

Acceptance of Terms and Conditions of Business:

The following terms and conditions apply to your use of this website and are binding upon you. By visiting our website, or ordering our products or engaging our services, you agree and accept all of these terms and conditions.

Definitions:

“**Agreement**” or “**engagement**” of services means the same thing and includes these terms and conditions, any email correspondence relating to our engagement and the scope of services agreed to be performed, any online order form submitted by you and the fees agreed to be paid for those services or products.

“**You**”, “**your**”, “**the client**” refers to the **company** or **companies** this engagement relates to, including the person(s) or accounting practice who have engaged CorpSec Services on behalf of the company/ies and any additional person who has instructed us on behalf of the company/ies.

“**Company**” or “**entity**” can also refer to groups of companies or entities that have engaged CorpSec Services.

“**We**”, “**us**” or “**our**” refers to CorpSec Services or CorpSec Services Pty Ltd, ABN: 40 638 439 111.

“**Services**” means the Services agreed in writing to be provided to you, the client, or the services offered via our online order forms.

“**Annual Company Statement**” refers to the company statement issued by ASIC to each company shortly after its Annual Review Date;

“**Annual Review Date**” means the anniversary of a company’s incorporation date or amended Annual Review Date (as approved by ASIC).

“**Existing company/ies**” means any company that was not registered by CorpSec Services and was in existence before we were appointed as your ASIC agent.

ASIC Agent:

1. If you instruct us to act as your ASIC agent, we will lodge the relevant ASIC form to appoint CorpSec Services as your agent and our appointment will continue until you request that we cease as your agent or we are removed either by you or a third party. By instructing us to be your ASIC agent, you acknowledge that our appointment will automatically remove any previously appointed agent;

ASIC Registered Agent Service /Annual Subscription Package:

2. The ASIC Registered Agent Service (which includes the Annual Subscription package) is an annual subscription commencing from the date of our appointment as ASIC agent and reoccurring until cancelled;
3. You can cancel your Annual Subscription at any time by instructing us in writing;
4. The Annual Subscription includes receiving and processing the company’s Annual Company Statement, preparation of Solvency Resolution & provision of ASIC annual review fee (‘Annual Review Package’);
5. If you remove us as ASIC agent or do anything to cause us to be removed, we will no longer receive your company’s/ies Annual Review paperwork from ASIC and may not be able to process the Annual Company Statement in the usual way;
6. Our service fee excludes payment of the Annual Company Statement ASIC fee, which is to be paid directly to ASIC in accordance with the payment terms stipulated by ASIC;
7. We will process and send you the Annual Review paperwork within 1 week of your company’s/ies Annual Review Date;
8. If you appoint us as ASIC agent, we will maintain your company’s Corporate Registers in electronic form from the date of our appointment as ASIC Agent. The original signed ASIC forms and related minutes or resolutions relating to the company’s statutory register should be retained by you;
9. In order to maintain accurate and complete corporate records on your company’s behalf, we will require electronic copies of signed documents to be returned to us for proper recordkeeping.

Company Changes/Corporate Key:

10. The current Corporate Key of the company will be required for lodgement of company changes, if we are not appointed as your ASIC agent.
11. No additional cost is levied for our temporary appointment as ASIC agent to facilitate the lodgement of a company change form. Unless engaged for our ongoing Annual Subscription Package, we will immediately remove ourselves as ASIC agent following the lodgement.

Hard Copy Corporate Registers:

12. Our service does not include keeping or maintaining hard copy corporate registers, unless explicitly agreed. If you maintain a hard copy corporate register, the original signed forms, minutes and supporting documents should be retained and filed in the register and kept in your possession.

Existing Companies:

13. For Existing Companies, any request for CorpSec Services to reconstruct and maintain the historical company details (company details prior to our appointment as ASIC agent) as part of the maintenance of the company's electronic corporate registers, may incur additional fees.

Prices and Payment terms:

14. All prices or fees quoted on this website are denoted in Australian dollars and exclude GST;
15. Our services offered online via our order forms require payment at time of ordering. For other agreed services, we will bill you upon completion or lodgement by sending you a tax invoice with a detailed description of the Scope of the Services provided;
16. For invoiced services, our payment terms are 14 days from the date of the invoice;
17. Overdue accounts will attract late fees as follows: 30 days -\$5, 40 days - \$10, 60 days - \$15, 90 days - \$20. You will also be liable for any debt recovery expenses relating to the payment of your outstanding account;
18. We may terminate any prior agreement between CorpSec Services and you, due to non-payment of our professional fees of more than 40 days after the date of issue of a tax invoice;
19. Alternate terms of trade may be agreed between us and approved legal firms, financial planners and accountants who establish an account and agreed trading terms;
20. We accept payment via bank transfer and credit card. Funds sent by bank transfer will need to be cleared before online orders are processed or a receipt of transfer provided.

Disbursements:

21. Any direct expenses incurred in connection with the provision of our services will be passed on to you, the client, based on the cost incurred, for example, ASIC fees, company searches, director searches.

Group / Volume Discounts:

22. For groups of 6 or more companies, CorpSec Services will discuss and may agree to a volume discount to allow for synergies between groups of companies. High volume discounts are also available for accounting and legal firms wanting to outsource their company compliance or corporate secretarial services.

ASIC Fees:

23. We will remind you of your ASIC deadlines to avoid incurring late fees, but we are not responsible for any ASIC fees you incur as a result of your failure to pay the ASIC fees by the due date;
24. If your company is likely to incur an ASIC late fee or penalty in connection with a lodgement, we will advise you accordingly prior to lodgement with ASIC;
25. You are responsible for any ASIC late fees incurred due to your actions. These actions include, delaying the return of signed documents to facilitate lodgement or advising us of company changes more than the prescribed period stipulated by ASIC for lodgement.

Additional Corporate Secretarial Services:

26. You can instruct us to provide additional corporate secretarial services at any time after our initial engagement. These services can include stand-alone resolutions to support company decisions, such as approval of financial statements, declaration of dividends etc. Business name registrations, ATO registrations, MVDs, company health checks, etc. In each case, we would seek to agree the terms of the provisions of these additional secretarial services with you in writing prior to the commencement of such work.

Our Services (general):

27. Our non-standard fees are determined based on the estimated time involved to provide a particular service;
28. If we anticipate that additional fees are warranted over and above our quoted fees, due to the complexity of your particular request, we will shall inform you of the reasons and applicable increase of associated fees;
29. Our services are performed based on the data and information provided by you being accurate and we can rely on this information being correct. If additional work is required resulting from inaccurate information provided by you, additional fees may be charged;
30. In accordance with ASIC's Electronic Lodgement Protocol, we are not able to proceed with the lodgement of ASIC forms without the prior signature/approval of the ASIC form(s) by a director or secretary or authorised person of the company/ies;
31. The officeholders of the company/ies are ultimately responsible for ensuring that the company/ies pay any ASIC fees due and are responsible for notifying ASIC of any changes to the company or directors' details within the legally prescribed period;
32. CorpSec Services does not provide legal, accounting or tax advice. A qualified lawyer or registered tax agent or accountant should be consulted to confirm any specific requirements you may have. We encourage you to seek your own legal or taxation advice before instructing us to implement changes or register legal entities. Our Services are designed to provide corporate secretarial assistance based on your instructions and therefore we take no responsibility for any liabilities incurred;
33. If the product or service is referred back to us due to an error on the part of the you, the client, and we have complied with the original instructions and directions from you, we reserve the right to charge an additional fee that fairly reflects the time and expertise required to amend the error. We are not responsible for any error or loss due to a client's mistake or misunderstanding of the Law.

New Company Registrations:

34. In respect of the new company registrations, the information required to incorporate a new company will be agreed in writing with you before we proceed to register the proposed company/ies;
35. New registrations incur an ASIC fee at time of registration. You acknowledge that CorpSec Services will incur this fee on your behalf at time of lodgement. Accordingly, we require payment of our company registration fees and the ASIC registration fee before we can proceed with the registration.

Members' Voluntary Deregistrations (MVD):

36. In respect of Member's Voluntary Deregistrations (MVD), we will inform you regarding the criteria for using this process to strike off your company, but you are responsible for ensuring your company meets the criteria. Our standard fee does not include winding up a trust, nor a capital reduction or cleaning up a balance sheet to meet the criteria;
37. We will need to be appointed as your ASIC agent in order to manage the MVD process on your behalf. No additional cost is charged regarding our appointment as ASIC agent to facilitate the MVD process;
38. MVDs incur an ASIC fee at time of lodgement with ASIC. You acknowledge that CorpSec Services will incur this fee on your behalf at time of lodgement. Accordingly, we require payment of our MVD service fees (which includes the ASIC application fee) before we can proceed with the lodgement.

Third Parties:

39. We have the right to engage or use products or services provided by third parties to enable us to deliver the Services we have agreed to provide.

Amendments to these Terms & Conditions:

40. We reserve the right to amend these terms and conditions of business, from time to time, without notice to you or to any other person. Any amended terms and conditions become binding immediately they are posted on our website.

Indemnity:

41. It is your responsibility to:
 - o familiarise yourself with the contents of any product or service we provide; and
 - o ensure that the contents of any product or service we provide is appropriate for you or your client's circumstances;CorpSec Services accepts no responsibility for any loss or damage arising out of your failure to do so.