material to any third party in any manner or form, unless required by law or with the Client's consent.
21. **JURISDICTION**
- 21.1. This Agreement is deemed to be made in the State of Queensland and all disputes hereunder shall be determined by the appropriate courts of Queensland.
22. **PRIVACY ACT 1988**
- 22.1. The Client and/or the Guarantor/s agree for the Practitioner to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Practitioner.
 - 22.2. The Client and/or the Guarantor/s agree that the Practitioner may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency to assess an application by Client; to notify other credit providers of a default by the Client; to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers or to assess the credit worthiness of Client and/or Guarantor/s.
 - 22.3. The Client consents to the Practitioner being given a consumer credit report to collect overdue payment on commercial credit.
23. **ENTIRE AGREEMENT**
- 23.1. The Terms and Conditions set out in this Agreement constitute the whole Agreement made between the Client and the Practitioner.
 - 23.2. This Agreement can only be amended in writing signed by each of the parties.
 - 23.3. All prior discussions and negotiations are merged within this document and the Practitioner expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
 - 23.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the Fair Trading Acts in each of the States and Territories of Australia.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

NAME:

POSITION HELD:

SIGNATURE: DATE:/...../20.....

WITNESS NAME:

ADDRESS:

SIGNATURE: DATE:/...../20.....