

Notch Above Bookkeeping Terms and Conditions of Service

General

By using the information, services and products available through the services of Jac Gallagher Pty Ltd atf 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. Our BAS Agent number is 90124007 and ABN 27 510 628 978.

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 and conditions of service, regardless of other documentation being signed by you. If you do not comply with the terms and conditions 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.

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 to Notch Above. We also reserve the right to invoice for any outstanding work in progress. We reserve the right to charge interest on all overdue accounts 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 you 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.

Termination

The 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.

Service Standards

For clients who engage us for monthly reporting our service standard is to have these released within ten (10) working days of month end assuming we receive all information requested in a timely manner.

Before lodging any necessary documentation on your behalf, draft documentation will be forwarded to you for approval.

Notch Above shall endeavour to ensure that documentation is lodged with the relevant authorities by the due dates, provided all information and documentation is received by us 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, including the protection of and prevention against fraud as well as computer file backup.

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 is 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 our engagement. This is necessary to ensure the accuracy of the financial information compiled under our 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 is received in full of all outstanding fees. You agree 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 Institute of Public Accountants (IPA) we are subject to periodic quality assurance reviews. Unless otherwise advised by you, by engaging Notch Above, you are consenting to your files possibly being part of such a quality review.

Professional 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 IPA in public practice, we are subject to the ethical requirements of the IPA 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 IPA 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, as outlined in these terms and conditions of service, 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.

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

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.

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.

Website

The information contained in the Notch Above website is prepared for general information purposes only. All images, photographs and graphics are indicative 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 the website is considered to be correct at the time of publication.

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 life@notchabove.com.au.

Outsourced Services

Notch Above may at its discretion use other third parties to provide services 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.

We engage offshore contractors who work from the Philippines. Contractors have all signed non-disclosure agreements and are qualified in the accounting field with extensive Australian GST experience. Their involvement includes processing documentation and preparing reports.

Notch Above will take reasonable steps to ensure that the Australian Privacy Principles are complied with by the outsourced service provider.

Cloud Software

We use various cloud software which include those as outlined below.

Xero Accounting Software is software as a service with data stored in the cloud. This involves the storage of files on remote servers operated by third parties, which in Xero's case, involves the use of hosting providers in the United States of America. Notch Above will generally act as subscriber for files we set up. There is the ability for Clients to act as the Subscriber for Xero Business Edition subscriptions and to "invite" us into that subscription as an "invited user", rather than having us act as subscriber to that subscription. The subscriber to a Xero subscription has the ability to control access rights to a Xero subscription. Subscriber rights can be transferred at any time as you wish. Notch Above receives a commission on Xero software subscriptions.

Dropbox for Business is used for file storage. Data is synced to secure online servers. All files stored online by Dropbox are encrypted and kept in secure storage servers. Storage servers are located in data centres across the United States of America.

Receipt Bank is used for receipt and invoice collection. Data is stored on the Receipt Bank system details of which can be found in their [privacy policy](#).

Office365 is used predominantly for email. Data is stored in Microsoft data centres in Australia.

We may from time to time use other cloud software as well.

Dispute Resolution

If you have a dispute regarding our services you should in the first instance, contact the consultant assigned to you or the Head of Delivery of Notch Above.