



TERMS & CONDITIONS OF ENGAGEMENT OF SERVICE

APPOINTMENT OF AGENT

By appointing ITP WA (Seneco Tax Pty Ltd) in the capacity of your tax agent, you will be bound by the below Terms & Conditions. To ensure that there is no miscommunication of the agreed services to be rendered. Please ensure that you have read the below Terms & Conditions and, if you have any concerns, that these have been brought to the attention of our staff prior to our commencement of your engagement.

These Terms and Conditions apply to all professional services supplied to you ("the Client") by ITP WA (Seneco Tax Pty Ltd) and include any schedule, annexures or addendums to these terms and conditions.

Your engagement will commence at time of signing the 'Appointment of Agent' as dated and will continue until revoked by either party by giving the other party 30 days' notice in writing.

1. CLIENT RESPONSIBILITIES

You are responsible for the reliability, accuracy and completeness of the taxation records, particulars and information provided and disclosure of all material and relevant information. You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. If you are late in providing information, we will do our best to meet the time limits, but will not be responsible for any lodgement penalties you may incur.

Personal Details : Please ensure you complete & return the 'Appointment of Agent'. Please ensure you advise of any changes to contact details as soon as possible so we can update these with the ATO.

Tax Information : Please provide all relevant information relating to your tax affairs as per our checklists available on our [website](#) .

Tax Deductible Receipts : Please ensure you have supplied all relevant tax-deductible receipts so these can be verified. We offer a range of digital storage solutions for receipts – please contact support@itpwa.com for more information.

2. PRIVACY POLICY

ITP WA (Seneco Tax Pty Ltd) is bound by the *Privacy Act 1988 (Cth)* and we respect and protect the privacy of our clients. This privacy policy sets out how we collect and use your personal information. 'Personal Information' is information we hold which is identifiable as being about you.

- 2.1** We will, as required, collect and store personal information from you in a variety of ways including, but not limited to when you interact with us electronically or in person, when you access our website and when we provide our services to you.
- 2.2** We may collect personal information including, but not limited to your name, tax file number, date of birth, contact details, financial information and other relevant information you provide to us in the course of completing engaged taxation services or general queries.
- 2.3** We may use personal information collected from you in a variety of ways including, but not limited to, completing taxation services as required and providing you with information, updates, and our services. We may also make you aware of new and additional services and opportunities available to you. We may use your personal information to improve our services and better understand your needs.
- 2.4** We may contact you by a variety of measures including, but not limited to telephone, email, sms or mail.
- 2.5** We will securely store your personal information electronically for a minimum of 5 years, and have strict technical and organisational measures in place to ensure your personal information is protected.
- 2.6** Strict confidentiality requirements will be met with no disclosure by us to other parties without your consent, unless otherwise required by law or professional obligation. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.
- 2.7** We reserve the right to make amendments to this Privacy Policy at any time.

3. COMMUNICATIONS & E-SIGN

- 3.1** ITP WA (Seneco Tax Pty Ltd) engages the services of XERO Tax Software to prepare and lodge all ATO lodgements.
- 3.2** ITP WA (Seneco Tax Pty Ltd) lodge all Tax Returns under the Tax Agent licence 26299199. All Tax returns will be kept on file for a minimum of 5 years by ITP WA (Seneco Tax Pty Ltd) and any related tax office correspondence will be monitored by ITP WA (Seneco Tax Pty Ltd).
- 3.3** We will, when required, send sensitive information (including Tax File Numbers) electronically via email.

4. OUR PAYMENT TERMS

- 4.1** ITP WA (Seneco Tax Pty Ltd) provides fixed fee taxation services – a full copy of our fee schedule can be found on our [website](#).
- 4.2** ITP WA (Seneco Tax Pty Ltd) strictly does not provide refund quotes. By attending a consultation in person or by providing your tax return documents via our 'Digital Tax Service', you are agreeing to our payment terms.
- 4.3** Payment of our services are required to be arranged on the day of your consultation / at the time you provide your tax return documents via our 'Digital Tax Service'.

4.4 Accepted payment options are outlined below.

- a. Credit / Debit Card :** Mastercard & VISA are accepted at our Karratha, South Hedland & West Perth offices in person, over the phone, online, and via our Credit / Debit Card Authorisation form (see 6. Credit and Debit Card Payment Authorisation).
- b. Online :** Online Transfers are accepted; bank account details can be found on the Client invoice or upon request.
- c. Fee From Refund :** Our 'Fee From Refund' option is available to approved clients only, at the discretion ITP WA (Seneco Tax Pty Ltd) and incurs an addition \$50 processing fee (See 5. Fee From Refund).

4.5 For larger scope of work (including multiple years' tax returns), we may provide a quote & require a 50% deposit to secure and bind the service agreement at the discretion ITP WA (Seneco Tax Pty Ltd), or if requested. Our quote will estimate the expected work, any variance beyond this will be negotiated outside of this quote and will have separate terms and engagement. Any services outside the scope of the above outlined scope will be invoiced separately.

4.6 If the client does not authorise to lodge the tax return following their consultation, or after / part way through tax return preparation the client will still be liable for the full applicable fee as per the fee schedule. Any discount for non-lodgement is not guaranteed and is strictly at the discretion of ITP WA (Seneco Tax Pty Ltd).

4.7 Failure to arrange payment as per the above terms and conditions will result in further collection action, and may incur additional fees (see 7. Debt and Debt Collection).

5. FEE FROM REFUND

5.1 Approved Clients : Fee From Refund option is available to clients only where there is no evidence of outstanding debt owed to the ATO, Family Assistance Office or Child Support and is strictly at the discretion of ITP WA (Seneco Tax Pty Ltd).

5.2 Authority to Deduct Fees : ITP WA (Seneco Tax Pty Ltd) will be authorised to deduct fees from the tax refund received from the ATO, and remit the balance to the nominated bank account as soon as is practicable once the refund has been received to ITP WA (Seneco Tax Pty Ltd)'s Trust bank account. If ITP WA (Seneco Tax Pty Ltd) is unable to disburse monies to the nominated account, we will disburse these funds in accordance with the relevant legislation and [APES 310 Client Monies](#). These monies will be returned to the ATO and are not held by ITP WA (Seneco Tax Pty Ltd). If a refund is not received which fulfils the contractual obligation to make payment to ITP WA (Seneco Tax Pty Ltd) for professional services provided, alternative arrangement to pay the outstanding fees must be made within 30 days of the first notice.

Failure to arrange payment as per the above terms and conditions will result in further collection action, and may incur additional fees (see 7. Debt and Debt Collection).

5.3 Trust Account Records : Records maintained by ITP WA (Seneco Tax Pty Ltd) in relation to Dealing with Client Monies are subject to an annual Assurance Engagement by an appointed external auditor. CPA Australia may access the records held by ITP WA (Seneco Tax Pty Ltd) for the purposes of any inspection, quality review, or disciplinary proceedings by CPA Australia. [Westpac Deposit Accounts for business customers – Terms & conditions](#)

6. CREDIT AND DEBIT CARD PAYMENT AUTHORISATION

6.1 The Credit / Debit Card Payment Authorisation will be valid only for the professional services authorised. ITP WA (Seneco Tax Pty Ltd) will not use the credit / debit card details unless authorised by the Client.

6.2 If payment is declined, alternative arrangement to pay the outstanding fees must be made within 30 days of the

first notice. Failure to arrange payment as per the above terms and conditions will result in further collection action, and may incur additional fees (see 7. Debt and Debt Collection).

7. DEBT AND DEBT COLLECTION

Failure to arrange payment will result in further collection action from a debt collection agency. An account keeping fee of \$5 will be applied for every 30 days the account remains unpaid.