

# Escape Superannuation Fund

Start On Acceptance



Pacific Ridge Capital

## Table Of Contents

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**Introduction**

**Service Summary**

**Payment Schedule**

**General Terms and Conditions**

**Agreement Summary**

**Audit Trail**

## Introduction

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Please find our engagement attached. If you could please review, enter your payment details, and sign when ready. Your SMSF return will be lodged once we receive the signed copy of your tax return and this signed engagement.

Pacific Ridge Capital

## Service Summary

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### Accounting services - SMSF - Annual accounts and Tax Return

Self Managed Superannuation Funds Annual Compliance Annual financial statements and Tax Return for Self Managed Super Funds.

Based on the information being entered and reconciled in an accounting software package.

This includes:

- Completion of the annual financial statements and associated documents for the fund
- Preparation & lodgement of the annual tax return for the fund
- Calculation of updated pension amount
- Disbursement for completion of the actuarial certificate for the fund (if required)
- Arranging for completion of the fund audit
- Other taxation advice provided throughout the period

### Auditing services - SMSF Audit Services

To assist you with an audit of your Self Managed Super Fund financial statements.

## Payment Schedule

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\$1,280.00 excluding \$128.00 undefined

Accounting services - SMSF - Annual accounts and Tax Return

Auditing services - SMSF Audit Services

Billed on completion

## General Terms and Conditions

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David Grafton  
Escape Superannuation Fund  
17 Victoria Esp  
Bellerive, TAS, 7018  
Australia

Dear David Grafton,

### **ENGAGEMENT LETTER – Pacific Ridge Capital and Escape Superannuation Fund**

This is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

**"Client"** or **"you"** means the entity, acquiring goods or services from us in the Engagement Letter.

**"Engagement Letter"** means this document including the Terms and Conditions, schedules and annexures set out herein.

**"Services"** means the scope of the services specified in the Proposal, Engagement Letter, or as varied in accordance with these Terms and Conditions.

#### **Purpose, Scope and Output of the Engagement**

Pacific Ridge Capital will provide professional services at your request. We will provide the Services to you in accordance with the relevant professional and ethical standards. The details of the services provided in this agreement are detailed herein.

Unless otherwise stated herein, the Services covered by this engagement do not include audit or review services, therefore, no assurance will be provided. Unless agreed with you, the Services will not include specific identification of fraud or other illegal acts. If we do identify such acts or omissions, we will inform you. Before doing so, we will notify you as soon as practicable that we have identified any instances of fraud or illegal acts / omissions.

#### **Unanticipated Services**

Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, any additional work will be quoted to you before the commencement of said additional work. Once the scope of the additional work is agreed upon, we will issue an additional or updated letter of engagement via our online proposal system, and will ask you to sign the new agreement before we commence the new work.

Furthermore, Escape Superannuation Fund will agree that if an unanticipated need arises (such as an audit, an amended tax return or a personal financial statement required as part of a loan agreement), this additional work will be performed only after arriving at a mutually agreed-upon price and a Change of Service Request is accepted with a digital signature.

#### **Period of Engagement**

This engagement starts on On Acceptance and is valid until it's ended by mutual agreement or superseded by a newer engagement. We will not deal with earlier periods unless you specifically ask us to do so and we agree. You or we may agree to vary or terminate this agreement at any time without penalty. Notice of variation or termination must be given in writing.

#### **Service and Price Guarantee**

Pacific Ridge Capital will always stand behind the quality and professional nature of the services that we offer. If at any point you are not completely satisfied with the services we have performed, we encourage you to bring this to our attention immediately. We'd love the opportunity to correctly address your concerns and allow us a chance to win your trust back and prevent similar problems from happening in the future.

If you are still not satisfied with the outcome of our services, we will work towards a mutual agreement regarding the payment for services completed. As an example, we may agree to either forgive the related payment or accept a portion of the originally agreed price that reflects your level of satisfaction.

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

### **Ownership of Documents**

All original documents obtained from the client arising from the engagement shall remain the property of the client. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

### **Client Responsibilities and Warranties**

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required to provide the Services; as allowed for by law; or with your express written consent.

The Client is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Clients are also responsible for providing us with such materials and relevant information in a timely manner so that we may provide our Services to you in a timely manner. Clients are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to the Client is only an opinion which is based on our knowledge of the Client's particular circumstances and is informed by the information, materials account records and particulars provided to us by the Client.

You agree that we are entitled to rely on the accuracy and completeness of any information you provide us under this agreement and in order to provide our services to you. Pacific Ridge Capital accepts no liability or responsibility for any loss, damage, claim or expense that you may suffer as a result of you providing us with inaccurate, incomplete, incorrect out of date or untimely accounting records, particulars or information, and you waive and release us from any and all such liability.

You agree to pay Pacific Ridge Capital the Fees in accordance with the Billing Schedule set out in this agreement.

You warrant that you have not relied on any representations or warranties made by Pacific Ridge Capital in respect of the Services which have not been expressly set out in this agreement.

### **Outsourced Services**

We may involve third party contractors or outsourced service providers in providing various aspects of your accounting work. These services may include:

- Accounting file preparation and/ or Data entry into our accounting systems
- Auditing of accounts (including Self-Managed Super Funds)
- Hosting of data on cloud-based servers

A full list of our third-party contractors or outsourced service providers can be found here;

<https://moneytax1->

[my.sharepoint.com/:b:/g/personal/rob\\_prcapital\\_com\\_au/EZJUXCzzHI1LkEQ3SHIH9MsB2IFSQJINSYDkNNIggUsavQ?e=PVRcncr](https://my.sharepoint.com/:b:/g/personal/rob_prcapital_com_au/EZJUXCzzHI1LkEQ3SHIH9MsB2IFSQJINSYDkNNIggUsavQ?e=PVRcncr)

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above. Where the outsourced service requires the disclosure of personal information to an overseas recipient, a consequence of your consent is that Pacific Ridge Capital will be required to take reasonable steps to ensure that Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Pacific Ridge Capital has taken all available measures to ensure the security and privacy of your data is protected and follows the notifiable data breaches scheme as outlined in the Privacy Act 1988.

## **Limitation of Liability**

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: <https://www.psc.gov.au/>.

## **Termination of this engagement**

Subject to any statutory provisions that apply to the Services, and unless otherwise outlined in this Terms document, either party may terminate this engagement at any time by giving 28 days written notice to the other. Either party may terminate this engagement immediately if the other commits any material or persistent breach of its obligations under this agreement, in particular the Terms and Conditions set out in the Engagement Letter (which, in the case of a breach capable of remedy, has not been remedied within 7 days of discovery by the party in breach), or if the other becomes insolvent.

In addition, we may terminate this engagement on reasonable notice if any of the following circumstances occur:

- you fail to pay our accounts on time;
- You fail to provide us with requested information
- you fail to provide us with adequate instructions;
- your instructions involve acting contrary to the interests of another client;
- a conflict of interest has arisen or it is not appropriate for us to continue to act on your behalf;
- we are no longer able to provide all or part of the Services to you because of applicable auditor independence rules or legislation without ceasing to be independent in relation to an audit client; or
- for any other reasonable and just cause.

In addition to our other rights, upon termination you will be required to pay our charges for work done, and for any expenses incurred up to the date of termination together with our reasonable costs and expenses incurred in connection with the early termination of this engagement.

Termination of this engagement is without prejudice to any rights that may have accrued before termination. The Terms and Conditions of this agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

## **Force majeure**

Neither party will be liable to the other for any delay or failure to fulfil their obligations under this agreement if that delay and/or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any government or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

## **Electronic Communications**

You agree that we will communicate with each other by electronic means such as e-mail, SMS etc. We and you each recognise that e-mail and the internet are inherently insecure and that emails and data can become corrupted, are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. We and you each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of you nor we will be responsible to the other on any basis for any loss or damage in any way arising from the use of electronic communication.

## **Billing**

Services may be billed on a fixed rate or hourly billing rate, as indicated herein. Where we cannot provide a fixed rate quote, we will quote an hourly rate in cases of project work where it is difficult to define the scope of the service required. In the case where you have been quoted an estimate based on an hourly rate, Pacific Ridge Capital will inform Escape Superannuation Fund of the amount of time used before we issue the final bill and collect payment. Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST, and are due when rendered. Fees for additional services will be established separately.

## Invoicing and Payment

We will submit our bill(s) as indicated herein. If an extension of our services is requested, we will discuss our fee arrangements at that time. Plan implementation as well as plan monitoring and updating, if needed, are separate engagements. If you choose one of these additional services, a separate engagement letter will be provided. These services will be billed separately.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

## Privacy Act

We may collect Personal Information about your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

## Confirmation of Terms

Please review and digitally sign this letter below to indicate that it is in accordance with your understanding of the arrangements. This letter will be effective for future years unless we advise you of any change.

Yours sincerely,

**Pacific Ridge Capital**

## Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Escape Superannuation Fund I hereby agree to the terms of engagement dated On Acceptance of Xero Accounting PRC as set out above in this letter of engagement.

I, David Grafton, of Escape Superannuation Fund confirm that I understand and agree to the terms of engagement.

Signed: *David Grafton*

Print Name: David Grafton

Date: 18-01-2023 | 5:50 AEDT

## Agreement Summary

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Sender	<b>Pacific Ridge Capital</b>
Recipient	<b>Escape Superannuation Fund</b>
Effective Start Date	<b>On Acceptance</b>
Payment Authority	<b>None</b>
Payment Method	<b>None</b>
Document ID	<b>prop_mpdxbvmacrhaeqa4v2q</b>
Status	<b>Awaiting Acceptance</b>

## Audit Trail

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- ⊕ Proposal created by Phoebe Crammond (203.174.144.83) 18th January, 2023
- Proposal moved to awaiting acceptance by Phoebe Crammond (203.174.144.83) 18th January, 2023