ADVANCE ACCOUNTING PTY LTD

trading as Tax Refund on Spot

ABN: 27 640 767 424 | Registered Tax Agent No.: 26039082
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TERMS & CONDITIONS OF SERVICE — EFFECTIVE 24 JUNE 2026

Contents

Definitions

We / us / our / the Firm	Advance Accounting Pty Ltd (ABN 27 640 767 424, Registered Tax Agent No. 26039082), trading as Tax Refund on Spot.
Our website	www.taxrefundonspot.com.au
You / your / the Client	The customer / taxpayer engaging our services.
ATO	Australian Taxation Office.
ATO Portal / OSfA	Online Services for Agents (the Tax Agent Portal) provided by the ATO.
TPB	Tax Practitioners Board.
TASA	Tax Agent Services Act 2009 (Cth) and the Tax Agent Services Regulations / Code of Professional Conduct made under it, including the Tax Agent Services (Code of Professional Conduct) Determination 2024.
CSA	Services Australia – Child Support (formerly Child Support Agency).
Centrelink	Services Australia (formerly Department of Human Services).
ITR	Income Tax Return.
Predecessor	Xact Taxation Pty Ltd (ABN 49 124 038 946, Registered Tax Agent No. 78339009), the former operator of the Tax Refund on Spot practice.

1. Engagement of Tax Agent

1.1 User information and authority

Once you provide the required information to us, you expressly authorise us (Advance Accounting Pty Ltd, ABN 27 640 767 424, Registered Tax Agent No. 26039082) to add you as our client in Online Services for Agents and to access your records there, including your Income Tax account, Integrated Client Account and other tax accounts held by the ATO. You may provide your details by any of the following methods: completing a form on our website; our mobile app; email; over the phone; a personal visit; responding to advertisements on Google or social media; or completing information via a link provided in an SMS, email or social-media platform (including Facebook, Instagram, TikTok, X/Twitter, YouTube and Snapchat).

This authority is given for the purpose of providing the tax agent services you request. You may withdraw it at any time by emailing us from your registered email address (see clause 23).

1.2 Purpose, scope and output of the engagement

We provide preparation and lodgment of Income Tax Returns and, where engaged, GST/BAS and related services. These services are conducted in accordance with current taxation laws, the **Tax Agent Services Act 2009** and the TPB Code of Professional Conduct, and the applicable professional and ethical standards issued by the Accounting Professional & Ethical Standards Board (APESB). The scope of our work is limited to the services you engage us to perform.

Because the engagement is limited to these services, **no audit or assurance engagement is performed and no assurance is expressed**. Our engagement cannot be relied upon to disclose irregularities, including fraud, other illegal acts or errors that may exist. However, we will inform you of any such matters that come to our attention. These Terms & Conditions form the basis of your engagement with us.

Australian Consumer Law: Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that you have under the Australian Consumer Law (Schedule 2 to the ***Competition and Consumer Act 2010***) or any other law that cannot lawfully be excluded. Where our liability cannot be excluded but can be limited, our liability is limited to the maximum extent permitted by law. Our services are also provided subject to the Professional Standards Scheme applicable to our profession, where one applies.

1.3 Our responsibilities and confidentiality

Information we acquire during the engagement — including information relating to your affairs, whether or not it belongs to you and whether or not it is provided by you — is subject to strict confidentiality requirements under Code Item 6 of the Code of Professional Conduct and the ***Privacy Act 1988*** (Cth). We will not disclose that information to third parties except where required or authorised by law or with your consent. As your tax agent, we have a legal obligation to take reasonable care to ascertain your state of affairs and to ensure income is correctly reported; we will check your current and prior-year records held by the ATO and provide taxation advice accordingly.

1.4 Quality control

Our firm maintains a system of quality control in accordance with the relevant APESB standard. Our files may be subject to review as part of that program, and by accepting this engagement you acknowledge that, if requested, files relating to this engagement may be made available under that program, subject to confidentiality.

1.5 Collection of personal information

We collect personal information about you and your representatives when we provide taxation services. We have obligations under the ***Privacy Act 1988*** (Cth) and the Australian Privacy Principles, and we handle and protect your personal information in accordance with that Act and our Privacy Policy (see Part B of this document). Your Tax File Number is additionally protected under the ***Privacy (Tax File Number) Rule 2015***. Personal information is used to provide your services and is disclosed to the ATO and other government agencies where required or authorised by law.

1.6 Collection of taxation / accounting information

You are responsible for the reliability, accuracy and completeness of the accounting and taxation records and information you provide, and for disclosing all material and relevant information. Any advice we give is an opinion based on our knowledge of your circumstances and the information you provide.

You are responsible for maintaining your books of account and an adequate accounting and internal-control system. Under self-assessment you must keep full and proper records to enable accurate returns to be prepared. **You must keep all invoices and income and expense records for at least five (5) years.**

2. Communications, Reminders and Marketing

2.1 Subscription to newsletters / SMS service

We use your contact details to send information necessary to complete your transaction or application and, where you have not opted out, regular newsletters and tax-related information. To progress your return you may receive reminders — by email, SMS and/or phone — requesting personal details, bank details, ID upload, receipts, PAYG/income statements and similar. By registering, you accept that you may receive up to two reminders per day for information or authorisation purposes.

You can register with us in several ways: completing details online, providing details by phone, sending us an email, or registering through our advertisements on Google, Facebook, Gumtree, YouTube, Snapchat, Instagram, X/Twitter, LinkedIn and similar platforms. Registration by any method adds you to our email and SMS database.

Your right to opt out: You have the right to receive, or not receive, marketing material. To stop marketing emails, use the “Unsubscribe” link in any newsletter. To stop marketing SMS, reply “STOP”. To be removed from daily case reminders, email us at enquiry@taxrefundonspot.com.au. Opting out of marketing will not affect essential service communications about your engagement.

2.2 Contact with you and refund estimates

We may contact you by phone, email or SMS about your tax records and ask questions about your income and expenses. A **free refund estimate** may be provided for clients with simple tax affairs (for example, salary/PAYG income and modest deductions) by a professional tax accountant. Where your affairs are more complex (for example, business income, capital gains, shares, rental properties or foreign income), additional time and effort is required and an estimate may not be free; in that case we will advise you of any cost before proceeding.

2.3 Identity and integrity checks

If we find that incorrect taxation information is being provided, we may decline to act. If we suspect that a Tax File Number is being misused, we will report the matter to the ATO and, where appropriate, the police, consistent with ATO identity-protection procedures. In cases of suspicion we may ask further questions to confirm your identity (for example, details from your ATO notice of assessment, last year’s refund, your partner’s name, your previous occupation, and your residential and postal address) and may request additional identity documents (such as Medicare card, council rates notice, rental agreement, bank statement, bank card, birth certificate or citizenship certificate).

If you decline to provide reasonably requested documents or information, or fail to respond within a reasonable time, we may decline to act, consistent with ATO and TPB requirements.

3. Your Responsibilities for Taxation Services

Under self-assessment you are responsible for keeping full and proper records to enable a correct return to be prepared. Although the Commissioner of Taxation usually issues a notice of assessment based on the claims in your return without adjustment, the return may be reviewed later. Under taxation law a review may take place within **up to five (5) years** after tax becomes due and payable under the assessment, and where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check your return before it is authorised to ensure the information is accurate.

Before lodgment you will receive a secure “View and Approve” link containing: your Draft Tax Return; the Tax Invoice for approval; the Draft Tax Calculation/estimate before and after our fees; and draft returns for all relevant years to be lodged, based on information from the ATO Portal and the information and documents you provided. All fees and charges, and your income, deductions, offsets and personal details, are clearly shown in these documents. You must review them and advise of any changes.

It is your responsibility to check every detail in the draft before authorising lodgment. Your authorisation confirms that you have viewed your draft return/BAS and verified the personal details, income, deductions and rebates to be correct, and that you authorise us to lodge it. To the extent permitted by law, we are not liable for errors arising from information that was incorrect, incomplete or not disclosed by you, or for matters you approved before lodgment. This does not limit our own obligations to exercise reasonable care and skill, or your non-excludable rights under the Australian Consumer Law.

4. General Tax Information, Promotions and Amendments

4.1 Tax tips in videos / social media / website / blogs

Information published in our videos, social media, website, blogs and PDFs is **general information only** and is not based on your specific circumstances. It may not apply to you. You must consult your tax practitioner or the ATO (13 28 61) to confirm whether it applies to you. We are not liable for any action you take based on general information that has not been reviewed against your personal situation. For advice specific to you, book an appointment so we can review your circumstances.

4.2 $20 Welcome Payment

This optional promotion is for new clients who register on our website. Your registration details (full name, TFN, date of birth and email) must match ATO records. If any detail does not match, the system may automatically decline the payment. We reserve the right to decline the payment where misuse is suspected, and we are not obliged to provide reasons. This promotion may be varied or withdrawn at any time.

4.3 $20 Referral Payment

This optional promotion is paid when a person you refer registers using your referral code and provides matching details (full name, TFN, date of birth, email and your referral code). If any detail does not match ATO records, the system may automatically decline the payment. We reserve the right to decline the payment where misuse is suspected, and we are not obliged to provide reasons. This promotion may be varied or withdrawn at any time.

4.4 Prize draws

From time to time we may run a prize draw (for example, a monthly electronic-device draw) and announce winners by email. Where a draw is run, entry, eligibility and the number of draws you appear in are as stated in the promotion terms current at the time. A prize draw is a game of chance; there is no guarantee of winning, and chances depend on the number of entrants. Any prize draw is conducted in accordance with applicable State/Territory trade-promotion laws.

4.5 Cancelling or amending a return after lodgment

Tax agents cannot "cancel" a lodged return, but a lodged return can be amended. If you wish to change a lodged return, we can lodge an amendment; the ATO normally takes around 4–8 weeks to process an amendment and may request supporting documents, which can delay any refund. You must provide documents, information and reasons for the amendment. Reasonable fees apply to prepare and lodge an amendment. See the ATO guidance at ato.gov.au – correct (amend) your tax return.

4.6 Authorisation to lodge

You agree that authority to lodge your Income Tax Return may be given by online/digital signature, email, SMS from your registered mobile number, or signature during a personal visit. Authority received by any of these methods is treated as valid authorisation to lodge with the ATO. You must also provide the identity documents required by the ATO before lodgment; if you decline, we may be unable to lodge your return, consistent with ATO requirements.

4.7 Our online estimate

Our website provides a quick online estimate of your refund and our fees. This is **an estimate only** and may change once an accountant verifies your documents against the information in the ATO system. The online estimator is indicative; we do not accept liability for reliance on it. For an accurate estimate, register and provide all income and deduction documents for accountant review. The ATO's standard processing time for refunds is around 7–10 working days, but the ATO may take longer and we are not responsible for ATO delays.

5. Fees, Invoicing and Dispute Resolution

5.1 How fees are determined

Fees for preparing and lodging a return vary from case to case depending on the complexity of your situation and the accountant time involved. You will receive a free estimate of your refund and a fee quotation before lodgment. Fees shown on our website are indicative only and are not fixed, because each client's affairs are unique. Fees may also depend on whether you pay upfront, have fees deducted from your refund, or request an instant (advance) refund. All fees are disclosed to you in the Tax Invoice within the View and Approve link before you authorise lodgment.

5.2 Fee dispute resolution

All documents are presented to you in the View and Approve link at the time of authorisation — Draft Tax Return, Tax Invoice, Draft Tax Calculation before and after our fees, and draft returns for all years — so that fees, income, deductions and personal details are clearly visible. For security, the link expires once you upload your ID and authorise lodgment. Once figures are authorised and the return is lodged, the fees are payable. If you dispute a fee, contact us using the details in clause 5.6 and we will work with you in good faith to resolve it; this does not limit your right to complain to the TPB or your rights under the Australian Consumer Law.

5.3 Schedule of additional service fees (GST inclusive where noted)

Service	Fee	Notes
Overdue invoice administration	$39 plus GST (≈ $43) per overdue invoice	Charged where a prior invoice remains unpaid and is recovered from a later refund.
ATO follow-up call	$79 plus GST per call	Charged for each call we make to the ATO to progress/finalise your return (calls can take 30–60 minutes).
Unsolicited refund handling / return to ATO	$99 plus GST	Administrative fee where an ATO refund is received in our trust account but no service was engaged
Fee-from-refund service	$39 plus GST	Where fees are deducted from your refund rather than paid upfront (see clause 7).
DVS identity verification	As shown in your draft invoice	Third-party Document Verification Service check of your ID.

All additional fees are disclosed in your draft Tax Invoice before you authorise lodgment. Fees are subject to change; the fees current at the time of your engagement apply.

5.4 Fees recovery from refunds

Where you have used our services previously and an invoice remains unpaid, you authorise us to deduct any overdue unpaid invoice (for fees and/or any advance refund) from a current-year refund issued by the ATO into our trust account. Your current-year payment may therefore be reduced by your current-year invoice and any prior-year unpaid invoice. **You authorise us to recover unpaid invoices owed to us (or to the Predecessor and assigned to us)** from a current-year refund received in our trust account. An administration fee of $39 plus GST per overdue invoice applies. We will notify you of any deduction.

5.5 Assignment of existing debts and credits

As part of the sale of the practice, rights to recover fees and obligations to account for client monies have been assigned by the Predecessor to us. Where this applies, amounts owed by you to the Predecessor may be recovered by us, and amounts we hold on trust for you will be dealt with in accordance with these Terms and our trust-account obligations.

5.6 Complaints and contact

We have an established complaints process. For any complaint or suggestion about your engagement, these Terms, our Privacy Policy or your dealings with us, contact us:

- **Email:** enquiry@taxrefundonspot.com.au
- **Phone:** 1300 768 284
- **Post:** Advance Accounting Pty Ltd t/as Tax Refund on Spot, PO Box 41, Blacktown NSW 2148

Please allow us reasonable time to respond (at least 14 days) before escalating. If you are not satisfied with our resolution, you may escalate to the TPB (which can act on certain complaints) at tpb.gov.au/complaints. You can also confirm our registration on the TPB Register at tpb.gov.au/public-register. Privacy complaints may ultimately be referred to the Office of the Australian Information Commissioner (OAIC) at oaic.gov.au.

6. On-Spot (1-Hour) Tax Refund Service

This is an optional premium service and you are not required to use it. You do not have a right to it; eligibility and the amount are decided case-by-case at our discretion.

6.1 What the service is

This service is for clients who want some money in advance of the ATO issuing their refund. An accountant must review your file in detail and assess potential debts with the ATO, Centrelink, Child Support and other government agencies. The accountant decides how much advance (if any) is possible and the associated fees, and has full discretion to decline the service without giving reasons. Your total estimated refund, the advance amount and the actual fees are disclosed to you, and you must authorise the figures before lodgment.

6.2 Debt verification and risk

Verification of income tax and GST debts is required to assess your entitlement. Any such debts may reduce your actual refund. You understand that, despite these checks, the actual refund issued by the ATO may be reduced by undisclosed debts to the Australian Government, and that **we do not and cannot guarantee or confirm your debts with any government agency**. Any government agency may take part or all of your refund and we are not responsible for that. Our internal assessment is only to check eligibility for the advance. You are responsible for informing us of any debts you owe to debt collectors, the ATO, Centrelink, Child Support or other agencies.

6.3 Amount, payment timing and balance

- The advance is for a limited amount (currently a maximum of $1,000), decided case-by-case at the accountant’s discretion.
- To receive payment the same day, you must authorise between 9:00am and 3:00pm. Authority received after 3:00pm is paid the next working day.
- The advance is paid by Advance Accounting Pty Ltd (not the ATO) and is treated as an advance to you, to be deducted from the ATO refund when issued.
- We normally pay by EFT within one (1) hour of approval, but the time for funds to reach your account depends on your bank and may take 1–2 days.
- Two sets of fees apply where you use this service — one for normal preparation/lodgment and one for the advance service. Higher fees apply because of the additional work and risk.
- The balance of your refund is paid to you only after the ATO releases your refund into our trust account (EFT/cheque may take 2–3 business days to clear). You do not have a right to early payment of the balance; our obligation to pay the balance arises only once the ATO releases your refund to us.
- Any overdue invoices (fees and/or prior advances), the overdue-invoice fee ($43 per invoice) and any ATO-call fees ($79 plus GST per call) will be deducted when the refund is released.

6.4 Non-receipt of refund from the ATO

If the ATO does not issue your refund to our trust account within thirty (30) days, you authorise us to direct debit your nominated bank account to recover the advance paid to you and our fees, in accordance with the Direct Debit Request Service Agreement provided to you. We will give you reasonable prior notice before debiting.

6.5 Changes to your return for trust-account refunds

Where you select an option under which your refund is paid into our trust account, you authorise us to record, on your Income Tax Return, our company postal address (PO Box 41, Blacktown NSW 2148), our company daytime contact number (1300 768 284) and our trust account (BSB 062339, Account 11440215) as the nominated details, for the purpose of receiving and remitting your refund. These are used only to administer your refund and are reverted or do not affect your underlying obligations to lodge and pay tax.

7. Fee-from-Refund Service

This optional service is for clients who do not want to pay fees upfront. We deduct our fees from your refund and pay you the balance once the ATO releases your refund. An additional cost of $39 plus GST applies to cover bank fees, reconciliation time and the risk of non-payment if no refund issues. Allow an additional 2–3 working days to receive payment after the ATO releases the refund into our trust account.

Fee-from-Refund is not the 1-Hour/On-Spot advance service — you do not receive any advance under this option. It is available to selected clients only, at the accountant's discretion, and eligibility and fees are decided case-by-case.

By selecting Fee-from-Refund you agree that: you will receive your refund only after the ATO releases it (standard time around 2 weeks, but it can take longer); you instruct the ATO to pay your refund into our trust account; your payment will be reduced by our fees and charges; and, if the ATO does not pay our trust account within thirty (30) days of lodgment, you authorise us to direct debit your nominated account for our fees (with reasonable prior notice). For this option, your return may record our postal address (PO Box 41, Blacktown NSW 2148), trust account (BSB 062339, Account 11440215) and daytime contact number (1300 768 284) for refund administration.

Non-receipt: If the ATO does not issue a refund to our trust account within thirty (30) days, we may direct debit your account to recover our fees. By authorising lodgment under this option you confirm you have received and accepted the refund estimate, draft return, Tax Invoice and fee quotation.

8. Fee-Paid-Upfront Service

This option is for clients who pay our fees upfront. We provide your nominated bank details to the ATO and the ATO transfers your refund directly to your account (standard time around 7–10 working days, subject to ATO release). If you do not provide bank details, or they are incorrect, we may record our trust-account details and pay you once the ATO releases the refund (no fee charged on release in that case).

8.1 Fees dispute and variation

Payment of upfront fees does not guarantee lodgment. Your return will be checked by an accountant and further information may be requested. Because of additional work, the cost of preparing and lodging may increase; you will be advised if further fees apply. If you decide not to proceed before lodgment, we will refund your fee (see clause 8.2). Fees shown online are indicative; actual fees are determined once all documents are reviewed.

8.2 Fee refund

If you cancel before lodgment, your fee will be fully refunded. If we need further information and you cannot provide it or are not contactable, we will refund your fee and close your file. Once a return is lodged, any fee refund is decided case-by-case; normally a fee refund is not provided after lodgment, except when mututally agreed.

8.3 What you agree by selecting Fee-Paid-Upfront

- You will receive your refund only after the ATO releases it (standard time around 2 weeks; it can take longer depending on ATO processing).
- You will not receive an advance refund in 1 hour.
- Your actual refund may be reduced by any debts (ATO, Centrelink, Child Support, etc.).
- Your refund, income, deductions and our fees may change after you provide full details and we review them.
- Your return will record our daytime contact number (1300 768 284); your postal address and nominated financial details may, by exception, be recorded as ours where necessary for administration.

Disclaimer: Fee-Paid-Upfront is not Fee-from-Refund or the On-Spot advance. Payment of upfront fees does not guarantee lodgment; additional fees may apply for accountant time and verification and must be paid before lodgment. Accountant discretion and these Terms apply.

9. Nominated Bank Account

Providing a bank account is an ATO requirement where a refund is expected; the ATO does not issue cheques for income tax refunds. You must provide correct bank details.

9.1 Incorrect bank account

If you provide an incorrect bank account, you may lose the refund, because the ATO does not verify the authenticity of every account. Please double-check your bank details before lodgment.

9.2 Providing someone else’s bank account

If you provide another person’s account (for example, a family member or friend), it is your responsibility to recover funds from them. Neither the ATO nor we verify the authenticity of a nominated account, and we will pay only to the nominated account. If you provide someone else’s details and lose the money, that loss is yours.

9.3 Posting a cheque

If you do not provide bank details, your details are incorrect, or an EFT is returned to our trust account, payment may be returned to the ATO or a cheque may be posted to you.

10. Taxpayer Substantiation Declaration

For all expenses, deductions and rebates claimed, you confirm that we have advised you of the substantiation requirements. You must keep original receipts, diaries, logbooks and invoices for at least five (5) years from lodgment. You declare that you hold the required evidence and will retain it for that period. Receipts/invoices must show: the supplier’s name and ABN, the amount, any GST, the nature of the goods or services, the date of the expense and the supplier’s address.

- **Work-related expenses:** written evidence is required where total work-related claims exceed $300.
- **Penalties / prosecution:** you acknowledge we have informed you that additional tax, penalties, interest and possible prosecution may apply if details in a return are incorrect or misleading.
- **Income source:** if you are an Australian resident, you must declare income from all sources, in and out of Australia, including net capital gains for the income year.
- **Safe harbour:** to obtain “safe harbour” protection from certain administrative penalties, you must provide us with all relevant taxation information to enable accurate statements to the ATO.

11. Copyright, Trademarks and System Use

Our website and systems contain copyrighted material, trademarks and proprietary information protected by the laws of the Commonwealth of Australia. Except as permitted by law or these Terms, no part of our website or services may be copied, reproduced, redistributed, republished, resold or commercially exploited without our prior written consent. All ownership and proprietary rights are reserved by Advance Accounting Pty Ltd and its suppliers, content providers and licensors.

- You agree not to copy, use or distribute our tax software or trademark/image other than for lodging your own return. Unauthorised duplication, damage or misuse of our software, systems or trademarks is a breach of these Terms and of applicable copyright and trademark law, and we may recover from you the loss and reasonable legal costs we suffer as a result, and seek injunctive relief.
- You must not attempt to compromise the security of our website or systems, including by attempting to access source code, propagating malicious code or interfering with our systems. Such conduct may breach the ***Criminal Code Act 1995*** (Cth) and other laws, and we may pursue all available legal remedies.
- You agree to indemnify us and our officers, employees, contractors, content providers and licensors against claims, liabilities and reasonable expenses (including legal costs) arising from your misuse of our systems or your breach of these Terms, except to the extent caused by our own negligence or breach.

12. Online Estimator for Refund and Fees

Our online estimator of your refund and fees provides an estimate only. The actual refund lodged and fees charged may differ. Your refund may change once an accountant reviews your documents and identifies additional income, expenses or offsets; we will notify you and obtain your authority for changes before lodgment. Fees may vary from the online estimate because of additional accountant time. You accept that small changes to your return may be made by the accountant after checking the ATO pre-fill / STP income statements and after discussion with you.

13. Disputes and Jurisdiction

Contact us first using the details in clause 5.6, and allow at least 14 days for a reply before making a formal complaint. The parties agree that, subject to your non-excludable rights and any applicable external dispute-resolution scheme, disputes will be dealt with in the courts of New South Wales, including the Local Court at Blacktown (1 Kildare Road, Blacktown NSW 2148), and that the laws of New South Wales and the Commonwealth of Australia apply.

If you are not satisfied with our resolution, you may escalate to the TPB. The TPB's complaint process is at tpb.gov.au/complaints, and the public register of tax agents is at tpb.gov.au/public-register.

14. Electronic Lodgment Declaration

Where you elect to use the Electronic Lodgment Service, it is your responsibility to retain your declaration for five (5) years after it is made; penalties may apply for failure to do so.

Privacy: The ATO is authorised by the ***Income Tax Assessment Act 1936***, the ***Income Tax Assessment Act 1997*** and the ***Taxation Administration Act 1953*** to collect this information, which is required by law. The ATO may give this information to other agencies authorised by law to receive it, including Centrelink, Child Support, the Family Assistance Office, the ABS and other Federal/State agencies as required by law.

15. Notices of Assessment and ATO Correspondence

Any ATO letter issued in your name, including a Notice of Assessment, will be forwarded to your postal address, or made available to you, on the day it is received from the ATO. If you do not receive it, request a copy by email to enquiry@taxrefundonspot.com.au and we will provide a soft copy.

16. Providing Identification for Lodgment

You must provide identification documents (for example, driver licence, Medicare card, birth certificate) so we can confirm your identity. This is a mandatory ATO requirement to verify identity and prevent identity theft, consistent with the ATO's proof-of-identity (POI) requirements for tax agents. You authorise us to provide the personal details presented and consent to your information being checked with the document issuer or official record holder via third-party systems (DVS) to confirm your identity. A fee for DVS verification may apply and will be shown in your draft invoice and estimate.

17. Why an Actual Refund May Differ from the Estimate

Your actual refund can be lower than estimated where the ATO receives updated income data from your employers, banks or other payers and assesses on the most recent figures. This commonly occurs between June and August, when the ATO regularly updates income information. As a result, your actual refund may vary from the estimate.

18. Tax Return Approval Process

After you register, a tax accountant will contact you and conduct an interview, usually by video call. The accountant will verify your identity against your face and may ask you to produce two forms of ID (per the ATO list). You will discuss your income and deductions, and provide supporting documents. You will then receive a secure "View and Approve" link containing the Draft Tax Return, Tax Invoice, Draft Tax Calculation before and after our fees, and draft returns for all relevant years, based on the ATO Portal information and the documents you provided. All fees and charges are clearly shown. You upload your ID and provide your bank details, and may message the accountant securely with any queries.

19. Fraud and Unauthorised Lodgment

If someone obtains your personal or taxation information and uses it to lodge a return through us without your authority, notify us immediately by email. We will act urgently — making official complaints to the ATO, police and your bank; seeking recovery of any funds paid; removing the client record from the portal; and flagging the profile as compromised so we do not act on it again. You should also report the matter to the police and the ATO so that the ATO can issue you with a compromised-TFN reference.

20. Identity-Verification Deposit

Where, at any time, we suspect that someone may be misusing a client's identity for taxation purposes, we may take additional steps to confirm identity, which may include verifying your name against the bank details provided (for example, a small verification deposit to your nominated account). This is required because of our strict identity-verification obligations and the fact that ID documents are not always available. We may decline to act where we consider there is a risk of identity fraud.

21. Lodgment Timing and Refund Delays

The ATO only accepts and processes a financial year's returns from 1 July following the end of that year. Where you authorise a return before 1 July, we will lodge it on or after 1 July, and the ATO generally takes around 2–3 weeks from 1 July to release refunds. The ATO may take longer than 2 weeks, and we have no control over ATO processing. Common reasons for delay include debt verification with the ATO, Child Support or Centrelink; income/withholding verification with employers; other income verification; identity-fraud checks; and undisclosed reasons. The ATO is not obliged to disclose the reason for a delay. **We do not guarantee that a refund will issue within any particular time.**

22. Outsourcing and Offshoring of Services

Consistent with TPB Practice Note ***TPB(PN) 2/2018 – Outsourcing and Offshoring of Tax Services*** and Australian Privacy Principle 8, we disclose that some support functions may be performed by staff or contractors located outside Australia. Where this applies, you give your express consent to the disclosure overseas of the limited details necessary to provide your services (for example, your name, mobile number, email, expected refund and our fees/charges).

In practice, a local accountant prepares your draft documents (draft return, tax invoice, calculation sheet and related documents); an offshore call-centre may then contact you to confirm your authority to lodge; and your concerns are referred back to a local accountant for re-estimation and re-issue of draft documents. Our offshore support is provided by SEG Services & Solutions, Inc. (located in the Philippines), or such other provider as we may engage from time to time, under confidentiality obligations. **If you do not wish to give this consent, email us and we will ensure your details are not shared overseas**; we will tell you if this affects our ability to provide a particular service.

23. Standing Authorities and Consents

By engaging us to prepare and lodge your return, you give us the following standing authorities. Each authority may be revoked at any time by emailing us from your registered email address; verbal instructions cannot be accepted because we cannot reliably identify you by phone.

23.1 Authority to add you in Online Services for Agents

You authorise us to add you as our client in Online Services for Agents (more than once if needed) until your return is finalised by the ATO, so that we can monitor progress and respond to ATO queries. The ATO will not deal with us unless you are listed as our client. We will remove you on written request.

23.2 Authority to update bank details in the ATO Portal

After ITR lodgement, you authorise us to update the financial-institution (bank) details recorded in Online Services for Agents to match the details on the return we lodge for you (which may be your account or, where you have selected a trust-account option, our trust account). This is to ensure the ATO refund reaches the correct account promptly, because the ATO does not always carry forward updated details. Any change to FID after first initial change must be authorised by you. You can provide instructions over the phone or via email.

23.3 Authority to lodge an amendment

If you authorise lodgment and the ATO rejects the return because one is already lodged, you authorise us to lodge your details as an amendment, so that your correct personal and income details are reflected. We will contact you (email and phone) before doing so. The ATO generally requires amendments within the relevant amendment period (commonly 2 years for individuals). You may revoke this authority in writing before we lodge.

23.4 Authority to lodge non-lodgement advice

For any year where you authorise us to lodge and you meet the ATO conditions for non-lodgement advice, you authorise us to lodge non-lodgement advice instead of a full return. This is faster, is reflected immediately on your ATO record, and reduces the risk of a failure-to-lodge penalty. You may revoke this authority in writing if you want a full return lodged for all years.

23.5 Income update at lodgement

Where you authorise a return before 1 July, you authorise us to lodge it, once accepted by the ATO, based on the current figures available in ATO records on the lodgement date, without separate authorisation solely for an income update. We will tell you about material changes to your estimate by phone, SMS or email before lodgement.

24. Confirmation of Engagement

If you engage us and use our taxation services, you agree to these Terms & Conditions, which form the basis of the engagement. A separate engagement letter is not issued; your registration and provision of information are treated as acceptance of these Terms. You are free to obtain independent legal advice before engaging us. If you do not agree to any condition, please email us from your registered email and we will close your client record.

Separate registration is not required every year; you are registered once. You must tell us whenever your contact details (email or phone) change, and, as part of ATO procedure, you must verify your identity each time you lodge with us. Acceptance of these Terms is required for the engagement; however, nothing in these Terms removes your non-excludable rights under the Australian Consumer Law or your rights to complain to the TPB or OAIC.

25. Taxpayer Declaration (Given on Authorising Lodgement)

By authorising lodgement, you declare and agree that:

- You will provide correct and complete details of all income, including salary, capital gains, government allowances and pensions, interest, dividends and royalties, and business and foreign income.
- Before authorising lodgement, the relevant provisions of the income tax law applicable to your income and expenses have been explained to you, and you understand that the law imposes heavy penalties and possible prosecution for false or misleading statements.
- You hold the necessary receipts and records for the deductions, offsets and rebates claimed, and will keep them for at least five (5) years; the ATO may impose penalties or prosecution if you cannot provide receipts or if the return is incorrect or misleading.
- All information on your return, including pre-filled information, is true and correct, and all income for the year is included; you have, or expect to obtain within a reasonable time, the evidence to support your claims.
- You are authorised to make this declaration.
- You agree that we may receive ATO correspondence relating to your return until you advise otherwise.
- You have received and reviewed the secure “View and Approve” documents — Draft Tax Return, Tax Invoice, Draft Tax Calculation before and after our fees, and draft returns for all years — and accept the fees and charges shown.
- You authorise your refund to be transferred to our Tax Agent Trust Account where fees are not paid upfront or where you use the advance service, and you will be paid the balance after we deduct our fees and any advance and unpaid prior-year invoices.

- The balance of your refund will be paid to your bank account by EFT (or cheque, at the accountant's discretion) once the ATO releases the refund; EFT/cheque may take 2–3 business days to clear.
- Signing online has the same effect as signing on paper, and authority given by email, digital signature or SMS has the same effect; you are signing of your own free will, are not intoxicated and are not under any pressure.
- You authorise Advance Accounting Pty Ltd (Registered Tax Agent No. 26039082) to prepare and lodge your Income Tax Return with the ATO.
- You accept the additional service fees set out in clause 5.3 ($39 plus GST per overdue invoice; $79 plus GST per ATO call; $99 plus GST for handling an unsolicited refund).
- You have reviewed every page of the return (including any supplementary, business and professional items sections and schedules) and confirm all items are true and correct, understanding that processing may take longer than 2 weeks and that the assessment is made by the ATO.
- You consent to your identity information being checked with the document issuer or official record holder via third-party systems (DVS) to confirm your identity.
- You indemnify us against any loss we suffer arising from false or misleading information you provided for your return.

26. Tax Practitioners Board (TPB) Disclosures

Under the ***Tax Agent Services Act 2009*** and the ***Tax Agent Services (Code of Professional Conduct) Determination 2024*** (which introduced additional obligations from 1 July 2025 for smaller practices), we are required to keep you informed of certain matters and to make the following disclosures.

26.1 Information about the TPB Register

The TPB maintains a public register of registered tax and BAS agents, which also records certain higher-risk matters and sanctions. You can confirm our registration — Advance Accounting Pty Ltd, Registered Tax Agent No. 26039082 — and find other agents at tpb.gov.au/public-register and tpb.gov.au/help-using-tpb-register.

26.2 How to make a complaint to the TPB

You can make a complaint about a tax practitioner (including an unregistered preparer) using the TPB's online form. Information about the complaints process is at tpb.gov.au/complaints.

26.3 Your rights, responsibilities and obligations

Your tax practitioner must advise you of your rights, responsibilities and obligations under the tax law and arising from the services provided. A summary ("Information for Clients") is set out in Appendix 1.

26.4 Prescribed events — disclosure

Under the Determination, if certain prescribed events have occurred involving the tax practitioner within the last 5 years, we must advise you when you enquire about engaging or re-engaging us, or within 30 days of becoming aware. For **Advance Accounting Pty Ltd (Registered Tax Agent No. 26039082)**, the position is as follows:

- Suspended or terminated by the TPB — Not applicable.
- Undischarged bankrupt or went into external administration — Not applicable.
- Convicted of a serious taxation offence — Not applicable.
- Convicted of an offence involving fraud or dishonesty — Not applicable.
- Sentenced to a term of imprisonment in Australia of 6 months or more — Not applicable.
- Penalised, injuncted or subject to an order in relation to promoting or implementing a tax-exploitation scheme — Not applicable.
- Federal Court order to pay a pecuniary penalty for contravening a civil penalty provision under the Act — Not applicable.
- Registration subject to conditions — Not applicable.

26.5 Registration subject to conditions

We will tell you if our registration becomes subject to any conditions, either when you enquire about engaging or re-engaging us or within 30 days of becoming aware of the matter.

26.6 False or misleading statements

Consistent with our obligations under the Code (including in relation to correcting false or misleading statements), if we become aware that a statement made to the ATO or TPB is false, incorrect or misleading in a material way, we will take the steps required of us — which may include working with you to correct it and, in higher-risk cases, withdrawing our services and notifying the ATO or TPB.

27. Transfer of the Practice and Your Records

IMPORTANT — CHANGE OF OWNERSHIP

The tax practice formerly operated by **Xact Taxation Pty Ltd (ABN 49 124 038 946, Registered Tax Agent No. 78339009), trading as Tax Refund on Spot**, has been sold to **Advance Accounting Pty Ltd (ABN 27 640 767 424, Registered Tax Agent No. 26039082)**, effective 24 June 2026. From that date, Advance Accounting Pty Ltd (“we”, “us”, “our”) is responsible for providing the tax agent services previously provided under the Tax Refund on Spot brand, which Advance Accounting Pty Ltd continues to use as a trading name.

These Terms & Conditions replace all previous terms. By registering with us, providing your information, or instructing us to act, you accept these Terms & Conditions. You may verify our registration at any time on the TPB Register at www.tpb.gov.au/public-register.

Notification was posted on footer of our website www.taxrefundonspot.com.au on 24 June and Copy of notification is attached in this document also (Appendix 1).

The Tax Refund on Spot practice has been sold by Xact Taxation Pty Ltd (ABN 49 124 038 946, Registered Tax Agent No. 78339009) to Advance Accounting Pty Ltd (ABN 27 640 767 424, Registered Tax Agent No. 26039082), effective 24 June 2026. This disclosure is made consistent with our obligation to keep clients informed of matters that could reasonably influence your decision to engage or continue to engage a tax practitioner (see TPB(I) 49/2024).

Since we have taken over CRM, software, accounts receivables, website, emails of Xact Taxation Pty Ltd – You may find name (Xact Taxation Pty Ltd) ABN (49124038946) & Tax agent no (78339009) of old company in website, emails or documents. This may happen in initial few months of takeover since it takes time to change the internal systems.

27.1 Your records and privacy

Under Code Item 6 and the Australian Privacy Principles, your information is not disclosed to a third party without your permission unless required by law. Transferring your client file — including documents containing your Tax File Number, which is separately regulated under the ***Privacy (Tax File Number) Rule 2015*** — requires your consent. Your records continue to be held securely and used only to provide you with tax agent services.

27.2 Your options

1. **Consent to the transfer:** continue to be serviced by Advance Accounting Pty Ltd so your tax affairs continue without interruption.
2. **Nominate a different tax agent:** tell us in writing (enquiry@taxrefundonspot.com.au) and we will transfer your records to your nominated agent on their request.
3. **Manage your own affairs:** request a copy of your records and we will provide your file within a reasonable time, consistent with our record-keeping obligations.

27.3 Your ATO registered-agent link

If you continue with us, we will update your registered-agent details with the ATO via Online Services for Agents. This is a routine administrative update and does not affect your obligation to lodge or pay tax. You can manage this yourself via your myGov account linked to the ATO, or contact us for assistance.

27.4 Ongoing confidentiality

Both Xact Taxation Pty Ltd and Advance Accounting Pty Ltd remain bound by the confidentiality and record-keeping obligations under the Code of Professional Conduct and the Privacy Act, before and after the transfer.

28. Ownership of Documents and General Terms

28.1 Ownership of documents

Original documents you provide remain your property. We may retain a reasonable number of copies for our records (for example, PAYG/income statements, payslips, deduction invoices, bank and rental statements, business-income records, work-related receipts, logbooks and diaries), consistent with our legal record-keeping obligations.

28.2 Limitation of liability

To the maximum extent permitted by law, and subject to your non-excludable rights under the Australian Consumer Law and any applicable Professional Standards Scheme, our liability for any claim arising from the services is limited to the resupply of the services or the cost of having the services resupplied, and we are not liable for ATO decisions, ATO delays, government-agency debt recovery, or loss arising from information that was incorrect, incomplete or not disclosed by you. Nothing in these Terms excludes liability that cannot be excluded by law, including liability arising from our own negligence or breach of the Code.

28.3 Severability and variation

If any provision of these Terms is found to be unenforceable, it is severed and the remaining provisions continue in force. We may update these Terms from time to time to reflect changes in the law or our services; the version current at the time of your engagement or next lodgement applies, and material changes will be notified to you or published on our website.

28.4 Governing law

These Terms are governed by the laws of New South Wales and the Commonwealth of Australia.

Part B — Privacy Policy

Advance Accounting Pty Ltd (ABN 27 640 767 424), trading as Tax Refund on Spot, respects your privacy and complies with the Australian Privacy Principles in the ***Privacy Act 1988*** (Cth) and, in relation to Tax File Numbers, the ***Privacy (Tax File Number) Rule 2015***. This policy explains how we collect and handle your personal information.

1. We respect your privacy

- “Personal information” is information we hold that identifies you or from which you are reasonably identifiable.

2. Collection of personal information

- We receive and store personal information you enter on our website, provide directly, or give to us in other forms.
- We verify the authenticity of ID documents through our third-party DVS provider.
- We may verify the name on bank details provided, including by a verification deposit or other means.
- You may provide basic information (name, phone, address, email) so we can provide updates and process your service. We may collect additional information when you provide feedback, give information about your affairs, change preferences, respond to surveys/promotions, provide financial details, or contact support.
- We may also collect any other information you provide while interacting with us.

3. How we collect your personal information

- We collect personal information when you interact with us electronically or in person, when you use our website, and when we provide services. We may receive information from third parties and will protect it under this policy.

4. Use of your personal information

- We use personal information to provide information, updates and services, to tell you about relevant products and services, and to improve our services.
- We may contact you by phone, email, SMS or mail.
- Once you register, you may receive daily notifications (SMS/email) for missing information or approvals; you can opt out of marketing as described in clause 2.1 of Part A.

5. Disclosure of your personal information

- With your consent (see clause 22 of Part A), some processing may occur overseas; we take reasonable steps to ensure overseas recipients handle your information consistently with the Australian Privacy Principles.
- We may disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, or law-enforcement request.
- We may use information to protect the rights, property or safety of Advance Accounting Pty Ltd, our website, customers or third parties.

- Information may from time to time be processed outside Australia.
- If there is a change of control or sale/transfer of business assets, we may transfer our databases (including personal information) to a purchaser under confidentiality arrangements, to the extent permitted by law.
- By providing personal information, you consent to this policy and the disclosures it describes; where we disclose to third parties, we ask them to handle your information consistently with this policy.

6. Security of your personal information

- We use physical, electronic and managerial measures to protect your information from misuse, interference, loss and unauthorised access, modification or disclosure.

7. Access to and correction of your information

- You may request access to the personal information we hold about you under the Privacy Act; a small administrative fee may apply. If you believe information is inaccurate, out of date, incomplete, irrelevant or misleading, email enquiry@taxrefundonspot.com.au and we will correct it. We may refuse access in limited circumstances permitted by the Privacy Act and will give reasons.

8. Complaints about privacy

- Send privacy complaints to PO Box 41, Blacktown NSW 2148, or enquiry@taxrefundonspot.com.au. We will respond within a reasonable time. If you are not satisfied, you may complain to the Office of the Australian Information Commissioner at oaic.gov.au.

9. Changes to this Privacy Policy

- We may update this policy from time to time. Updates take effect when posted on our website. Please review it periodically.

10. Website, cookies and third-party sites

- When you visit our website we may collect information such as browser type and operating system, used in aggregate to improve our service.
- We may use cookies to analyse traffic and improve your experience, and cookies may be used to serve relevant ads through third-party services (for example, Google Ads, Facebook). You can reject cookies via your browser settings, though some features may not work.

Appendix 1 — Copy of Notification 24 June 2026 on our website

Advance Accounting Pty Ltd

ABN: 27 640 767 424
Registered Tax Agent No. 26039082
Blacktown: Level 1, 6 Main Street, Blacktown NSW 2148
Ph: 1300 768 284
Web: www.taxrefundonspot.com.au   Email: enquiry@taxrefundonspot.com.au

24 June 2026

Dear Client

Subject: Important Notice — Advance Accounting Pty Ltd has acquired the tax practice of Xact Taxation Pty Ltd (t/as Tax Refund on Spot, RAN 78339009)

Advance Accounting Pty Ltd (ABN 27 640 767 424, Registered Tax Agent No. 26039082) is pleased to welcome you as a client. We have purchased the tax practice of Xact Taxation Pty Ltd, trading as Tax Refund on Spot (ABN 49 124 038 946, Registered Tax Agent No. 78339009), with effect from 24 June 2026. This notice explains what the change means for you, your rights, and the options available to you.

1. Why you are receiving this notice

As registered tax practitioners, both the previous practice and Advance Accounting Pty Ltd are required under the *Tax Agent Services Act 2009* and the Tax Practitioners Board (TPB) Code of Professional Conduct (as set out in the *Tax Agent Services (Code of Professional Conduct) Determination 2024*) to keep clients informed of any matter that could reasonably be expected to influence your decision to engage, or continue to engage, a tax practitioner. The sale and purchase of this practice is such a matter. The TPB's guidance on this obligation is set out in TPB(I) 49/2024, *Keeping your clients informed* (www.tpb.gov.au). We are providing this information so that you can make an informed decision about who looks after your tax affairs.

2. Who we are and who will look after your tax affairs

From 24 June 2026, Advance Accounting Pty Ltd assumes responsibility for the tax agent services previously provided to you by Tax Refund on Spot. Advance Accounting Pty Ltd is a registered tax agent with the TPB (Registration No. 26039082). You can verify our registration at any time using the TPB Register at www.tpb.gov.au/public-register.

Our team has many years of experience handling tax affairs like yours. To ensure continuity of service, we expect that members of the existing Tax Refund on Spot accounting team will continue to assist you, so there is minimal disruption to the service you receive.

3. Your client records and privacy

Under Code Item 6 of the Code of Professional Conduct, a tax practitioner must not disclose your information to a third party without your permission, unless there is a legal duty to do so. The transfer of your client file — including any documents containing your Tax File Number (TFN), which is separately protected under the *Privacy (Tax File Number) Rule 2015* — is also governed by the Australian Privacy Principles under the *Privacy Act 1988*.

Your records (including historical tax records, correspondence, and documents lodged with the Australian Taxation Office (ATO) on your behalf) will continue to be held securely and used only for the purpose of providing you with tax agent services. We will only access and use your records on the basis of your consent, as described below.

4. Your options

1. **Continue with us (consent to the transfer):** If you are happy for Advance Accounting Pty Ltd to act as your tax agent and to hold your transferred records, no action is required. If we do not hear from you by 28 June 2026, we will take this as your consent to continue, so that your tax affairs continue without interruption.
2. **Nominate a different tax agent:** If you would prefer to use another tax agent, simply let us know in writing at enquiry@taxrefundonspot.com.au, and we will transfer your records to your nominated agent upon their request.
3. **Request a copy of your records:** You may ask us for a copy of your file and manage your own tax affairs. Contact us and we will provide your records within a reasonable time, consistent with our record-keeping obligations.

5. Your ATO registered agent link and client-to-agent linking

So that we can act for you, your ATO registered agent details will be updated to Advance Accounting Pty Ltd via Online Services for Agents. This is a routine administrative step and does not change your obligations to lodge or pay any tax.

The ATO's client-to-agent linking rules require most entities that have an Australian Business Number (ABN) — for example, companies, trusts and partnerships — to formally nominate their tax agent through Online Services for Business before we can be added as your agent. **Individuals and sole traders are not required to use the agent nomination process.** If you operate through an entity with an ABN and need to nominate us, we will provide you with step-by-step instructions; please note a nomination must be actioned by us within 28 days. You can read more about agent nomination at www.ato.gov.au/agentnomination.

6. Confidentiality and ongoing obligations

Both Xact Taxation Pty Ltd (Tax Refund on Spot) and Advance Accounting Pty Ltd remain bound by the confidentiality and record-keeping obligations under the Code of Professional Conduct and the *Privacy Act 1988*, both before and after the transfer of ownership.

7. Questions

If you have any questions about this change, or wish to discuss your options, please contact us on 1300 768 284 or at enquiry@taxrefundonspot.com.au before 28 June 2026.

Thank you for your trust. We look forward to continuing to provide you with the same high standard of service.

Yours sincerely,

Advance Accounting Pty Ltd
Registered Tax Agent No. 26039082
ABN: 27 640 767 424

TERMS AND CONDITIONS — ADDITIONAL CLAUSE

Assignment of Accounts Receivable and Right of Set-Off

CLAUSE 29 — ASSIGNMENT OF ACCOUNTS RECEIVABLE AND RIGHT OF SET-OFF

Clause 29.1 — Assignment of Accounts Receivable

Clients of **Xact Taxation Pty Ltd** (A.C.N 124038946) ("**Xact Taxation**") are hereby notified that, with effect from 24 June 2026 ("**Assignment Date**"), all accounts receivable, outstanding invoices, and debts owed by clients to Xact Taxation in respect of tax agent services and related professional services rendered prior to the Assignment Date have been assigned to and are now held by **Advance Accounting Pty Ltd** (A.C.N 640 767 424) ("**Advance Accounting**"), a registered tax agent under the *Tax Agent Services Act 2009* (Cth) (TPB Registration No. 26039082).

Clause 29.2 — Obligation to Pay

With effect from the Assignment Date, all clients of Xact Taxation who have outstanding amounts payable to Xact Taxation are required to direct all payments in respect of such outstanding amounts to Advance Accounting. Payment to Advance Accounting in respect of any assigned debt shall constitute a full and valid discharge of the client's obligation to Xact Taxation in respect of that debt.

Clause 29.3 — Collection of Assigned Debts

Advance Accounting is authorised to demand, collect, enforce, and give receipts for all debts and amounts assigned to it under Clause 29.1. Clients are requested to direct all enquiries in respect of outstanding invoices previously issued by Xact Taxation to Advance Accounting at **Enquiry@taxrefundonspot.com.au**.

Clause 29.4 — Trust Account and Right of Set-Off

Where Advance Accounting receives monies into its trust bank account on behalf of a client — including, but not limited to, tax refunds, credits, or other amounts remitted by the Australian Taxation Office ("**ATO**") — Advance Accounting hereby reserves the right to deduct from such trust monies any amounts owing by the client in respect of:

(a) overdue invoices issued by Xact Taxation Pty Ltd for professional services rendered prior to the Assignment Date; and/or

(b) fees for services rendered by Advance Accounting in connection with any ongoing engagement, provided that Advance Accounting shall, prior to making any such deduction:

(i) retain sufficient records of the deduction and notify the client in writing of the amount deducted, the balance remitted to the client (if any), and the reason for the deduction;

(ii) comply at all times with the trust account obligations imposed under the *Tax Agent Services Act 2009* (Cth), the TPB's Code of Professional Conduct, and any applicable state or territory legislation governing trust accounts; and

(iv) not apply monies held in trust for purposes unrelated to the client's matter without the client's informed written consent, save for the deduction of overdue fees as permitted by this clause.

Clause 29.5 — Client Disclosure and Consent

By continuing to engage the services of Advance Accounting or by failing to object in writing within **fourteen (14) days** of the date of this notice, clients acknowledge and agree to:

(a) the assignment of Xact Taxation's accounts receivable to Advance Accounting as described in this clause;

(b) Advance Accounting's right to deduct overdue amounts from trust monies received on the client's behalf

Clause 29.6 — Disputes

Any client who disputes an outstanding invoice assigned to Advance Accounting under this clause should notify Advance Accounting in writing at enquiry@taxrefundonspot.com.au within **thirty (30) days** of receipt of this notice or the relevant invoice. Advance Accounting will endeavour to resolve all disputes in accordance with its internal complaints handling procedure and, where required, in compliance with the TPB's dispute resolution framework.

Appendix 2 — Information for Clients (TPB)

This factsheet summarises your obligations to the ATO and your tax practitioner's obligations to you, the TPB and the ATO. For further information see tpb.gov.au and ato.gov.au.

Your obligations

- Be truthful with the information you provide your tax practitioner.
- Keep the required records and provide them on a timely basis.
- Be co-operative with reasonable requests and meet agreed due dates.
- Comply with the tax laws.

If you do not meet your obligations

- The ATO may impose administrative penalties (fines) and interest charges, initiate debt recovery, and, in some cases, seek criminal prosecution.

Your tax practitioner's obligations include

- Act honestly and with integrity and uphold the ethical standards of the profession.
- Act lawfully in your best interests and manage any conflicts of interest.
- Take reasonable care to ascertain your circumstances and apply the tax laws correctly.
- Keep your information confidential unless there is a legal duty to disclose.
- Provide services competently and not knowingly obstruct the administration of the tax laws.
- Advise you of your rights and obligations under the tax laws and account to you for money or property held on trust.
- Not make false or misleading statements to the TPB or ATO, and in some cases withdraw services and notify the TPB or ATO.
- Keep proper records and keep you informed of certain matters so you can make informed decisions.
- Address false or misleading statements, exploring options to correct them, and in higher-risk cases withdraw services and notify the ATO or TPB.

If your tax practitioner does not meet their obligations

- Their registration may be suspended or terminated; they may receive a caution or TPB orders (such as further education or supervision); or have fines imposed by the Federal Court. Your tax matters may be subject to enquiries or audits, and any shortfalls may attract penalties and interest.

What you should expect from your tax practitioner

- They will ask questions to understand your situation; may ask for evidence of your claims; will not act illegally; and will advise you of your obligations under the tax laws.

Advance Accounting Pty Ltd
Trading as Tax Refund on Spot | ABN 27 640 767 424 | Registered Tax Agent No. 26039082
Level 1, 6 Main Street, Blacktown NSW 2148 | PO Box 41, Blacktown NSW 2148
Ph: 1300 768 284 | www.taxrefundonspot.com.au | enquiry@taxrefundonspot.com.au

These Terms & Conditions are effective from 24 June 2026 and replace all previous terms. This document is provided for engagement purposes; we recommend it be reviewed by your legal adviser before engaging us.