



## TERMS & CONDITIONS FOR OUR SERVICES

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Terms	Definitions / Meaning
We/ us/ our	Tax Refund on Spot (ABN: 49 124 038 946)
Our Website	<a href="https://www.taxrefundonspot.com.au">https://www.taxrefundonspot.com.au</a>
You	Customer/ Taxpayer
ATO	Australian Taxation Office
ATO Portal	Means Tax Agent portal by which your Tax information can be checked from ATO
CSA	Child Support Agency
Centre link	Department of Human Services.

### 1. **Engagement of Tax Agent :**

1.1. **User Information** – Once taxpayer fills the required information on our website, you are authorizing us (Tax Refund on Spot, ABN 49124038946 Tax Agent no 78339009) to access your records from Tax Agent Portal. Various methods to provide us this information are – Filling form on our website, our Mobile Apps, email, over the phone & personal visit. Our websites are [www.taxrefundonspot.com.au](http://www.taxrefundonspot.com.au) AND [www.etaxcashtoday.com.au](http://www.etaxcashtoday.com.au)

### 1.2. **Purpose, Scope and Output of the Engagement**

This firm will provide income tax return lodgment services, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB), and with current taxation laws. The extent of our procedures and services will be limited exclusively for this purpose only. As a result, 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.

1 Customer/Taxpayer Signature:



**13. Responsibilities**

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, or with your express consent. Tax payer personal information will be used for checking your tax records and income for all the years. As Tax agent, we have legal obligation to check Tax records of taxpayer and ensure that all income is entered in taxpayer income tax return. Client current and past year history will be checked with ATO records and taxation advice will be given accordingly.

**14. Quality control**

We wish to draw your attention to our firm's system of quality control which 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 our quality control review program . 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.

**15. Collection of personal information**

We 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 ensure that we both meet 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. Your personal information will be protected as per Privacy Act and will not be shared by us. It will only be provided to ATO and other government agencies (if requested). We are legally bound to protect your personal information.

**16. Collection of taxation/accounting information**

You are responsible for the reliability, accuracy and completeness of the accounting/taxation records, particulars and information provided and disclosure of all material and relevant information. You are required to arrange for reasonable access by us to relevant individuals and documents, 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 are responsible for maintaining and regularly balancing all books of accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years.



**17. Your responsibilities for taxation services**

A taxpayer is responsible under self assessment to keep full and proper records in order to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective. If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

**18. Contact with you**

Taxpayer will be contacted via phone/email/SMS about their tax records, questions will be asked about income/ expenses and FREE refund estimate will be provided (simple tax returns) by a professional tax accountant. Taxpayer will be provided option of 1 Hour refund (if eligible). Eligibility and amount of On Spot refund is decided on case to case basis.

This will be sole discretion of our management and we have right to refuse one-hour refund. If we found that client is providing wrong taxation information, then we can refuse to serve the client. Your email address will be used to send regular newsletter and tax related information that you have requested and as necessary to complete a transaction or application. Once you register in our website, you are automatically subscribed to our newsletter. You have full right to receive, or not to receive your marketing material or newsletter. In case you don't want to receive, then you can simply unsubscribe from our marketing material or newsletter emails.

**19. Authorization to lodge tax return**

You agree that Authorization to Lodge Income Tax return can be given via Online Digital Signature or email or SMS from your Mobile. Authority received via any of these methods will be treated as valid authorization on your behalf for lodgment of your Tax return with ATO.

**1.10. Our online estimate**

You understand and accept that our website ([www.taxrefundonspot.com.au](http://www.taxrefundonspot.com.au)) provides quick online estimate of tax refund and our fees. However online estimate of tax refund and our fees is only an estimate. This estimate of refund and fees may vary once accountant verifies your documents with information entered in online system.

### **1.11. 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. You must provide copies of PAYG summaries, pay slips, invoices for deductions, bank statements, rental statements, business income, work related receipts, log book, diary etc. Our engagement will result in the production of income tax return. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm, subject to any statutory obligations.

### **1.12. Dispute resolution**

The firm has also established dispute resolution processes. For any complaints or suggestions about engagement or terms & conditions or Privacy statement, or your dealings with Tax Refund On Spot, you can contact us via the following methods:

E: [complaints@taxrefundonspot.com.au](mailto:complaints@taxrefundonspot.com.au) Postal: The Complaint Officer, Tax Refund On Spot

Phone: 1300768 284 Fax: 1300 768 384 PO BOX 41 BLACKTOWN NSW 2148

Both the parties agree that any dispute shall be referred to Blacktown Court located at 1 Kildare road, Blacktown NSW 2148.

### **1.13. Confirmation of engagement**

If you choose to engage us as your tax agent and use our taxation services, you will be agreeing to abide by all of the terms and conditions of this agreement between you and Tax Refund On Spot. Partial acceptance of these terms and conditions is not allowed. Our engagement as tax agent is based on all terms and conditions mentioned in points 1 to 16 below (total 16 pages). You must read all the terms of engagement present in this document (16 pages) and then accept them. If you enter your personal information in our website, it will be treated as your acceptance of our engagement and all terms and conditions present in this document will then apply to the engagement.

## **2. Declaration by Taxpayer for lodgment of Income tax returns:**

**2.1.** You declare that you will provide correct and complete details of income including income from Salary, Capital gains, Government allowances and pension, interest, dividend & royalty income, Business & foreign Income etc. Taxpayer declares that before giving authority for lodgment with ATO, Tax Refund On Spot have explained various provisions of Income Tax Act regarding income and expenses which are applicable to Taxpayer. Taxpayer also understands that Tax laws provide heavy penalties/prosecution for false or misleading statements in the tax return.

**2.2.** You declare that you have the necessary receipts/ records for the deductions/rebates claimed in these tax return(s). You understand that it is your duty to keep the evidence of income/deductions for minimum of next 5 years. Australian Taxation Office may impose penalty/prosecution if you are unable to provide any receipts or if the tax return is incorrect/misleading. You have understood that to obtain benefit of "safe harbour" protection, you must provide you with "all relevant taxation information" to enable accurate statements to be provided to ATO. For work related expenses, you understand that you need to have written evidence if total work related claims is more than \$300. All income/deductions/rebates included in tax return are based on your specific instruction and that you satisfy relevant taxation requirements.

4 Customer/Taxpayer Signature:



23. You discharge and agree to indemnify staff of Tax Refund On Spot from any responsibility and liability arising on account of any decision of audit, other investigation in respect of any income omitted to be included, or any excess claim made in the taxreturn.
24. In case fees is not paid upfront and fees is to be deducted from the tax refund, then you authorize your tax refund to be transferred to Tax Agent Trust Account and you understand that you will be paid Tax refund after Tax Refund on Spot will deduct their fees and advance paid (if any). Balance of tax refund will be deposited in your Bank account as eft/chq (once ATO releases your tax refund in our trust account). Eft/chq takes 2-3 normal business days to clear and funds will be available in 2-3 normal business days.
25. Tax Refund on Spot (ABN: 49124038946) is a Registered Tax Agent (Tax Agent no 78339009) and is authorized by Australian Tax Office to lodge the tax returns. For lodgment of your income tax return, you understand that there is no need to visit the office of Accountant and you can authorize us to lodge your tax return via Online Signature/Fax/SMS/Email.

**3. Procedure for Tax Refund On Spot (1 Hour Tax Refund):**

31. This service is available where taxpayer wants some money instantly. Accountant has to check your file in detail. Accountant will assess you file for debts with ATO, Centrelink , Child Support and Other Government Debts. Accountant will decide How much advance is possible and associated fees. Accountant has Full Discretion to Reject On Spot Refund. Total Refund , advance refund and actual fees will be disclosed to you. You must authorize figures before lodgment You understand that Tax Agent needs to do additional work to process 1 Hour Tax refund. These are verification of Income Tax debt & GST Debt with Tax Office. These verifications are important to verify the entitlement for Tax refund. Any of above debts may reduce your actual income tax refund. You fully understand that despite all these verification, actual refund by Tax Office may be reduced due to some undisclosed debts to Australian Government. You understand that even after assessments of debts, we do NOT guarantee and we CAN NOT confirm your debts with any of Government agencies – Tax Office, Centre link and CSA. Any government agency may take part/whole of your income tax refund and we are not responsible for that. Our internal assessment is ONLY for checking your eligibility of 1 Hour refund and nothing else. Responsibility lies with you for letting us know if you owe money with any of debt collection, ATO, other government agencies such as Centre link, child support agency.
32. After the above checks, Tax Agent has full discretion to decide on your eligibility of On Spot Refund. We may decline your application for On spot tax refund and we are not obliged to disclose any reason. Eligibility and amount of On Spot refund is decided on case to case basis. You understand that everyone is not eligible for On spotrefund.
33. You understand that On Spot refund is only for limited amount (Max \$1000). Balance amount will be deposited in your Bank account as eft/chq only after ATO releases your tax refund and eft/chq will take 2-3 days to clear.
34. **1 Hour Refund Payment**  
You must authorize us between 9am to 3 pm. For authority received after 3 p.m, money will be paid on next working day. 1 Hour Advance payment to you will be treated as advance payment

5 Customer/Taxpayer Signature:



and this amount will be deducted from Actual Tax refund issued by ATO.  
For second payment , You must allow additional 1-2 working days to receive the payment once ATO releases the Tax refund in our tax Agent Trust Account.

**3.6. Non Receipt of Tax Refund by Us**

However, if Tax Office does not issue a refund to our Trust Account within 30 days, we reserve the right to debit your bank account to recover the advance and our fees. You agree that Fees is disclosed to you before giving authority. Fees of Preparation and Lodgment of Tax Return varies from Case to Case depending on complexity of Tax situation, Accountant time involved etc.. You will receive FREE estimate of your Tax refund and our Fees Quotation. By Authorizing us to lodge your Tax return via " 1 Hour Refund " Option , you are declaring that You have received the Tax refund estimate , 1 Hour Advance estimate , Fees quotation and You have accepted all the figures

**3.7. Trust Account**

We maintain a separate trust Bank account for dealing with all money received from you or on your behalf (for example, tax refunds received by ATO). By Selecting this option, You are Authorizing and Instructing Tax Office to transfer your Tax refund in Our Trust account. Also, you are expressly authorizing to Debit your nominated bank account should your refund not be paid directly by ATO to our trust account **(in 30 Days)**

**3.8. By Selecting Fee From Refund Option: You agree that :**

- You will get Some Advance refund in 1 Hour and Balance Tax refund ONLY AFTER Tax Office releases your Tax refund, Standard time is 7-10 working days.  
However, it can take longer. Tax Refund On Spot (Not ATO) is paying you initial advance
- You will receive Balance Tax refund only AFTER Tax Office releases your refund
- You instruct Tax Office to release Tax refund in Tax Agent Trust Account
- Your actual payment of Tax Refund will be reduced by Advance and our Fees
- In case on non receipt of refund from ATO in 30 days, You are authorizing us to Direct Debit your nominated Bank Account for the Advance paid to you and Fees
- You have received full calculation of Tax refund – ATO estimated refund, Our Fees and On Spot Advance

**4. Client Obligation in case of "On Spot refunds":**

- 4.1.** Any Money received as "On Spot Refund" by you from Tax Agent (Xact Taxation Pty Ltd t/as Tax Refund on Spot ABN: 49 124 038 946) will be treated as an advance to you. This amount will be adjusted against your actual Tax Refund to be released by Tax Office later. You understand that once tax refund is issued by Tax Office, you will receive Balance Tax Refund after adjusting this advance and Tax Agents fees. If government agency takes part of your tax refund, then your actual refund will be lesser by that amount.

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- 4.2. If actual refund issued by Tax Office is less than expected refund, then you will be liable to pay the short amount to Tax Agent (Xact Taxation Pty Ltd t/as Tax Refund on Spot ABN: 49 124 038 946) in 14 days of the Tax Office assessment. "Short Amount" is Total of 3 elements - Advance paid to client plus Tax Agent fees for preparing and lodging tax return plus Tax Agent fees for "On the Spot Refunds" LESS Actual refund issued by Tax Office for client in Tax Agents Trust Account.
- 4.3. If the outstanding amount is not received within the timeframe as mentioned in the Invoice, then your nominated Bank account will be Direct Debited for shortfall by Integra Pay Pty Ltd. (details below). Fees of Integra Pay P Ltd will be added to your Debt. If debt is still not recovered, then it will be transferred to a debt collection agency whereas all fees incurred for collecting your outstanding debt by the debt collection agency will be collected from you.
- 4.4. **Disclaimer for 1 Hour Refund Service :**  
1 Hour Tax Refund is available to selected clients Only. Eligibility and Fees for On spot refund is decided on Case to Case Basis . Your file will be checked in detail if you want this option. You do NOT have any right to 1 Hour refund. 1 Hour refund is premium service and available to Selected clients only. Higher fees AND Eligibility (decided on case to basis) is applicable on this service. Terms and Conditions apply for 1 Hour Tax Refund service

## **5. Procedure of Debt Assessment with 3 Government Agencies:**

- 5.1. **Tax Office** – You will be asked question on your debts with ATO. Tax Agent Portal will be checked for any debt owed to Tax Office. Also, phone calls may be made to Tax Office to confirm the debt.
- 5.2. **Centre link & Child Support Agency** – You will be asked questions on your debts with Centre link / Child Support Agency and any payment plan you have to pay off the debts. If you visit us personally, then phone call may be made to Centre link/ Child Support Agency to confirm the debt. If you are unable to visit us personally, then Conference call may be arranged with Centre link / Child Support Agency to verify your debts. Alternatively, debt assessment will be made on basis of information provided by you.
- 5.3. You understand that even after assessments of debts with ATO/Centrelink/Child Support or other Government agency, we do NOT guarantee and we CAN NOT confirm your debts with any of Government agencies – Tax Office, Centre link and CSA. Any government agency may take part/whole of your income tax refund and we are not responsible for that. Our internal assessment is ONLY for checking your eligibility of 1 Hour refund and nothing else.

## **6. Fee from refund service :**

This service is available where taxpayer does not want to pay fees upfront. We can deduct the fees from your refund and Balance refund can be paid to you once ATO releases your refund. There is additional cost of \$39 plus GST for this service. This is extra fees for this service to cover Bank fees for Eft transfer and Staff hours involved in reconciliation of refund received from ATO. You must allow additional 1-2 working days to receive the payment once ATO releases the Tax refund in our tax Agent Trust Account

### **6.1. Non Receipt of Tax Refund by Us**

If Tax Office does not issue a refund to our Trust Account within 30 days, we reserve the

7 Customer/Taxpayer Signature:



right to debit your bank account to recover our fees. You agree that Fees is disclosed to you before giving you gave authority. Fees of Preparation and Lodgment of Tax Return varies from Case to Case depending on complexity of Tax situation, Accountant time involved. You will receive FREE estimate of your Tax refund and our Fees Quotation. By Authorizing us to lodge your Tax return via “ Fee from Refund” Option , you are declaring that you have received the Tax refund estimate and Fees quotation and you have accepted both estimates

#### **6.2. Trust Account**

We maintain a separate trust Bank account for dealing with all money received from you or on your behalf (for example, tax refunds received by ATO). By Selecting Fee from Refund option, you are Authorizing and Instructing Tax Office to transfer your Tax refund in Our Trust account. Also, you are expressly authorizing to Debit your nominated bank account should your refund not be paid directly to our trust account (in 30 Days of lodgment of your Income tax return)

#### **6.3. By Selecting Fee From Refund Option: You agree that :**

- You will get Tax refund ONLY AFTER Tax Office releases your Tax refund, Standard time is 7-10 working days. However, it can take longer
- You will NOT receive advance Tax refund in 1 Hour.
- You will receive Tax refund only AFTER Tax Office releases your refund
- You instruct Tax Office to release Tax refund in Tax Agent Trust Account
- Your actual payment of Tax Refund will be reduced by our Fees and Charges
- In case on non receipt of refund in 30 days, You are authorizing us to Direct Debit your nominated Bank Account for the Fees.
- On your income tax return, your postal address will be changed to our company postal address, which is PO Box 41 Blacktown NSW 2148
- On your income tax return, nominated Financial details will be our company trust bank account which 062121- 10816742
- On your income tax return, daytime contact number will be changed to our company phone number , which is 02-96221704

#### **6.4. Disclaimer for Fee From Refund Service:**

Fee From Refund Option is NOT 1 Hour refund / On Spot Refund  
Fee from Refund Service and 1 Hour Tax Refund is available to selected clients Only. Eligibility and Fees for this service is decided on Case to Case Basis. Your file will be checked in detail if you want this option. You do NOT have any right to Fee from Refund service. Fee from Refund and 1 Hour Refund are different service. You do not get any advance in Fee from Refund service. 1 Hour refund is premium service and available to few clients only. Higher fees AND Eligibility (decided on case to basis) is applicable on this service. Terms and Conditions apply for Fee from Refund service

#### **7. Fee paid upfront service:**

This service is available where Taxpayer pay fees upfront. We will be providing your nominated

8 Customer/Taxpayer Signature:





Bank details for EFT transfer and Tax Office will directly transfer the funds to Your Bank account. You will receive Tax refund directly from ATO in 7-10 working days (Subject to ATO release)

### **7.1. Fees Dispute**

Payment of Upfront fees does not guarantee the Lodgment. Your Tax return will be checked by Accountant and further information may be asked for. Because of additional work, cost of preparing and lodging may go up. If you decide not to go further, we will issue you refund. Your Refund amount and Fees may vary after Accountant verification and collection of further information. You will be advised if further fees is applicable for Accountant time.

### **7.2. Fee Refund**

If you decide to cancel Tax return lodgment anytime BEFORE lodgment, then Full Fees will be refunded via Paypal. In case, we need further information about your Tax Return and you are unable to provide it or you are not contactable, then we will refund the fees paid by you, and discard your file in our records. However, once Tax return is lodged, then Fee refund will be decided on Case to Case Basis by Accountant. Normally, Fee Refund will not be done if the file is lodged with ATO.

### **7.3. By Selecting Fee Upfront Option: You agree that:**

- You will get Tax refund only after tax Office releases your Tax refund, Standard time is 7-10 working days. However, it can take longer (depends on ATO processing)
- You will NOT receive advance Tax refund in 1 Hour.
- You will receive Tax refund only after tax office releases your refund
- Your actual payment of Tax Refund may be reduced by any Debts (ATO/Centrelink/ Child Support Agency etc..)
- Accountant will check your file and your Tax refund/Income/Deductions/our fees may change
- On your income tax return, daytime contact number will be changed to our company phone number, which is 02-96221704
- On your income tax return, your postal address may be changed to our company postal address, which is PO Box 41 Blacktown NSW 2148 (as exception)
- On your income tax return, nominated Financial details may be our company trust bank account which 062121- 10816742 (as exception)
- On your income tax return, daytime contact number may be changed to our company phone number, which is 02-96221704

### **7.4. Disclaimer for Fee Upfront Service:**

Fee Paid Upfront is NOT Fee from Refund / On Spot Refund

Fee from Refund and 1 Hour Tax Refund is available to selected clients Only. Your payment of upfront fees does not guarantee lodgment of your Tax Return. It has to be carefully checked by Tax Accountant. Additional Fees may be payable because of Accountant time and verifications involved. Those additional charges must be paid before file can be lodged. Terms and Conditions apply for Fee paid upfront service

## **8. Nominated Bank Account**

This is Tax Office mandatory requirement to provide Bank account in case of refund. Tax Office does NOT issues cheque and you must compulsorily provide Bank Details in case of expected

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tax refund

### **8.1. Incorrect Bank Account**

If you provide Incorrect Bank account, then you may lose the Tax Refund since Tax Office does not check the authenticity of Bank account in every case. So please double confirm your Bank account before lodgment

### **8.2. Providing Someone Else Bank Account**

If you provide someone else Bank account (your family member or friends), then it is your responsibility to recover the funds from your family/friend. Tax Office (ATO) and Tax Refund On Spot will only pay the refund in your nominated Bank Account. In case you provide anyone else Bank details and you lose the money, then it will be entirely your loss and you cannot hold anyone liable for that.

### **8.3. Posting Cheque**

If you do not provide Bank details or Bank details are incorrect or EFT is returned back to our Trust account, then cheque will be posted to your known last address. There is extra fees of \$39 plus GST for this service. This is in addition to Fee from refund Service of \$39 plus GST. If you want cheque to be cancelled, extra fees of \$15 plus GST applies

## **9. Taxpayer Substantiation Declaration**

- 9.1. You confirm that for all expenses/deductions/rebates claimed in Income Tax return, Tax Refund On Spot have advised you of the stringent substantiation legislation. You must keep original receipts/diary/logbook/invoices in relation to above for minimum 5 years from lodgment. You declare that you have the required evidence and you will keep them for a minimum of five years from the date my return is lodged. The receipts/invoices must contain the following details: Supplier details - Name of supplier, Amount, GST paid (if any), Nature of goods and services, date of expense, ABN and address of supplier
- 9.2. **Penalties /Prosecution for incorrect returns** – You declare that Tax Refund On Spot have informed you that additional tax, penalties, interest and possible prosecution action may be taken against me by the ATO if details in Tax return are incorrect.
- 9.3. **Income Source** – If you are Australian resident, you must declare income from all sources, in and out of Australia, including net capital gains received for the year of income in my tax return.

## **10 Copyright /Trademark**

- 10.1. Tax Refund on Spot website contains copyrighted material, trademarks, and other proprietary information, all of which are protected by the laws of the Commonwealth of Australia. Except as permitted under this Agreement, or by those laws, no part of our website or the Service may be copied, downloaded, reproduced, redistributed, retransmitted, published, resold or otherwise commercially exploited by you or by any third party without our prior written consent. All ownership and proprietary rights of Tax Refund on spot are reserved by Tax Refund On Spot Accountants, and any suppliers and third party content providers and licensors, as applicable.
- 10.2. You agree that you will not copy, use, distribute Our Tax Software for any other purpose other than lodgment of your Tax return. If you are found duplicating/ damaging our Online Tax Software, you will be liable for penalty of over \$100,000 for misusing our system. (Copyright

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- July 2018)
- 10.3. You agree to defend and indemnify Tax Refund On Spot and its employees, officers, directors, third party content providers and licensors from and against all claims, tax liabilities and expenses, including reasonable legal fees, arising out of your use of the System, for any purpose including tax, services and friend referrals.
  - 10.4. You agree that you will not copy, use, distribute our Trademark Image. If you are found duplicating, damaging our Online Trademark Image, you will be liable for penalty of over AUD One Hundred Thousand for misusing our image. (Trademark Image 2017)
  - 10.5. You will not attempt to violate the security of Tax Refund On Spot website. This includes any attempts to download source code, propagate malicious programs or viruses, or interfere with the operation of our computer systems. In this case, you will be liable for penalty of over AUD One Hundred Thousand
  - 10.6. You also acknowledge /accept that Terms and Conditions of Tax Refund On Spot (this document) has been prepared by legal professional. In the event of any reproduction/copy/use of this document in whole or in part for any purpose , you will be liable for penalty of over AUD One Hundred Thousand

## 11. Online Estimator for Tax Refund and Fees

You accept that Our Website estimator of Tax Refund and Fees is ONLY an estimate.

Actual Tax Refund lodged / Fees may be different than what was shown initially. Refund may be different once Accountant physically checks your papers and finds additional income/expenses/offsets. You will be appropriately notified and authority taken for the changes before lodgment. For Fees, actual fees may vary as shown in Online Fee estimator because of additional Accountant time and work involved on your file.

## 12. Debiting your account

- 12.1. By accepting our Terms and Conditions, You have accepted DDR (direct debit request) to Debit your nominated Bank Account for Advance and Fees due after 30 Days of Tax return lodgement. Direct Debit will happen only when we do not receive the advance and associated fees for taxation services rendered to you. You may change, stop or defer a debit payment, or terminate this DDR agreement by providing us with at least fourteen (14 days) notification by writing to: [enquiry@taxrefundonspot.com.au](mailto:enquiry@taxrefundonspot.com.au) or arranging it through your own financial institution.
- 12.2. If you believe that there has been an error in debiting your account, you should notify us directly on [enquiry@taxrefundonspot.com.au](mailto:enquiry@taxrefundonspot.com.au) as soon as possible. Alternatively you can take it up with your financial institution directly. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request. If there are insufficient clear funds in your account to meet a debit payment:
  - a. you may be charged a fee and/or interest by your financial institution;
  - b. you may also incur fees or charges imposed or incurred by us; and



c. you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

### **12.3. Confidentiality**

We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you:

- a. to the extent specifically required by law; or
- b. for the purposes of this agreement (including disclosing information in connection with any query or claim).

### **12.4. IntegraPay Direct Debit**

Your Direct Debit be done by IntegraPay Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220  
In the event of Fees/Advance not received by Tax Refund on Spot for services rendered to you , you authorize and request IntegraPay Pty Ltd, to debit payments from your Bank account. Please note that entire amount of Fees due and Advance paid will be Direct Debited from your nominated Bank account. If Direct Debit fails, then an amount of \$99 weekly/fortnightly will be debited from your Bank Account. This amount can be varied as per your written or verbal instructions. Duration of Direct Debit can vary depending on amount due to us. Amount for Fees/Advance unpaid will be direct Debited Only in Event of Fees & Advance unpaid after 30 Days of services rendered. You authorize and request IntegraPay Pty Ltd, to debit payments from your account as agreed at intervals and amounts as directed by Tax Refund On Spot as per the terms and conditions of my agreement with Tax Refund On Spot and in accordance with the Direct Debit Request and the IntegraPay DDR Service Agreement. You authorize IntegraPay Pty Ltd ABN 63135196397, User ID 382220, to debit your nominated account at the Financial Institution identified through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Arrangements stated above and this Direct Debit request and as per the DDR Service Agreement provided. In event of Direct Debit from you Bank account, You also authorize IntegraPay Pty Ltd ABN: 63 136 196 397 to direct debit all the fees and charges associated with collection of Direct Debit, which is Data Storage & Compliance (once only) \$2.20, Transaction Fee (every Direct Debit from Bank account ) \$0.80 , Failed Payment Fee \$4.40, Fees for Debiting Bank Cards: \$0.33 plus 1.98% (Visa/Mastercard) \$0.33 plus 3.85% (Amex), Additional 1.10% for International Cards

This Authorization is to remain in force in accordance with the Terms and Conditions on this Direct Debit Request, the provided DDR Service Agreement, and You have read and

12 Customer/Taxpayer Signature:



understand the same.

### **12.5 DDR Service Agreement**

(Direct Debit Request Service agreement)

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with IntegraPay and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

You (Customer) hereby authorize IntegraPay Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the Tax Refund On Spot ABN: 49 124 038 946 as indicated on the front of this Direct Debit Request (herein referred to as the Business)

You (Customer) acknowledge that IntegraPay is acting as a Direct Debit Agent for the Business and that IntegraPay does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

You (Customer) acknowledge that IntegraPay and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. IntegraPay and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We (Integra) will only disclose information that we have about you: to the extent specifically required by law; or for the purposes of this agreement (including disclosing information in connection with any query or claim).

You (Customer) acknowledge that the debit amount will be debited from your account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

You (Customer) acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

You (Customer) acknowledge that it is your responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honored on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. You (Customer) acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, You (Customer) agree that IntegraPay will not be held responsible for any fees and charges that may be charged by your financial institution.



You (Customer) Acknowledge that there may be a delay in processing if:  
There is a public or bank holiday on the day, or any day after the debit date  
A payment request is received by IntegraPay on a day that is not a Banking Business Day  
A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

You (Customer) authorize the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorize Integra Pay to vary the amount of the payments upon instructions from the Business.

You (Customer) do not require IntegraPay to notify me/us of such variations to the debit amount.

You (Customer) acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments. You (Customer) acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements. You (Customer) acknowledge that variations to the debit arrangement will be directed to the Business.

You (Customer) acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

You (Customer) acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

You (Customer) acknowledge that if a debit is returned by my/our financial institution as unpaid, You (Customer) will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by IntegraPay.

You (Customer) authorize IntegraPay to attempt to re-process any unsuccessful payments as advised by the Business.

You (Customer) acknowledge that if specified by the Business, a setup, variation, dishonor, SMS or processing fees may apply as instructed by the Business

You (Customer) authorise:

The Debit User to verify details of your account with your financial institution.

The Financial Institution to release information allowing the Debit User to verify Your (Customer) account details.

Details for Integra Pay Ltd are:- IntegraPay Pty Ltd ABN: 63 135 196 397  
P.O Box 6290, Upper Mt Gravatt, Queensland 4122 Ph: 07 3040 4320 Fax: 07 3343 8590

### 13. Complaints & Suggestions:

For any complaints or suggestions about Terms and Condition or Privacy statement, or your dealings with Tax Refund On Spot, you can contact us via the following methods:

14 Customer/Taxpayer Signature:



E: [complaints@taxrefundspot.com.au](mailto:complaints@taxrefundspot.com.au)  
Phone: 1300768 284 Fax: 1300 768 384

Postal: The Complaint Officer, Tax Refund On Spot  
PO BOX 41 BLACKTOWN NSW 2148

## 14. Disputes & Jurisdiction

Both the parties agree that any dispute shall be referred to Blacktown Court at 1 Kildare road Blacktown NSW 2148

## 15. Electronic Lodgment Declaration

This declaration is to be completed where a taxpayer elects to use the Electronic Lodgment Service for lodgment of Income Tax return. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

**PRIVACY:** The Australian Taxation Office (ATO) is authorized 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. We need this information since it is required by law. As per law, We may give this information to other government agencies authorized by law to receive it- Centrelink, Child Support agency, Family Assistance office, ABS and other Federal/State Government agency as required by law

## 16. Taxpayer Declaration

### You declare that:-

- You have disclosed all of the income, including net capital gains which you have earned/received for the income year;
- All income declared, claims for deductions and tax offsets/rebates included in your return are based on your specific instructions and advise that you satisfy the relevant taxation requirements;
- You confirm that you have all receipts or documentation necessary to substantiate the above claims and you will make them available if required by the Tax office; and
- You are aware what written evidence (including car/travel records) will be required during an audit. Penalties, GIC and prosecution may be applied if incorrect claims are identified in an audit situation.
- You agree to indemnify Tax Refund On Spot from any loss it may suffer if any of the information you provided for the preparation of your tax return is false.
- You declare that the information provided to Tax Refund On Spot as your registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and Tax Refund On Spot is authorized to lodge this tax return.
- You declare that you have received copy of your Income Tax Return showing Income & Deductions, Estimated Refund and Fees to be charged. You have read and accepted all Terms & Conditions (as mentioned in this document) and as mentioned on bottom of website [www.taxrefundspot.com.au](http://www.taxrefundspot.com.au).
- You have understood and accepted various figures as mentioned in Refund Calculation Sheet. refund calculation sheet displays estimated refund claimed, Tax agent fees for lodging tax return, Tax Agent fees for "On the Spot refund", amount paid to you as an advance and amount



which will be paid to you in 2 weeks once your refund is released by Tax Office.

- In the event of Fees/Advance not paid to us in 30 Days of rendering services ,you accept that your Bank account will be Direct Debited by IntegraPay Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 .You also declare that you have read Terms and conditions for Direct Debit (as above) and DDR Service agreement (as above)
  - You understand that in case of Fee not paid upfront and On Spot Refund, you authorize you tax refund to be transferred to the Tax Agent Trust Account and you understand that you will be paid your tax refund after Tax Agent will deduct their fees and initial advance paid to you.
  - You also declare that signing the Tax return online has same effect as signing on paper and authority given via email/ digital signature/ SMS has same effect. You further declare that you are signing by your free will and you are not intoxicated and not signing under any pressure.
  - You have read all the Terms and Conditions present in this document and you accept all the above terms and conditions. You authorize Xact Taxation Pty Ltd (Registered Tax Agent no 78339009) to prepare and lodge my Income Tax Return for lodgment to Australian Taxation Office
  - This declaration is to be completed where a taxpayer elects to use an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.
  - Privacy - The ATO is authorized by the Taxation Administration Act 1953 to request your tax file number (TFN). We will use your TFN to identify you in our records. Taxation law authorizes the ATO to collect information and to disclose it to other government agencies.
- Taxpayer's declaration
- You have reviewed every page of the accompanying income tax return & confirm that all items are true and correct. You understand that sometimes tax return(s) take longer than 2 weeks to process. You have been provided estimate only and assessment will be done by ATO. You have read and sign the declaration after completing my tax return, including the Supplementary section, Business and professional items section and other schedules if applicable