

# Notch Above Bookkeeping Policies and Terms and Conditions of Service

## Terms and Conditions of Service

### General

By using the information, services and products available through the services of Jac Gallagher Pty Ltd aff the Jac and Jase Family Trust trading as Notch Above Bookkeeping (Notch Above) you are agreeing to the terms and conditions contained herein, which are subject to change without notice. Notch Above is a BAS Agent providing a bookkeeping and BAS Service for a fee. Other services may also be offered.

Notch Above may modify this Agreement at any time. You agree and continue to agree to use the Service of Notch Above in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out below. By using the Service, you agree to be legally bound and to abide by the Terms of Service, regardless of other documentation being signed by you. If you do not comply with the Terms of Service, Notch Above may terminate your right to access the service. Notch Above may discontinue or alter any aspect of the Service at Notch Above's sole discretion and without prior notice or liability.

This Agreement shall be construed and controlled by the laws of Queensland, Australia. Further, any dispute arising from the terms of this agreement or a breach of this Agreement will be governed by the laws of Queensland, Australia. Notch Above may amend or modify these Terms and Conditions or impose new conditions at any time upon notice from Notch Above to the Client.

### Fees, Charges, Commissions and Payment Terms

The fee for service is set out in our agreement with you. If you fail to pay a Notch Above invoice in accordance our payment terms we reserve the right to cease your work immediately and without penalty. We also reserve the right to invoice for any outstanding work in progress. We reserve the right to charge interest on all overdue accounts. Interest on overdue accounts is charged at 1.8% per month, accruing daily until paid. In the event of the account being in default and being referred to an external party for collection the customer shall be liable for all resulting costs arising from the recovery, including commission which would be payable if the account is paid in full and legal costs including demand costs.

We disclose to our clients any commissions or other fees received as a result of work done for that client and will fully comply with any statutory requirements in relation to the disclosure of such information.

### Termination

This engagement may be terminated at any time by either party. In the case of termination, you agree that payment for all services accrued up to and including the date of termination will be paid immediately upon receipt of our Tax Invoice.

### Documents

Before lodging any necessary documentation on behalf of the client, draft documentation will be forwarded to you for approval. Notch Above shall endeavour to ensure that documentation is lodged with the relevant departments by the due dates, provided all information and documentation is received twelve (12) working days before the due date to allow us adequate time for preparation and lodgement of the documentation.

### Internal and Accounting Controls

We advise that the responsibility for the maintenance of a business accounting system and internal control systems rests with you (the client), including the protection of and prevention against fraud as well as computer file backup. If any material weakness in the accounting system or internal control systems comes to our notice, we will advise accordingly.

It is important to remember that you are personally responsible for the information contained in any statutory return and that you must retain all necessary supporting documentation to substantiate your transaction. We will not take responsibility for any failure on your behalf to maintain adequate records.

It will be your responsibility to ensure the completeness and accuracy of the records and information supplied and to provide explanations on any item questioned in the course of the engagement. This is necessary to ensure the accuracy of the financial information compiled under this engagement.

### Ownership of Work

The final statements, BAS and any other documents which we are specifically engaged to prepare, together with any other original documents given to us, shall remain your property. Any other documents brought into existence by us including general journals, working papers, the general ledger and draft financial statements, will remain the property of Notch Above. However, we will always provide you with copies of any documents that you may require from time to time.

If our services are terminated, we shall be entitled to retain your source documents and any other information we have in our possession until payment in full of all outstanding fees. It is agreed that all materials furnished to Notch Above are owned by you or you have the permission from the rightful owner to use such materials, and you will hold harmless, protect and defend Notch Above from any claim or action which may arise from the use of such materials.

### Quality Review

As a Member of the National Institute of Accountants (NIA) we are subject to periodic quality assurance reviews. Unless otherwise advised by yourself, by engaging our firm, you are consenting to your files possibly being part of such a quality review.

### Standards

Notch Above aims to provide the highest standard of professional service and are focused on the concerns of our clients. If for any reason you feel you have not received the level of service expected or have an issue to raise, please contact your Notch Above consultant to discuss how the problem may be resolved.

As a Member of the NIA in public practice, we are subject to the ethical requirements of the NIA and its Investigations and Disciplinary processes. These requirements cover issues such as a Code of Conduct and Ethics and requirements to undertake Continued Professional Education. Should there be an issue regarding the ethical or business practices of the firm, such matters may be referred to the NIA Investigator.

### Disclosure by Notch Above

Notch Above will not at any time disclose to any third party any information that is identified as confidential without your consent or unless required to by law. We will protect such information and treat it as strictly confidential both during the engagement period, and after termination of the engagement. Information that is freely available in the public domain will not be considered confidential.

On termination of our agreement, it is the policy of Notch Above to retain client files for a period of seven (7) years from the date of the last communication. Unless otherwise instructed by you, we shall have the right to destroy your file at that time. Notch Above will not be held responsible for loss due to error or damage at any time.

### Electronic Transmission

We are able to send, receive and store files electronically. However, electronic mail is not secure and any files transmitted may, among other things, be copied, recorded, read or interfered with by a third party while in transit. If we transmit any file electronically, you agree to release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any file and for any damage caused to your system or any files by a transmission.

Our services are may be performed onsite or offsite. In the instances where we are required to work at your premises, Notch Above will take all due care and consideration to ensure no loss and/or damage occurs. However, we shall not be held responsible for any loss and/or damage incurred whilst at your premises.

### Compilation Reports

The service may include maintenance of the chart of accounts for the ledgers of your business. Reports provided are not for one off presentations to third parties such as financiers or potential purchasers. Further adjustments to the accounts may be required by us or your taxation advisor prior to such disclosure. You should confirm suitability of such reports with us prior to any disclosure. Notch Above strives to provide error-free work. Typographical errors or mistakes which are clearly our fault will be corrected at no charge; client revisions will be charged at our agreed rate; final proofreading is the responsibility of you. Notch Above shall not be held responsible for any loss due to errors on our part, missed by you. Whilst Notch Above makes every effort to provide accurate and reliable information and services, we reserve the right not to be held responsible for the correctness, completeness or quality of the information and services provided. We assume no responsibility for consequences resulting from the provision of information and services, including, but not limited to, errors or omissions. All information provided is intended solely to provide general guidance on matters of interest for your personal use and you accept full responsibility for its use. It is provided with no guarantee of completeness, accuracy or timeliness, and without warranty of any kind. Information provided does not constitute legal, accounting, or tax advice.

### Appointment as a Contractor

Notch Above is an independent contractor, not an employee. As such, you are not held to the obligations of an employer such as superannuation, annual leave, payroll tax, etc. However, the following rights are upheld, consistent with an independent contractor status:

- Notch Above has the right to perform services for others during this engagement;
- Notch Above has the sole right to control and direct the means, manner and method by which the services are performed;
- Notch Above has the right to hire assistants, use employees and contractors to provide the services required;
- This engagement does not create a partnership relationship; you, nor we, have the authority to enter into contracts on the other's behalf.

### Disclaimer

The information contained in this website was prepared for general information purposes only. All images, photographs and graphics are indicatives only. Users of this website and prospective customers should not rely on any of the information herein contained as forming part of an offer, contract or undertaking. All information contained in this website was considered to be correct at the time of publication.

## Privacy Policy

### Introduction

Notch Above regards customer privacy as an important part of our relationship with our customers. The following privacy policy applies to all Notch Above users, and conforms to Internet privacy standards. If you have questions or concerns regarding this statement, you should first contact Jac Gallagher at (07)3355 6427.

### Collection of Information

In order to use the Notch Above online payment service, we may require information from you in order to provide the best service possible. All correspondence may also be collected and stored, particularly in regard to sales, support and accounts, including Email. Any information collected by Notch Above is collected via correspondence from you or your company. This may be via the telephone, Email, mail, fax or directly through our website or online payment service.

### Use of Collection Information

Any details collected from Notch Above customers is required in order to provide you with our online payment service, and a high level of customer service. Correspondence is recorded in order to provide service references, and to assist in our staff development.

### Storage of Collected Information

The security of your personal information is important to us. When you enter sensitive information (such as credit card numbers) on our online payment service, we encrypt that information using secure socket layer technology (SSL). When Credit Card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete Credit Card details. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about security of our online payment service, you can email us at [jac@notchabove.com.au](mailto:jac@notchabove.com.au).

### Access to Collected Information

If your Personally Identifiable Information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us at [jac@notchabove.com.au](mailto:jac@notchabove.com.au).

### Orders

If you purchase a product or service from us, we may request certain Personally Identifiable Information from you. You may be required to provide contact information (such as name, Email, and postal address) and financial information (such as credit card number, expiration date). We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

### Communications

Notch Above uses Personally Identifiable Information for essential communications, such as Emails, accounts information, and critical service details. We may also use this information for other purposes, including some promotional Emails. If at any time a customer wishes not to receive such correspondence, they can request to be removed from any mailing lists by emailing us at [jac@notchabove.com.au](mailto:jac@notchabove.com.au). You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

### Third Parties

Notch Above may at its discretion use other third parties to provide essential services on our site or for our business processes. We may share your details as necessary for the third party to provide that service. These third parties are prohibited from using your Personally Identifiable Information for any other purpose. Notch Above does not share any information with third parties for any unknown or unrelated uses.

### Legal

We reserve the right to disclose your Personally Identifiable Information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website.

### Links

Links on the Notch Above site to external entities are not covered within this policy. Changes to Privacy Policy

If we decide to change our privacy policy, we will post those changes to this privacy statement, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by Email, or by means of a notice on our homepage.

## Security Policy

Notch Above uses the eWAY Payment Gateway for its online credit card transactions. eWAY processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the eWAY gateway are secured payments. Payments are fully automated with an immediate

response. Your complete credit card number cannot be viewed by Notch Above or any outside party. All transactions are performed under 128 Bit SSL Certificate. All transaction data is encrypted for storage within eWAY's bank-grade data centre, further protecting your credit card data. eWAY is an authorised third party processor. eWAY at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by Notch Above.

For more information about eWAY and online credit card payments, please visit [www.eWAY.com.au](http://www.eWAY.com.au)

## Refund & Returns Policy

If for any reason you are not completely satisfied with your purchase please email us at [jac@notchabove.com.au](mailto:jac@notchabove.com.au) so that we can resolve any problems.