

SERVICES TERMS AND CONDITIONS

Please read this section carefully as it outlines the terms and conditions for our services. By Sentry Accountants and Advisors commencing work on your matters you are agreeing to be bound by these terms and conditions. This agreement applies to all services.

Our Services

The services and matters we are addressing shall be confirmed with you and the outcome you wish to achieve “our services”.

The firm will provide taxation and accounting services to you and your related entities in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board (APESB).

We will not undertake any work on your behalf unless and until we have received confirmation or continued instructions or responses by you to our questions on “our services”. Upon receiving your request for our assistance in a matter, we will be responsible for taking all action necessary to effectively complete the matter.

Specifically, no audit or review will be performed and, accordingly, no assurance will be expressed in relation to any report prepared by us; our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist, however, we will inform you of any such matters that may come to our attention; the financial statements and income tax return/s for you and your entities will be prepared for distribution to the directors/shareholders/partners/proprietors for the purpose noted above and we disclaim any assumption of responsibility for any reliance on our reports to any person or entity, other than those parties indicated, and for any purpose other than for which it was prepared and will contain a disclaimer to this effect. We are entitled to rely on the records provided by you as being both accurate & complete.

Registered Office

ASIC requires that companies have a registered office which is a physical location (not a PO Box) open every business day, for at least three hours, between 9am - 5pm. Our office, Molonglo Mall, Unit 25, 105-119 Newcastle Street’ FYSHWICK ACT 2609 will act as a registered office for your company/s (unless otherwise instructed).

Our cost for this service is \$330 plus GST per a company each year, which includes preparation and distribution of your annual company statement, on-line storage of your data, systems maintenance and upgrades as required from third party service providers.

Our Fees, Terms and Payment Arrangements

Our fees estimate is set out in our Confirmation of Requested Services. Should additional services fall outside the documented scope then the fees for those additional services are generally based on the time required by the individuals assigned to the engagement plus direct out of pocket expenses. Our current hourly charge out rates (exclusive of GST) are as follows:

Administration	\$100 - \$200
Junior Accountant	\$100 - \$150
Senior Accountant	\$160 - \$250
Seniors/Managers	\$260 - \$320
Director	\$380 - \$430

There are many things beyond our control that can make a matter more complicated, and additional fees may apply. Examples of this could include;

- Quality of information provided and state of financial files e.g. unreconciled essential data or missing information
- Issues and facts not known or knowable at the start of work e.g. tax and accounting matters arising as the result of transactions
- Long delays in response to our queries that lead to doubling up of our effort
- Changes to the scope of the work e.g. Capital Gains Tax Events requiring specific attention, resolution of complicated tax issues

Given the size and nature of the work, we either invoice at the start of a matter and then progressively at the end of the month as the matter continues or issue a fee at completion at the work.

Fees are payable within 14 days.

To assist with payment we can arrange;

- Fee deducted from tax refund
- Fee Funding Facility (Fee Synergy)
- Credit Card payment over the phone
- Other details provided on invoices

We reserve the right to withhold lodgement until our fees are paid.

A monthly administration fee of \$150 will apply to accounts outside our payment terms and arrangements. For account balances that exceed \$3,000 a monthly administration fee of 5% will apply to the end of month outstanding balance. This fee is applicable to cover costs of debt administration and maintenance.

We will charge for out of pocket expenses and third party expenses should such costs be incurred on your matters.

Subscription Payment

Services/Monthly Subscription

We are able to offer monthly payment options to aid in your cashflow. Your monthly subscription to Tribe Group services will start when Tribe Group confirms your payment and will continue for a calendar month. When you purchase a monthly subscription, auto-renew is automatically selected. If you do not wish your subscription to auto-renew, you must contact us before the end of the current month's subscription.

Payment is by direct debit from your selected account. Please refer to the direct debit terms provided separately.

Annual Subscription Services– Sentry Bookkeeping Services

Your annual subscription to Tribe Group services will start when Tribe Group confirms your payment and will continue for a period of one year. Annual subscriptions for Sentry Bookkeeping Services are billed monthly in twelve equal instalments. Payment is by direct debit to your selected account. Please refer to the direct debit terms provided separately.

When you have an annual subscription, Tribe Group will contact you at the end of the annual subscription to confirm if you wish to continue with your subscription.

Subscription General Terms and Conditions

Subscriptions are paid in advance and Subscriptions can be cancelled with 14 days notice. However, the current months subscription period cannot be cancelled or refunded.

This monthly fee subscription has been set based on covering all costs over a full 12 month subscription period. A cancellation before the 12 month period has been completed may entail an adjustment to the fees charged. Subscription pricing is subject to change. New pricing takes effect upon renewal of your subscription, or where transaction volumes or transaction complexity exceeds that agreed at the time pricing was set.

At all times you retain ownership of your accounting software and third party licences and the costs there-of. Tribe Group reserves the right to stop all work where you miss payment of your monthly subscription. Work will recommence upon proof of payment.

Project Work

Specific strategic advice or projects such as tax planning, restructuring, estate planning and fringe benefits tax work and alike that address more complex financial, tax or accounting issues is required, we will provide you with a proposal setting out the objectives, the work involved and the fees. Your agreement to this proposal will be required before we undertake the work.

Tax Agent Representation and ATO Administration Tax Services

As part of the ongoing engagement throughout the year, matters may arise outside of the preparation and finalisation of your annual compliance work including but not limited to ATO requests, client requests for information, monitoring and management of ATO tax affairs, negotiating tax payment arrangements, extensions, requests for remissions, managing generally your due by dates for lodgement. We may over the course of the year issue a fee for work completed.

Termination of Services

We may terminate this agreement and stop acting for you if any of the following occurs:

You do not comply with the terms of this agreement;

We form the opinion on reasonable grounds that, by continuing to act for you, we may breach professional conduct rules or ethics;

Any request for funds to cover disbursements or other essential expenditure or fees on account is not complied with promptly;

If adequate instructions or replies to correspondence are not forthcoming within a reasonable time; Any fees or invoices are not paid in accordance with our agreement.

If you chose to terminate the agreement before the completion of any matters, Sentry will be compensated for work that has been carried out up to the date of termination.

Privacy & data protection

In handling personal information, we comply with the Privacy Act 1988 (Cth) (Privacy Act), as amended from time to time, and with the 13 Australian Privacy Principles. Generally, we collect and use your personal information for the purposes of providing you with our services and any associated accounting, taxation and financial professional services.

To complete your matters, we may disclose your personal information to our business partners and associates and to third parties engaged to perform administrative or other services. Any disclosure is always on a confidential basis. We may also disclose your personal information if required or authorised by law.

Indemnities & Limitation of Liability

You agree to indemnify and hold harmless Sentry Accountants & Advisors against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by Sentry in respect of any claim by a third party arising from or connected to any breach by your or your obligations under this Agreement.

Our liability may also be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <http://www.psc.gov.au>

Ownership of Documents

All original documents that we obtain from you arising from the engagement remains your property. However, you agree that we may make reasonable number of copies of the original documents for our records and to provide the services to you.

We retain all copyright in any document prepared by us during the course of carrying out the engagement for you, save for where the law specifically provides otherwise.

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

Future Costs

You agree to reimburse Sentry for all costs or expenses incurred by us if we are called upon at any time in the future to respond to inquiries from your affiliates, or shareholders, or any governmental agency, or as the result of receiving formal legal subpoenas. You will also reimburse Sentry for all reasonable attorney fees incurred and will compensate Sentry for all time expended responding to any such inquiry at our normal hourly rates.

Use of Software, Confidential Information, "Know How" and Advice

We utilise cloud computing services provided by the following providers where your data may be sent and hosted:

Provider	Datacentre Locations
Xero Limited	United States of America

Jurisdiction

The laws of the ACT apply to this document and services.