

Fine Print

## Description

# Terms & Conditions

## Privacy Policy

Diamond Business Advisory Pty Ltd and the brands controlled by the Diamond Business Advisory Pty Ltd (including Diamond Advisory, Smart Accounting Learn Smart, Profitology, Exitology and Cashflowology) are referred to below as the "Company". Diamond Business Advisory Pty Ltd is the relevant legal entity; consequently all these terms and conditions apply accordingly.

These policies are current as at **1 April 2020**, and are subject to change without notice; nevertheless we have tried to make them as clear and user friendly as possible.

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## Engagement Terms and Conditions

*The text below is the same as the Terms and Conditions you will receive, along with an engagement letter, before you start working with Diamond Advisory.*

### Hiring an Informal CFO

You receive Diamond Business Advisory informal CFO services based on your instruction. Which means if you want something done, you must first agree to these Terms and Conditions by signing and returning an Engagement Letter, and confirming what you need in writing (emails are fine). If you request something, and it is undertaken, then you will be liable to pay for the cost of doing so, as set out later. You will of course receive recommendations about what the best course of action may be, however these recommendations will always need your approval and instructions before proceeding. Generally you will receive correspondence and reports in writing, sent as both email and letters.

While most matters are easily handled, sometimes the advice of external experts or specialist advisers may be needed to achieve the best outcome for your business. Your prior approval will always be sought and an estimate of the likely charge will be obtained before any commitment is made.

### Services Available

You receive Diamond Advisory part-time CFO services, which include analysis, advice and projects that can cover any, or all, of the following seven key areas of your business:

- Cashflow release and management
- Revenue optimisation - pricing and product mixes
- Cost reduction - supplier reviews, improvement of efficiencies, reduction of waste and rework
- Reporting, dashboards and KPIs
- Business strategy, business planning, forecasting and budgeting, what-if analysis

- Governance – reviewing and managing staff, inventory, quality, risks etc
- Value realisation – getting exit ready, and selling for the best possible price

### **Free Advice**

In line with the commitment to excellent customer service, free advice will be given to all clients on any matter that can be read and replied to within five minutes or answered directly over the phone without research.

For those matters that require further research or follow-up advice, you will receive an estimate of the time involved for your approval to proceed.

### **Work Scheduling**

Your work and queries will be attended to as promptly as possible. Unfortunately sometimes, due to circumstances outside day-to-day control, this speed can prove difficult. Work is scheduled at least two weeks in advance so if you have a specific project that requires urgent attention, please include that in your request so it can be started as soon as possible.

If you are late or slow in providing information, you will remain responsible for any resultant late fines penalties or penalties you may incur to third parties.

### **Customer Care Policy**

It is the policy of this Company to strive to give you the very best of customer care throughout every engagement. If any part of the project should fail to meet your expectations in this area we would welcome your feedback.

As a Member of CPA Australia this Company is subject to tri-annual Quality Assurance Reviews. The most recent review was passed with commendation.

### **Fees**

It is critical to the success of our relationship that there is a clear understanding of how you will be charged for these services. You will either receive a fixed price quote for approval prior to work commencing, or you can choose to work on a "time expended" basis. If the work you request cannot be accurately quoted, then you will be charged on a time expended basis at intervals of 15 minute units (refer below). The rate used depends on the type of work being requested and even in this case you will generally receive an indication in advance as to what the costs might be.

Engagements and quotes use the following fee schedule (including GST) taking into account the level of expertise required:

1. Document Retrieval \$55.00 per document
2. Administration \$110 per hour
3. Consulting \$220 per hour
4. Consulting \$1200 per day

If the time spent is less than an hour, you will be charged the relevant hourly rate pro-rated to within 15 minutes, or multiples thereof.

If for any reason all the work contained in a quote is unable to be completed, then you will be liable to pay for the cost of the work up to the point that we became unable to complete the work.

You will receive bills regularly, they are payable within 14 days after the date they bear. If you do not pay that bill within the 14 days, you will be charged interest at rate 4% higher than that prescribed in section 2 of the Penalty Interest Rates Act 1983 (Vic).

Priority is given to clients whose accounts are in order, and should your balance reach over \$10,000 your work may be suspended until such time as your account is in order (in such cases we will also retain any papers or documents provided in the course of the engagement).

Upon acceptance and signing of their Engagement Letter the owners/directors of the business personally guarantee the payment of all accounts for professional fees, including out-of-pocket expenses rendered by us from time to time.

### **Payment Options**

All services are charged on either an upfront or on completion basis or a combination of both. You can pay using cash, cheques, MasterCard, Visa or Bankcard, Paypal and, of course, Electronic Funds Transfer (EFT).

### **Ensuring secure billing transactions**

You may be asked to supply certain credit card and billing information in order to purchase Diamond Business Advisory products and services. If that is the case the information is transferred, using the most secure transmission technology, to Paypal for processing. The information is then encrypted using Data Encryption Standard 3 (Triple DES) and securely stored to handle your transactions. Your credit card information is not stored on the premises, website or in this database. No record is kept by this Company of your credit card information.

### **What if I have problems paying my fees?**

Occasionally snags in fee payments sometimes occur. Should this arise please communicate the issue immediately so an alternative structure or payment arrangement can be started. Interest may be charged on overdue payments at the rate of 15% pa (calculated daily) and this interest liability merges with the outstanding fees and becomes one debt. Should legal action be necessary all legal fees incurred in recovering debt must be met by the client and merge with the outstanding fees to become one debt.

### **Document Storage**

The final copies of all documents prepared for you, together with any original documents supplied during the engagement, shall be the property of you. Any other documents brought into existence, including drafts, time-sheets, working notes, etc., shall remain the property of Diamond Business Advisory at all times.

### **Referrals**

Should you request the contact details for other professionals we will provide the details as a matter of courtesy and not as a specific endorsement of the firm in question.

### **Changes to these Engagement Terms and Conditions**

The Company may modify or amend these Engagement Terms and Conditions from time to time at the Company discretion. When the Company make changes, the Company will amend the revision date at the top of this page, and such modified or amended Engagement Terms and Conditions shall be effective as of that revision date. It is your responsibility to be aware of any such revised Engagement Terms and Conditions by checking this webpage. Your continued use of our services following changes to these Engagement Terms and Conditions constitutes your agreement to the revised Engagement Terms and Conditions.

## **Privacy Statement**

*Our Privacy Statement explains that Diamond Business Advisory will never sell information, nor release any of your details to third parties without your express consent.*

Diamond Business Advisory Pty Ltd and those entities controlled by the Diamond Business Advisory Pty Ltd ACN 110 306 815 (including Diamond Advisory, Learn Smart, Smart Accounting, Profitology, Exitology and Cashflowology referred to below as "the Company") are committed to protecting your privacy and handling personal, sensitive and special categories of information in an open and transparent way.

The following privacy statement explains how personal information is collected and handled when you receive professional services and how the visitors' information is protected and gathered via the web pages of the [diamondadvisory.com.au](http://diamondadvisory.com.au) website. By using this website you agree to the use of such information in accordance with

this privacy statement.

The Company is bound by the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles set out in that Act. The Company also maintains an internal privacy policy, engagement letters and standard terms and conditions governing the delivery of professional services.

This privacy statement may be supplemented or amended from time to time by privacy statements that are specific to certain areas of this website

If you have any questions or concerns regarding this privacy statement, please contact the **Privacy Officer** using the contact details below.

- Attention: Legal Manager & Privacy
- Diamond Business Advisory Pty Ltd
- 7 Albert Street
- Clunes VIC 3370 Australia
- Telephone: +61 (0) 488 196 888
- Email: info@diamondadvisory.com.au

This site collects standard internet log information including your IP address, browser type and language, access times, and referring website addresses. To ensure that this Website is well managed and to facilitate improved navigation, the Company or the Company's service providers may also use cookies (small text files stored in a user's browser), or Web beacons (electronic images that allow this Website to count visitors who have accessed a particular page and to access certain cookies) to collect aggregate data. Additional information on how the Company use cookies and other tracking technologies and how you can control these can be found in the Company cookie notice.

### **Information collection**

Generally the Company collects personal information directly from you when you become a client to provide professional services. The types of personal information the Company collects during this process includes, but is not limited to, contact details, dates of birth, gender, employment records, financial records and complaint details. On occasion the Company may also collect government identifiers such as drivers' licences, passport and Medicare numbers, visa and work permit status. The Company may also collect sensitive and special categories of personal information directly from clients to provide professional services. The types of special categories of personal and sensitive information that the Company may collect includes, but is not limited to, tax file numbers, health records, information regarding racial or ethnic origins, criminal convictions, and membership of a political association or membership of a trade unions. In some instances it may be necessary to collect personal, sensitive and special categories of information from clients that relates to their employees, members, customers, third parties their spouse and dependants to provide professional services. In those circumstances the Company rely on clients to only provide us with information that they have handled in accordance with the Privacy Act, including obtaining any necessary consent for us to collect, use and disclose that information. The Company may also collect personal information that is publicly available.

As a visitor to this website, you do not have to submit any personal information in order to use it. This website only collects personal information that is specifically and voluntarily provided by visitors who choose to register or create a user profile on this website & for instance, to gain access to specific content, attend a hosted event, respond to a quiz or survey, or request communications about specific areas of interest. Such information may consist of, but is not limited to, your name, current job title, company address, email address and telephone numbers.

### **Holding personal information**

The Company hold personal, sensitive and special categories of information in hard copy and electronic formats. The Company have in place reasonable commercial standards of technology and operational security to protect the information held. The Company may also store and maintain any content that you provide using this website, including but not limited to postings on any blogs, and other social media applications and services that are provided.

## **Information use**

The Company use personal, sensitive and special categories of information to provide agreed services to clients. Any personal information you provide may also be used for marketing purposes, or to send promotional materials, thought leadership or communications regarding services provided by us or other entities within the Diamond Business Advisory Network that the Company feel may be of interest. The Company may also seek feedback on services or for market or other research purposes. Any the information you submit directly via the website will be used to manage your request and to customise and improve this website and related services offered to you. If you do not want to receive marketing materials from us, you can unsubscribe.

## **Disclosure of information to third parties**

The Company may also be required to disclose personal and sensitive information to law enforcement, regulatory, or other government agencies, or to other third parties, to comply with legal or regulatory obligations or requests. By providing information through this website, you are consenting to the disclosures described above.

## **Blogs, forums, and other social media**

This website may host various blogs, forums, and other social media applications or services that allow you to share content with other users (collectively â??**Social Media Applications**â?•). Any personal information or other information that you contribute to any Social Media Application can be read, collected, and used by other users of that Social Media Application over whom the Company have little or no control. Therefore, the Company is not responsible for any other userâ??s use, misuse, or misappropriation of any personal information or other information that you contribute to any Social Media Application.

## **Access to information**

You may access your personal, sensitive and special categories of information, which the Company hold, and seek to correct that information where necessary. To request access to or correct your personal information, you can contact Diamond Business Advisoryâ??s privacy team (listed above). In all cases the Company will treat requests to access or change information in accordance with applicable legal requirements. If you have created a user profile, you can access this profile at any time to amend your personal information or unsubscribe. Visitors who choose to register with this website may access their user profile, correct and update their details, or unsubscribe at any time. Visitors who have any problem accessing their profiles, or would like to request a copy of their personal information should contact Privacy Officer (listed above).

## **Information Security**

The Company have in place reasonable commercial standards of technology and operational security to protect all information provided by visitors via this website from unauthorised access, disclosure, alteration, or destruction.

## **Childrenâ??s privacy protection**

The Company understand the importance of protecting childrenâ??s privacy in the interactive online world. This Website is not designed for or intentionally targeted at children 13 years of age or younger. It is not the Company policy to intentionally collect or maintain information about anyone under the age of 13.

## **Privacy Officer**

If you have any questions or concerns regarding your privacy, or you would like to make a comment on the effectiveness of this Privacy Statement, please direct them to the Privacy Officer (listed above)

## **Changes to this Privacy Statement**

The Company may modify or amend this Privacy Statement from time to time at the Company discretion. When the Company make changes to this Statement, the Company will amend the revision date at the top of this page, and such modified or amended Privacy Statement shall be effective as of that revision date. The Company encourage you to periodically review this Privacy Statement to be informed about how the Company is protecting your information. It

is your responsibility to be aware of any such revised Policy Statement by checking this webpage. Your continued use of this Website following changes to this Policy Statement constitutes your agreement to the revised Policy Statement.

## Website Terms of Use

*This site is for information purposes only.*

This website located and accessed at the [www.diamondadvisory.com.au](http://www.diamondadvisory.com.au) (This Site) is owned and operated by Diamond Business Advisory Pty Ltd (Our Company) and, although we take the best possible care, we are not liable for the and decisions made, or activities undertaken as a result of the information presented on this site.

### Automatic Acceptance of these Terms

Your access to this website is conditional upon your acceptance and compliance with the terms, conditions, notices, statements and disclaimers contained on this website (known collectively as the Website Terms of Use).

Your use of and/or access to this website constitutes your acceptance of the Terms of Website Use. If you do not agree to these Terms of Use, then you are not allowed to use this Website and should immediately terminate such usage.

### Use of Content; Restrictions; Privacy Statement

Unless otherwise indicated in the relevant content, and on the condition that you comply with all of your obligations under these Terms of Use, you are authorised to view, copy, print, and distribute (but not modify) the content on this Website; provided that (i) such use is for informational, noncommercial purposes only, and (ii) any copy of the content that you make must include the copyright notice or other attribution associated with the content. You are not authorised to copy or use any software, proprietary processes, or technology embodied or described in this Website.

### You will comply with all applicable laws in accessing and using this Website.

You acknowledge that we may use your personal information and data according to our [Privacy Statement](#) and [Cookie Notice](#), also available on this page. You hereby agree to the terms of our Privacy Statement and Cookie Notice, including any obligations imposed on you therein.

### Additional Terms

If any portion of these Website Terms of Use is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum effect permitted by law in order to effect its intent as nearly as possible, and the remainder of these Website Terms of Use shall remain in full force and effect, and (ii) in every other jurisdiction, all of these Terms of Use shall remain in full force and effect.

### Changes to this Website Terms of Use

The Company may modify or amend this Website Terms of Use from time to time at the Company discretion. When the Company make changes to this Statement, the Company will amend the revision date at the top of this page, and such modified or amended Privacy Statement shall be effective as of that revision date. It is your responsibility to be aware of any such revised Website Terms of Use by checking this webpage. Your continued use of this Website following changes to these Terms of Use constitutes your agreement to the revised Website Terms of Use.

## Cookie Notice

This Cookie Notice is part of our [Privacy Statement](#).

In order to provide you with a more personalised and responsive service information about how you use this Website is remembered and stored. This is done using small text files called cookies. Cookies contain small amounts of information and are downloaded to your computer or other device by a server for this Website. Your web browser then sends these cookies back to this Website on each subsequent visit so that it can recognise you and remember things

like your user preferences. Whenever you use this Website, information may be collected through the use of cookies and other technologies. By using this Website you agree to our use of cookies as described in this Cookie Notice.

## **Types of Cookies Used**

Some of the cookies the Company use are **necessary** to enable you to move around the Website and use its features such as accessing secure areas that may contain content for registered users. The Company also uses **functional cookies** to record information about the choices you have made and to allow us to tailor the site; for example, to remember your language or region or that you have already completed a survey. This information is usually anonymised and is not used for any other purpose. Analytic services are also used to help understand how effective the content is, what interests users have, and to improve how this Website works. In addition, the Company uses web beacons or tracking pixels to count visitor numbers and **performance cookies** to track how many individual users access this Website and how often. This information is used for statistical purposes only and it is not intended to use such information to personally identify any user. However, if you have registered and signed into this Website the Company may combine this information with information from web analytic services and cookies to analyse how you use this Website in more detail. Most browsers will allow you to see what cookies you have and delete them on an individual basis or block cookies from particular or all websites. Be aware that any preference you have set will be lost if you delete all cookies, including your preference to opt-out from cookies as this itself requires an opt-out cookie to have been set.

## **Social buttons**

“Social buttons” are used to enable users to share or bookmark web pages. These are buttons for third party social media sites and these sites may log information about your activities on the Internet including on this Website. Please review the respective terms of use and privacy policies of these sites to understand exactly how they use your information and to find out how to opt-out, or delete, such information.

## **External web services**

External web services are sometimes on this Website to display content within the web pages of this Website, for example to display images, show videos or run polls. As with the social buttons, the Company cannot prevent these sites, or external domains, from collecting information on your use of this embedded content. Please review the respective terms of use and privacy policies of these sites to understand exactly how they use your information and to find out how to opt-out, or delete, such information.

## **Email Communications**

tracking technologies to determine whether you have read, clicked on, or forwarded certain email communications the Company send to you so that the Company can make our communications more helpful and interesting. If you do not wish us to confirm whether you have opened, clicked on or forwarded our communications, you will need to unsubscribe, as it is not possible for us to send these emails without tracking enabled. Registered subscribers can update their communication preferences at any time directly on the website [diamondadvisory.com.au](http://diamondadvisory.com.au).

## **Changes to this Cookie Notice**

This Cookie Notice may be amended from time to time, and such modified or amended Cookie Notice shall be effective as to you and your information as of that revision date. It is your responsibility to be aware of any such revised Cookie Policy by checking this webpage. Your continued use of this Website following changes to this Cookie Policy constitutes your agreement to the revised Cookie Notice.

## **Professional Standards Act**

*As a professional accounting company that is a member of CPA Australia, Diamond Business Advisory must adhere to the requirements of the Professional Standards Acts 1993 (Vic).*

**The overarching aims of a national regime are to:**

## **Improve professional standards**

Compliance with high standards of quality assurance, risk management practices and disciplinary procedures, as well as required levels of professional development, ensure greater transparency and public accountability applies. The risks associated with members supplying services becomes more predictable, leading to the containment of the scale of risk to insurable levels.

## **Improve consumer protection**

PSL will protect consumers by making insurance compulsory for professionals who are members of occupational schemes. This ensures that, in the event that claims do arise, insurance cover exists to compensate plaintiffs and consumers can be more confident that they will be able to recover damages.

In addition, risk management practices have been designed to minimise the risk of claims arising in the first place.

## **Maintain affordable levels of PII**

CPA Australia believes that the implementation of PSL and capped liability on claims may lead to the lowering of PII premiums in the long term through a reduction in the number of, and amount paid, to settle claims.

## **Changes to the Professional Standards Act**

This Act may be amended from time to time, and such modified or amended details shall be effective as to you and your information as of that revision date. The schemes formalises risk management practices, provides transparent and detailed complaint procedures, leading to improved service delivery for consumers.

Liability limited by a scheme approved under Professional Standards Legislation.

## **Legal Disclaimer**

The information contained and accessed on [www.diamondadvisory.com.au](http://www.diamondadvisory.com.au) (this "Site") is provided for information purposes only, we are not by means of this website, rendering professional advice or services. Before making any decision, or taking any action that might affect your finances or business, you should consult a qualified professional advisor.

Our Company, its partners, directors, employees or agents will not be liable for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of use, data or profits), without regard to the form of any action, including but not limited to contract, statute, negligence or other tortious actions, arising out of or in connection with this website, any content on, or access by use of this website, or any copying, display or other use hereof. The information on this website is provided on the basis that all persons accessing this website undertake responsibility for assessing the relevance and accuracy of its content. Information published by our Company is considered to be true and correct at the time of publication. Changes in circumstances after the time of publication may impact on the accuracy of this information.

Any link to a third party website from this website should not be construed as an endorsement, approval or recommendation by our Company of the owners or operators of those linked websites or of any information, graphics, materials, Solutions or services referred to or contained on those linked websites unless and to the extent stipulated to the contrary.

Our Company does not guarantee or warrant that this website will be uninterrupted, without delay, error-free, omission-free, or free of infections by viruses or any other manifesting, contaminating or destructive properties.

Therefore, the information is provided "as is" without warranties of any kind, express or implied, including as to merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, timeliness and completeness. This website is governed by and construed in accordance with the laws of Victoria, Australia.

Users of this website irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria and



to the Federal Court of Australia sitting in Victoria.

## **In Summary**

Behaving professionally at all times in accordance with the standards of CPA Australia, the company will require you to sign an engagement letter; confirming what you would like completed, and that you agree to these terms and conditions (which may be updated). Once you have done so you will be trusted honour what you have agreed to, as of course will Diamond Business Advisory Pty Ltd.

Your privacy is extremely important, and protecting it is important to Diamond Business Advisory Pty Ltd. Direct any questions you may have regarding this Privacy Policy to [info@diamondadvisory.com.au](mailto:info@diamondadvisory.com.au) and if you suspect some part of these policies have been abused in any way, please get in contact immediately.

### **Date Created**

19 November 2020

### **Author**

evediamond