



**TOTAL CARE  
ACCOUNTING**  
S O L U T I O N S

TOTAL CARE ACCOUNTING SOLUTIONS and TOTAL CARE  
ACCOUNTING AND BUSINESS SOLUTIONS (“**TCAS**”)

and

CUSTOMER

**TERMS AND CONDITIONS**

## RECITALS

- (A) TCAS provides bookkeeping (including Business Activity Statement (**BAS**), accounting, taxation, and business advice services. TCAS is a Tax Agent.
- (B) TCAS will provide to the Customer the Services described in Item 3 of the Schedule for the fees described in Item 4 of the Schedule in accordance with these Terms and Conditions.
- (C) These Terms and Conditions apply from the commencement date and continue for the period stated in the Schedule or when terminated, whichever is earlier.

## DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS

In these Terms and Conditions, unless inconsistent with the context:

- 1.1 **additional charge** means a charge in accordance with the Bookkeeper's standard rates in effect from time to time payable by the Customer;
- 1.2 **Business Day** means Monday to Friday but excluding a Day that is a public holiday in Western Australia;
- 1.3 **Customer** means the party described in Item 1(b) of the Schedule;
- 1.4 **Customer's Gross Revenue** means the sum of all money generated in a month by any business the Customer operates or is involved in running in any capacity whatsoever in relation to which TCAS has provided any of the Services listed in items 3(f), 3(g), 3(h), 3(i), and 3(j) in the Schedule, without taking into account any tax payable or any amount that has or will be used for any expense;
- 1.5 **Customer's Increased Gross Revenue** means the difference between the amount of the Customer's Gross Revenue for a month compared to the amount of the Customer's Gross Revenue for the previous month;
- 1.6 **Commencement date** means the date of commencement of these Terms and Conditions described in Item 2 of the Schedule;
- 1.7 **fees** means the fees and their frequency described in Item 4 of the Schedule;
- 1.8 **force majeure** means an act, omission or circumstance over which TCAS could not reasonably have exercised control;
- 1.9 **GST** means the tax established by the *A New Tax System (Goods & Services Tax) Act 1999* and by any amending, subsequent and/or respective legislation;
- 1.10 **Month** means a calendar month, that is, a month reckoned according to the calendar;
- 1.11 **party** means TCAS or the Customer;
- 1.12 **parties** means TCAS and the Customer;
- 1.13 **Principal** means TCAS's Principal;
- 1.14 **Services** means the services described in Item 3 of the Schedule TCAS will perform for the Customer under these Terms and Conditions;
- 1.15 **TCAS** means Thu Le Huynh operating the business trading as Total Care Accounting Solutions, (WA Business Number BN11711279) (Tax Agent Number 22747008) and Thu Le Huynh operating the business trading as Total Care Accounting and Business Solutions, and includes TCAS's Agents;
- 1.16 **TCAS's Agent** means each of TCAS's Principal, employees, officers, sub-contractors and those other people who are at any time are under TCAS's control and perform services for the customer or otherwise act on TCAS's behalf;
- 1.17 **TCAS's premises** means TCAS' address described in Item 1(a) of the Schedule;
- 1.18 **Tax Agent** means an entity registered as a registered tax agent under the *Tax Agent Services Act 2009* and by any amending, subsequent and/or respective legislation; and
- 1.19 **Tax Invoice** means all and any Tax Invoice TCAS issues to the Customer for all and any fee, including cancellation fee, additional charge, expense, disbursement or other account or cost

TCAS incurs by performing the services for the Customer.

- 1.20 **Related Entity** means all and any persons, businesses, companies or subsidiaries that are directly or indirectly related to the Customer and have sought services from TCAS. A Related Entity includes the Customer if it changes in the event the Customer changes its business name, corporate status or structure.

## 2. INTERPRETATION

2.1 In this document, unless the context requires otherwise:

- (a) The singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (b) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (c) a reference to a person includes that person's executors, administrators, successors in title and assigns;
- (d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (f) a reference to a thing includes a reference to the whole or any part of that thing;
- (g) if a word or phrase is defined, cognate words and phrases have a corresponding meaning; and
- (h) headings are for convenience only and do not affect the interpretation of this document.

2.2 When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

## 3. PAYMENT OF TAX INVOICES

- 3.1 The Customer must pay to TCAS all fees raised for the services before TCAS provides the services to the Customer.
- 3.2 All Tax Invoices become due and payable on the date of issue of the Tax Invoice.
- 3.3 The Customer is responsible for paying all GST and TCAS is responsible for raising all and any Tax Invoice.
- 3.4 If the Principal allows the Customer any discount or reduction of any Tax Invoice that TCAS would otherwise be entitled to charge the Customer under these Terms and Conditions, then the discount or reduction:
- (a) is provided by the Principal in the Principal's absolute discretion; and
  - (b) may be reversed by the Principal at any time and any account or other writing will not give rise to an estoppel in respect of TCAS's rights under this clause.

## 4. EXPENSES

- 4.1 The Customer must reimburse TCAS the amount of all expenses reasonably and properly incurred by it in the performance of its duties under these Terms and Conditions, including travel expenses between TCAS's premises and the Customer's site, accommodation and subsistence expenses, if any, and all other expenses incurred or required to be incurred by

TCAS to promptly and efficiently provide the services.

- 4.2 All and any expenses otherwise directly or indirectly associated with the provision of services under these Terms and Conditions will be reimbursed or paid by the Customer, including but not limited to cheque directions fees and other financial institution fees.

## **5. LATE PAYMENT OF DUE AND PAYABLE TAX INVOICES**

- 5.1 Should the Customer default in the payment of any monies due, then all monies due to TCAS shall immediately become due and payable and shall be paid by the Customer to TCAS within 7 days of the date of demand. TCAS shall be entitled to charge interest at the rate of 20% per annum on all overdue accounts from the date of due payment until the date of actual payment.
- 5.2 An administration fee of \$45.00 will be due and payable by the Customer for each month a Tax Invoice is outstanding.
- 5.3 Any expenses, costs or disbursements, including debt collection agency fees, commission and any fees paid to TCAS's solicitors (on an indemnity basis), incurred by TCAS in recovering any outstanding monies shall be paid by the Customer on an indemnity basis.
- 5.4 If the Customer fails to pay any due and payable Tax Invoice within the time due for payment, TCAS can immediately, without notice, suspend the services until TCAS has received payment for all and any due payable Tax Invoice.

## **6. CHARGE**

- 6.1 The Customer hereby charges and mortgages in favour of TCAS to secure the repayment of any overdue invoices and all monies which may become owing by the Customer to TCAS hereunder all the Customer's estate and interest in all property both real and personal and present and future.
- (a) The Customer acknowledges and agrees that TCAS shall be entitled to lodge a caveat where appropriate, in which shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) Should TCAS elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify TCAS from and against all of TCAS's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Customer agrees to irrevocably nominate, constitute and appoint TCAS as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 6.
- 6.2 TCAS may withdraw the facility at any time without notice or TCAS may from time to time or at any time increase or decrease the limit (if any) of the facility provided without notice to the Customer.
- 6.3 All risks in any services ordered by the Customer shall be deemed to pass to the Customer from the time the services are provided by TCAS to the Customer but otherwise:
- (a) The Customer hereby acknowledges that the services provided by TCAS shall remain the property of TCAS until TCAS receives payment for the same.

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1 The Customer agrees:
- (a) to report the Customer's Gross Revenue for each month to TCAS in writing on or before the 8<sup>th</sup> day of the next month, if the Customer has instructed TCAS to provide

any of the services described in Items 3(f), 3(g), 3(h), or 3(i) of the Schedule;

- (b) to give TCAS access to the Customer's accounting software, for TCAS to verify the amount of the Customer's Gross Revenue reported to TCAS each month, if the Customer has instructed TCAS to provide any of the services described in Items 3(f), 3(g), 3(h), or 3(i) of the Schedule;
- (c) to support, and cooperate with, TCAS' provision of the services;
- (d) to provide to TCAS honest, accurate and complete information, particulars and records relating to or in connection with the services;
- (e) to disclose to TCAS all information relating to or in connection with the services;
- (f) to report the Customer's income and results without delay as required by TCAS;
- (g) to arrange for reasonable access by TCAS to individuals, documents and information relating to or in connection with the services; and
- (h) that any advice provided by TCAS are only opinions based on TCAS' actual knowledge of the Customer's circumstances.

- 7.2 The Customer must provide a minimum of 24 hours' notice of any cancellation of an appointment with TCAS.
- 7.3 If the Customer cancels an appointment with TCAS with less than 24 hours' notice, then the Customer must pay to TCAS a \$110 cancellation fee.
- 7.4 If the Customer cancels an appointment with TCAS after TCAS's Agent arrives at the Customer's premises, then the Customer must pay to TCAS a cancellation fee of up to 4 hours' worth of onsite Fees determined by reference to Item 4 of the Schedule.
- 7.5 TCAS will not provide any refund or payment to the Customer whatsoever if, pursuant to item 4 in the Schedule, the amount payable by the Customer to TCAS calculated by reference to the percentage (%) of the Customer's Increased Gross Revenue in any month is \$0.

## **8. TITLE**

- 8.1 Until full payment due under all and any Tax Invoice is paid by the Customer to TCAS or if the agreement established by these Terms and Conditions is terminated, any works, items, materials or information of whatever nature produced or developed by TCAS or under TCAS's direction pursuant to or in the course of providing the services shall remain the sole and complete property of TCAS, whether such property is tangible or is in the nature of industrial and intellectual property rights (including copyright and rights of confidential information).
- 8.2 If:
  - (a) the Customer has fully complied with these Terms and Conditions;
  - (b) the agreement established by these Terms and Conditions has not been terminated; and
  - (c) the Customer is not in breach of any clause in these Terms and Conditions; thenTCAS will transfer all right title and interest in the works, items, materials or information referred to in clause 8.1 to the Customer.

## **9. BOOKS AND RECORDS TAKEN FROM THE CUSTOMER'S SITE**

The Customer is responsible for being aware of all and any books and records taken from the Customer's site by TCAS.

## 10. LODGING DOCUMENTATION FOR THE CUSTOMER

TCAS will not lodge the Customer's documentation with the relevant authority (for example, lodging the Customer's tax return with the Australian Taxation Office) until:

- (a) the Customer has paid all and any due and payable Tax Invoice;
- (b) TCAS has received that payment in its bank account; and
- (c) the Customer authorises TCAS to lodge the documents in writing.

## 11. ADDITIONAL SERVICES

- 11.1 If the Customer requests in writing, TCAS may provide services in addition to the services described in the Schedule and TCAS may make an additional charge for providing such additional services.
- 11.2 If TCAS determines in its sole and unfettered discretion, that the services estimated for are unable to be provided at the estimated fee for any reason including but by no means limited to:
  - (a) source documents, including bank statements, invoices and such not being readily available to her;
  - (b) corruption to computer files maintained by the Customer; and
  - (c) any other reason causing greater or requiring more time to be in attendance,then the TCAS may issue an additional charge for providing additional services which must be paid by the Customer in any event.
- 11.3 TCAS may require payment of any additional charge before proceeding with additional services.

## 12. LIABILITY OF TCAS

- 12.1 Except as expressly provided to the contrary in these Terms and Conditions, all terms, conditions, warranties, undertaking, inducements or representations whether express, implied, statutory or otherwise relating in any way to the services or to these Terms and Conditions are excluded. Without limiting the generality of the preceding sentence, TCAS shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on the part of the TCAS to comply with its obligations under these Terms and Conditions.
- 12.2 Where any Act of Parliament implies in these Terms and Conditions any term, condition or warranty that the Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions. However, the liability of TCAS for any breach of such term, condition or warranty shall be limited, at the option of the TCAS, to any one or more of the following:
  - (a) the supplying of the services again; or
  - (b) the payment of the cost of having the services supplied again.
- 12.3 The Customer warrants that it has not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of TCAS which has not been stated expressly in these Terms and Conditions or upon any description or illustrations or specifications contained in any document including any catalogues or publicity material produced by the TCAS, whether in relation to services, the income or profitability of the

Customer's business, or any other matter whatsoever.

- 12.4 TCAS is only liable for expert advice which is:
- (a) given in connection with the services provided by TCAS to the Customer;
  - (b) in writing; and
  - (c) accompanied by a written confirmation stating that TCAS is qualified to give the advice.
- 12.5 The Customer acknowledges that TCAS is not able to provide expert advice outside the scope of the services.
- 12.6 TCAS is not liable for any expert advice or assistance given in good faith, but which it is not contractually bound by these Terms and Conditions to provide and which does not fit the criteria set out in clause 12.4.
- 12.7 Within each 12 month period TCAS may cease providing the services for a period of 3 months at any time for any reason whatsoever, and TCAS shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly as a result.

### 13. FORCE MAJEURE

- 13.1 TCAS shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to *force majeure*.
- 13.2 TCAS shall notify the Customer as soon as practicable of any anticipated delay due to *force majeure*.
- 13.3 If a delay due to *force majeure* exceeds 30 days, the Customer may terminate these Terms and Conditions immediately on providing notice to TCAS. If a Customer gives such notice to TCAS, within 28 days of that notice:
- (a) subject to sub-clause 13.3(b), TCAS shall refund money previously paid by the Customer under these Terms and Conditions for which no services have been provided; and
  - (b) the Customer shall pay TCAS a reasonable sum in relation to services rendered or costs and expenses incurred prior to termination for which no payment has been made by the Customer.

### 14. TERMINATION

- 14.1 Without limiting the generality of any other clause in these Terms and Conditions, TCAS may terminate these Terms and Conditions immediately by notice in writing if:
- (a) any payment due from the Customer to TCAS pursuant to these Terms and Conditions remains unpaid for a period of 14 days; or
  - (b) the Customer breaches any clause of these Terms and Conditions and such breach is not remedied within seven days of written notice by TCAS or immediately if this breach is not capable of being remedied immediately.
- 14.2 Notwithstanding the preceding clause, TCAS may terminate the agreement between TCAS and the Customer established by these Terms and Conditions immediately on notice in writing to the Customer if:
- (a) the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
  - (b) the Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
  - (c) the Customer, being a natural person, dies;

- (d) the Customer ceases or threatens to cease conducting its business in the normal manner;
  - (e) TCAS forms the opinion, on reasonable grounds, that mutual confidence and trust does not exist between the Customer and TCAS;
  - (f) TCAS considers on reasonable grounds that by continuing to act for you TCAS may break a law; or
  - (g) TCAS forms the opinion on reasonable grounds that the relationship between TCAS and the Customer has broken down.
- 14.3 Notwithstanding the preceding paragraphs, TCAS may terminate these Terms and Conditions by giving 30 days notice to the Customer.
- 14.4 If notice is given to the Customer, pursuant to the preceding clauses, TCAS may, in addition to terminating the Agreement:
- (a) retain any money paid;
  - (b) charge a reasonable sum for work performed in respect of work which sum has not been previously charged;
  - (c) retake possession of all property of TCAS in the possession of the Customer;
  - (d) be regarded as discharged from any further obligations under these Terms and Conditions; and
  - (e) pursue any additional or alternative remedies provided by law.
- 14.5 The Customer may terminate the agreement between TCAS and the Customer established by these Terms and Conditions if TCAS breaches any term of these Terms and Conditions and such breach is not remedied within 28 days of written notice by the Customer or such other time period as is reasonable in the circumstances.

## 15. ASSIGNMENT

The benefit of these Terms and Conditions may not be dealt with in any way by either party (whether by assignment, sub-licensing or otherwise) without prior written consent from TCAS and the other party, save where TCAS chooses to assign to a company of which the Principal is a shareholder and director and she nominates by notice.

## 16. LIEN

- 16.1 TCAS may retain all files, documents and personal property relating to the services until all due and payable Tax Invoices are paid in full or until a Court orders TCAS to do otherwise.
- 16.2 Whenever TCAS hands a file to the Customer or another entity who receives the file on the Customer's behalf, TCAS may retain a copy of anything on the file for TCAS's own records.

## 17. LEGAL REQUIREMENTS

- 17.1 The Customer and TCAS are at all times responsible for complying with their own legal requirements and they undertake to each other they will endeavour to so comply.
- 17.2 TCAS acknowledges the responsibilities under the *Privacy Act 1988*. For a copy of the privacy policy the Customer needs to request such by notice.



**18. EMPLOYEES AND SUB-CONTRACTORS**

- 18.1 TCAS may instruct TCAS's Agents to perform the services provided to the Customer.
- 18.2 The Customer is forbidden from engaging TCAS's Agents introduced to the Customer directly or indirectly in any way for a period of 6 months from the last contact had between the Customer and any of TCAS's Agents.
- 18.3 If the Customer directly contracts with any of TCAS's Agents of TCAS to perform any services, the Customer must pay to TCAS a liquidated damages amount, being the balance of one year's fees calculated from the beginning of the financial year.
- 18.4 The liquidated damages amount referred to in clause 18.3 will be calculated:
  - (a) from the average yearly fee based on the past three financial years; or
  - (b) if TCAS has provided services to the Customer for less than one financial year, from the extrapolated fee based on fees charged to the Customer from the commencement date to the date the Customer directly contracts with TCAS's Agent.

**19. WAIVER**

- 19.1 No right under these Terms and Conditions shall be deemed to be waived by a party except if such waiver is in writing signed by the party alleged to have waived the right.
- 19.2 A waiver by a party pursuant to clause 19.1 will not prejudice its rights in respect of any subsequent breach of these Terms and Conditions by the other party.
- 19.3 Subject to clause 19.2 any failure by TCAS or the Customer to enforce any clause of these Terms and Conditions, or any forbearance, delay or indulgence granted by a party to the other shall not be construed as a waiver of the first-mentioned party's rights under these Terms and Conditions.

**20. CHANGES TO FEES**

- 20.1 TCAS is entitled review and increase the Fees referred to in the Terms and Conditions every 6 months from the Commencement Date.
- 20.2 Any delay in TCAS causing a change to Fees will not cause TCAS to lose the right to change the Fees (by way of waiver or otherwise).
- 20.3 TCAS will send written notice to the Customer of any Fee increase in accordance with clause 25.
- 20.4 The Fee increase take effect from 7 days following the date of TCAS's written notice to the Customer referred to in clause 20.3.

**21. CHANGES TO THE TERMS AND CONDITIONS**

- 21.1 These Terms and Conditions constitute the entire agreement between TCAS and the Customer for the provision of services by TCAS to the Customer at the Commencement Date. Any prior arrangements, agreements, representations or undertakings are superseded.
- 21.2 TCAS is entitled to modify or alter the Terms and Conditions at any time after the Commencement Date.

- 21.3 TCAS will send written notice to the Customer of any modification or alteration to the Terms and Conditions in accordance with clause 25.
- 21.4 The new Terms and Conditions take effect from 14 days following the date of TCAS's written notice to the Customer referred to in clause 21.3.

## **22. HEADINGS**

Headings used in these Terms and Conditions are for convenience and ease of reference only, are not part of these Terms and Conditions and shall not be relevant to or affect the meaning or interpretation of these Terms and Conditions.

## **23. SEVERABILITY**

If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain otherwise in full force apart from such provision which shall be deemed deleted.

## **24. GOVERNING LAW**

These Terms and Conditions will be governed by and construed according to the law of Western Australia and the parties consent to the exclusive jurisdiction of the courts and tribunals of that State.

## **25. NOTICES**

Any notice or other communication which must be made under or in connection with these Terms and Conditions:

- (a) must be in writing in order to be valid;
- (b) is sufficient if it is executed by the party giving the notice by its attorney, director, secretary, other duly authorised officer or solicitor of that party;
- (c) is deemed to have been given if it is:
  - (i) hand-delivered or posted by pre-paid post or registered post to the party's address;
  - (ii) sent by facsimile to the party's facsimile number; or
  - (iii) sent by email to the party's email address,set out in Item 1 of the Schedule or as previously notified; and
- (d) is deemed to have been given, in the case of:
  - (i) hand delivery, on delivery;
  - (ii) pre-paid post, on the second business day after the date of posting;
  - (iii) registered post, on the day the Notice is collected by the receiving party;
  - (iv) facsimile, on the sending party's receipt of a transmission report confirming successful transmission; and
  - (v) email, on the first business day after the date the email is sent.

## **26. DISPUTES**

- 26.1 The parties agree not to commence proceedings in relation to any dispute arising in connection with these Terms and Conditions without first having regard to the procedure set out in this clause 26.
- 26.2 Should any dispute or difference arise between the Customer and TCAS in connection with these Terms and Conditions, then:
- (a) The party that alleges they have suffered some loss or damage, or is otherwise aggrieved, shall serve the other party, by hand, pre-paid post or electronic mail to the party's address specified in the Schedule, with a Notice of Dispute in writing adequately identifying and providing details of the dispute.
  - (b) Within 7 days of receipt of the Notice of Dispute, the parties must meet and take reasonable steps to resolve the dispute.
  - (c) If the dispute cannot be resolved within 7 days of the meeting between the parties, then the parties agree to submit the dispute to arbitration.
  - (d) If the dispute remains unresolved 14 days after service of the Notice of Dispute, the dispute must be arbitrated in accordance with this clause.
  - (e) Arbitration shall be effected by a single arbitrator who shall be mutually agreed upon by the parties or, in the event that they fail to agree within 7 days, then the arbitrator shall be the President for the time being of the WA Chapter of the Institute of Arbitrators and Mediators Australia ("IAMA") or his appointee.
  - (f) The parties agree to submit to the arbitration procedures and guidelines adopted by the IAMA.
  - (g) The arbitration shall be conducted within the State of Western Australia and the Western Australian Courts have exclusive jurisdiction in respect of any legal dispute arising from these Terms and Conditions.
- 26.3 If the dispute is not resolved within 90 days of service of the Notice of Dispute, either party who has complied with this clause may end this dispute resolution process by written notice to the other party and immediately thereafter commence court proceedings in relation to this dispute.

## **27. RELATED ENTITY**

- 27.1 The Customer hereby warrants, by the adoption of these Terms and Conditions, that any services provided to a Related Entity of the Customer at the request of either the Customer, the Related Entity or any officer or employee of either the Customer or Related Entity, will also be subject to the Terms and Conditions contained herein without any need for the separate adoption of these Terms and Conditions by that Related Entity.

## **28. SIGNING OF TERMS AND CONDITIONS**

- 28.1 The Customer shall acknowledge acceptance of, or sign a copy of these Terms and Conditions and return it to TCAS and retain a copy for the Customer's own records. By accepting or signing and returning to TCAS these Terms and Conditions, the Customer authorises TCAS to undertake the services.

- 28.2 If the Customer requests TCAS to undertake services after the Customer has received these Terms and Conditions and before the Customer has accepted or signed and returned the Terms and Conditions to TCAS, then:
- (a) the services will be undertaken on the basis of these Terms and Conditions; and
  - (b) the Customer will be deemed to have accepted the terms and provisions of this Agreement by virtue of the Customer's instructions to TCAS to undertake the services.

## SCHEDULE

### Item 1(a): TCAS CONTACT DETAILS

Name: Thu Le Huynh  
Address: 39 Lateral Loop, Beldon, WA 6027  
Phone: 0401 064 798 or 08 6230 2688  
Email: [thu@totalcareaccountingsolutions.com.au](mailto:thu@totalcareaccountingsolutions.com.au)

### Item 1(b): THE CUSTOMER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Item 2: COMMENCEMENT DATE AND DURATION OF AGREEMENT

Commencement date is the date that customer decides to take on the services and or provide TCAS with documents, the date the customer agrees to or signs this agreement or providing first instructions after receiving these terms whichever is the earlier.

### Item 3: SERVICES

- (a) Bookkeeping;
- (b) Payroll;
- (c) Bank reconciliation;
- (d) BAS preparation and lodgement;
- (e) Tax return preparation and lodgement;
- (f) Tax and business advice;
- (g) Assessment of the needs of the customer's business;
- (h) Development, implementation and evaluation of strategies, programs and systems for the customer's business;
- (i) Preparing or arranging advertising for the customer's business;
- (j) All other advice requested by the customer from time to time

### Item 4: FEE

TCAS's standard rates for the following services are as follows:

- |     |  |                   |
|-----|--|-------------------|
| (a) | BAS lodgement fee                        | from \$ 155 each  |
| (b) | Company tax return & financial statement | from \$ 1450 each |
| (c) | Trust tax return & financial statement   | from \$ 1450 each |
| (d) | Individual tax return (non-business)     | from \$ 175 each  |
| (e) | Individual tax return (business)         | from \$ 380 each  |

TCAS's standard hourly rates are as follows:

- (a) from \$80 to \$110 per hour for bookkeeping carried out by bookkeepers & accountants; and
- (b) from \$220 to \$275 per hour for taxation and accounting work carried out by accountants and TCAS agents.

TCAS's standard fees for the services described in Items 3(f), 3(g), 3(h), and 3(i) of this Schedule are as follows:

- (a) Month 1: \$\_\_\_\_\_ payable on the Commencement Date, plus \_\_\_\_% of the Customer's Increased Gross Revenue for the month due on the 22<sup>nd</sup> day of the next month;
- (b) Month 2 after the Commencement Date: \$\_\_\_\_\_ due on (date) \_\_\_\_\_, plus \_\_\_\_% of the Customer's Increased Gross Revenue for the month due on the 22<sup>nd</sup> day of the next month;
- (c) Month 3 after the Commencement Date: \$\_\_\_\_\_ due on (date) \_\_\_\_\_;
- (d) Month 4 after the Commencement Date: \$\_\_\_\_\_ due on (date) \_\_\_\_\_;
- (e) Month 5 to Month \_\_\_\_\_ (insert number) after the Commencement Date: \$\_\_\_\_\_ per month plus \_\_\_\_% of the Customer's Increased Gross Revenue for each month due on the 22<sup>nd</sup> day of the next month.

If the amount payable by the Customer to TCAS calculated by reference to the percentage (%) of the Customer's Increased Gross Revenue in any month is \$0, then clause 7.5 above in these Terms and Conditions applies.

In accordance with clause 20 of these Terms and Conditions, TCAS reserves the right to modify the Fee.

*"The Customer accepts these Terms and Conditions in acknowledgement that they are legally binding and presently enforceable"*