GSTR 2000/19 - Goods and services tax: making adjustments under Division 19 for adjustment events

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Goods and Services Tax Ruling
Goods and services tax: making adjustments under Division 19 for adjustment events

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Preamble

This document is a ruling for the purposes of section 37 of the ***Taxation Administration Act 1953.*** *You can rely on the information presented in this document which provides advice on the operation of the GST system.*

What this Ruling is about

1. This Ruling explains the Commissioner's view on the operation of Division 19 of *A New Tax System (Goods and Services Tax) Act 1999* ('GST Act').

2. The Ruling applies if you are registered or required to be registered for GST under Part 2-5 of the GST Act, and an adjustment event has given rise to an adjustment for a supply or an acquisition.

3. This Ruling does not explain how to account for Division 19 adjustments on your Business Activity Statement (BAS). The BAS instructions explain alternative ways you may treat discounts, rebates and refunds on your BAS, depending on how you treat them in your own accounts.

4. Unless otherwise stated, all legislative references in this Ruling are to the GST Act.

5. Certain terms used in this Ruling are defined or explained in the Definitions section of the Ruling. These terms, when first mentioned elsewhere in the body of the Ruling, will appear in **bold**.

6. This Ruling does not explain the requirements for adjustment notes. This is covered in GSTR 2000/1.

Date of effect

7. This Ruling, will take effect on and from 8 July 1999 (the date of Royal Assent to the GST Act).

Background

8. If you are registered or required to be registered, there is Goods and Services Tax ('GST') payable on the **taxable supplies** you make in a tax period. However, you can claim a credit (called an **input tax credit**) for the GST included in the price of things you acquire for carrying on your enterprise (called **creditable acquisitions**).[1]

9. If your total GST payable exceeds your total input tax credits for a tax period, the excess (called your net amount) is payable to the Commissioner.[2] If your total input tax credits exceed your total GST payable, then your net amount is refunded to you by the Commissioner.[3] You work out your net amount on your BAS for a tax period.

10. However, your net amount is increased or decreased by adjustments you have for the tax period. An adjustment arises under Division 19 where an adjustment event has caused you to have accounted for:

- too much (or too little) GST payable for a supply; or
- too much (or too little) input tax credit for an acquisition in a previous tax period.

11. Adjustment events include changes in consideration for supplies and acquisitions (such as discounts) and cancellations of supplies or acquisitions (such as the return of a thing to the supplier).

Ruling and explanations

12. Division 19 provides for:

- what are adjustment events for a supply or acquisition[4];
- how to work out if an adjustment arises from an adjustment event in relation to a tax period for a supply or acquisition; and
- how to work out the amount of the adjustment.

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[1] Section 11-20.
[2] Subsection 33-5(1).
[3] Section 35-5. . Division 3 of Part IIB of the *Taxation Administration Act 1953* allows the Commissioner to apply the amount owing as a credit against tax debts that you owe to the Commonwealth.
[4] An adjustment event cannot occur for a taxable importation or creditable importation.

What are adjustment events

13. An adjustment event is any event which has the effect of:[5]

- cancelling a supply or an acquisition; or
- changing the consideration for a supply or an acquisition; or
- causing a supply or acquisition to become, or stop being, a taxable supply or creditable acquisition.

14. When any of these events occur, you may have accounted for too much (or not enough) GST for a supply, or too much (or not enough) input tax credit for an acquisition. If this is the case you may have to make an adjustment.

15. An adjustment does not always arise from an adjustment event. One of the requirements for an adjustment is that the GST on the supply, or the input tax credit on the acquisition, was attributable to an earlier tax period.[6] Where the adjustment event occurs in the same period in which the GST on the supply or the input tax credit on the acquisition is attributable, this requirement is not met. Changes in your GST payable or your input tax credits resulting from these adjustment events are accounted for in calculating your GST payable or your input tax credits for the period. Where the event does not give rise to an adjustment, you do not need to issue an adjustment note (refer to GSTR 2000/1).

Cancellation of a supply or an acquisition

16. The cancellation of a supply or an acquisition is an adjustment event.[7] Generally, the return of a thing, or a part of it, to a supplier is an adjustment event (whether or not the return involves a change of ownership).[8] If, on the facts, the return does not have the effect of cancelling the supply, it will not be an adjustment event. For example, the return of a thing for repair or maintenance is not an adjustment event.[9] In the case of exchange of goods, where the exchange does not result in a cancellation of the supply or a change in the consideration, it will not be an adjustment event. This will depend on the facts and the contractual arrangements between the parties.

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5 Subsection 19-10(1).
6 For a supply, paragraph 19-40(b); for an acquisition, paragraph 19-70(b).
7 Paragraph 19-10(1)(a).
8 Paragraph 19-10(2)(a).
9 Subsection 19-10(4).

Example

17. Acorp Pty Ltd supplies goods to Bcorp Pty Ltd and issues an invoice. Subsequently, Bcorp returns some defective goods and seeks a refund. On the agreement between the parties the return and associated refund cancels the supply to the extent of the returned goods. This is an adjustment event.

Changes in the consideration for a supply or an acquisition

18. Where the consideration for a supply or acquisition changes for any reason you have an adjustment event.[10] In the following paragraphs we consider payments and other amounts which may or may not change the consideration. Whether a payment or allowance changes the consideration for a supply will depend on the circumstances. The same commercial term could be used to describe various types of arrangements which may be quite different in substance. The substance of the arrangement or event will determine whether it is an adjustment event.

19. A single payment or amount may be for more than one purpose, that is, part of the amount may have the effect of changing the consideration (such as a prompt payment discount) and part of the amount may be consideration for a separate supply. Where this is the case, you need to apportion that part of the payment or amount relates to each purpose using a reasonable basis. You will need to issue a tax invoice if the separate supply is a taxable supply made by you.[11]

Discounts

20. After a supply occurs, a discount may be granted for early payment. Discounts referred to as settlement discounts or prompt payment discounts are made for the purpose of encouraging early payment of an amount owing for a supply. Benefits to the supplier include early cash flow, certainty of payment at an earlier point and avoidance of collection costs. Although the discount is typically expressed as a percentage of the amount owing and is conditional on payment within a specified period, the discount is considered to be a change in consideration.

21. This situation can be contrasted with a 'discount' offered in negotiating a price for an acquisition. In such a situation, the 'discount' is used to arrive at the consideration for the supply at the

[10] Paragraph 19-10(1)(b).
[11] Refer GSTR 2000/17 which deals with tax invoices.

time the invoice is issued[12]. As there is no change to the consideration, there is no adjustment event.

Tiered settlement discounts

22. Some terms of trade include the offer of settlement discounts that decrease in amount as time progresses. For example, as a supplier, you may offer a settlement discount of 4% if payment is made within 14 days of invoice or 2% if payment is made within 28 days. These types of discounts are similar to normal settlement discounts in that their purpose is to encourage early payment of the amount invoiced rather than to reflect consideration for the repayment of credit within the different discount periods. The tiered nature of the discounts does not alter their character. Therefore we regard them as changes in consideration for a supply and not consideration for a financial supply.

Certainty of Discounts

23. Where, in the light of previous experience between the supplier and the recipient, it is almost certain that a settlement discount will be allowed, the agreed consideration for the supply will be the amount net of the discount. For example, where the discount is routinely allowed, even if payment is received after the due date, the supplier and recipient may attribute GST and input tax credits on the net amount. In such cases, when the net amount is paid there is no change to the consideration and therefore no adjustment event.[13]

Rebates

24. Under their terms of trade, suppliers may pay rebates to customers who reach certain levels of purchases. The rebates are typically expressed as a percentage of the purchases made in a particular period. A payment of this type is regarded as a reduction in the consideration for the relevant purchases and so is an adjustment event.

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[12] Refer GSTR 2000/17

[13] For a discussion of these principles refer to *Ballarat Brewing Co. v. FCT* (1951) 82 CLR 364

Incorrect invoicing

25. The invoice for a supply may be incorrect due to a mistake made by the supplier. That is, the invoice may not reflect the previously agreed consideration. Where the parties treat the mistake as a change to the previously agreed consideration for the supply, there will be an adjustment event. The mistake may be corrected either by issuing an adjustment note for the amount of the error or by issuing an adjustment note for the full amount originally invoiced together with the issue of a correct invoice. In either case there is an adjustment event.

26. However, if the error in invoicing is corrected in the same period as the original invoice was issued, you will not have to make an adjustment. In these cases, the supplier may cancel the original invoice and issue a correct one. The supplier and recipient should attribute the GST and input tax credit in accordance with the corrected invoice.

Incorrect deliveries

27. In certain circumstances, the terms of a supply include delivery of a specified quantity of goods and the correct quantity may not actually be delivered. Where the delivery error is not corrected, for example, by a return of the excess goods or a further delivery of the shortfall, the quantity of the supply has changed. If both parties agree to the changed quantity and the associated change in consideration, this is an adjustment event.

Example

28. Ccorp contracts to supply Dcorp with 100 widgets at a price of $11 each. The tax invoice that arrives with the delivery correctly reflects the contract but only 80 widgets are delivered. The parties agree to vary the contract and accept the lesser delivery. This will be an adjustment event and Ccorp issues an adjustment note to reflect the change to the supply.

Late payment charges

29. A charge for late payment that is consideration for the supply of an interest in a credit arrangement is not an adjustment event. The charge is consideration for a financial supply.[14] Whether a charge for late payment is consideration for the acquisition of an interest in a

[14] Regulation 40-5.09 *A New Tax System (Goods and Services Tax) Regulations* 1999.

credit arrangement will depend on the facts of each case. Where the charge is commercial compensation based on the time value of money (i.e., interest), this will indicate that it is consideration for a financial supply.

Example – financial supply

30. Henry supplies goods to Andrew under terms that require the amount invoiced to be paid within 30 days after which interest will accrue at 14% per annum. Henry based the interest rate on the cost of finance for his working capital. Andrew does not pay the invoice on time. Henry subsequently obtains payment of the amount invoiced together with the amount of interest. Under the terms of the agreement Henry has supplied Andrew with an interest in a credit arrangement. The charge is consideration for a financial supply and is not an adjustment event.

31. A charge for late payment will not be consideration for an interest in a credit arrangement (and therefore not a financial supply) where the purpose of the charge is to change the consideration to compensate the supplier for additional costs (e.g., account keeping fees). Such a charge will be an adjustment event.

Example – change to consideration

32. George's Plumbing sells goods to Jasper on agreement that if payment is not received within 30 days a fee of 2% for account keeping services will be payable. Neither party accounts for GST on a cash basis. Jasper makes the payment (including the fee) after the due date. The charge is not consideration for a financial supply and is an adjustment event because it has had the effect of changing the consideration for the supply.

Interest on early payment

33. If a recipient of a supply makes an early payment of an amount invoiced and, under agreed trading terms with the supplier, is entitled to commercial interest for the period of prepayment, the interest relates to a separate financial supply. By making an early repayment, the recipient has received consideration for the disposal of an interest in a credit arrangement by the supplier. As the interest is consideration for a financial supply there is no adjustment event.[15]

[15] Section 40-5 and Regulation 40-5.09 *A New Tax System (Goods and Services Tax) Regulations* 1999.

Charges for additional supplies (for example – hire)

34. Where a charge is consideration for an additional supply, this is not an adjustment event. The charge could occur either as a result of an agreed extension to a hire period or because the person who hired the goods simply fails to return the goods within the agreed time. For example, where goods hired for an agreed period are not returned within that period, an additional charge for the extension of the hire period is consideration for a further supply.

Promotional, co-operative or advertising allowances[16]

35. Promotional, co-operative or advertising allowances which provide advantages to the supplier do not reduce the consideration for a supply and therefore are not adjustment events. Allowances of this nature are made to retailers in return for promotional and marketing activities undertaken by the retailer. The allowances provide a commercial advantage to the supplier by way of maximising sales of the supplier's goods or services and are not directed towards a reduction in the consideration.

36. The allowances may be paid in cash or cheque, or may be a credit that the retailer can use against future purchases. Despite the form taken by the allowances, they are directed at an end other than the reduction of the selling price and therefore do not vary the consideration for a supply.

37. The allowances are treated as consideration for a supply of services by the recipient/retailer. In effect the retailer is making commercially valuable promotional services available to the provider of the allowance for a price. The supply of these services by the retailer is made for consideration equal to the amount of the allowance.

Foreign exchange gains or losses

38. A supply contract may state that the consideration for the supplies under the contract has to be paid in a foreign currency. In these cases, the foreign currency has to be converted to Australian dollars so that GST can be attributed. Section 9-85 allows the Commissioner to determine the manner in which the foreign currency will be converted to Australian currency. We will issue a further publication dealing with the exchange rate to be used in these circumstances.

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[16] Allowances of this nature are discussed in *Colgate-Palmolive Pty Ltd v. FCT* 99 ATC 4289; (1999) 41 ATR 357.

39. When payment for the supply occurs, the rate of exchange may be different from that used for GST attribution purposes. The resulting gain or loss on converting the foreign currency, whether realised or not, is not an adjustment event. The consideration is still the amount attributed in accordance with section 9-85 and is the same for both the supplier and the recipient.[17]

Payments to third parties

40. A supplier (such as a manufacturer) may make a payment to an end user who acquires a thing from a retailer. Often in cases like this, the manufacturer will make the payment directly to the end user independently of the retailer. Effectively, this payment changes the consideration the manufacturer receives for the supply of the thing and price that the end user pays for the acquisition of the thing.

41. Where this type of payment has the effect of changing the consideration received by the manufacturer and paid by the end user, the payment will be an adjustment event that affects only the manufacturer and the end user.

Example

42. Car Manufacturer Pty Ltd offers $1,100 payment to end users who purchase its vehicles. The supply chain it uses for marketing its vehicles is:

Car Manufacturer ⇒ Retailer ⇒ End User.

Car Manufacturer sells a vehicle to Retailer Pty Ltd for $22,000. Retailer sells this vehicle to End User for $33,000. As a result of the purchase, End User receives a $1,100 payment from Car Manufacturer. The consideration for the supply from Car Manufacturer to Retailer is still $22,000 and the consideration for the supply from Retailer to End User is still $33,000.

The payment made by Car Manufacturer to End User effectively reduces the consideration it received for the sale of the vehicle. Therefore, Car Manufacturer will have a decreasing adjustment of 1/11 of the $1,100.

The payment received by End User from Car Manufacturer effectively reduces the price it paid for the vehicle. Therefore, End User, if registered or required to be registered, will have an increasing adjustment of 1/11 of the $1,100.

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[17] A further publication will issue about determining the value of a taxable supply when the consideration is expressed in a foreign currency.

Payments arranged and administered by third parties

43. Recipients may often enter co-operative buying arrangements with other recipients to negotiate loyalty payments such as volume rebates from suppliers. This may be achieved through a separate entity that receives and administers the payments on behalf of all recipients. The separate entity (here called the administrator) will receive a payment from the supplier when the total acquisitions made by the recipients reaches a certain volume. The administrator will then pass on the respective portion of the payment to the individual recipients.

44. In many circumstances these payments will be adjustment events as the purpose of the payments is to reduce the consideration that the recipients pay for the supplies. The administrator is merely the conduit for channelling the payment to the recipients.

Example

45. Richard is an electrician and belongs to a buying co-operative. The co-operative has an agreement with Cable Supplies Pty Ltd to pay a 5% rebate in respect of purchases made by the members once the combined purchases reach a certain volume. When Richard receives his portion of the rebate from the co-operative, he will make an increasing adjustment. Cable Supplies will make a corresponding decreasing adjustment.

46. Where the purpose of the payment is to pay the administrator for the service of providing customers to the supplier and it is retained by the administrator, then the payment is consideration for a separate supply made by the administrator. Both the supplier and the administrator will account for the payment as consideration for the supply.

Payments for returns of certain containers and packaging

47. When you make a supply or acquisition of goods, the goods will often be delivered in or on some form of container, tray or pallet. A refund for the return of a container (etc) is an adjustment event where:

- the terms of the sale allow for the refund to be given should the tray (etc) be returned; and
- the amount to be refunded is not an amount to which Division 99 applies (about security deposits); and
- the container or packaging is not one which falls within Division 93 (about returnable containers).

Dishonoured cheques

48. When a cheque is not honoured, the consideration for the supply has not changed nor has the supply been cancelled. This is not an adjustment event.

49. If you are accounting on a cash basis for GST and a cheque for an amount that you accounted for on a previous BAS is not honoured, you will need to lodge a revised activity statement. If you are accounting on a non-cash basis, any adjustment you have in relation to the debt resulting from the cheque being dishonoured arises under Division 21, after taking appropriate steps to recover the debt.[18]

Compromising or settling a debt

50. You may agree to settle an outstanding debt that you owe to another entity or that the other entity owes to you. Generally, a settlement has the effect of decreasing the previously agreed consideration and so the settlement is an adjustment event.

Endorsements to existing insurance policies

51. Insurance policies may be endorsed to increase existing cover for an insured. An example of this is where an insured seeks extra cover under a home contents insurance policy for a new addition to the house or contents. The premium may be increased as a result of the extra cover. The increase in the premium is not an adjustment event, it is consideration for further supply. The further supply is the provision of the extra cover.

Short payments

52. In some instances recipients may round off consideration when payment is made to their suppliers. For example, a recipient may make a $100 payment for an invoice for $104.35. As a supplier, you will generally do one of two things:

- you will treat the amount as outstanding, eventually write off the amount and do an adjustment under Division 21. The recipient would do likewise; or

[18] Division 21 deals with bad debts and is discussed in GSTR 2000/2

- if you and the recipient agree, treat such differences as changes to the previously agreed consideration and therefore as adjustment events.

Compensation – damaged goods (etc)

53. Where a payment is received as consideration for the surrender of a right it will be consideration for a separate supply and not an adjustment event. The treatment of the payment will depend on the circumstances of the transaction. For example, a payment to a recipient to forego the right to have damaged goods repaired or replaced by a manufacturer is consideration for a separate supply and is not an adjustment event.

Ullage payments

54. A supplier may make an allowance to a distributor or retailer for loss, damage or some other non-recoverable diminution of the stock supplied, whether or not the loss (etc) occurs. This allowance, often referred to as ullage, is usually paid to compensate for leakage or loss attributable to the mode of packaging or transport. The treatment of such payments depends on the purpose for which it is made.

55. Where the ullage allowance is taken into account in arriving at the consideration for the supply, it will not be an adjustment event. Where a payment or allowance changes the previously agreed consideration for the supply, it is an adjustment event. For example, an allowance (in respect of damaged stock) that is taken off remittance for bearing the cost of damaged stock will usually be a change to the previously agreed consideration. Therefore, it will be an adjustment event.

Prepaid conditional loyalty payments e.g., prepaid volume rebates

56. A loyalty payment (eg a volume rebate) may be paid by a supplier (such as a manufacturer) to a recipient in respect of future purchases. The terms of the payment may include a condition that requires the recipient to repay some or all of the loyalty payment if a certain level of purchases is not made.

57. Where you enter into an obligation to make a certain level of purchases in return for a loyalty payment of some kind, you will have made a supply for consideration. You will have made a taxable supply if the other conditions of section 9-5 are met. If you are the

entity making the loyalty payment, you will make an acquisition for consideration. Similarly, that acquisition may be a creditable acquisition for you, depending on your circumstances.

Unconditional incentive payments

58. A supplier (such as a manufacturer) may make an unconditional payment to an entity to induce the entity to make, or to continue to make purchases from the supplier. Where on the facts the payment is truly unconditional (i.e., a gift), then it is neither an adjustment event nor consideration for a separate supply.

Example

59. Big Steel Pty Ltd runs a promotion in which the 500th customer of a certain type of steel receives a payment of $500. There are no conditions attached to the payment. When paid, neither the customer nor Big Steel have to account for GST on this amount.

Change in the extent of liability for the consideration

60. The amount of input tax credit you claim in relation to an acquisition made in a tax period is based upon the extent to which you provide, or are liable to provide the consideration for that acquisition.[19] If your extent of liability changes, you may have claimed too much (or not enough) input tax credit. The change in liability is an adjustment event.

Example

61. Gold Company and Silver Company are joint venturers, each with a 50% interest in the joint venture.[20] The joint venture is not a GST joint venture (refer Division 51). In January, the joint venture incurs expenditure of $100,000 on exploration work for which each joint venturer is liable for $50,000. However, the interests under the joint venture agreement are subsequently changed with effect from 1 January such that Gold Company has a 40% interest and Silver Company has a 60% interest. The change in interests has changed the extent to which each party is liable for the consideration for the January exploration work. This change in liability for the consideration is an adjustment event for each party.

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[19] Subsection 11-30(3).

[20] A joint venture is not an entity for GST purposes. Whether an arrangement between two or more parties is a joint venture will depend on the facts of each case.

Where a supply or an acquisition becomes, or stops being, a taxable supply or a creditable acquisition

62. In certain circumstances a supply which is not initially a taxable supply can become a taxable supply. In these circumstances, an adjustment event occurs.[21]

Example

63. Export Co sells engineering equipment both in Australia and overseas. Export Co sells goods to a company in Malaysia. No GST is included in the price as the goods are to be exported to Malaysia within 60 days. However, the goods are not exported at all and they are redirected to the Malaysian company's operations in Australia. This redirection has caused a previously **GST-free supply** to become a taxable supply. An adjustment event has occurred in relation to the supply.

Changes in the use of an acquisition

64. A change in the extent to which you use an acquisition for a **creditable purpose** is not an adjustment event. If you make an acquisition solely for a non-creditable purpose and you later apply that acquisition for a creditable purpose in your enterprise, this will not cause the acquisition to become a creditable acquisition. Adjustments for changes in use are accounted for under Division 129 (about changes in the extent of creditable purpose). An adjustment can arise under that Division for an acquisition even if it is not a creditable acquisition.[22]

65. Similarly, if you make an acquisition solely for a creditable purpose and you apply the goods solely to private or domestic use, the acquisition does not cease being a creditable acquisition. You may need to make an adjustment under Division 130 (about goods applied solely to private or domestic use).

Example

66. Jeremy is registered and acquired a motor car for private purposes. The acquisition of the car is not a creditable acquisition because he did not acquire it for a creditable purpose.[23] He later starts

[21] Paragraph 19-10(1)(c).
[22] Refer subsection 129-5(1). The Commissioner's views on the operation of Division 129 will be the subject of another publication.
[23] Paragraph 11-5(a).

to use the car in his enterprise. The motor car does not become a creditable acquisition because Jeremy starts to use it for a creditable purpose. The change in use of the motor vehicle is not an adjustment event. Instead he makes an adjustment under Division 129.

Changes in your registration status

67. A supply does not become, or stop being, a taxable supply merely because you become, or cease to be, registered or required to be registered. An acquisition does not become, or stop being, a creditable acquisition merely because you become, or cease to be, registered or required to be registered.

68. If you become registered, decreasing adjustments for certain trading stock acquired prior to becoming registered are accounted for under Division 137 (about decreasing adjustments for stock on hand when you become registered). If you cease to be registered, you may need to payback a portion of your input tax credits for certain assets. You do this by making an increasing adjustment under Division 138 (about cessation of registration).

Example

69. Lucy acquired a motor car for her business but she was not registered or required to be registered for GST purposes. Therefore the car is not a creditable acquisition.[24] She later becomes registered. The motor car does not become a creditable acquisition because Lucy became registered. That is, the event is not an adjustment event.

Errors or omissions

70. It is not an adjustment event if you wrongly classify a supply as being, or not being, a taxable supply, or an acquisition as being or not being a creditable acquisition. However, if there is a change in consideration as a result of correcting the error, this is an adjustment event in the period you become aware of this.

71. An adjustment event does not arise if you have made an error or omission in completing a previous BAS. For example, where you have incorrectly entered an amount on your BAS, this is not an adjustment event. You can correct your mistake by lodging a revised activity statement.

[24] Paragraph 11-5(d).

When an adjustment event results in an adjustment

72. You have an adjustment for a supply if:[25]

- one or more adjustment events in relation to the supply occur during a tax period; and
- GST on the supply was attributable to an earlier tax period (or, if the supply was not a taxable supply, would have been attributable to an earlier tax period had the supply been a taxable supply); and
- the event has caused the previously attributed GST amount for the supply to differ from the corrected GST amount.

73. Similarly for an acquisition, you have an adjustment where:[26]

- one or more adjustment events in relation to the acquisition occur during a tax period; and
- an input tax credit for the acquisition was attributable to an earlier tax period (or, if the acquisition was not a creditable acquisition, would have been attributable to an earlier tax period had the acquisition been a creditable acquisition); and
- the event has caused the previously attributed input tax credit amount to differ from the corrected input tax credit amount for the acquisition.

Thus, where the adjustment event occurs in the same period in which the GST on the supply or the input tax credit on the acquisition is attributable, an adjustment will not arise.

Example

74. On 1 June 2001, Stationery Co makes a taxable supply of stationery goods for a consideration of $100, with 2% discount offered if paid within 14 days. The recipient pays the account on 10 June 2001 and pays the discounted amount of $98. In accounting for the transaction, Stationery Co calculates its GST liability on a price of $98. Although there has been an adjustment event, there is no adjustment.

Working out adjustments for supplies

75. An adjustment will arise, in relation to a supply, where an adjustment event has caused the previously attributed GST amount to

[25] Section 19-40.
[26] Section 19-70.

differ from the corrected GST amount.[27] You need to work out the two amounts and then compare them to determine if an adjustment arises because of the adjustment event.

The corrected GST amount for a supply

76. The corrected GST amount for a supply in relation to a tax period must take into account:[28]

- the amount of any GST that was attributable to a tax period for the supply; and
- any changes in circumstances that have given rise to any adjustments under Subdivision 19-B or Division 21 (about adjustments for bad debts).

77. That is, the corrected GST amount reflects the GST for the supply, as at the end of the current tax period.

Example

78. In Eliza's first tax period (ending on 31 March 2001), she makes a taxable supply with a consideration of $1,100. GST payable of $100 is attributable to the first tax period.

79. The consideration is decreased in her second tax period (ending on 30 June) by $110 because Eliza allows a discount to the recipient of the supply. This is an adjustment event for the supply.

80. The corrected GST amount for her second tax period is worked out as follows:

Original consideration	$1,100
PLUS the total effect on consideration of changes in circumstances that give rise to an increasing adjustment under: Division 21 Division 19	 NIL NIL
LESS the total effect on consideration of changes in circumstances that give rise to a decreasing adjustment under: Division 21 Division 19	 NIL $110

[27] Paragraph 19-40(c).
[28] Paragraph 19-40(c).

Adjusted consideration	$990
multiplying by 1/11 to give the corrected GST amount	$90

The previously attributed GST amount for a supply

81. The previously attributed GST amount for a supply in relation to a tax period is:[29]

- the amount of any GST that was attributable to a tax period for the supply; plus
- the sum of any increasing adjustments under Subdivision 19-B or Division 21 that were previously attributable to any tax period for the supply; minus
- the sum of any decreasing adjustments under Subdivision 19-B or Division 21 that were previously attributable to any tax period for the supply.

82. The previously attributed GST amount does not take into account the effect of any adjustment events that occur in the current period for the supply.

Example

83. Using the example from paragraphs 78 to 80, Eliza's previously attributed GST amount is worked out as follows:

GST attributed to the tax period ending 31 March 2001[30]	$100
PLUS the sum of all increasing adjustments under:	
Division 21	NIL
Division 19 (except any Division 19 adjustments in the current period)[31]	NIL
LESS the sum of all decreasing adjustments under:	
Division 21	NIL
Division 19 (except any Division 19 adjustments in the current period)[32]	NIL
previously attributed GST amount	$100

[29] Section 19-45.
[30] Paragraph 19-45(a).
[31] Paragraph 19-45(b).
[32] Paragraph 19-45(c).

Working out the amount of the adjustment

84. The amount of an adjustment is the difference between the previously attributed GST amount and the corrected GST amount. If the corrected GST amount is greater than the previously attributed GST amount, you will have not paid enough GST. Therefore you have an *increasing adjustment*. If the corrected GST amount is less than the previously attributed GST amount, you will have paid too much GST. Therefore you have a *decreasing adjustment*.[33]

Example

85. For Eliza's supply (continuing with the same example), the corrected GST amount ($90) is less than the previously attributed GST amount ($100). Therefore a decreasing adjustment has arisen. The amount of the adjustment is:

$100 - $90 = $10.

The final amount of GST Eliza should have accounted for with regard to the supply is:

GST for the first tax period:	$100
LESS changes in the second tax period:	
under Division 21	NIL
under Division 19	<u>$10</u>
	<u>$90</u>

Alternative method for working out adjustments for wholly taxable supplies

86. Where you have an adjustment event in relation to supplies that you make, provided they are wholly taxable supplies, the amount of the adjustment will be 1/11th of the amount of the change to the consideration or cancellation.

87. If you have an adjustment for your wholly taxable supplies and you use this method to calculate the amount of that adjustment, the Commissioner will accept that you have correctly calculated your adjustment.

[33] Sections 19-50 and 19-55.

Working out the amount of an adjustment for an adjustment event in respect of mixed supplies you make

88. As a supplier, you may have an adjustment event that relates to both taxable supplies and other supplies you have made. An example of this is when you give a volume rebate or settlement discount to a customer in respect of all supplies made over a certain period. If the adjustment event relates to both taxable supplies and supplies that were either GST-free or input taxed, in order to work out the exact amount of the adjustment you will need to work out the proportion of the discount or rebate that relates to taxable supplies. One way to do this is to link the discount or rebate to the invoices for those particular supplies. By establishing that link, you may be able to access the information necessary to work out the correct adjustment.

89. However, it may be difficult and/or costly to establish the proportion of the discount or rebate that relates to the taxable supplies and that proportion that relates to other supplies. For example, if your accounting or computer system is not able to readily retrieve this information, you may need to undertake an expensive manual exercise. If this is the case, you may make a reasonable estimate of the proportion of the discount or rebate that relates to the taxable supplies. We anticipate that, over time, computer and accounting systems will improve in relation to recording the information necessary to support the calculation of these types of adjustments.

Example

90. XYZ Pty Ltd gives a 2% volume rebate in respect of both taxable supplies and GST free supplies that it makes to Henry. The amount of the rebate is $1,100 and some of the supplies it relates to are GST free. XYZ's computerised accounting system is unable to link the rebate to the relevant invoices to work out the proportion of the rebate that relates to the taxable supplies. However, in the tax periods over which XYZ made those supplies to Henry, XYZ has ascertained that approximately 40% of them were taxable supplies and 60% of them were GST free supplies. Using this data, XYZ estimates that 40% of the rebate relates to taxable supplies. The amount of the adjustment is then:

$$40\% \times \$1,100 \times 1/11 = \$40$$

Working out adjustments for acquisitions

91. An adjustment will arise, in relation to an acquisition, where an adjustment event has caused the previously attributed input tax credit amount to differ from the corrected input tax credit amount.[34] You

[34] Paragraph 19-70(c).

need to work out the two amounts and then compare them to determine if an adjustment arises because of the adjustment event.

The corrected input tax credit amount

92. The corrected input tax credit amount for an acquisition in relation to a tax period must take into account:[35]

- the amount of any input tax credit entitlement for the acquisition; and
- any changes in circumstances that give rise to any adjustments under Subdivision 19-C, Division 21 or Division 129 (about adjustments for changes in the extent of creditable purpose).

93. The corrected input tax credit amount reflects the input tax credit for the acquisition as at the end of the current period. You take into account any Subdivision 19-C, Division 21 or Division 129 adjustment, up to and including the current tax period.

Example

94. In Thomas's first tax period (ending on 31 March 2001), he makes a creditable acquisition for $1,100. The extent of creditable purpose for the acquisition is 60%. An input tax credit of $60 ($1,100 x 1/11 x 60%) is attributable to the first tax period.

95. The consideration is decreased by $110 in his second tax period (ending on 30 June) because Thomas is allowed a discount. This is an adjustment event for the acquisition.

96. The corrected input tax credit amount for the second tax period is worked out as follows:

original consideration	$1,100
PLUS the total effect on consideration of changes in circumstances which give rise to decreasing adjustments under: Division 129 Division 21 Division 19	 NIL NIL NIL

[35] Paragraph 19-70(c).

LESS the total effect on consideration of changes in circumstances which give rise to increasing adjustments under: Division 129 Division 21 Division 19	 NIL NIL $110
Adjusted consideration	$990
Multiplying by 1/11	$90
Multiplying by 60% to give the corrected input tax credit amount	$54

The previously attributed input tax credit amount

97. The previously attributed input tax credit amount for an acquisition in relation to a tax period is:[36]

- the amount of any input tax credit entitlement for the acquisition; minus
- the sum of any increasing adjustments under Subdivision 19-C, Division 21 or Division 129, that were previously attributable to a tax period for the acquisition; plus
- the sum of any decreasing adjustments under Subdivision 19-C, Division 21 or Division 129, that were previously attributable to a tax period for the acquisition.

98. The previously attributed input tax credit amount does not take into account the effect of any adjustment events that occur in the current tax period for the acquisition.

Example

99. Continuing with the example from paragraph 94, Thomas's previously attributed input tax credit amount is worked out as follows:

input tax credit attributed to any tax period[37]	$60
LESS the sum of all increasing adjustments under Division 129	 NIL

[36] Section 19-75.
[37] Paragraph 19-75(a).
[38] Paragraph 19-75(b).

Division 21	NIL
Division 19 (except any Division 19 adjustments in the current period)[38]	NIL
PLUS the sum of all decreasing adjustments under:	
Division 129	NIL
Division 21	NIL
Division 19 (except any Division 19 adjustments in the current period)[39]	NIL
previously attributed input tax credit amount	$60

Working out the amount of the adjustment

100. The amount of an adjustment is the difference between the previously attributed input tax credit amount and the corrected input tax credit amount. If the corrected input tax credit amount is greater than the previously attributed input tax credit amount, you have not received enough input tax credit. Therefore you have a *decreasing adjustment*. If the corrected input tax credit amount is less than the previously attributed input tax credit amount, you have received too much input tax credit. Therefore you have an *increasing adjustment.*[40]

Example

101. Using the same example, Thomas's corrected input tax credit amount ($54) is less than the previously attributed input tax credit amount ($60). Therefore an increasing adjustment has arisen. The amount of the adjustment is:

$60 - $54 = $6

[39] Paragraph 19-75(c).
[40] Sections 19-80 and 19-85

The final amount of credit Thomas should have accounted for is:

input tax credit for the first period:	$60
LESS changes for tax period 2:	
under Division 21	$NIL
under Division 19	$6
	$54

Alternative method for working out adjustments for wholly creditable acquisitions

102. Where you have an adjustment event in relation to creditable acquisitions that you make and each of the acquisitions was:

- wholly creditable; and
- a wholly taxable supply to you;

the amount of the adjustment will be 1/11th of the amount of the change to consideration or cancellation.

103. If you have an adjustment for your wholly creditable acquisitions and you use this method to calculate the amount of that adjustment, the Commissioner will accept that you have correctly calculated your adjustment.

Working out the amount of an adjustment for mixed use acquisitions

104. As a recipient, you may have an adjustment event that relates to acquisitions that were not made solely for a creditable purpose. For instance, some of the acquisitions may have been acquired for a wholly or partly creditable purpose and some may have been acquired only for making input taxed supplies. An example of such an adjustment event is when you receive a volume rebate or a settlement discount from a supplier in respect of your acquisitions over a certain period. In such cases, to calculate the amount of the adjustment you will need to work out the extent of creditable purpose on the acquisitions to which the discount or rebate relates. As is the case with supplies, a way to do this is to link the rebate or discount to the tax invoices for those particular acquisitions. By doing this, you may be able to access the information that is essential to work out the correct adjustment.

105. However, it may be difficult and/or costly to establish the extent of creditable purpose of the acquisitions to which the adjustment event relates. For example, if your accounting or

computer system is not able to readily retrieve this information, you may need to undertake an expensive manual exercise. If this is the case, you may make a reasonable estimate of the extent of creditable purpose for the acquisitions to which the adjustment event relates. We anticipate that, over time, computer and accounting systems will improve in relation to recording the information necessary to support the calculation of these types of adjustments.

Example
106. Big Bank Ltd receives a 2% volume rebate from ABC Pty Ltd in respect of acquisitions of stationery it uses in enterprise. The amount of the rebate is $1,100 and all the supplies are taxable supplies to Big Bank. Some of the acquisitions to which the rebate relate were used for a wholly creditable purpose and some for a non-creditable purpose (i.e., for making input taxed supplies). Big Bank's accounting system cannot link the rebate to the relevant invoices to work out the proportion of the rebate that relates to the wholly creditable acquisitions. However, Big Bank has ascertained that over the period covered by the rebate, it has used the acquisitions of stationery for a creditable purpose to the extent of 25%. The amount of the adjustment is then:

25% x $1,100 x 1/11 = $25

Definitions

107. The following terms are defined for the purposes of this Ruling. Some of the terms are themselves defined in the GST Act.

Creditable acquisition

108. A creditable acquisition is an acquisition you use in your enterprise. You are entitled to an input tax credit for these acquisitions. You make a creditable acquisition if:

(a) you acquire anything solely or partly for a creditable purpose; and

(b) the supply of the thing to you is a taxable supply; and

(c) you provide, or are liable to provide, consideration for the supply; and

(d) you are registered, or required to be registered.[41]

[41] Ssection 11-5.

Creditable purpose

109. You acquire a thing for a creditable purpose to the extent that you acquire it in carrying on your enterprise.[42]

> However, you do not acquire the thing for a creditable purpose to the extent that:
>
> (a) the acquisition relates to making supplies that would be input taxed; or
>
> (b) the acquisition is of a private or domestic nature.[43]

110. To the extent that an acquisition relates to making financial supplies through an enterprise, or a part of an enterprise, that you carry on outside Australia, the acquisition is not, for the purposes of paragraph (a) above, treated as one that relates to making supplies that would be input taxed.[44]

111. An acquisition is not treated, for the purposes of paragraph (a) above, as relating to making supplies that would be input taxed if:

- the only reason it would (apart from subsection 11-15(4)) be so treated is because it relates to making financial supplies; and
- you do not exceed the **financial threshold.**[45]

Financial threshold

112. Financial threshold[46] is the lessor of:

> (i) $50,000 (or such other amount specified in the regulations); or
>
> (ii) 5% of your annual turnover (treating supplies that are input taxed as part of your annual turnover).

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[42] Subsection 11-15(1).
[43] Subsection 11-15(2).
[44] Subsection 11-15(3).
[45] Subsection 11-15(4). Note that the term 'financial threshold' is not defined in the GST Act, but it is a convenient way of describing the *de minimis* rule relating to financial supplies in subsections 11-15(4) and 15-10(4). (see also footnote 51).
[46] Indirect Tax Legislation Amendment Bill 2000 introduced into Parliament on 11 May 2000 proposes a change to the financial threshold. It is proposed that the new threshold, to be called the 'financial acquisitions threshold', will be based on an entity's level of input tax credits. Under the new test a registered entity can obtain input tax credits for acquisitions that relate to making financial supplies if the total amount of the credits that would otherwise be denied do not exceed either of the following levels:
- $50,000, or such higher amount specified in the regulations; or
- 10% of the total input tax credits of the entity.

GST-free supply

113. GST-free supply means a supply that is GST-free under Division 38 or under a provision of another Act, or the supply of a right to receive such a GST-free supply.[47] Division 38 provides that exports and supplies of certain things such as food, health, education, child care, religious services and farm land are GST-free. If a supply is GST-free, you do not charge GST on the supply, but you are entitled to input tax credits for things acquired or imported to make the supply.[48]

Input tax credit

114. The term 'input tax credit' relates to the GST included in the price you pay for an acquisition or the GST paid on an importation. An entitlement arises under section 11-20 (about creditable acquisitions) or section 15-15 (about creditable importations).

Taxable supply

115. Taxable supply has the meaning given by sections 9-5 (the basic definition), 78-50 (about taxable supplies relating to insurance claims), 84-5 (about intangible supplies from offshore) and 105-5 (about supplies by creditors in satisfaction of debts).

116. Section 9-5 provides that:

> 'You make a taxable supply if:
>
> (a) you make the supply for consideration; and
>
> (b) the supply is made in the course or furtherance of an enterprise that you carry on; and
>
> (c) the supply is connected with Australia; and
>
> (d) you are registered, or required to be registered.

However, the supply is not a taxable supply to the extent that it is GST-free or input taxed.'

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[47] Subsection 9-30(1).
[48] Section 38-1.

Detailed contents list

117. Below is a detailed contents list for this Ruling:

Commissioner of Taxation
21 June 2000

Previous draft
Previously released as GSTR 2000/D1

Related Rulings
GSTR 2000/1; GSTR 2000/2; GSTR 2000/17;

Subject references:
- acquisition –
    - mixed
      becoming, or ceasing to be, a creditable acquisition

adjustment –
    - when it arises
    - calculating the amount of
- adjustment event
- apportionment – multiple purpose payments or amounts
- changes in consideration
- changes in registration
- changes in extent of liability
- changes in use of an acquisition
- corrected GST amount
- corrected input tax credit amount
- decreasing adjustment
- discount
- errors
- foreign exchange gains or losses
- incorrect pricing or deliveries
- increasing adjustment
- interest on early payments
- interest penalties – late payments
- late payment amounts
- late return penalties
- omissions
- previously attributed GST amount
- previously attributed input tax credit amount

- promotional, co-operative or advertising allowances
- rebate
- supply –
    - mixed cancellation or return
    - becoming, or ceasing to be, a taxable supply

Legislative references:
- ANTS(GST)A 1999 9-5
- ANTS(GST)A 1999 9-30(1)
- ANTS(GST)A 1999 9-85
- ANTS(GST)A 1999 11-5
- ANTS(GST)A 1999 11-5(a)
- ANTS(GST)A 1999 11-5(d)
- ANTS(GST)A 1999 11-15(1)
- ANTS(GST)A 1999 11-15(2)
- ANTS(GST)A 1999 11-15(3)
- ANTS(GST)A 1999 11-15(4)
- ANTS(GST)A 1999 11-20
- ANTS(GST)A 1999 11-30(3)
- ANTS(GST)A 1999 15-10(4)
- ANTS(GST)A 1999 15-15
- ANTS(GST)A 1999 Division 19
- ANTS(GST)A 1999 19-10(1)
- ANTS(GST)A 1999 19-10(1)(a)
- ANTS(GST)A 1999 19-10(1)(b)
- ANTS(GST)A 1999 19-10(1)(c)
- ANTS(GST)A 1999 19-10(2)(a)
- ANTS(GST)A 1999 19-10(4)
- ANTS(GST)A 1999 Subdivision 19-B
- ANTS(GST)A 1999 19-40
- ANTS(GST)A 1999 19-40(b)
- ANTS(GST)A 1999 19-40(c)
- ANTS(GST)A 1999 19-45
- ANTS(GST)A 1999 19-45(a)
- ANTS(GST)A 1999 19-45(b)
- ANTS(GST)A 1999 19-45(c)
- ANTS(GST)A 1999 19-50
- ANTS(GST)A 1999 19-55
- ANTS(GST)A 1999 Subdivision 19-C
- ANTS(GST)A 1999 19-70
- ANTS(GST)A 1999 19-70(b)
- ANTS(GST)A 1999 19-70(c)
- ANTS(GST)A 1999 19-75
- ANTS(GST)A 1999 19-75(a)
- ANTS(GST)A 1999 19-75(b)
- ANTS(GST)A 1999 19-75(c)
- ANTS(GST)A 1999 19-80
- ANTS(GST)A 1999 19-85
- ANTS(GST)A 1999 Division 21
-- ANTS(GST)A 1999 Part 2-5
ANTS(GST)A 1999 33-5(1)
- ANTS(GST)A 1999 35-5
- ANTS(GST)A 1999 38-1
- ANTS(GST)A 1999 40-5
- ANTS(GST)A 1999 Division 51
- ANTS(GST)A 1999 78-50
- ANTS(GST)A 1999 84-5
- ANTS(GST)A 1999 Division 93
- ANTS(GST)A 1999 Division 99
- ANTS(GST)A 1999 105-5
- ANTS(GST)A 1999 Division 129
- ANTS(GST)A 1999 129-5(1)
- ANTS(GST)A 1999 Division 130
- ANTS(GST)A 1999 Division 137
- ANTS(GST)A 1999 Division 138
- ANTS(GST)R 1999 40-5.09
- TAA 1953 37
- TAA 1953 70
- TAA Div 3 Pt 11B

Case references:
- *Colgate-Palmolive Pty Limited v. FC of T* 99 ATC 4289; (1999) 41 ATR 357
- *Ballarat Brewing Co. v. FCT* (1951) 82 CLR 364

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