

Following are the General Terms and Conditions,

under which Benkorp provides services, including responsibilities, privacy and general compliance obligations,.

Where necessary special Ts&Cs, pertinent to an individual project or service, may also be included in the particular Agreement.

These terms and conditions enable the Benkorp team to maintain our values as well as ensure compliance with professional standards and applicable government regulations

Benkorp Responsibilities

- To provide suitably qualified people to complete tasks
- To commit to work through and resolve issues as they arise.
- Work efficiently and with timely results

Client Responsibilities

- All people involved to participate fully in the process
- Provide required information in a timely basis
- Provide one contact person for decisions & to discuss issues
- Unless otherwise agreed, use the forms provided by Benkorp to supply required information for transactions and reference data.
- To pay agreed fees within the terms

Training provided by Benkorp: is the detailed steps on how to complete a particular function in Xero and/or a related procedure. For example:

- How to invoice a customer
- How do we create all the reports to send to our Parish Council
- How do I set up Payroll
- How do I pay the bills

Note: it is expected that the user will practice the training in their ongoing use of Xero

Support provided for Benkorp Clients

Support is, a followup to training, reminding the user of where to get (or go back to) the basic information. The user is responsible for learning how to do what is required to perform the functions of the Xero system and related procedures.

- Email Support, with 1 business day reply guarantee
- Phone Support for urgent assistance only, 1 business day reply guarantee if the phone is not answered
- Frequently Asked Questions published and maintained on the Benkorp website
- Updates to church accounting general and compliance issues, through the "Church Accounting by Benkorp", Facebook Group. Membership is open to all church finance people on request.

Note: Support is not training

Fees Terms & Conditions

Fees for ongoing services will be invoiced monthly and are payable within 14 days.

Fees for set-up projects are payable in advance per invoice.

To cater for some variations additional fees maybe payable, and agreed in advance.

Hours quoted are ordinary business hours, Sydney NSW time, unless specifically varied

Annual Increase for ongoing service fees

Fees are subject to annual increases from 1st Jan or Jul each year by the corresponding increase in the Australian Bureau of Statistics Wage Price Index.

Additional Fees

Additional Fees are chargeable for services provided outside the scope of the agreement and for changes in staff, increases in staff, properties and bank/investment & credit card accounts.

Our ongoing bookkeeping & accounting agreements are generally fixed monthly fees for agreed services. Additional fees allow for some flexibility for increases in volume without the need to develop new agreements.



Fees for travel

Travel to clients outside 30 kms from Sydney CBD is charged unless otherwise agreed.

Travel has 3 components:

1. Per Kilometre Rate - currently based on the ATO's, <https://www.ato.gov.au/Business/Income-and-deductions-for-business/Deductions/Motor-vehicle-expenses/Claiming-motor-vehicle-expenses-as-a-sole-trader/Cents-per-kilometre-method/>. Air fares at cost.
2. Accommodation & Meals if required are based on the ATO's Reasonable Travel Allowance <http://law.ato.gov.au/atolaw/view.htm?docid=%22TXD%2FTD201811%2FNAT%2FATO%2F00001%22>
3. Hourly Rate for Travel = half the consulting charge rate

Period of Engagement

The start date of the engagement is to be agreed. We will not deal with earlier periods unless you have specifically agreed. Additional fees are chargeable for prior period work.

The engagement document will be effective for future years unless:

1. Benkorp issues an amended Agreement to you (and you agree to such amendments in writing). Such changes may be for example due to:
 - a. there seems to be a misunderstanding of the objectives/scope of the engagement;
 - b. any significant changes in the professional services to be provided
 - c. a significant change in the nature or size of the client's organisation;
 - d. any significant changes to professional standards, legal or regulatory requirements
2. either party wishes to terminate for any reason with 90 days written notice

Termination

Either party can terminate this agreement for any reason with 90 days written notice. Benkorp does not hold any original documents or hard copies of documents. At termination we will make available our files (usually via share online folder service called Dropbox) for transfer to Newtown Mission. At termination Benkorp can provide Training for new people and transfer of the Xero Subscription upon request.

Location of Service

Benkorp's services will primarily be provided offsite unless otherwise agreed.

Benkorp will provide its own superannuation & equipment and has Worker's Compensation for its employees & contractors as required

Confidentiality & Privacy

In conducting this engagement, information acquired by us in the course of the engagement, including any information relating to your 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, to third party firms (as disclosed in the *Involvement of Others* section below) or with your express consent.

Benkorp may collect Personal Information about you, your representatives, your 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 your particular circumstances. You or your staff are responsible for the maintenance of your 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 firm 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 your acceptance of the use of outsourced services if required. Where the outsourced service requires the disclosure of personal information, Benkorp shall take reasonable steps to ensure that the confidentiality obligations and/or Australian Privacy Principles outlined in the *Confidentiality & Privacy* section above are complied with by third party firms providing outsourcing services in connection with this engagement. Notwithstanding the engagement by Benkorp of third party firms to perform services under this engagement, Benkorp shall be responsible for delivery of services and its obligations under this engagement.

When setting-up a new Xero datafile which requires migrating data from an existing MYOB datafile compatible for Xero migration, Benkorp uses the services of a specialist service provider. We will use the Xero partner, *JetConvert* to migrate the data. (We have successfully used JetConvert for many migrations.) See the JetConvert website for more details: <https://jetconvert.com/faq-data-conversion/>

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 your 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. Ownership of these documents will vest in you and will be supplied to you upon request and upon termination of the engagement (as outlined in the *Termination* section above). All other documents produced by us in respect of this engagement will remain the property of our firm, subject to any statutory obligations.

Confirmation of Terms & agreement to the selected service

Acceptance of our services in conjunction with this letter indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change and you expressly agree to such change. Please complete the details below, sign and return asap to acknowledge your acceptance of this engagement.

Effective from July, 2018 Authorised by

Jeanette Korporaal MIPA
CEO and Managing Director,
Benkorp Management Services Pty Ltd