



PERSONAL TAX – ENGAGEMENT LETTER

Date: _____:

To Our Valued Client:

Please ensure you read this letter carefully, include all signatures at the end and return it to us at your earliest convenience, before you send us your tax information (by email: info@givens.ca or upload to the client portal <https://givens.cchifirm.ca/clientportal/>).

Required Information:

The undersigned Client is responsible for providing all information necessary for completion of the related personal income tax return to Givens LLP no later than **April 12, 2024**. It is your responsibility to provide us with all the information required to prepare complete and accurate returns.

The Client understands that there are penalties for missed information on personal income tax returns due to missed slips. Givens LLP is not responsible for these penalties as Givens LLP prepares the personal income tax returns based on the information provided by the client.

To ensure accuracy and completeness of the information to be reported in your tax return, we encourage you to use or to follow the tax checklist located here: <https://givens.ca/tax-documents/>

You are required to include details with respect to the ownership of all your assets in foreign countries which exceed CAD \$100,000 (foreign bank accounts, other indebtedness, shares of foreign corporations, real and other tangible property situated outside Canada). We will assume that you have no such possession if you do not provide any information. Penalties for failing to file this form by **April 30, 2024**, are significant.

You should retain all the documents, cancelled cheques and other data that form the basis of your income and deductions. These may be necessary to prove the accuracy and completeness of the return to CRA.

You have the final responsibility for the income tax return and, therefore, you should review it carefully before you sign it.

Assumptions:

Unless specifically indicated otherwise, the following assumptions will be made in preparing your tax return(s):

- you consent to the CRA sharing your information with Elections Canada
- you do not own foreign assets with an aggregate cost in excess of \$100,000
- you are a Canadian citizen
- for students with tuition fees, the maximum amount will be transferred to a parent
- all your financial information is in Canadian currency

Limitation of Services:

We will not audit or otherwise verify the data you submit, although we may ask you for clarification of some of the information. We will rely entirely on your representations. It is our responsibility to prepare your tax return correctly according to the law and the information that you have provided.

Privacy and Confidentiality:

Our business respects the privacy of personal information, that is, information that identifies you as an individual, or that is associated with such identifying information. By engaging our services, you agree to provide personal information necessary for us to meet your service requests. Before you provide us with any personal information on behalf of others, you agree that you will have obtained consent for collecting, using and disclosing this information, according to privacy legislation.

We will not rent, sell, or otherwise make your personal information, including contact information, available to any third-party without your permission. We use your information to complete your service requests, to inform you of changes in our business or service offerings, and to maintain our professional correspondence with you.

Givens LLP will maintain the strictest confidence with respect to any client's or former client's information. Accordingly, the Clients confidential information will not, without the Clients consent, be disclosed to any individuals in our Firm beyond those who are engaged on your services. This policy applies to anyone outside the Firm, except as required by law or under the profession's Rules of Professional Conduct.

Electronic Filing (E-Filing):

The CRA requires all tax preparers in Canada to e-file all tax returns on behalf of their clients. Givens LLP adheres to this requirement. There are cases where a return will not qualify for electronic transmission for technical reasons. Should this apply to you, we will inform you of the need to paper-file your return and make arrangements for timely filing.

Consent to E-File:

Prior to e-filing a tax return, we are required by the CRA to obtain a signed consent form (T183) from you (as well as for each member of your family for whom we are also preparing a return). Ensure you are available to provide us with the signed form, enabling us to file your return on a timely basis. You need to work out logistics, for example, if you are planning to travel while we complete your return, out-of-town students, etc.

If you do not provide us with signed forms T183 prior to **April 30, 2024**, your return may be filed late, resulting in late-filing penalties.

Fees for Services:

An invoice indicating our fees will be provided at the start of the commencement of our engagement. Fees shall be settled in advance of starting our work unless other arrangements have been made. Fees are based on the complexity and nature of the work, and on the degree of responsibility and skill required. If there is a change in the scope of our services we will reach out to you in advance to discuss.

For your convenience, invoices may be paid by Visa, MasterCard, Interac, Interac E-Transfer or cheque.

Please note that our fee for the preparation of your return(s) does not include any representations made by Givens LLP in the event of an audit by a government tax authority nor does it include various requests by a government tax authority for documents and slips subsequent to the filing of your return, detailed research exercises which are specific to your situation and follow up time with respect to erroneous assessments by a government tax authority.

If we are given additional information once your tax results have been communicated to you, an additional charge of \$200 will be added to your invoice.

CRA Requests for Receipts:

CRA may select your return for review pre or post-assessment. Often, they request copies of your receipts and other times they may require a full audit. Any adjustments proposed by CRA are subject to certain rights of appeal. In the event of such tax examinations, we will be available upon request to represent you. These examinations are outside the scope of services for your tax return preparation and are subject to an additional fee dependent on the time required to provide such services. It is your responsibility to engage us to handle these reviews or examinations otherwise you may handle them independently.

Should you choose to seek our assistance to respond to such requests, minimum fees of \$600 plus GST.

CRA Audits:

The CRA is increasingly active with full scope audits of certain areas of taxpayer's tax returns (real estate; business; carrying charges; etc.). When asked to provide assistance in such situations, it is understood that we will be billing you at our standard hourly rates. We suggest you keep this in mind when seeking our assistance with CRA matters in order to avoid unpleasant surprises. It is also important to note that our fees will apply whether or not our involvement yields favourable results with the CRA. Because of the uncertain nature and unpredictability of CRA audits, we will not be able to provide fixed fee estimates at the start of the audit.

Our fees to prepare your tax return exclude any services pertaining to CRA audits, objections, appeals, etc.

We do offer Audit Shield (Accountancy Insurance) to cover the unknown costs pertaining to CRA audits and enquiries. Please contact us for further information.

Proceeds of Crime (Money Laundering) and Terrorist Financing Act:

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act places certain legal requirements on Givens to report transactions that may be suspicious of being related to a money laundering or a terrorist financing offence. It also requires Givens to report large cash transactions that exceed \$10,000, the cross-border movement of currency or monetary instruments that exceed \$10,000, and whether the Client is in possession or control of property that is considered terrorist property. Finally, the Act requires our firm to ascertain the identity and existence of clients and other entities.

To meet these obligations, our firm may have to report information about the Client that might otherwise be confidential. The reporting of this information may place the Client and our firm in a conflict of interest. Should such a conflict arise, Givens may be required to withdraw from this engagement. Please be advised that Givens will do everything in its power to avoid such conflicts and that only information that is required will be disclosed.

The Client hereby acknowledges this legal requirement placed upon Givens and the potential conflict of interest that may arise as a result of it. The Client also hereby authorizes Givens to release and disclose information related to the Client if and when required by statute do so.

Association with Nexia International:

We are associated to Nexia International. Nexia International does not accept any responsibility for the commission of any act, or omission to act by, or the liabilities of, any of its members. Membership in Nexia International, or Nexia Canada, does not constitute any partnership between members, and members do not accept any responsibility for the commission of any act, or omission to act by, or the liabilities of other members.

Limitation of Liability:

Liability for errors or omissions is limited to one time the annual fee for the engagement. Liability limits for errors or omissions can be increased for an additional cost. No claim shall be brought against Givens LLP in contract or tort more than two years after the services were completed or terminated under this engagement.

The arrangements outlined in this letter will continue in effect from year to year unless changed by us. However, either party may terminate this agreement within 14 days of signing, or we may terminate the agreement if fees remain due after 60 days from the date of the invoice.

By Signing Below, You Consent to the Following:

- Having all filings made by Givens LLP on your behalf be transmitted electronically to the CRA. This includes personal tax, information slips and any other documents that can be transmitted electronically;
- Being included on our e-mailing list; and
- To all terms included in this letter.

In connection with this engagement, we may communicate with you or others via telephone, facsimile, post, courier and email transmission. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee.

We specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from: communications, including any consequential, incidental, direct or indirect; special damages, such as loss of revenues or anticipated profits; or disclosure or communication of confidential or proprietary information.

This contract will be subject to and governed by the laws of the Province of Alberta. Any disputes arising from this contract shall be subject to the exclusive jurisdiction of the courts of Alberta.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

The arrangements outlined in this letter will remain applicable from year to year unless changed by either you or us in writing. If you are in agreement with the above noted terms, please sign and date this letter

If you have any questions concerning this matter, please do not hesitate to contact us.

Yours Truly;

Givens LLP, Chartered Professional Accountants

I agree with the terms and conditions as set out in this engagement letter. This section must be signed by the main contact person, retaining Givens LLP for personal tax services.

Date: (DD/MM/YR)	Print Name:	Signature: