



Francis A Jones  
Where people count.

## FAJ Individual Engagement Fact Sheet

The purpose of this fact sheet is to set out and confirm our understanding of the terms and scope of our engagement to prepare your Individual Tax Return annually and lodge the return with the Australian Taxation Office

### About Francis A Jones (FAJ)

Francis a Jones is a recognised leader in the preparation of Individual Tax Returns (ITR). We have a reputation for delivering the best results to individuals and families that has been forged over more than 90 years of business.

Our team are degree qualified, experienced and skilled in preparing income tax returns.

### Scope

We have been engaged by you to prepare and lodge your personal ITR. We will be appointed as your tax agent which allows us to access information from the Australian Taxation Office (ATO) and prepare your ITR from information provided to us.

### Information

We are able to access some of your tax information directly from the ATO. You will need to provide all other information that you consider relevant as well as any information we request. You are responsible for the accuracy and completeness of the information provided. Under tax law, you are obliged to keep accurate records and to retain these for five years.

The tax system operates on a self-assessment basis. However, the ATO may amend your notice of assessment at some future time, subject to statutory time limits. Accordingly, you should check the prepared ITR for accuracy and completeness before signing.

We may rely on information compiled and provided by third parties. We do not take responsibility for third party information, and you agree that we cannot be held responsible for relying on third party information as part of this engagement.

In providing our services to you, we utilise various cloud computing systems which may be based outside of Australia and we rely on their security measures. We also store client information in a data server managed in Sydney Australia, which may be subject to Australian privacy law.

By engaging with us you agree and provide authority for us to use the ATO tax agent portal and other secure electronic portals to access, store and distribute your personal and other information.

We have an ethical duty of confidentiality, which means we must not share or disclose your details to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

We may disclose your personal and confidential information details to CPA Australia Ltd, (if requested) for the purposes of conducting a CPA Australia Best Practice Program assessment aimed at maintaining high industry professional standards. By accepting our engagement you acknowledge that information relating to this engagement may be made available under the CPA program.

### **Our obligations**

We have a duty to act in your best interests, unless this is inconsistent with our duty to act in the public interest, and to provide services to you confidentially and professionally.

Any information pertaining to your affairs will be utilised and stored in an appropriate manner to maintain our professional standards and obligations. We are responsible for maintaining records for a period of at least five years unless otherwise required by legislation, and we reserve the right to destroy records held after that time.

During the course of our engagement, if we identify or suspect that Non-Compliance with Laws or Regulations (NOCLAR) has occurred or may occur, we may take action as required including disclosing the matter to an appropriate authority.

### **Your obligations**

You are responsible for full disclosure of all relevant information and for your own record keeping relating to your affairs.

You will provide FAJ promptly with such material and relevant information as may reasonably be required for the proper performance of the Services.

You are responsible for the reliability, accuracy and completeness of the particulars and information provided to us, and for retaining paperwork for as long as is legally required.

### **Fees and billing**

Our current fees for preparing standard ITRs are available from [faj.com.au](http://faj.com.au). Where ITRs require non-standard inclusions such as rental properties, capital gains or business income, additional charges may apply.

Upon completion of your ITR you will be forwarded an invoice electronically and provided with a number of payment options. Our fees are to be paid within 14 days of the billing date.

### **Ownership of documents**

You own all original materials given to us as well as your copy of the final prepared ITR. We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original materials you give to us.

## **Privacy**

Our collection use and disclosure of your personal information may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect personal information about you that relates to the engagement. We may disclose personal information about you with your implied consent for the primary purpose of this engagement or to third parties by express consent or as required by law. This personal information may be stored overseas in a secure cloud-based database. If you would like to access any personal information we might hold about you contact us on 08 9335 5211.

If your personal information is disclosed to CPA Australia for the purpose of conducting a CPA Australia Best Practice Program assessment on the services provided, personal information will be handled by CPA Australia as outlined in the [CPA Australia Privacy Policy](#).

## **Professional Indemnity Insurance**

We hold professional indemnity insurance of at least the minimum amount prescribed in the CPA Australia Ltd By-Laws or as required by law.

## **Professional Standards Scheme and limitation of liability**

We participate in the CPA Australia Ltd Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action. The Scheme applies to the preparation of income tax returns.

## **Financial advice**

We do not hold an Australian Financial Services Licence and accordingly we cannot provide you with financial product advice. Any advice provided to you under this engagement is not intended to constitute financial product advice. Before making any investments or considering any financial products you should seek advice from a fully licenced financial advisor.

## **Acceptance**

Thank you for choosing FAJ to prepare your ITRs.

Please contact us immediately if you do not understand any of the terms of this fact sheet. The engagement term will commence upon your indication of acceptance of our services and this document will remain effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

We look forward to assisting you with your income tax returns for many years to come.