**Benkorp Management Services Terms & Conditions**

**For Accounting System Set up**

**This service generally includes:**

* The set up & customization of the online accounting system including banking & payroll information
* Training – onsite or online
* Limited Support

**Period of Engagement**

The engagement for Accounting system begins with the agreement to provide the service and end with the completion of the service.

**Xero ongoing subscription**

Unless otherwise agreed, Benkorp will assume the role of the subscriber of the ongoing accounting software.

Benkorp will invoice the client monthly for the advertised price of the subscription fee. The client must pay the invoice amount to Benkorp within 14 days of the invoice date.

Upon request from the client, Benkorp will transfer the subscription of the accounting software. Benkorp will first request the payment of any amounts owing to Benkorp

**Disclosure of Benefits**

Benkorp may receive small benefits from selling or providing ongoing subscription for accounting software.

This small benefit enables Benkorp to provide occasional support and information for client free of charge

**Confidentiality & Privacy**

In conducting our engagements, information acquired by us in the course of the engagement, including any information relating to the client affairs whether it belongs to you or not or is provided by you or not, is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with the client express consent.

If required, we may collect Personal Information about you, the client representatives, the client clients and others when we provide services to you. If we do, you agree to work with us to assist in meeting the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

You are required to arrange for reasonable access by us to relevant individuals, documents and bank accounts, 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 the client particular circumstances. You or the client staff are responsible for the maintenance of the client internal controls and to store the relevant documentation for five (5) years.

**Involvement of Others**

Benkorp reserves the right to engage the services of an external accounting services to perform these services if required. This includes the use of outsourced services by suitably qualified staff working in other countries in a secure, controlled and professional environment for bookkeeping, accounting and administrative services. For some clients Benkorp engages the services of qualified bookkeepers/accountants based in Philippines. The Philippine accounting company is owned and controlled by an Australian chartered accounting firm. Acceptance of our services in conjunction with this engagement document indicates the client acceptance of the use of outsourced services if required. Where the outsourced service requires the disclosure of personal information, Benkorp take reasonable steps to ensure that the Australian Privacy Principles are complied with.

**Limitation of Liability**

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils’ website: http://www.professionalstandardscouncil.gov.au.

**Ownership of Documents**

All original documents obtained from you arising from the engagement shall remain the client property. However, we reserve the right to make a reasonable number of copies of the original documents for our records. Our engagement will result in the production of documents including, electronic documents or files, which will be supplied to the client. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of our firm, subject to any statutory obligations.