



How we Bill

We, like all service businesses, depend on our staff charging the time they spend completing work for our clients, and our clients paying the resulting invoices. Our invoices are generally time based. If a job takes us longer to complete through no fault of our own, then our invoice will increase accordingly.

The amount of the invoice will depend on the level of the staff member required to complete the job. A junior staff member has a lower charge-out rate than a partner. We will always attempt to utilise staff-members with lower charge-out rates where possible (think of it like a GP doing your stitches vs. a surgeon - both are capable, but one will have to charge you a higher amount for the same job). This is occasionally unavoidable however (e.g. where you require us to do a job within certain time frame, a lower level staff member may not be available).

In order to provide some cost certainty to various jobs, some of our services have a fixed cost. This cost covers the average time it takes us to complete this service, and is in line with industry standards. An example of this is our annual company secretarial fee (to maintain your company register and lodge standard documents with ASIC).

Where we incur direct expenses in performing our duties, we reserve the right to charge these out in addition to our normal fees, plus an admin charge. Examples of such expenses are:

- Return postage of bulky documentation;
- Company search fees;
- Land title search fees;
- Legal fees for obtaining documentation;
- 3rd party advice fees; and
- Actuarial certificates.

Postage

Where we are provided with bulky documentation by you, we have an obligation to ensure that it is returned to you (as under Tax Law, you are responsible for ensuring that you comply with the substantiation requirements etc). Where that includes us incurring extra costs (i.e. additional postage), you agree that we will on charge those costs.

If you don't want us to return your documentation (or want to arrange another method of collecting those), then you need to state this in writing at the time your job is provided to us.

When we Bill

Our most common invoice is for the completion of a tax return, and wherever possible we invoice you for this work only when it is completed. Where we are engaged to perform other tasks (e.g. interim financial statements for a bank), we will endeavor to invoice you for this work only upon its completion also.

We do reserve the right to invoice you at other times however. Examples of such times may be:

- Upon agreement with you (i.e. under one of our fixed-fee subscriptions);
- Where we have given you advice (i.e. over the telephone or via a direct consultation) and/or performed small jobs (i.e. completed a workcover declaration, payroll tax declaration, etc) during the course of a year and we feel it is unreasonable to hold this time as unbilled until you next complete a tax return;
- Where you no longer engage us as your tax agents and you have unbilled time;
- Where we are waiting on a response from you in relation to a job and we feel it is unreasonable to maintain the current level of time spent on the job as unbilled while we are waiting through no fault of our own; and
- Where you have a history of late payments.



Payment Terms

Our standard payment terms are 14 days. We reserve the right to charge interest at 7% on your overdue account.

If you are having trouble paying your bill, we encourage you to talk to us about this. We are happy to make a payment plan for you or help in any other way we can. If our invoice is left unpaid for a significant amount of time and we have had no satisfactory correspondence from you, we will refer your invoice to a debt collection agency and/or solicitor.

We reserve the right to add any and all reasonable fees and charges we incur in collecting your outstanding fees.

Authority to Deduct our fees from your Refund

All tax refunds will be deposited directly into our trust account, where we will automatically deduct our fees, and then forward any remaining balance to yourself.

This is outlined to you in our Standard Terms of Engagement, and again on the declaration you sign when we send you a completed tax form (e.g. tax return, BAS).

In many cases, we will bill all family members on one invoice, or all entities (companies, trusts, etc) on one invoice. This is done as a convenience to our clients who generally don't want to get one bill for each entity / person. This however can cause a problem with the authority to deduct our fees from the refund as sometimes the person or entity getting the bill, is not the one with the refund.

To work around this, part of our Standard Terms of Engagement and the declaration with the tax return is that you agree that your refund can be used to pay any outstanding invoices of your spouse, your children, and any entities that you control (either solely or jointly).

Direct Debit Request Facility

One way of paying for your fees is via our Direct Debit Request ("DDR") facility. This is a service whereby you authorise MCA to automatically deduct a nominated amount at nominated intervals (e.g. monthly, quarterly).

Should you choose to use our DDR Facility, you accept that there will be a \$30 (plus GST) processing fee for any payments that are rejected by the financial institution you have nominated on the DDR form.

You also acknowledge that MCA requires 28 days notice for any changes to the DDR service, and where a payment is due during the 28 days notice period, we cannot guarantee that it can be cancelled or changed (as our financial institution requires a certain notice period).

When using the DDR service to pre-pay MCA's fees, you acknowledge that fees paid during a financial year (July to June) will be offset against our invoice for completing that year's tax work (i.e. payments from July 2015 to June 2016 will be offset against your 2016 accounting bill).

Should you choose to not engage MCA to complete a particular year's accounting work (i.e. 2014 tax return using the above example), MCA agrees to refund all monies paid less any outstanding fees, less any unbilled work in progress, less a \$50 (plus GST) processing fee.

Personal Guarantee for Payment of Fees

Where we invoice a non-individual, part of the Standard Terms of Engagement and the declaration with the tax return is that the persons in control of the entity give a personal guarantee for the payment of that entities fees.

This means that should the entity not pay its fees, we are authorised to seek payment from the persons in control, and if necessary, pursue legal options against those individuals in control.



Ability to Withhold Lodgment until Fees are Paid

Where we believe it is necessary, we will also not lodge any tax forms until we are reasonably satisfied that we will be paid in full for our services.

This may vary from simply ensuring that you have a refund for us to deduct our fees from, or go as far as requiring that our fees are paid in full before lodgment.

It is not our policy to require payment upfront, however if a person or entity has a history of late payments, or we have other reasons to believe we may not be paid for our services, we may - at our discretion - require some or all of our fees paid in advance.

