

# M J Oshea Superfund

Start July 1, 2021

Minimum Length 12 months

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## Service Summary

### Services billed monthly

#### SMSF - Financial Accounts and Tax Return (L2) - Monthly

Preparation of the annual financial accounts for your self-managed super fund, including:

- Preparation of Financial Statements.
- Preparation and lodgement of Income Tax Return.
- Binding Nomination Review.
- Live Data Access – including regular monthly review of your data.

#### SMSF - Disbursement of SMSF Class Super - Monthly

Disbursement of software fees associated with ATO practice lodgement services – Class Super.

#### SMSF - Disbursement of SMSF Audit Fees (L1) - Monthly

Disbursement of the audit fees associated with your Self-Managed Super Fund's financial statements.

#### Corporate Secretarial Services - ASIC - Monthly

##### **MD OShea Investments Pty Ltd**

Annual ASIC Statutory requirements including:

- Preparation of the Company's ASIC Annual Statement and Solvency Statement.
- Preparation of the Company Minutes etc. to comply with statutory requirements.

#### Out of Scope Services

Additional services provided throughout the year as and when required.

## Billing Schedule

### Services billed monthly

\$225.50 every month including \$20.50 GST

Recurring

SMSF - Financial Accounts and Tax Return (L2) - Monthly	\$154.00
SMSF - Disbursement of SMSF Class Super - Monthly	\$27.50
SMSF - Disbursement of SMSF Audit Fees (L1) - Monthly	\$23.10
Corporate Secretarial Services - ASIC - Monthly	\$20.90

Billed every month from 10th July, 2021 Services billed 12 times, last billing: 10th June, 2022

Prices to be confirmed and estimates include GST

One Time

Out of Scope Services	\$264.00 per hour
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Billed on completion

### Minimum Price

\$2,706.00

Calculated until: June 30, 2022

Including \$246.00 GST

Totals exclude prices charged per unit and use the minimum values of price ranges.

## Payment Authority

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Contact Name	Dianna O'Shea
Account Name	M J Oshea Superfund
BSB	182512
Account Number	xxxxxx3880

Payment services are provided to Visionary Advisors by Practice Ignition via the Stripe platform. Please contact Visionary Advisors at [denek@visionaryadvisors.com.au](mailto:denek@visionaryadvisors.com.au) for any queries.

By providing your bank account details and confirming this payment, you agree to this Direct Debit Request and the [Direct Debit Request service agreement](#), and authorise Stripe Payments Australia Pty Ltd ACN 160 180 343 Direct Debit User ID number 507156 ("Stripe") to debit your account through the Bulk Electronic Clearing System (BECS) on behalf of Practice Ignition Limited (the "Merchant") for any amounts separately communicated to you by the Merchant. You certify that you are either an account holder or an authorised signatory on the account listed above.

## General Terms and Conditions

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15 June, 2021

Ms D O'Shea  
M J Oshea Superfund  
225 Church Street  
Mudgee, NSW, 2850  
Australia

Dear Dianna,

### **ENGAGEMENT LETTER – Visionary Advisors and M J Oshea Superfund**

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**

Visionary Advisors 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. An exception exists with SMSF, where we may engage in independent third party on your behalf, as required by law, to audit the fund. Any assurance provided by an auditor will be under their terms of engagement directly with you.

#### **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, M J Oshea Superfund 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 1 July, 2021 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**

Visionary Advisors 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.

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. Visionary Advisors 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 Visionary Advisors 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 Visionary Advisors 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

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 Visionary Advisors will be required to take reasonable steps to ensure that Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Visionary Advisors 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:

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- 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 be 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.

### **How fees are calculated**

Our fees are calculated based on time spent on the assignment by our personnel in accordance with hourly rates current at the time the service is performed. We endeavour to estimate our fees in advance and document the costs associated with our service. In most cases we are accurate with our estimate based on the preliminary information provided by you and our experience with similar engagements.

Our fee estimate may vary due to additional transactions and the technical application of the tax law may lead to an increase in fees and we reserve the right to render tax invoices for the actual time spent on your assignment.

Professional fees are exclusive of expenses and disbursements unless the engagement letter states otherwise. You agree to pay Visionary Advisors reasonable disbursements incurred in connection with the service (such as courier services, registered auditor costs, ASIC fees, ATO fees and third-party ledger and lodgement costs).

### **Price Changes**

Please note: Any pricing displayed for third-party subscription services may fluctuate according to increases in the provider's pricing or according to any changes to your specific circumstances. By accepting and signing this Engagement Letter you are agreeing to the fact that any pricing increase or decrease will be automatically reflected in this proposal and updated in your payment schedule and billing accordingly.

We agree to communicate any changes in pricing to the best of our ability as new third-party plans and pricing come into effect, however, you will not be re-engaged at this point.

### **General Enquiries and Advice**

From time to time you may require advice on tax or business matters that requires our skill, care and attention. We will accept your verbal enquiry as our instructions to service you without re-issuing a new engagement. Separate invoices will be issued for the services provided in this situation.

If we estimate the cost of the general enquiry, service or advice will be greater than \$1000 excluding GST, we may issue another engagement or renegotiate the fees with you.



Our standard hourly rates for work outside of our fixed fee arrangement (excluding GST) is:

Principal \$330

Manager \$240

Accountant \$180

## **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,

## **Visionary Advisors**

## **Acknowledgment of Terms of Engagement**

By signing below, I confirm I have the authority to contract on behalf of M J Oshea Superfund, I hereby agree to the terms of engagement dated 1 July, 2021 of Dene Kilpatrick as set out above in this letter of engagement.

I, Dianna O'Shea, confirm that I understand and agree to the terms of engagement.

Signed: *DO'Shea*

Print Name: Dianna O'Shea

Date: 15 June, 2021

# Agreement Summary

Sender	<b>Visionary Advisors</b>
Recipient	<b>M J Oshea Superfund</b>
Effective Start Date	<b>July 1, 2021</b>
Payment Authority	<b>Captured</b>
Payment Method	<b>Direct Debit</b>
Document ID	<b>prop_mcnb3updcneqbpvalhhq</b>
Status	<b>Accepted</b>
Minimum Price	<b>\$2,706.00</b>
Option Selected	<b>Recurring Monthly</b>

Signed *D O'Shea*

Time Tuesday, June 15, 2021 2:14 AM

Location



## Audit Trail

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- ⊕ Proposal created by Rebecca Avard (101.176.159.245) 11th May, 2021
- Proposal moved to awaiting acceptance by Rebecca Avard (1.156.37.46) 15th June, 2021
- Proposal sent to Dianna O'Shea - mikedioshea@gmail.com 15th June, 2021
- Email viewed by Dianna O'Shea - mikedioshea@gmail.com (185.54.228.38) 15th June, 2021
- Proposal viewed by M J Oshea Superfund (185.54.228.38) 15th June, 2021
- Proposal: Recurring Monthly selected by M J Oshea Superfund 15th June, 2021
- ✔ Signed and accepted by Dianna O'Shea (185.54.228.38) 15th June, 2021