



By engaging MCA Accountants Pty Ltd ("MCA"), you are bound (as is MCA) to the terms of the engagement as set out here unless these are expressly altered in writing by both parties.

## Contents

Contents.....	1
Purpose, Scope, and Output .....	1
Our Responsibilities .....	2
Confidentiality .....	2
Integrity .....	3
Your Rights and Responsibilities .....	3
Substantiation and Record Keeping .....	3
Tax Agent Services Regime .....	4
Conflict of Interest .....	4
Electronic Lodgment .....	4
Fees .....	4
Authority to Automatically Deduct Fees from all Tax Refunds .....	5
Direct Debit Request Facility .....	5
Third-Party Audits, Reviews, and Questionnaires.....	6
Required Work Under Law .....	6
Limitation of Liability .....	6
Ownership of Documents .....	6
Engagements of our Common Services .....	7
Income Tax Returns .....	7
Financial Statements .....	7
Fringe Benefits Returns .....	7
Activity Statements .....	8
Company Secretarial Services.....	8
Superannuation .....	9
Business Name Applications.....	11

## Purpose, Scope, and Output

MCA will provide the agreed professional services which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures will be limited exclusively for this purpose.

As a result, (unless it is specifically a part of the engagement) no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

Our professional services are conducted and the required reports and documents will be prepared for distribution to the relevant specific organisation or party for the purpose as agreed (normally you). We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

For the purpose of eliminating any doubt, we will not be held responsible should a financial institution (or any other party) rely on financial statements we have provided to you.



## Our Responsibilities

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### **Confidentiality**

In conducting this engagement, information acquired by us during the engagement 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 business partners (see below), or with your express consent.

We wish to advise that our firm's system of quality control has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of Chartered Accountants Australian and New Zealand ("CAANZ") which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

### **Software used by MCA**

To perform our duties efficiently, we use various items of software. Some of our software providers are "cloud" based, whereby the data is not stored in our office, but that the data centre of that provider.

Wherever possible, we ensure that the software providers that we use have the strictest confidentiality, security, and privacy protocols to ensure that your personal information cannot be disclosed to any other party.

By engaging MCA, you accept that MCA may store your data with any software provider that MCA sees fit.

### **Disclosure to Business Partners**

To ensure we provide the best service we can, on occasion we will disclose some of your information to our business partners. For example, we may disclose your taxable income and details of your life insurance policies to a financial planner so that we can ensure that you are receiving suitable insurance coverage.

You can request in writing that we do not share your information with our business partners.

### **Lawful Conduct**

We will act in your best interests, but like all citizens, we must comply with the law even when it may be contrary to your interests. For example, we must comply with certain statutory notices from the ATO which may require us to provide information or to make a payment of monies we are holding on your behalf, or we may have to decide that a potential tax claim is invalid due to lack of documentation, even if you inform us that the claim is valid.

### **Email Address used in Marketing**

MCA sends out educational / information material (such as newsletters, tips, etc) via email, and to ensure you are receiving the best service we can provide, we automatically add your email address onto our marketing database.

We segregate our database into numerous categories to ensure we send relevant information to relevant parties. Once such category is our educational / informational database where all our newsletters, tips, etc are sent.

As it is part of our job and role as your tax agent to keep you informed and educated, we highly advise you do not unsubscribe to these communications. If you do unsubscribe, you waive all rights of recourse against MCA for not advising you of various changes to laws and policies. We will not send unnecessary promotions to this database to minimise the chances of you wanting to unsubscribe.



If you do unsubscribe from any of our educational / informational databases, we reserve the right to add you back in at any time given the critical nature of the communications sent to this database.

Your email address (or other contact details) will not be sold or otherwise given to a third-party unless they are a business partner of MCA (see disclosure to business partners above).

## Integrity

We are required, not only as good citizens, but by our professional bodies and the ATO to always act in our professional duties with integrity.

In relation to compiling tax returns and our other services, we are required to ensure that these are done within the confines of the Law. While we act on your behalf and it is our job to ensure the best outcome for you is achieved, sometimes we cannot do what you request because it would be a breach of the law.

## Your Rights and Responsibilities

The taxation laws confer on you certain rights (such as to challenge a decision of, or an assessment issued by, the ATO) but also certain obligations (such as the keeping and retaining of adequate and accurate records and filing of returns with the ATO). We will endeavour to keep you informed of specific rights and obligations under the taxation laws, primarily via our brochures, newsletters, and our website.

By accepting to complete the services requested, MCA expects that its clients will:

- Keep MCA updated on their personal details (such as email address, phone number, physical and postal address, etc);
- Maintain their records appropriately so MCA can rely on the documentation and information provided to it, and can be provided with documentation upon request;
- Not withhold information relevant to the services being provided (e.g. will not withhold information about a property sale if we are completing a tax return);
- Read all documents, emails, brochures, letters, reports, etc forwarded to them by MCA;
- Respond to all MCA requests in a timely manner;
- Raise any issues that may occur with MCA immediately so that they can be resolved as soon as possible;
- Agree to pay all invoices as they become due, and accept our Invoicing and Debtors Policy;
- Understand that MCA processes its work on a first-in-first-out basis where possible, and as such a job may not be started for a period (potentially 6 weeks or higher depending on the demand for our services at any one time) after receipt by MCA; and
- Accept that MCA will not accept responsibility for any penalties and/or interest resulting from the late submission of any form, document, etc where MCA has acted reasonably when compared to industry standards.

## Substantiation and Record Keeping

It is your responsibility to keep records pertaining to your affairs, including (but not limited to) details of income, details of personal receipts (that are not income), and details of expenses / tax deductions.

Original receipts must generally be kept for a minimum of 5 years (10 for self-managed superannuation funds) from the date your return is lodged.

In the event of an audit, failure to have sufficient documentation to satisfy the ATO may result in back-paid tax, penalties, interest, and possible prosecution action.



MCA accepts no responsibility for the storage or safekeeping of your documentation.

## Tax Agent Services Regime

There are provisions in the Taxation Administration Act 1953 ("TAA") that provide you (as of 1 March 2010) with "safe harbours" from administrative penalties for incorrect or late lodgment of returns if, among other things, you give us "all relevant taxation information" in a timely manner.

You must provide all information and documents relevant to the proper performance of your work from the start of this engagement, and during the engagement. This includes promptly advising us of anything that occurs subsequently to render any previous information incorrect, misleading, or incomplete.

Any failure by you to provide all such information and documentation, reply to our requests for information, or to advise us of any changes in circumstances may affect your ability to access the safe harbour provisions.

## Conflict of Interest

If during the engagement you become aware of any conflict of interest or potential conflict of interest, you must advise us.

Events which may give rise to a conflict of interest may include events effecting you such as deaths, matrimonial disputes, litigation, or changes of business structures and/or relationships.

## Electronic Lodgment

The ATO is authorised by the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953 to ask for information in this form. The ATO need this information to help administer the taxation laws.

The ATO may give this information to other government agencies authorised by law to receive it - for example, benefit payment agencies such as Centrelink, the Department of Education, Employment and Workplace Relations and the Department of Families, Housing, Community Services and Indigenous Affairs; law enforcement agencies such as state and federal police; and other agencies such as the Child Support Agency, the Australian Bureau of Statistics and the Reserve Bank of Australia. The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this tax return to maintain the integrity of the register.

The ATO may also be required to withhold any tax refund to settle other Government debts (e.g. child support, FBT).

You do not have to quote your TFN. However, you cannot lodge your income tax form electronically if you do not quote your TFN.

We lodge all documents where possible by electronic means. In order to do this, we need your permission to lodge your tax form on your behalf. By using our services you agree to allow MCA to lodge your tax form by electronic means. This is also outlined on the client declaration you sign with your tax forms.

## Fees

Many of our fees are based on the amount of time and the level of staff required to complete the services requested. While our hourly rates differ between different staff members, a guide to our hourly rates (excluding GST) are:

- Firm Partners: \$275 per hour
- Advanced Staff: \$175 per hour
- Intermediate Staff: \$150 per hour



- Qualified Staff: \$125 per hour
- Junior Staff: \$75 per hour

Further details on our fees and related policies can be found in our [Invoicing and Debtors Policy](#).

Where there are outstanding fees that are 31 days or more overdue and a suitable arrangement to pay has not been agreed upon, we reserve the right to cease performing any further work until our fees have been settled.

## **Authority to Automatically Deduct Fees from all Tax Refunds**

It is our policy that refunds resulting from the lodgment of tax forms will be deposited into our trust account (ANZ Bank - BSB: 013400; Acct 414641334), and all outstanding fees will be deducted from your refund, with any balance being forwarded.

In many cases, one invoice will cover several individuals and/or entities. As this may result in the individual or entity being invoiced not being the entity with the refund, we shall also deduct any outstanding fees of related persons and/or entities from your refund.

Basically, where one member of a group has a refund, and another member of the group is issued the invoice (but essentially all are under common control), we will use the refund of one member to pay the invoice(s) of another member.

If you have an objection to this occurring to your refund, you need to contact us before you sign the relevant declaration (and thereby authorising us to undertake the above procedure).

There are circumstances where the ATO will either not pay an expected refund (e.g. if you have other Government debts), or will only pay refunds to your bank account (e.g. Activity Statements) - your liability to pay our invoices and fees continues and you will be required to make payment within our standard terms.

## **Payment of the "Balance" of your refund**

The forwarding of all refunds (less fees) will be done by direct credit. Should a cheque be required, a \$10 (plus GST) processing fee will be charged and automatically deducted from the refund.

To facilitate EFT payments, we require your bank account details. We will only pay refunds to either:

- The bank account listed on your "MCA Accountants Client Declaration"; or failing bank account details being provided there
- The bank account on file from the last time MCA was advised of your bank details.

It is your responsibility to ensure we have the correct bank account details on file. If your bank account details are incorrect and results in the payment being returned or rejected, MCA will charge a \$30 (plus GST) processing fee, which will be deducted from your refund payment.

## **Direct Debit Request Facility**

MCA provides a Direct Debit Request ("DDR") payment option whereby you authorise MCA to automatically deduct a nominated amount at nominated intervals (e.g. monthly, quarterly).

The specific terms relating to the DDR facility are contained in the DDR Service Agreement that accompanies the DDR form.

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 2013 to June 2014 will be offset against your 2014 accounting bill).



Should you choose to not engage MCA to complete a 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.

When using the DDR service to pay outstanding fees, if any payments are rejected / returned, MCA will immediately refer the entire outstanding balance to its debt collection agency and/or solicitor, and you will be liable for all costs incurred in this process.

## Third-Party Audits, Reviews, and Questionnaires

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The ATO (as an example) conduct both random and targeted audits to maintain the integrity of the tax system. As your tax agent, we are often the first contact for the ATO where they are conducting an audit or review.

Often the initial contact takes time to ascertain exactly what type of audit or review the ATO are conducting, what information they require, the time frame of the audit or review, and various other aspects.

By appointing MCA as your tax agent, you are authorising MCA to automatically handle this initial ATO contact and you agree to pay any fees levied by MCA for its time involved.

Once details of this initial ATO contact has been ascertained, you will be contacted with the details of the audit or review, and at that stage you can request or decline further assistance with the audit or review.

There are other entities (particularly Government entities) that this would apply to, such as ASIC, Workcover, State Governments for Payroll Tax, and numerous others.

## Required Work Under Law

During some audits or reviews, the ATO (or other entity) may require or compel MCA to hand over documentation, or do work in association with the audit or review.

For MCA to not comply in these cases would be a breach of the Law. By engaging MCA as your tax agent, you accept that this is the case and agree to take no action against MCA for simply complying with the relevant Laws associated with the audit or review.

You also agree that MCA can charge you for any time that it is required to spend in assisting the ATO (or other entity) during the audit or review.

## Limitation of Liability

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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.psc.gov.au>.

## Ownership of Documents

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All original documents obtained from the client arising from the engagement shall remain the property of the client. 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 various documents, forms, and reports. Ownership of these documents will vest in you. All other documents (such as our working papers) produced by us in respect of this engagement will remain the property of MCA.

MCA has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. MCA has also established dispute resolution processes.



## Engagements of our Common Services

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We shall now briefly outline the basis of our engagement in the context of the specific services to be provided.

### Income Tax Returns

In preparing your income tax returns, we will rely on the information provided to us. In general, we will assume that we have been given all the relevant information by you and prepare your return based on this information. During the preparation of your return, we may become aware (or suspect) that we do not have all relevant information, and at such time we will make all reasonable enquiries into that information to compile your tax return.

While preparing an individual tax return, we will check the ATO's "pre-filing report" that discloses information that the Tax Office have relating to your tax file number. If an item appears on this report that MCA believes should be included in your tax return, we will include it.

While we may make copies of your documentation, or hold some of your documentation in our files for a period, you are aware that you and you only are responsible for maintaining records for the prescribed period under Tax Law. As such, we suggest that you do not forward original documentation to us unless specifically requested (i.e. send us copies wherever possible).

Upon signing the declarations included with your tax return, you are acknowledging that you have read the tax returns provided, and accept that they are a true and complete record of your taxable income.

### Financial Statements

When a business engages MCA to complete its tax return, MCA will also prepare a set of financial statements where necessary (at the discretion of MCA), or at the specific request of the client.

As a general guide, where a business maintains a set of accounts (e.g. in MYOB or via a cash book), MCA will prepare a set of financial accounts of the business. Where a business does not have an accounting system in place, the size of the job, and the type of information will largely determine whether MCA prepares financial accounts.

Financial statements prepared with a tax return will be prepared using the Tax Law rather than Accounting Standards as the prevailing influence in the classification of transactions. If a different method of compiling the financial statements is required, the client should notify MCA prior to the commencement of the job.

Where a business requests interim financial statements, the client understands that these accounts will also be prepared based on Tax Law over Accounting Standards unless we are specifically asked otherwise.

In addition, the client understands that the fees for interim financial statements will be billed at their completion, and are most likely to have no impact on the fees relating to the tax return (i.e. doing an interim set of accounts is not likely to reduce your end of year fees). This is because interim accounts generally do not decrease the time required to create end of year accounts.

### Fringe Benefits Returns

It is generally not possible to determine whether a FBT return is required from the information normally provided to us, therefore we shall not prepare a FBT return unless given specific instructions to do so. It is necessary to revert to the source documentation to allow MCA to analyse the FBT implications of any transaction, as this cannot be done from the general ledger.



## Activity Statements

We can be engaged to complete activity statements (BAS, IAS) in one of three ways:

- 1 **Lodgment Only:** Where we lodge your activity statement through our electronic lodgment channels based on the figures provided by yourself with no added work or review provided by MCA;
- 2 **Review and Lodge:** Where we review your completed activity statement and lodge through our electronic lodgment channels; or
- 3 **Prepare and Lodge:** Where we compile your activity statement from your accounting records or raw information and lodge through our electronic lodgment channels.

If we are engaged to only lodge a completed Activity Statement, we accept no responsibility for the accuracy of the form, but reserve the right to make any enquiries we feel are necessary into the details of the form (e.g. we may ask you to prove your total sales figure to us prior to lodgement).

During a review, we will check that the figures provided are reasonably accurate based on the information provided. We do not conduct a detailed review or audit unless expressly requested.

If we are compiling your Activity Statement from information provided to use, we will not undertake a review or audit of the information unless specifically requested. We will rely on the information provided to us, and where reasonable assume that the information provided is complete and accurate.

## Company Secretarial Services

When you bring your company across to MCA, unless you expressly request otherwise, we will assume that you wish for MCA to maintain your corporate register while you are our client.

We offer differing levels of service, based on the expected activity of the company over the year.

The services we can provide include:

- The review of the Company Annual Return with the Australian Securities and Investments Commission (ASIC) and creation of any associated minutes of meetings and declarations required;
- Acting as the registered office of your company; and
- Storage of your corporate register (in either paper or electronic format).
- Forms and documents relating to the registration or deregistration of a company;
- Forms and documents relating to a company or business sale;
- Minutes of meetings for any Shareholders or Directors meetings (other than specifically included above); or
- Corrections to previously lodged documents.

We are notified by ASIC of when the Annual Return is due each year, and we will automatically complete this with the details we have. If any details have changed during the year, the form needs to be corrected and returned to our office so the correct details can be lodged.

Outside of the Annual Return, there are no instances where we can "automatically" create minutes or forms on your behalf - we need to be notified in writing of any company changes, or of any specific minutes you require us to complete.

The details on forms lodged with ASIC need to be spot on, or else a correction must be lodged. By signing the form, you are acknowledging that all details on the form are correct, including spelling, date of births, and so on. If we must lodge a correction to a document, we will bill this as a separate item.



## **Superannuation**

Self-Managed Superannuation Funds (SMSF's) are required by Law to prepare accounts to a certain format, lodge a tax return, create and retain minutes and other documentation, and be audited each year.

### **Fixed Fee SMSF Subscription**

MCA can provide these services via a monthly fixed fee subscription. Full details and terms of this service are available on our "Fixed Fee SMSF" brochure, but in short we will not only act as the accountant and auditor of your SMSF, but as the administrator.

We will process your fund monthly and automatically complete all required documentation where possible (such as minutes of meetings, applications for pensions, etc) or make further enquiries.

### **Non-Fixed Fee Services**

If you choose not to utilise one of our fixed fee subscriptions, we will not automatically complete documentation for you and you will accept full responsibility for the completion of required documentation, particularly in relation to the audit requirements.

MCA, at your request, can assist you in completing all requirements as detailed below.

### **Annual Accounts**

Due to the complexities of SMSF's, normal accounting software is incapable of correctly dealing with the transactions of an SMSF, and as such we need to enter each transaction into specialised accounting software.

This is the case even if you maintain the SMSF's accounts in accounting software (such as MYOB). You cannot opt-out of this and request MCA does your SMSF accounts another way.

### **Documentation / Minutes of Meetings**

By Law, your SMSF must keep written records of its decisions for 10 years. While MCA cannot minute every discussion you have in private, we can create documentation based on what we see in the accounts.

After completing your accounts, we will forward you a list of the documents that your SMSF requires to comply with the Law and pass its audit. This generally includes items such as applications for memberships, request for withdrawals, commutation of pensions, and various other documentation.

We will also outline which of these documents we can complete on your behalf based solely on the information provided to us (e.g. we are not providing legal or financial advice in relation to these documents), and the cost associated with this (many of these are legal documents that we pay for).

You can view the prices for these documents at any time on our "SMSF Price List" brochure also.

You are of course able to source and complete these requirements yourself.

### **Asset Revaluations**

Assets must be recorded in the accounts at market value - which generally means you need to obtain a valuation for your assets on a regular basis. For many investments, we can do this from publicly available information (such as listed shares) as part of our accounts preparation process.

For other assets, we will require you to obtain valuations. When this is required, we will notify you.



## Residential & (Some) Commercial Property

Through an arrangement with RP Property Data, we can obtain cost effective valuations for residential and commercial property. While they have "full" valuations available, we can obtain the following 2 cheaper alternatives:

- An "AutoVal" report which compares your property to recent sales in the area to estimate a value; and
- A "desktop" valuation where a valuer estimates the value from his desk based on publicly available information and a phone call.

The fees for these are available on our "SMSF Price List" brochure.

## SMSF's with Pensions

SMSF's with pensions are required to obtain an actuarial certificate each year which calculates what percentage of your SMSF is tax-free. We note that regardless of how many pensions your SMSF has, you only need 1 actuarial certificate.

Obtaining an actuarial certificate incurs an extra cost because it needs to be performed by a registered actuary, and they charge us for the certificate. This is not optional.

Where your SMSF has pensions and requires an actuarial certificate, we will automatically obtain one unless requested otherwise. By not requesting otherwise, you are agreeing to accept our fee for obtaining the actuarial certificate (the fee is available in our "SMSF Price List" brochure).

in addition to the actuarial certificate, SMSF's with pensions also have additional requirements under Law, such as having minimum pension payment requirements, additional schedules on the tax return, payment summaries (group certificates), and others.

MCA, unless expressly requested otherwise, will automatically perform these extra duties in relation to your pension.

The cost of this will be based on the time taken to perform the work.

## Annual Audit

Should you engage us to complete your Self-Managed Superannuation Fund tax return, we will also conduct the mandatory annual audit unless we are notified differently.

Our professional bodies (and the ATO) require that our auditors be independent of the client and of the work done in compiling the financial statements and tax returns, therefore your auditor can not assist in the preparation of the accounts or give you advice through the year.

This may result in your auditor asking questions and requesting information on details that you had previously informed the staff member working on your financials and tax return. While we will endeavour to not double up on work where possible, unfortunately this is occasionally an unavoidable scenario.

The auditor is also required to review the investment strategy of the fund for compliance with the relevant Law. This is not a review as to whether the strategy is suitable to the needs of the members (i.e. it is not financial advice), but simply a review to ensure that the format and general contents are sufficiently detailed for the purposes of complying with the Law. If you wish for a full review of your investment strategy and/or financial advice, you need to contact us and we will refer you to a financial planner.

Our audit fees are based on the time taken by our staff, and is not a fixed fee.

Due to the requirements of Superannuation Law, you will be provided with an engagement letter with greater detail on your SMSF audit which is required to be signed before we can commence the audit.



Should the audit discover one or more events that (by Law) must be reported to the ATO, we will automatically complete and lodge the required contravention report. As it is a requirement by Law, it is not optional.

The cost of the preparing and lodging the contravention report is to be borne by your SMSF, with the price detailed on our "SMSF Price List" brochure.

## **Tax Return**

Once the financials have been audited, we will automatically complete the tax return unless we specifically requested otherwise.

The cost of a standard SMSF tax return is detailed on our "SMSF Price List" brochure.

## **SMSF Deed Review**

In performing our duties (in particular the audit), we must review the superannuation deed to ensure that you are acting within the confines of your deed.

As Superannuation Law changes, we often find that the deed prevents you from doing something that is now legal.

For example, SMSF's were allowed to borrow by Law in 2008, but many deeds created before that date state "the superannuation fund is not allowed to borrow". Changes in Law do not override the deed, so when you borrow "because the Law now says I can", you are breaching the terms of your deed which is reportable to the ATO.

Unless notified otherwise, we will automatically review your deed when necessary (e.g. upon Law changes) at our standard hourly rates and notify you if there are any conflicts between the Law and your deed.

## **Legal or Financial Advice**

None of the above is to be read as including either legal or financial advice and we will not automatically complete any items that fall under these categories.

An example of an item that we cannot automatically perform in full would be the preparation of a "declaration of trust". A declaration of trust is a document that states that person A holds property on behalf of (in trust for) person B.

In the context of a superannuation fund, it is the Trustee(s) holding assets on behalf of the superannuation fund. MCA is not able to fill these out for you, but we will provide a sample free of charge when one is required to be completed.

Another example would be the preparation of an investment strategy. We can provide a template, and can even fill it out with currently known information, but cannot advise you as to whether the investments are suitable for you.

## **Business Name Applications**

By requesting MCA to apply for, register, or renew a business name, you agree to the following:

- MCA is authorised to act on your behalf in relation to matters concerning your business name;
- MCA is authorised to deal with the Australian Securities and Investment Commission (ASIC) electronically via their "ASIC Connect" portal, and your business name will continue to be managed under MCA's ASIC Connect account until you choose to transfer this to your own ASIC Connect account;



- During the registration process, and for any renewals handled by MCA, MCA will be required to pay for the business name on your behalf. You agree to MCA billing you (and you paying) this amount, plus a fee for processing the registration on your behalf. The total fee can be found on our price list;
- MCA does not check any other register (such as trade marks) to ensure you are legally allowed to use the name provided to MCA, and MCA accepts no responsibility for any action that may be placed on you for using the name provided to MCA;
- MCA will not apply for any other licenses, permits, or other items that may be required by you to operate your business;
- MCA will by default register your business name for 3 years, and if the holder is a company, attempt to align the end date with the annual review date of your company. If either of these are not wanted, you need to contact MCA before the registration is processed; and
- You are not disqualified from managing corporations under Section 206B(1) of the Corporations Act 2001, and have not within the last 5 years been convicted of or released from prison after being convicted of any criminal offence referred to in Section 32(1)(c) or (d) of the Business Name Registration Act 2011.

