
Standard Terms and Conditions

1. Who may instruct us

You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.

2. You and your spouse or de facto partner

We will advise you and your spouse or de facto partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

3. Know your customer

We may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

4. Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline (our recommendation is not less than 30 days). We will rely on such information being true, correct and complete and will not audit the information.

You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

AT Business Advisors is not liable for any failure or delay in providing the Services if caused, or contributed to, by an act or event (including the non-performance of your obligations) that is beyond the control of AT Business Advisors or was not foreseen at the time of entering into this Agreement. We will advise you of the delay and cause and are entitled to review our fees where such delays occur.

The *Tax Agent Services Act 2009* requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your income tax returns. The Commissioner is entitled to rely on any statements made in your income tax returns. Where those statements are later found to be incorrect, the Commissioner may amend your income tax assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep proper records that will substantiate the taxation returns prepared and which will satisfy the substantiation requirements of the Income Tax Assessment Act. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use this information supplied in the preparation of your returns.
- Your rights as a taxpayer include:
 - The right to seek a private ruling;
 - The right to object to an assessment by the Commissioner;
 - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements that may exist.

5. Qualifications on our services

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 17 below and those amendments will not apply prior to such termination.

6. Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

7. Investment and financial advisory advice

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth) unless we have expressly agreed to do so in writing, specifying an applicable Australian Financial Services Licence number.

8. Professional obligations

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at 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 an appropriate authority.

9. Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) 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 this engagement applies. If this arises, we will inform you promptly.

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

10. Fees and payment

Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the Australian Taxation Office. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

We will bill on acceptance and commencement of each agreed service and our invoices are due for payment within 7 days of issue. Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

After acceptance of this engagement and receipt of all relevant source information, our normal service standard for completion of your work is 10 business days. Should any queries arise after commencement of your work, we will inform you as soon as possible. If resolution of the queries is delayed this may affect the completion date of your work.

We reserve the right to suspend work where our invoices remain unpaid. We intend to exercise these rights only where it is fair and reasonable to do so.

11. 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.

12. 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 the services, our professional advisers 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. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;
- we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information;
- we provide limited information (but only to the extent reasonably necessary) to potential purchasers (or their professional advisers) of our practice but we will take reasonable steps to ensure that any such recipient keeps the disclosed information confidential; or
- you give us permission to disclose the information.

We may retain your information during and after our engagement 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.

13. Privacy

You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you and we will comply with the *Privacy Act 1988* (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices.

14. Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

15. Limitation of liability

Our liability is limited by a scheme approved under Professional Standards Legislation. You agree not to bring any claim against any of our directors in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind; or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

16. Limitation of third party rights

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

17. Termination

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

17A. False or misleading statements

In accordance with section 15 of the *Tax Agent Services (Code of Professional Conduct) Determination 2024*, we are obliged to maintain honesty and integrity in all statements made or prepared on your behalf to the Australian Taxation Office or any other Australian government agency.

Where we become aware that a statement in a document we have prepared contains, or may contain, a material false or misleading statement, we will advise you that the statement should be corrected and request that you take steps to correct it within a reasonable time.

If you do not agree to correct the statement within a reasonable time, and the matter meets the threshold of materiality and fault (being intentional disregard or recklessness as to the application of the law, causing or likely to cause substantial harm to others), we may be required to:

- withdraw from this engagement and our professional relationship with you, which may extend to all other services we currently provide to you;
- notify the Tax Practitioners Board that we have advised you that a statement should be corrected and that we are not reasonably satisfied that our advice has been acted upon; and
- take such further action as we reasonably consider necessary in the public interest, which may include notifying the Australian Taxation Office.

You acknowledge our right to take such steps as are required to fulfil our obligations under the Determination. We will always endeavour to work with you to resolve any such matter before taking these steps.

18. Communication

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

19. Applicable Law

Our engagement is governed by New South Wales law. The courts sitting in that State will have non-exclusive jurisdiction in relation to any dispute between us.

20. Interpretation

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

21. Disputes and complaints

If you have any concerns about our costs or services, please speak to the person responsible for this engagement, who is identified in our engagement letter. To resolve your concerns we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

In the unlikely event that any matter is not resolved to your satisfaction, you are able to lodge an online written complaint with the Tax Practitioners Board. Details of the complaint procedure can be found at [Complaints | Tax Practitioners Board \(tpb.gov.au\)](https://www.tpb.gov.au).

22. Third party responsibilities and outsourcing

We may utilise outsourced service providers and cloud computing service providers to deliver our services to you. In accordance with our obligations under Code item 6 of the *Tax Agent Services Act 2009* and TPB(PN) 2/2018, we provide the following disclosure and obtain your consent to the disclosure of your information to these parties to the extent necessary to perform our services.

Software and cloud platforms

- CCH iFirm — cloud-based practice management and accounting software (Wolters Kluwer; servers in Australia);
- Class Super — SMSF administration and portfolio valuation platform (servers in Australia);
- Xero — cloud accounting and bookkeeping platform (servers in Australia and New Zealand);
- XPM (Xero Practice Manager) — practice management, time billing and workflow (servers in Australia and New Zealand);
- NowInfinity — corporate compliance and ASIC lodgement platform (servers in Australia);
- FYI Document Manager — document management and workflow platform (servers in Australia);
- Microsoft 365 — email, document storage and collaboration (Microsoft Azure; data residency in Australia where selected); and
- other third parties from time to time and as separately notified to you.

Domestic outsourcing

From time to time we may outsource components of our tax agent services to our partner firm Ledersmith Pty Ltd, located within Australia. Ledersmith Pty Ltd will be subject to appropriate confidentiality obligations and any work performed by unregistered persons within that firm will be completed under the supervision and control of a registered tax agent at AT Business Advisors.

Offshore outsourcing

We outsource components of our services to Pacific Business Integrated Solutions Pty Ltd, operating from Vietnam. This may include bookkeeping, data processing, tax return preparation and other accounting support services. Where your information is disclosed to this offshore provider, we will:

- inform you of the country or countries in which the offshore provider is located, to the extent we are able to do so at the time of engagement;

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- take reasonable steps to ensure the offshore provider maintains confidentiality and IT security standards consistent with our domestic obligations;
 - ensure all offshore work is completed under the supervision and control of a registered tax agent at AT Business Advisors; and
 - remain responsible to you for the quality and compliance of all work performed on your behalf, regardless of where it is performed.

By accepting this engagement you consent to your information being disclosed to Ledersmith Pty Ltd (Australia) and Pacific Business Integrated Solutions Pty Ltd (Vietnam), as well as the software and cloud platform providers listed above, to the extent necessary for us to provide the agreed services. If you do not consent to your information being disclosed to an offshore provider, please advise us in writing and we will make alternative arrangements where practicable.

Your data will be stored in servers physically located in Australia unless otherwise specified above or separately notified to you, and in accordance with the security practices of the relevant third-party service provider and our Privacy Policy.

AT Business Advisors shall not be responsible for any disclosure, modification or deletion of your data resulting from any access by third-party application providers beyond our reasonable control. You must ensure that all usernames and passwords required to access any service are kept secure and confidential. You must immediately notify the relevant software provider of any unauthorised use of your passwords or any other breach of security.

22A. Use of artificial intelligence tools

We may use artificial intelligence (AI) tools to assist in the delivery of our services, including for research, document drafting, data analysis and quality review. In accordance with Code item 6 of the *Tax Agent Services Act 2009* and the TPB's draft guidance TPB(I) D62/2026 on the use of AI in tax agent services, we provide the following disclosure.

AI tools we currently use

- Microsoft 365 Copilot — integrated into our Microsoft 365 enterprise environment (Word, Outlook, Excel, Teams). Operates under Microsoft's enterprise Data Protection Addendum; client data is processed within the firm's Microsoft 365 tenant and is not used to train foundation AI models.
- Claude (Anthropic) — used via the Team plan by most staff. Client data entered into Claude under this plan is not used to train Anthropic's models and is subject to contractual confidentiality protections. Access is managed through the firm's central account.
- ChatGPT (OpenAI) — used via the Team plan by selected staff. Client data entered into ChatGPT under the Team plan is not used to train OpenAI's models and is subject to a data processing agreement between the firm and OpenAI. Access is managed through the firm's central ChatGPT Team account. Personal ChatGPT Plus or free accounts are not approved for use in connection with client work under any circumstances.
- Other AI tools may be adopted from time to time and you will be notified of any material addition to this list.

How we use AI tools

AI tools are used to assist our staff with general research, drafting, summarisation and analysis tasks. All AI outputs are reviewed and assessed by a registered tax agent or qualified professional before being relied upon in the delivery of your tax agent services. We do not use AI as a substitute for professional judgement, and we remain fully responsible for the accuracy, quality and compliance of all services we provide to you, regardless of whether AI tools assisted in their preparation.

Client data and confidentiality

Where client-specific information is used in conjunction with an AI tool, we take the following steps to protect your confidentiality under Code item 6 of TASA and the *Privacy Act 1988* (Cth):

- client data is only entered into AI tools operating under enterprise agreements with contractual data protection, confidentiality and no-training provisions;
- staff are instructed not to enter client-identifying information into consumer or personal subscription versions of any AI tool;
- where possible, information is anonymised or generalised before being used in an AI prompt; and
- tax file numbers (TFNs) and other sensitive personal identifiers are never entered into any AI tool under any circumstances.

By accepting this engagement you consent to the use of AI tools as described in this section in the delivery of our services. If you do not consent to your information being processed using AI tools, please advise us in writing and we will make alternative arrangements where practicable. We do not use AI tools for any purpose that is not directly related to the delivery of your agreed services.

Our obligations and your rights

The TPB has confirmed in its draft guidance (TPB(I) D62/2026, March 2026) that the use of AI does not reduce or transfer a tax practitioner's professional obligations under the Code of Professional Conduct. We remain bound by all obligations under the *Tax Agent Services Act 2009* regardless of how our services are delivered. If you have any concerns about our use of AI tools, please raise them with the person responsible for this engagement in accordance with section 21 of these terms.

23. Consumer Data Rights

You may consent for an Accredited Data Recipient under the Consumer Data Right (CDR) to disclose your CDR data to us. You may nominate us as your Trusted Adviser for this purpose. As your Trusted Adviser, we will only access the data necessary to provide the services in this engagement letter.

24. Register of Tax Agents

AT Business Advisors is a registered tax agent, operating under agent reference number 26270833. The Tax Practitioners Board maintains a register of tax agents, which can be searched at [Public Register | Tax Practitioners Board \(tpb.gov.au\)](https://www.tpb.gov.au/public-register).

25. Keeping you informed — regulatory disclosure

In accordance with section 45 of the *Tax Agent Services (Code of Professional Conduct) Determination 2024*, we are required to keep you informed of matters that may be relevant to your decision to engage or continue to engage us as your registered tax agent.

TPB Public Register

The Tax Practitioners Board (TPB) maintains a public register of all registered tax agents and BAS agents. You can verify our registration details, view any conditions on our registration, and confirm that we are authorised to provide tax agent services by searching the register at [tpb.gov.au/public-register](https://www.tpb.gov.au/public-register). Our TPB registration number is 26270833.

TPB complaints process

If you are not satisfied with the tax agent services we have provided, you may lodge a written complaint with the TPB at [tpb.gov.au/complaints](https://www.tpb.gov.au/complaints). We encourage you to raise any concerns with us in the first instance in accordance with section 21 of these terms.

Our rights, responsibilities and obligations

As a registered tax agent, AT Business Advisors is bound by the *Tax Agent Services Act 2009* (TASA) and the Code of Professional Conduct. Our key obligations include:

- acting lawfully in your best interests and with honesty and integrity;

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- maintaining adequate arrangements to manage conflicts of interest;
 - not disclosing your information to third parties without your permission, subject to any legal duty to do so;
 - ensuring that any tax agent service we provide, or that is provided on our behalf, is provided competently;
 - maintaining the knowledge and skills relevant to the services we provide to you; and
 - responding to requests and directions from the TPB.

Your key obligations include providing us with accurate, complete and timely information, keeping proper records, and advising us of any relevant changes in your circumstances. Your rights as a taxpayer are set out in section 4 of these terms.

Prescribed events disclosure

Section 45(1)(d) of the Determination requires us to advise you of any of the following events (prescribed events) affecting AT Business Advisors or any individual registered tax agent involved in your engagement within the preceding five years:

- a conviction for a serious taxation offence, an offence involving fraud or dishonesty, or an offence punishable by imprisonment of 12 months or more;
- a civil penalty order under a taxation law or the Corporations Act 2001;
- a bankruptcy, winding up order or insolvency event;
- disciplinary action by a relevant professional association resulting in a sanction;
- conditions imposed on our TPB registration; or
- a TPB investigation that resulted in a sanction.

As at the date of this engagement, there are no prescribed events to disclose in relation to AT Business Advisors (TPB registration 26270833) or any individual registered tax agent operating under this engagement.

We will notify you within 30 days of becoming aware of any prescribed event or other matter that could significantly influence your decision to engage or continue to engage us as your tax agent.

Liability limited by a scheme approved under Professional Standards Legislation.