

UHY Haines Norton (WA) Pty Ltd Terms and Conditions of Business

1. Introduction

- 1.1 UHY Haines Norton is an association of independent firms. Responsibility for your engagement rests with UHY Haines Norton (WA) Pty Ltd, which carries on business separately and independently from other UHY Haines Norton associated offices in Australia and UHY offices worldwide. The other independent offices have no legal liability to you or your organisation.
- 1.2 These terms together with any accompanying letter from us supersede any prior written or oral understanding between us with regard to the terms of our engagement or that of any predecessor firm.
- 1.3 Any reference to we, our, ours and us is a reference to UHY Haines Norton (WA) Pty Ltd.

2. Our Relationship with You

- 2.1 We will normally send you a letter (Engagement Letter) confirming your instructions to us and the services we will provide. Each engagement will only be to the client named in our Engagement Letter even if someone other than that client, including an insurer is responsible for paying, or has agreed to pay our fees.

3. Your Obligations

- 3.1 You agree to pay for the Services in accordance with this Agreement.
- 3.2 To the extent we have not, as part of the Services, been engaged to do so on your behalf, you will be responsible for the maintenance of accurate accounting and taxation records and other information and for the retention of any supporting or other documentation that is required by law or otherwise.
- 3.3 You will provide us promptly with such information as may reasonably be required for the proper performance of the Services, including access to appropriate members of your staff, records, information, technology, systems and premises. Where incomplete or late information is provided to us, we cannot guarantee that we will be able to complete our work, sign any reports and lodge any returns on time. In these circumstances we will, however, do our utmost to complete our work, sign any reports and have any returns lodged on time but we will not be responsible for any penalties or other costs or damages if the due date is unable to be met.
- 3.4 We will be entitled to rely upon the accuracy of all information provided by you, or by others on your behalf, without independently verifying it. While we may review any accounting records and other information you provide to us during the process of undertaking the Services, we will not verify the truthfulness or accuracy thereof unless this is specifically required as part of any responsibilities set out in our Engagement Letter.
- 3.5 You will retain responsibility for the manner in which any advice or recommendations supplied by us are used or relied upon.
- 3.6 You undertake that, if anything occurs after information is provided by you to us, to render such information untrue, unfair or misleading, you will promptly notify us and, if required by us, take all necessary steps to correct any announcement, communication or document issued which contains, refers to or is based upon, such information.

4. Benefit of Advice

- 4.1 Unless otherwise specifically stated in our Engagement Letter, any advice or opinion relating to the Services is provided solely for your benefit and may not be disclosed in any way, including any publication or any electronic media, to any other party and is not to be relied upon by any other party.
- 4.2 During the supply of the Services, we may supply oral, draft or interim advice, reports or presentations but in such circumstances

our written advice or final written report will take precedence. No reliance should be placed by you on any oral, draft or interim advice, reports or presentations. Where you wish to rely on oral advice or on oral presentations, you will need to inform us and we will provide documentary confirmation of the advice.

- 4.3 We will not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.
- 4.4 Some of the matters on which we may be asked to advise (eg employee superannuation funds) may have personal tax or other implications for your directors and employees. We will not be responsible for such implications unless specifically engaged in an Engagement Letter to address those implications.

5. Fees

- 5.1 We may agree a specific arrangement for fees relating to your assignment, such an agreement will always be in writing. If no such fee agreement exists, our fees will be based on the amount of time spent by the partners and staff assigned to the engagement, at their standard hourly charging rate in effect when our services are rendered. Such time will include but not be limited to meetings; travelling time; considering, preparing and working on sets of accounts, letters, documents, forms, other papers written and electronic correspondence and telephone calls. We may adjust the amount billed to reflect the value and skill we contributed, the complexity or novelty of the issues and problems encountered, the extent of the responsibility involved, the urgency of the matter, the results achieved, the benefit to you of previous work product or precedent and customary fees for similar services. Our current charge rates, are periodically reviewed and adjusted and we will endeavour to let you know of any changes which will affect your engagement with us.
- 5.2 It is often difficult to estimate how many hours of work will be necessary to complete an assignment and accordingly how much our total charges are likely to be. We will whenever requested endeavour to give you an estimate but any estimate (which will be exclusive of GST and disbursements) may change as the assignment proceeds and it becomes clearer how much time is likely to be spent on it. An estimate is not a fixed fee and any estimate we provide will not constitute a promise or agreement that we will render services within a specific time or for a fixed amount. We will on request let you know at any time the total amount already incurred on any particular matter and, if any estimate is likely to be exceeded, we will advise you of that fact and provide you with a revised estimate as soon as practicable.

6. Billing

- 6.1 Unless another method of payment has been agreed, we will normally deliver bills to you on completion of assignments, unless the amount on account exceeds \$2,000 when we reserve the right to interim bill.
- 6.2 If an insurer or other third party undertakes to pay any portion of our fees, you remain responsible for the payment of any fees not paid by that third party.

7. Disbursements

- 7.1 In addition to our fees there may be added to your bill any expenses incurred by us on your behalf (such as lawyers' fees) and incidental expenses such as collating, document management, printing and copying.
- 7.2 Where we are likely to incur any significant disbursement on your behalf, we may ask you to put us in funds either before the disbursement is incurred or so as to enable us to discharge the disbursement (including GST) on receipt of invoice. It is a condition of our engagement that we are put in funds for such disbursements immediately on request.

8. Billing of Costs

- 8.1 It is our normal practice to ask clients for payments on account of costs whenever this appears to be appropriate and our right to do so is a condition of our engagement. We therefore reserve the right to suspend work for you or to terminate our engagement in the event that any request for a payment on account is not promptly met.

9. Payment Terms

- 9.1 Our bills are payable on receipt. If we do not receive comment about an invoice within 10 working days of the invoice date, we assume you have seen that invoice and find it acceptable.
- 9.2 Where we receive any payment from you which is not appropriated to a particular bill, we will be entitled to determine how that payment is appropriated between the amounts then owed to us, whether for costs, interest, reimbursement of expenses or otherwise.
- 9.3 Should accounts not be settled within 30 days, we reserve the right to charge an overdue account fee to any outstanding balance. The fee will be 5% of the outstanding balance (minimum fee of \$25) up to a maximum of \$500. This charge will be added to your account monthly.
- 9.4 In the event that we deem it necessary to seek external debt collection assistance, we shall add any costs, fees and disbursements incurred to the overdue account.

10. Quality of Services

- 10.1 If you are unhappy with any aspect of our service please raise the matter with the partner in overall charge of the relevant assignment or, if you prefer or if you are unhappy with our initial response to the problem, with our Chief Executive.
- 10.2 Where we have rendered an invoice and where you fail to inform us that you dispute the amount charged within 10 working days of the invoice date, you will be deemed to have accepted the fee and will pay the fee in full.

11. Communication

- 11.1 If there are limitations on how you would like us to communicate with you please advise us in advance.
- 11.2 We may communicate with you by email unless you request to the contrary. The transmission of information by email has inherent risks and such communications may become lost, delayed, intercepted, corrupted or be otherwise altered or rendered incomplete. We will try to ensure that electronic communications that we send to you are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you send to us. However, we do not accept and will not have any responsibility or liability to you or any third party (except in case of our bad faith or wilful default) in respect of any loss or damage arising out of or in connection with the failure of any electronic communication to arrive with you or any third party at the time and in the form intended by us, or receipt of any such communication by any person for whom it was not intended, or the accidental transmission of any virus of corrupting material.
- 11.3 For your convenience papers may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the signed hard copy where one exists, should be regarded as definitive.

12. Confidentiality

- 12.1 The conduct of our engagement in accordance with the standards and ethical requirements of The Institute of Chartered Accountants in Australia means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements.

- 12.2 Both parties acknowledge that they may be exposed to information that is confidential to the other party. Both parties agree not to disclose such information to other parties except as required by law or professional standards, or with express consent.

- 12.3 Our files may, however, be subject to review as part of the quality control review program of The Institute of Chartered Accountants in Australia, which monitors compliance with professional standards by its members. Please note that by signing your engagement letter you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

13. Privacy

- 13.1 Under the Privacy Act, we need to tell you that we collect information about you to assist in performing and promoting our business, taxation, accounting, audit, remote accounting, local government and UK pension transfer services. We do not disclose information about you to any person except as required in the course of providing these services or for the ordinary administration of our business. You can also request access to information we hold about you by making a written request to our Chief Executive.

14. Termination of Agreement

- 14.1 This agreement may be terminated by either party. Termination must be effected by written notice and will take effect once we have raised our final fee, and all outstanding fees have been paid. Until paid, we reserve our rights to exercise a lien over any books, records or other documents that may be in our possession.