



DEED DOT COM DOT AU PTY LTD ABN: 32 123 929 984  
Suite 3.04, Level 3, 29-31 Solent Circuit Baulkham Hills NSW 2153  
Phone (02) 9684 4199 [www.smsfauditorshub.com.au](http://www.smsfauditorshub.com.au)

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## **Contract to offer SMSF Audit Services**

### **CONTRACTING PARTIES**

#### **SUPPLIER OF SERVICES**

DEED DOT COM DOT AU PTY LTD ABN: 32 123 929 984  
Suite 3.04, Level 3, 29-31 Solent Circuit Baulkham Hills NSW 2153  
Herein under called "Supplier"

#### **ASIC APPROVED SMSF AUDITOR**

##### **Auditor Details**

Here in under called "Auditor"

### **RECITALS**

- A.** Supplier has an online portal ([www.onlinesmsfaudit.com.au](http://www.onlinesmsfaudit.com.au)) where the Auditor can complete audit of Self Managed Superannuation Funds (SMSF).
- B.** The supplier has SMSF Accountants and SMSF Administrators (here in under called "Clients") who want to get their SMSF audited by an independent Auditor on the suppliers website ([www.onlinesmsfaudit.com.au](http://www.onlinesmsfaudit.com.au)) at a fixed fee.
- C.** Suppliers clients will upload SMSF Data on the supplier's website ([www.onlinesmsfaudit.com.au](http://www.onlinesmsfaudit.com.au)) to be audited by the Auditor.
- D.** The Auditor agrees to Audit funds on the suppliers website at a set fee as per this contract less \$110 (Incl. GST) to be deducted by the Supplier for providing their services and the website to the Auditor.
- E.** Both parties agree subject to the below Terms and Conditions

# TERMS & CONDITIONS

## 1. Not an employment contract

Supplier has contracted with multiple SMSF Administrators (supplier's clients) for getting their SMSF's audited. Auditor will provide their services to the supplier's clients. For all purposes this is not a full time employment or part time employment contract, hence no minimum wage Awards apply to this contract including any of the award holiday pay, sick leave or public holidays payment from the supplier to the Auditor.

## 2. Terms of Payment

Auditor is responsible to pay their own tax on income. Auditor must supply their ABN and issue the supplier with an invoice at the end of the month. Supplier will pay the invoice within 15 days after reconciling all audits conducted by the Auditor. If the Auditors trade via an ABN on individual name or via a corporate entity, GST will be included in each payment.

## 3. Quality of Work - Funds Audit must be completed within 10 working days

The Supplier agrees that they will assign a dedicated staff member who will be allocating SMSF's provided by its clients to the auditors. This staff member will be responsible for getting all funds completed within the stipulated time of 10 working days.

Each Auditor is responsible to complete audit of Self Managed Superannuation Fund as per SIS Act and Regulations which is allocated by the supplier staff that is uploaded by supplier's clients. Allocation of funds will be done by the supplier to ensure that Independence requirements of APES 110 Code of Ethics for Professional Accountants are not breached.

## 4. Auditor will maintain Confidentiality

The Auditor and all their staff recognize and acknowledge that all records with respect to the clients (Accountants, Administrators and Trustees of the SMSF) and all personal and business information during the term of this agreement and following the termination of this agreement are valuable.

The Auditor agrees that they and their staff members of their audit team to this confidentiality agreement to assure the suppliers client that their personal and client information will not be disclosed to anyone at any time, directly or indirectly, in written or other form, to any person, firm, corporation or other entity.

**4.1 Confidentiality:** Auditor undertakes and agrees, that they will not, either directly or indirectly, both during the contract period and after termination of this contract, without the suppliers prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any Person, or permit any Person to examine or make copies of, any Confidential Information including documents, writings, drawings, materials or records that contain or are derived from any Confidential Information. Confidential Information shall be solely and absolutely vested in and owned by the supplier and the auditor shall not have or claim any right, title or interest therein.

**"Confidential Information"** shall mean and include all suppliers including any

client or customer information, which is proprietary and not available to general public, SMSF data including any financial reports, statistics, knowledge, technical data, trade secrets, know-how, Developments and Intellectual Property and Intellectual Property Rights therein including designs accessed, created, received, exploited, developed or obtained by the auditor during the course of this contract with the supplier.

**4.2 Indemnity for lack of Confidentiality:** Auditor shall be responsible for any breach of any of the terms of this contract and shall be subject to termination in case of any breach. Without prejudice to any other rights or remedies that we may have, auditor agrees to indemnify the supplier from and against any losses, damages, payments, awards, costs, or expenses (including reasonable legal fees and disbursements) as a consequence of any breach of any of the terms including but not limited to breach of confidentiality Terms.

## **5. Client interaction & information & working conditions.**

On day to day basis the Auditor and their staff will be in touch with the Suppliers clients. The Auditor and their staff must follow the below rules whilst dealing with the suppliers clients:

- Maintain security and secrecy of the client's materials (Including documents / data / personal information) related to suppliers client's affairs and should not take a copy of these client materials without Suppliers prior permission.
- Conduct with client work at all times should be in accordance with the professional Code of Conduct.
- Maintain professional ethics in all dealings with the suppliers clients
- Maintain the image and reputation of the supplier while dealing with the suppliers clients and maintain the supplier's values, norms & culture.

Violation of any of the rules should be treated seriously and stringent action would be initiated which could include termination of this contract.

## **6. Notice period**

In case of any emergency arising on account of which an Auditor is not able to attend to an audit which they have commenced, the auditor is required to provide all the information available to the supplier's staff as soon as possible.

Auditor or the Supplier can be discharged from this contract at any time with 15 days notice without assigning any reason to ensure smooth transition / hand over of all pending audits.

The supplier may terminate this contract without assigning any reasons immediately on the grounds of dishonesty / theft, moral turpitude, or for an act of intentional loss to the supplier.

## **7. Restraint of Trade**

The Supplier has executed an agreement with each and every client for each and every audit conducted by the Auditor. During the course of their audit, Auditor will be in direct touch with the supplier's clients.

The Auditor agrees that they will not reach out to the Suppliers clients via any other mode of communication besides our software [www.onlinesmsfaudit.cm.au](http://www.onlinesmsfaudit.cm.au) and for the suppliers work.

Further the Auditor agrees not to provide SMSF audit services to the supplier's clients without our consent. All audit engagements with the suppliers clients will have to be via the Supplier on the supplier's platform. Supplier has signed a similar restraint of trade with the client.

Auditor agrees that if he contacts any SMSF Audit directly for an audit of fund, it will pay to the supplier 10 years of audit fees as compensation for breach of this clause as purchase of goodwill. For clarity of all doubts - if the SMSF Auditor contacts the supplier's clients and the client allocates a fund directly to the SMSF Auditor and the audit fee of that fund is \$550 - the Consumer agrees to pay a sum of \$5,500 as compensation for breach of this clause.

The auditor agrees that they will not contact Suppliers client directly in any form or way to audit funds or for providing any other services to the supplier's client. Further, once this breach is discovered, the supplier will stop the Auditors access to the platform and remove the API offered to link the Consumers website with the supplier's website.

## **8. SMSF Audit Flow**

Each audit will follow the below work flow:

8.0 When the Auditor signs this agreement, a member of the supplier's staff will train the Auditor on how to use our software. This training will happen over recorded and live webinars.

8.1 Suppliers clients will upload data for the suppliers SMSF Auditor to audit.

8.2 The supplier within hours will accept the assignment and allocate the fund to one of its SMSF Auditors to audit and supply the Auditors details to the Client.

8.3 The supplier will send its invoice for payment to the client as per the fixed fee structure - which the client must pay immediately before any audit work begins. To facilitate this process, the client will provide their credit card details to the Supplier.

8.4 If the SMSF Auditor requires more information, he will raise a query from the software itself within 5 working days - at which time the clock will stop.

8.5 The Client must revert to the SMSF Auditor at the earliest. Once all the information is provided, the Audit report & Management Letter for the SMSF will be provided via email and via the online portal within 10 working days.

8.6 If the fund has breached any of the provisions of SIS Act and SIS Regulations, the SMSF auditor is obliged to lodge a Contravention report. All contraventions will be provided to the client via the supplier's platform.

8.7 Once the Audit report is issued, the Client can prepare the income tax return of the fund and lodge it with the regulator.

8.8 If it is found later that the fee charged initially is lower and the fund which is audited has elements which categorizes for a higher fee, a balancing amount is charged and an amended invoice is issued.

8.9 It is the SMSF Trustees duty to ensure that the Income tax return has the correct details of the SMSF Auditor as per the Audit report issued by the Auditor.

8.10 On the last day of the month, the auditor will issue an invoice to the supplier with a spreadsheet (supplier will provide template) of all the funds completed for each client with the level of invoice.

8.11 The supplier will pay to the Auditor the stipulated fees less \$110 Incl. GST per fund for the services rendered by the 15th day of the following month. The level of fees to be charged to the client is pre-determined and all disputes will be handled by the Supplier with their clients.

## **9. SMSF Audit Fees - Fixed Fee**

All our Audit Fees are fixed. The fees for the audit will be as follows:

### **Type A**

**\$440 Incl. GST** : All Members are in accumulation phase. The fund has invested in cash and ASX listed shares and there are no complications in the fund.

### **Type B**

**\$495 Incl. GST** : Above + some members are in pension phase and the fund owns 1 property without borrowing.

### **Type C**

**\$550 Incl. GST** : Above + the property has a borrowing

### **Type D**

**\$605 Incl. GST** : Above + investments in personal use assets or crypto currencies or an in-house asset etc.

### **Type E**

**\$660 Incl. GST** : Above + Investment in related trusts (such as 13.22C Trusts) or related non listed companies.

Additional fees of \$165 will be charged if the fund has a contravention and an ACR has to be lodged with the ATO.

The supplier deducts \$110 Incl. GST from the above fees for their services and pays the balance to the SMSF Auditor.

# Execution

I agree that I have read and understood the above terms and conditions

EXECUTED as an agreement on (Date) - \_\_\_\_\_

\_\_\_\_\_  
**Auditor Name**

\_\_\_\_\_  
Deed Dot Com Dot Au Pty Ltd

# SMSF Auditor Details

Name \_\_\_\_\_

Surname \_\_\_\_\_

ASIC SMSF Auditor Number \_\_\_\_\_

Mobile Phone Number \_\_\_\_\_

Office Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Suburb \_\_\_\_\_

State \_\_\_\_\_

Post Code \_\_\_\_\_

Entity Name  
(Billings) \_\_\_\_\_

Entity ABN \_\_\_\_\_

Entity Banking Details

Bank \_\_\_\_\_

BSB \_\_\_\_\_

Account Number \_\_\_\_\_

By signing below, you authorize [Onlinesmsfaudit.com.au](http://Onlinesmsfaudit.com.au) (Deed Dot Com Dot Au Pty Ltd) to create an receivers GST Tax Invoice as per above details.

\_\_\_\_\_  
Signature of Auditor

Date: \_\_\_\_\_