



**NON PROFIT
SPECIALISTS**

TERMS OF SERVICE AGREEMENT

CHARITY SPECIALISTS TRUST

T/A NON PROFIT SPECIALISTS

ABN: 46 184 711 460

Suite 33, Level 17 Chifley Tower,

2 Chifley Square, Sydney NSW 2000

finance@nonprofitspecialists.com.au



Engagement Letter

Dear Client,

Thank you for requesting that our office provide you with services.

This letter, together with the Quotation (**Quote**), the details of the Proposed Services (**Proposal**) and the attached Terms of Service Agreement (**Terms**) (collectively, the **Engagement Letter**), sets out the terms of our offer to provide services to you and constitutes our Terms of Service Agreement (Agreement) and disclosure. The methods by which you may accept the Proposal, Quote and this Agreement are set out in clause 1 of the Terms.

Scope of Work

The scope of work and services we will provide to you is described in the Quote and Proposal. This quotation and proposal have been prepared for you, based on the information and purpose you relayed to us in your consultation with us.

Professional fees

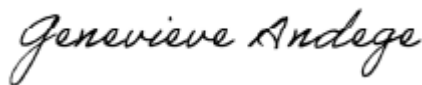
The professional fees that we will charge are the fixed fees set out in the Quote and Proposal and appear on your invoice. The fees are for the services specified in the Quote and Proposal.

Additional Services

If you request or require additional services beyond the scope of work set out in the Quotation and Proposal, we may provide you with a fixed-fee quote for providing those additional services which, if accepted by you, will be incorporated into and form part of this Terms of Service Agreement. Any additional services will require another Proposed Services (Proposal) and an additional Quotation (Quote).

Please let me know if you have any questions.

Yours sincerely,



Genevieve Andege

Founder and Principal

TERMS OF SERVICE AGREEMENT (Terms)

1. Acceptance

You may accept the Quotation and this Agreement for our services by any means, including the following:

- a) accepting the electronic proposal to which this Quotation and invoice are attached;
- b) continuing to instruct us after receiving this Agreement; or
- c) By paying your invoice for our quoted services.

Upon acceptance, you agree to be bound by the Terms of Service Agreement with effect from the date you first consulted us.

2. Additional Services

If you request or require additional services beyond the scope of work set out in the initial Quotation and Proposal, we may provide you with a fixed-fee quote for providing those additional services, which, if accepted by you, will be incorporated into and form part of this Terms of Service Agreement. Alternatively, we may elect to charge you at an hourly rate. We will inform you of which basis for charging will apply.

3. Billing process

We require upfront payment of the amounts set out in the Quotation or Invoice before we commence work. Upon completion of the work, we will provide you with a tax invoice for the services provided. In the event that, for whatever reason, we are unable to complete the work, then you agree to pay us an amount which, in our opinion, represents a fair payment for the work undertaken.

4. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

5. Timing and delays

5.1 **Delivery time:** The Proposal, Additional Services and/or Scope for each line item will specify a time for delivery of our services. Unless expressly stated otherwise, the delivery time is an estimate only and is subject to change depending on your availability for calls, your registration manager's workload and any complexities that arise during your matter.

- 5.2 **Delays by you:** Once you have completed the payment of a Proposal or Quote, we will endeavour to contact you to gather the details we require to complete the relevant scope of work described in the Proposal and quotation. Unless expressly specified otherwise in a Proposal or Additional Services, the Scope for any line items assumes that the Scope will be completed within a period of either :
- a) **14 business days** for a quotation that is for our “**Essential Services Package**” and is an Essential Services Quotation that has been provided to you, or;
 - b) **60 calendar days** if the quotation and package that has been provided to you is our “Full Service Package”, or any “package” and quotation that is not our “Essential Services” package.

After your acceptance of the relevant Proposal or Quoted Services (**Delivery Window**), we require you to be reasonably responsive and to provide any information we require in order to complete the Scope during the **Delivery Window**, also referred to as the ‘**Service Window**’ or ‘**Service Delivery Window**’.

- 5.3 In the event that we cannot complete the Scope within the Delivery Window due to delays caused by you (for example, where we are unable to contact you or unable to receive information from you), you agree that the Scope is complete within 60 days of the invoice being issued.
- 5.4 We cannot guarantee the speed at which the ACNC and ATO wish to review and/or process applications, and you understand that we have no control over their staffing and resources, or any investigations they conduct (that they have the power to conduct) on any applications as they see fit.

6. Government Processing Times and Delivery of Services

You understand that time frames to complete the services that may have been expressed to or provided to you during your free consultation with us, or quotation sent to you by our office are estimates only. We strive to keep up to date with any apparent administrative delays or registration backlogs within the Australian Securities and Investments Commission (ASIC), the Australian Taxation Office (ATO) and/or the Australian Charities and Not for Profits Commission (ACNC), and will give a general time frame based on information available to our office. We cannot guarantee the speed in which the ACNC and ATO wish to review, and/or process applications, and you understand that we have no control over their staffing and resources.

7. Acknowledgements

You acknowledge and agree that:

- a) Except as expressly agreed, Non Profit Specialists will not take any steps to verify the accuracy of any information, materials or documents you provide to us.
- b) We are relying on you to be honest and forthright when providing information and instructions to us.
- c) If you work with us through a translator, we will not be responsible for any inaccurate guidance or instructions as a result of mistranslation.
- d) We are not required to inform you of changes to the law relevant to work we have provided you with after such work has been provided;
- e) While we will use reasonable endeavours to perform your administrative services as promptly as possible, we cannot guarantee delivery by any particular timeframe and any time estimate provided by us in correspondence should not be relied upon or treated as a definitive deadline;
- f) Documents, materials or guidance that we provide to you in connection with registration are specifically provided and/or prepared for your use in relation to your registration or matter, and must not be relied upon or used by you in relation to any other matter or transaction, or relied upon or used by any other person or entity;
- g) Whilst we may discuss commercial or non-legal matters with you from time to time, for example in the context of seeking to better understand your business, any comments made by us in relation to such matters should not be taken as expert advice to be relied on; and
- h) Guidance, suggestions or conclusions we provide as part of our services may be subject to facts, our professional experience, insight, or assumptions. You agree to check such facts and assumptions are correct;
- i) Any obligation imposed on you by statute, contract, law or in equity to perform an act or deliver a notice by a particular date remains your obligation and we will not be liable for any failure for such an obligation to be performed. Unless otherwise agreed, we will not be responsible for notifying you of the imminent expiry of your ability to perform such an obligation or any limitation or time period;
- j) We are not responsible to you or any third party for any loss incurred in connection with changes made to a document or recommendations that we provide to you, unless we have specifically approved those changes;

- k) Any person you directly or indirectly allow to give instructions to us, is your agent who is authorised to give instructions on your behalf. You waive any conflict of interest that may arise by us acting in accordance with the instructions of your agent.
- l) You agree and understand that Charity Specialists Trust T/A Non Profit Specialists, and its Trustee, Principal, Staff, employees, and consultants are not Tax Agents, and that they do not offer or give any taxation, accounting or financial advice. The information we relay to you is information that we have sourced that is publicly available information available on the Australian Taxation Office (ATO), Australian Securities and Investments Commission (ASIC) and the Australian Charities and Not-for-Profit Commission websites.
- m) Should you receive a quote, agree to our services at a discounted rate and then fail to provide our office with your data capture form within six months from the commencement date (the date we commence our services), we reserve the right to increase our fees to you and relinquish the original discount offered, and you agree to be charged the full rate with no discount which was specified in your quotation.
- n) You understand that while Non Profit Specialists are ASIC Registered Agents, we are not acting as your ASIC registered agents, nor do we take any responsibility for the administration, governance, or your company's obligations under the Corporations Act (2001) Cth.
- o) If we do agree to act as your Registered Agents, Non Profit Specialists will provide you with a Registered Agent Agreement that will be duly signed by both parties.
- p) You understand that Non Profit Specialists will not provide services or work to a client through a third party or intermediary, including professional services firms. Should any third party interfere with the services we provide or demand to be a "go between", we reserve the right to rescind the engagement and revoke services.
- q) You will not record or list any of the Non Profit Specialists staff, principal, consultants, contractors, or its Trustees in your ASIC portal where you manage your Company, nor on records with the ATO, ABR, ACNC, and other State and Federal Regulatory Departments.
- r) You will not name Non Profit Specialists Staff, its principal, trustee, employees, contractors or associates as being a person or persons who are in any way associated with the management, control or compliance obligations for your entity.
- s) Should you require any specific clauses in your governing documents, including company constitutions, you are required to relay these requests to our office in writing within 48 hours of your registration commencement. We will not be held responsible for any omissions or undisclosed provisions you fail to provide us, and documentation is not

guaranteed to bespoke in nature unless previously agreed or stated in your quotation and invoice.

8. Obligations

Your Obligations and Responsibilities:

- 8.1 It is your responsibility to choose your legal structure and to understand the responsibilities and liabilities that come with each. Please read more information on Legal Structures on our website.
- 8.2 If you or your entity wishes or intends to give persons financial advice or any professional advice as part of its projects, operations or goals, you are responsible for acquiring any such professional license (such as a Financial Services License) that you are required by law to hold in order to give such advice. We will not be responsible for a registration refusal or bank account refusal should you not hold such licenses to give advice, including but not limited to financial advice.
- 8.3 It is your responsibility to always comply with all Australian state and federal laws, including but not limited to the Corporations Act (2001) Cth., The Crimes Act 1914 (Cth.), the Charities Act (2013) Cth., the ACNC Governance Standards, and the ACNC External Conduct Standards.

9. Phone consultations

If phone consultations are included in a Proposal or Additional Services, the Registration Director, Manager, Associate or leader who is your main point of contact, will provide you with a link to our call booking system. Our staff may not be able to accept phone calls that are not booked through our consultation booking system, available to you through your Registration leaders email signature and booking link.

10. Warranties

- 10.1 You have the necessary power and authority to enter into this agreement and instruct us on behalf of any company, partnership, trust or other entity you claim to represent, and the execution of this agreement has been properly authorised by such entity;
- 10.2 You are over the age of 18 years of age (if you are not, we may, in our discretion, require a parent or guardian to accept our Quotation and this Agreement);
- 10.3 You will:
 - a) Provide us with timely, accurate and proper instructions;
 - b) Provide us with all information, documents and other records relevant to the services we are providing to you; and
 - c) Cooperate with us and comply with our reasonable requests that are reasonably necessary to enable us to perform our obligations under this agreement.
- 10.4 The information you provide to us is true, correct and complete. Your provision of any information or materials to us and our use of such information or materials will NOT infringe any third party's intellectual property or other rights; and
- 10.5 You have obtained, or will obtain at your cost, all rights, titles, licenses, authorisations, consents and other approvals necessary for us to provide you with services under this Agreement.

11. Character of the Firm

- 11.1 Charity Specialists Trust T/A Non Profit Specialists ABN 46 184 711 460 is a professional services firm, and is not a law firm, nor is it allowed to dispense legal advice under Australian law. We retain the services of external legal teams and Counsel who we retain to draft legal documentation for clients and prepare registration applications if and when required. We may retain Solicitors or Counsel to answer any queries you have made to us, and we may seek advice from Solicitors and Counsel as part of our general service to you, which is generally included in the fees we have quoted you unless expressly stated. Should you wish to speak to a qualified lawyer and receive personal and direct legal advice, please contact our team and be put in touch with a qualified Solicitor or Counsel. Fees for direct legal advice may apply.
- 11.2 Charity Specialists Trust T/A Non Profit Specialists, and its Trustee, Principal, Staff, employees, and consultants are not Tax Agents, and do not offer or give any taxation, accounting or financial advice. The information we relay to you is information that we have sourced that is publicly available information on the Australian Taxation Office (ATO) website and the Australian Charities and Not-for-Profit Commission websites.

12. Payment provider

- 12.1 Unless we inform you otherwise, if you elect to pay by credit card, then a third-party payment provider (the **Payment Provider**) will be used to collect your credit card details and charge your credit card. The processing of payments by the Payment Provider will be, in addition to this Terms of Service Agreement, subject to the terms, conditions and privacy policies of the Payment Provider, and we are not liable for the security or performance of the Payment Provider. Our current Payment Provider is Stripe (<https://stripe.com/>). We reserve the right to correct or instruct our Payment Provider to correct any errors or mistakes in collecting your payment.

13. Scam practices

- 13.1 We are aware of some scam practices involving false billing details. Please note that our bank details will never change. If you receive any correspondence announcing a change in our bank details, please contact us and verify the bank details with us before you pay. Please be aware that we are not responsible to you or any third party for any loss incurred in connection with your failure to verify false bank details.
- 13.2 Should you not verify our account details prior to payment, you agree you are solely responsible for any loss.

14. Authority to Act

- 14.1 You agree to sign an Authority to Act so that Non Profit Specialists can act on your behalf throughout the not-for-profit or charity registration process with any or all government departments and regulatory authorities such as the Australian Securities and Investments Commission (ASIC), your State Office of Fair Trading (OTF) or relevant state department that registers Incorporated Associations, and or the Australian Charities and Not-for-Profit Commission and Australian Taxation Office as applicable.
- 14.2 You give express consent and permission for the Principal, Trustee/s, staff, consultants, employees and or associates of the Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460 to draft, file and lodge your non profit and or charity Constitution or Deed with the Australian Securities and Investment Commission (ASIC), or the Australian Business Register (ABR) as applicable.
- 14.3 You give express consent and permission for the Principal, Trustee/s, staff, consultants, employees and or associates of the Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460 to prepare, and after giving your express consent following review and approval, file and submit your Charity registration application with the Australian Charities and Not for Profits Commission (ACNC).

- 14.4 You agree that Charity Specialists Trust T/A Non Profit Specialists is not acting as, or representing themselves as your or anyone or any entity's tax agent or an accounting firm, and we are not providing taxation services or advice, nor are we providing or performing any accounting services or charging fees for such. Our filing services are secretarial and administrative in nature.

15. Indemnity

- 15.1 By your entry into this Agreement for the provision of services by us you agree to **indemnify and hold harmless** the Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460, its Principal, Trustee/s, employees, board, consultants, staff, representatives, retained solicitors, retained counsel and associates from and against any and all wrongdoing of your Not-for-Profit or charitable entity, and any wrongdoing by any or all of its Directors, Members, Trustees, staff, executives, consultants or associates, and any person who performs tasks or duties for the entity including but not limited to its operations, financial management, accounting, bookkeeping, record keeping, compliance and administration.
- 15.2 Should you or your charity directors, trustees, members, or responsible persons provide inaccurate or inconsistent information to the ACNC as you and your members take full responsibility for your comments and responses to the ACNC and understand that providing conflicting or inconsistent information can result in your charity registration being refused and or revoked.
- 15.3 You agree to take full responsibility for the content on your charity social media pages, website, and charity marketing and advertising materials, and you understand that inconsistent, inaccurate, confusing, or misleading information relayed on these digital platforms can result in registration refusals.

16. Termination by You

- 16.1 You may terminate our services by written notice at any time. However, if you do so you will be required to pay for services that have been undertaken or fully performed by us and any costs incurred by us in accordance with this Agreement as at the date of termination (including if the matter is litigious, any cancellation fees, bank or payment gateway fees, or other fees such as hearing allocation fees for which we remain responsible). An hourly rate of \$490 plus GST will be charged for any services and/or work performed, and/or **time spent** on your file, and performed by us in relation to your registration, and the fees as set out in Clause 18.1 and Clause 22.
- 16.2 Upon termination by you, any fees that are refundable will be reimbursed within 21 business days from the date on which our office receives your notice.

17. Termination by us and refusal to complete services.

- 17.1 Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460, may cease to act for you or refuse to perform further work and will refuse to refund any of your fees paid prior to and up until the date of termination, should any one or all of the following matters arise, including:
- i) while any of our tax invoices remain unpaid in part or in full, or become more than 5 days overdue;
 - ii) if you do not comply within 7 days with any request to pay an amount in respect of disbursements or future costs;
 - iii) if you fail to provide us with clear and timely answers, documentation, clarifications or instructions to enable us to advance and or process your registration;
 - iv) If you are uncontactable or do not contact our office for a period of more than 6 months;
 - v) if you indicate to us or we form the view that you have lost confidence in us, or if you and or your officeholders, Directors, Trustees or members become aggressive, abusive, or refuse to cooperate with our instructions;
 - vi) If, in our sole discretion, we consider it is no longer appropriate to act for you; or
 - vii) if you breach our Terms of Service Agreement.

18. Client Termination of Application

- 18.1 Should you terminate your charity or not-for-profit registration application after paying your first invoice at any time prior to registration of your entity with ASIC, ABN, you agree to be charged a client file opening, administration and onboarding fee of \$2990 + GST for the time our staff and consultants have spent on your onboarding, commencement and file creation, and agree that any amounts paid greater than the client file administration fee will be refunded upon our finance team receiving your full bank details for the deposit of the refund. As per clause 22 below, Stripe fees will not be refunded.
- 18.2 Should you terminate services for any reason, you agree that Non Profit Specialists reserves the right to deduct funds at the rate of \$490.00 + GST per hour for any and all work

performed, **and any and all time spent** on your file, for you as per Clause 3, Clause 16.1 and Clause 23.

- 18.3 Should you terminate your charity or non-profit registration application after the ABN creation for any reason, you agree that no refunds will be issued for any fees that have been paid to date. Refunds are at the discretion of the Trustee/s and Principal.

19. Third Party Service Providers

- 19.1 We may directly engage third party suppliers or service providers to undertake outsourced or subcontracted work for us, including work on or connected to your matter. Such third-party suppliers may include (without limitation) contract lawyers, document management providers or external administration providers. Our use of such providers will not diminish or reduce our obligations to you under this agreement.
- 19.2 We expressly disclaim all responsibility and liability for any loss, damage, cost or expense that you or any third party suffer in connection with the use of such third party service provider.

20. Referrals

- 20.1 From time to time Charity Specialists Trust T/A Non Profit Specialists ABN 46 184 711 460 will pay a referral fee to a professional services firm or professional services provider for clients referrals at an agreed rate of up to 12.5% NET after any government registration or application fees, and applicable payment gateway or bank fees have been deducted from your total invoice amount.
- 20.2 You understand that we may receive commissions for referring potential clients to referral partners; and provide commissions to referral partners in consideration for referred potential clients.

21. Partner Law Firms and Retained Counsel

Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460 refers legal work to multiple qualified Solicitors and Barristers and retains Counsel and legal advice from multiple legal practices and qualified lawyers across Australia. While some of the staff at Non Profit Specialists may hold law degrees, Non Profit Specialists is not a law firm, and advice is given in the initial consultation, subsequent consultations, the quote and quote discussions, the general educational documentation we publish or send you, and /or give you via phone, email, SMS, and any other form of written or verbal communication prior to, or during the registration process is not qualified legal advice and is general in nature. Should you need qualified legal advice, please contact our front desk or our Principal, who will refer you and your enquiry to a Solicitor or Counsel. Additional fees may apply.

22. Retention of your Documents

On completion of your work or following termination (by either party) of our services, we will retain your documents for 2 years. Your agreement to these terms constitutes your authority for us to destroy the file after those 2 years. The authority does not relate to any documents which are deposited in safe custody, which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs. You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

23. Fees Payable upon Termination

Should our services be terminated by you or us for reasons set out in Clause 16 or 17, fees will be payable and deducted from funds paid from your invoice. These fees cover our **time spent** on your file, and costs for any interviews, teleconferences, services provided, or documentation review that has been provided by any person or representative of Non Profit Specialists, including retained Solicitors or Counsel of Charity Specialists Trust T/A Non Profit Specialists, at the rate of \$490 + GST per hour. Waiving of such fees is solely at the discretion of the Principal, Director/s and/ or Trustee.

24. Stripe Fees

Any Stripe fees that Charity Specialists Trust T/A Non Profit Specialists ABN 46 184 711 460 have had that resulted in economic loss, become an expense to us, or have reduced our income because of your online payment of our services that you have made via debit or credit card, you agree that these costs are non-refundable. You understand that Stripe charges our business fees for card transactions and processing fees which are not added by us to your total invoice, and they are not able to be reimbursed. Fees for transactions via Stripe are available here: [Payment gateway fees and pricing | Stripe](#)

25. Payment Terms

For payment plan clients: Payment for our services is due on the agreed payment plan dates, and payment is due within 7 days. Should payment not be received, Non Profit Specialists will pause your registration and reserves the right to charge 10% overdue fees. We may also terminate services under clause 17.

26. Website Building

For any website building services that you retain Charity Specialists Trust T/A Non Profit Specialists ABN: 46 184 711 460, you agree that a \$500 + GST non-refundable deposit to commence website building is applied. Should you terminate a website build after the project commences for any reason, we reserve the right to charge an additional project fee of \$500 + GST AUD for time and resource allocation. Should a refund be approved, these amounts will be deducted before processing a refund, as will any applicable Stripe fees specified in Clause 27 above.

27. Intellectual Property

- 27.1 We retain sole and exclusive ownership of intellectual property in all documents prepared during our engagement. You must not reproduce them, use them for another purpose, or provide them to another person or entity without our prior written consent.
- 27.2 We may request your approval to use your logo and/or a photograph of you (Client IP) on our website for promotional purposes. If you provide such approval, you grant us a non-exclusive, royalty-free, non-transferable, worldwide license to use such Client IP for the purposes of promoting our business. Upon reasonable written notice by you, we will promptly cease using Client IP.

28. Liability

To the maximum extent permitted by law our liability, and the liability of our Trustee, Principal, employees, staff, consultants, representatives, partners, and agents, to you for loss or damage caused by acts or omissions by us, or our employees, partners or agents (as applicable), will be reduced to the extent that such loss or damage was caused or contributed to by you, your employees, partners and agents, or a party for whose actions you were responsible.

29. Regulatory Authorities

You understand that the Australian Securities and Investment Commission (ASIC), the Australian Business Register (ABR), the Australian Charities and Not-for-Profits Commission and the Australian Taxation Office are the regulatory authorities and that the power to register your entity and approve Deductible Gift Recipient (DGR) tax endorsements, income tax exemption and tax concessions rests with the regulatory authorities.

30. Entire Agreement

The Quotation and this Agreement embodies the entire agreement between us and you and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to its subject matter.

31. Inconsistency

Except where a contrary intention appears, to the extent of any inconsistency or conflict between:

- the Quotation (Quote)
- the Proposal;
- an agreement in relation to Additional Services; and
- these Terms of Service Agreement Terms;

Then that inconsistency or conflict must be resolved by giving priority to the earlier-named document over any later document.

In the event of mutually agreed terms, the order of prevalence is the Terms of Service Agreement of Non Profit Specialists, and these Terms will prevail over any other terms.

32. Governing law

The laws of New South Wales, Australia, govern these terms and costs in relation to any matter upon which you have retained us for services.