

## **Terms and Conditions of Engagement**

### **1. SCOPE, APPLICATION AND OBJECTIVES**

Cascade Consulting Services Pty Ltd ("Cascade") provides to the Client certain services as outlined in these Terms and Conditions. Signing our Letter of Engagement constitutes agreement to these terms and Conditions. Please note that a failure to sign the Letter of Engagement does not amount to non-acceptance. Should the Client continue to engage the services of Cascade without having signed the Letter of Engagement, this will be deemed as acceptance of these Terms and Conditions.

These Terms and Conditions aim to provide the foundation of the engagement between Cascade and the Client so as to provide the highest standard of professional service focussed on the particular needs and concerns of the Client. If at any time you require a copy of these Terms and Conditions, this can be arranged by request. If at any time your business details change, we would appreciate it if you could keep us informed.

### **2. CASCADE SERVICES AND COVERAGE**

Cascade will provide the services described in these Terms and Conditions and Letter of Engagement. Cascade's work will be based on the information provided, the circumstances made known to us and the assumptions set out in our correspondence. Cascade understands that as circumstances change, so too does the nature of the service required. Thus, Cascade relies on the Client to bring to our attention as soon as possible any changes in circumstance as it may impact on our advice.

Changes in the law and in interpretations may take place before our advice is acted upon or may be retrospective in effect and we assume no responsibility for changes occurring after the date of completion of the relevant services.

#### **2.1 CHANGES TO SERVICES**

Either of us may request changes to services to be provided or any other aspect of the Terms and Conditions but no such changes take effect unless agreed in writing. Both Cascade and the Client agree to work together to enable both parties to assess the impact of any requested changes on the cost, timing or any other aspect of the services.

#### **2.2 TIME SCALE**

Cascade endeavours to carry out their obligations in accordance with the Client's requirements. However, unless both of Cascade and the Client specifically agree otherwise in writing, the dates contained in the Letter of Engagement are indicative dates intended for planning and estimating purposes only and are not contractually binding unless otherwise expressly advised.

Cascade provides Practice Management System Consulting, Software Support and Management Accounting Services.

Software Support Services include:

Support and training for specialist and general business systems including but not limited to:

- Reckon Elite Practice Management
- Reckon QuickBooks Suite
- LPMS FilePro
- LexisNexis PCLaw
- Microsoft Work, Excel, Outlook, Powerpoint

Practice Management System Consulting include:

- Analysis of business system requirements.
- Training in use of business systems.
- Supply of generic training notes for systems the Client is operating off.
- Development of customised procedures specific to the Client's business.

Management Accounting Services include:

- Process analysis and re-engineering
- Performance Analysis
- Training
- Development of Procedures
- Review of results
- Review of data entry and recommendations and/or corrections
- Preparation of BAS
- Extract of data formatted for handover to the Client's Tax Accountant

Please note that Cascade is **not** a Licensed Tax Agent and does not purport to be one. Cascade is a registered BAS Agent.

### **3. SUPPORT**

Cascade is engaged to provide support to the Client relating to queries about the progress of work or data integrity relating to the Client. If problems with the work or Client data occur and the problem is not at fault of Cascade, then the Client shall compensate Cascade for all work performed by Cascade in connection therewith, on a time and materials basis at Cascade's then current standard rates, unless otherwise agreed by the parties in writing at the time.

For timely product and technical support it is imperative that the client provide remote access to Cascade, however, where reasonably required Cascade will provide on-site support. Please note that out of pocket expenses such as parking and mileage will be invoiced to the Client. In some situations, call out fees for appointments less than four hours may apply. Where travel out to Client offices is not absolutely necessary, Cascade will use in-house remote support tools to deal with issues remotely.

For non-urgent support requests, email [cascade@cascadeconsulting.com.au](mailto:cascade@cascadeconsulting.com.au) or phone (07) 3422 1333.

#### **3.1 REMEDIAL SUPPORT**

If an emergency situation arises in which the Client's software is inoperable, produces incorrect results or fails catastrophically, Cascade will provide a qualified staff member to diagnose and correct the situation as soon as is reasonably possible, but in any event a response via telephone will be provided within 1 business hour.

#### **3.2 URGENCY LEVELS**

<b>Level</b>	<b>Description</b>
1	All staff unable to use substantial parts of covered software
2	Critical part of software not working for all users
3	One user to unable to use software
4	Any Assistance and training requests for general program queries

### **3.3 SERVICES NOT INCLUDED**

- Custom Programming Services

### **3.4 REMOTE ACCESS**

It is a condition of engagement with Cascade that Cascade be supplied with a reliable avenue of remote access to the Client server or other machine in the Client's office with administrative privileges. This is to ensure that efficient and effective support can be given to the Client.

Cascade currently uses a number of remote access tools from different providers. Some of these products include GoToManage, GoToMyPC and TeamViewer. These allow Cascade to access the Client's computer from the Cascade computers rather than incurring the time delays of travelling out to the Client place of business. They run utilities on the Client's computer enabling this access and when Cascade logs off the Client's system, uninstalls these utilities.

Cascade is willing to use other remote support tools nominated by the Client providing that they do not interfere with any programs or activities run by Cascade.

Unattended remote access is set up once and then allows Cascade to log on to a nominated computer in the Client's office without the need for the client to manually log Cascade into the computer each time support is required.

Cascade reserves the right to use the most appropriate remote support tools that may change over time as the market changes.

### **3.5 ON-SITE SUPPORT**

Where reasonable, Cascade will provide on-site support for any technical support issues. However, for minor issues and maintenance support and where travel out to Client offices is not absolutely necessary, Cascade will use in-house remote support tools to deal with issues remotely. Cascade will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Client personnel on production system issues, to the extent possible during normal business hours and as needed.

Support can either be entered into via a support contract or on demand.

### **3.6 ON DEMAND SUPPORT**

Tasks performed under the on demand support include, but are not limited to, installation of additional hardware, training, and consulting. At any time, the Client can request support on demand. The client will be billed for time spent providing the support.

### **3.7 OUT OF HOURS SUPPORT**

Our normal business hours are from 8am to 5pm, Monday to Friday. Out of hours support can be arranged by appointment only. Out of hours appointments can be made between 5pm and 7pm from Monday to Thursday and between 10am and 4pm on Saturdays. Any other out of hours calls or any made without appointment will be charged at a higher rate. Please refer to Annexure 1 of these Terms and Conditions for a Schedule of our Fees.

For after hours support phone 040 999 2317. If there is no answer, please send a text message to the same

number. Response will depend on the availability of staff at the time of the support request.

#### **4. TRAINING**

Cascade offers a wide range of training relevant to the services they provide. Training can be provided for Software use, legal bookkeeping and a range of business efficiency and practice management techniques.

Training is an integral part of the implementation of new software. Unless users are familiar with the navigation and basic use of new software, investment in that software may be jeopardised. Training is conducted by accredited trainers. It is not practical to train a limited number of staff and have them train other staff as the quality and knowledge of the trainers is eroded and inevitably has a detrimental effect on the implementation of a new system or business structure.

It is recommended that the Client hire temporary staff to attend to incoming calls and other office duties while permanent staff are in training. If this is not possible, then it is preferred that training be conducted at a dedicated training facility to avoid distractions and disruptions. If uninterrupted training potentially poses problems, Cascade is willing to negotiate training blocks performed out of business hours.

When implementing new software, the most successful sites have an in-house 'System Champion'. Sometimes this may be one person for document-based areas of a software and another for the accounting-based areas of a software. These people would then be the obvious person to be fully trained in their area of expertise and are often the best option as the person nominated for support contact. This will allow development of the Client's in-house skills and avoid incurring unnecessary costs.

#### **5. RESPONSIBILITY FOR ACCOUNTING AND INTERNAL CONTROL SYSTEMS**

Cascade advises that the responsibility for the maintenance of the Client's accounting system and internal control systems will rest with the Client, including the protection of and prevention against fraud. The entity will be responsible for the maintenance and keeping of its books of account. If any material weakness in the entity's accounting system or internal control systems comes to our notice, we will advise accordingly.

##### **5.1 ANTIVIRUS SOFTWARE**

It is strongly recommended the Client seek the advice of Client about implementing Antivirus software. Many antivirus softwares conflict with various accounting and practice management softwares as well as remote access tools.

At this point in time Cascade's recommended antivirus software is ESET NOD32.

Cascade takes no responsibility for system failures or corruption due to conflicts arising with antivirus softwares.

#### **6. OPERATING SYSTEM UPDATES**

Many operating systems such as Windows have automatic updates that download onto your system that will update when you shut down your machine. It is highly recommended that automatic updates are disabled so that any updates are selected manually.

System updates can conflict with various software components on your machines and can cause some programs to no longer work on your system. Having manual updates gives you more control over your system and more security.

#### **7. DATA BACKUPS AND RECOVERY**

The backup of data on a day to day basis is the sole responsibility of the Client. All corporate documents should be saved on the server. In the event that Cascade provides an update of any

kind or support that could risk any affect the Client's data in a detrimental manner, Cascade will perform a full back up of all data prior to such support being provided where reasonably possible.

Cascade recommends that Client's keep offsite storage of the most recent backup. Our recommended backup strategy is to have:

- Backup of data for Monday – Thursday performed Weekly
- Backup of every Friday in a month performed Weekly
- Backup of data performed Monthly

Cascade is happy to provide free testing of backups made by Clients twice a year.

Any loss of data that has occurred outside of any work by Cascade employees on the Client's system will not be the responsibility of Cascade. In the event that loss of data occurs, Cascade can restore the system to a recent backup on behalf of the client. This will be charged on a time and materials basis.

## **8. REPORTING**

As a part of its services, Cascade may provide the Client with various reports. The Client may make copies of any reports for internal use but must not provide the report or copies of it to any third party without first obtaining Cascade's written consent. Such consent will only be granted on the terms Cascade deem appropriate which will include that Cascade will accept no duty or responsibility to any other party who may seek to rely on our report. In some cases appropriate releases from third parties may be required.

### **8.1 INTELLECTUAL PROPER TY**

Intellectual property rights in all documentation, systems, materials, methodologies and processes brought to the assignment or created in the course of the assignment shall remain and be vested in Cascade.

## **9. DOCUMENTS AND DOCUMENT TEMPLATES**

Any document templates provided by Cascade that are released by third parties (for example, Lexon Insurance or the Australian Taxation Office) will be provided in as close a format to those original release documents. Cascade endeavours to keep those document templates compliant with what is originally supplied and will not make any changes to the substance and formatting of those documents.

Cascade does not take responsibility for document layouts and formatting different to those supplied in our document templates defaults.

Any document templates supplied by Cascade are not to be held as having any legal content. It is the responsibility of the lawyer using the document templates to ensure that accurate legal content is added into the document templates.

Cascade will provide updates as they are available for document templates supplied by third parties.

## **10. INFORMATION AND CONFIDENTIALITY**

### **10.1 INFORMATION**

The Client agrees to provide in a timely fashion all information and documents reasonably required to enable Cascade to provide its services. Unless otherwise stated in the Engagement or Confirmation Letter, Cascade will not independently verify the accuracy of such information and documents and will not be liable for any loss or damage arising from any inaccuracy or other defect in any information for documents supplied by the Client.

### **10.2 CONFIDENTIALITY**

To afford the maximum protection to your confidential interests, all employees of Cascade are required to sign Confidentiality Agreements which strictly forbids unauthorised disclosure of any information.

## **11. SOFTWARE SERVICES**

### **11.1 SYSTEM REQUIREMENTS**

Cascade's minimum recommended specification for installation of the Client's preferred Software ("the Software") requiring interaction with a SQL Database is 2mb. If the Client intends to buy a new computer, it is recommended that the computer has as much RAM as the Motherboard will hold, at a cost effective rate. It is also recommended that no hard disk ever be run at more than 80% capacity. If the hard disk in use is reaching 80% capacity, Cascade recommends that additional disk space be purchased at that time.

Modern versions of server operating systems are available in 32 bit and 64 bit. Some older software including practice management systems, printer drivers and more will not run on 64 bit software.

Your server should have mirrored hard drives – also known as raid – this means you can run multiple hard drives in a computer and if one disk fails you are given a warning. The remaining disks Raid 2 or Raid 5 will continue to run until a technician arrives with a new hard drive to install.

Client sites with an excess of ten users generally should be using a client/server environment. An independent evaluation conducted by their IT provider to ensure scalable performance of the system in the future is strongly recommended.

## **12. INSTALLATION**

Installation will include loading the Software onto a specified server and workstations. The server and workstations must be prepared for use with our software by your IT provider to the minimum specification.

Installation will include:

- Server Install of the Software
- Individual workstation install of the Software
- Set up of user logins and security

### **12.1 SITES REQUIRING INSTALL OF MICROSOFT SQL**

In the absence of a technician to install SQL, Cascade will consider installing SQL for the Client under certain circumstances.

A computer that is brand new or newly formatted usually will install SQL without any issues. A computer that has had numerous software products installed and uninstalled; been used for gaming; or other non-business activities can have major issues installing SQL, in which case Cascade will only install after complete formatting of that computer.

If SQL does not install as expected, Cascade may request the Client to reinstall the computer they wish to install the SQL database on. If the Client does not wish to do this, they will need to engage a computer technician to get SQL installed and running to the specifications required to install the Covered Software.

### **12.2 IMPLEMENTATION**

Implementation of the Software on site will normally include:

- Set up of the software on your server

- Set up of all work stations
- Entry of your opening bank reconciliations
- Entry of your trust opening balances and balancing (if applicable)
- Entry of your opening trial balance up to 50 entries
- Configuration of receipt and deposit templates
- Set up of initial document templates for Letterhead and Facsimile (if applicable)
- Set up of initial tax invoice layout for your firm or clients

### **13. MANAGEMENT ACCOUNTING SERVICES**

Cascade offers a range of management accounting services provided by a qualified CPA, BAS agent and registered ASIC agent. Please note that Cascade is **not** a Licensed Tax Agent and does not purport to be one in any way, shape or form. While Cascade offers services from a qualified CPA and is a registered BAS agent, Cascade is not engaged as the Client's Tax Agent. Therefore any accounting information related to the Client should be obtained from the Client's Tax Agent.

#### **13.1 LODGEMENT OF DOCUMENTS**

Before we lodge any necessary documentation on your behalf, we will forward draft documentation to you for approval. We shall endeavour to ensure that documentation is lodged by the due dates or otherwise to apply for extensions if the situation presented legitimately requires one.

### **14. SAFE KEEPING OF CLIENT RECORDS**

#### **14.1 RECORD KEEPING**

Cascade will keep soft copies of all documentation and work related to its engagement with the Client for seven years. It is practice for Cascade to delete those soft copies after they are more than seven years old.

#### **14.2 ORIGINAL DOCUMENTS**

It is Cascade's policy to not take any original documents belonging to the Client unless absolutely necessary. Should it be crucial for Cascade to have in its possession any original documents, all reasonable and due care will be taken with those documents and returned to the Client as soon as they are no longer required.

It will be the Client's responsibility to ensure the accuracy of the source documents and information supplied. It will also be the client's responsibility to provide this information in a timely manner. All required source documents will be maintained by the Client. Any documents provided by the client will remain the property of the client and any additional working papers remain the property of Cascade. We are at liberty to withhold your information if your account becomes delinquent until such time that our fees are paid in full. Your information will be kept confidential unless authorised or required by law.

### **15. COMMUNICATIONS**

**15.1** During performance of its services, Cascade may wish to have messages and/or documents sent between itself and the Client via e-mail. As e-mail carries with it the possibility of inadvertent misdirection, or non-delivery of confidential material, unless otherwise notified, the Client consents to the use of e-mail in accordance with Clause 15.2.

**15.2** Where messages are sent by e-mail, Cascade will adopt the following procedures and requires the Client to do likewise:

- (1) If sending a confidential e-mail message, the sender will indicate if a response is not wanted in an electronic form. All risks connected with sending commercially sensitive information relating to your business by e-mail are borne by the Client and are not Cascade's responsibility. If you do not accept this risk, you should notify Cascade in writing that e-mail is not an acceptable means of communication.

- (2) Both parties will carry out procedures to protect integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

## **16. PRIOR ARRANGEMENTS**

This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and by its own force terminates all prior arrangements between the parties whether oral or written to relating to the same subject matter.

## **17. FEES AND PAYMENT**

### **17.1 HOW FEES WILL BE CALCULATED**

Fees for the Services will be charged on the basis set out in the Engagement or Confirmation letter. Our fees will reflect time spent and such other factors as complexity, monetary values involved, specialist input required and the urgency of the matters. Goods and services tax (GST) at the prevailing rate will be added to and forms part of our fees.

Our total fees or hourly rates and, where applicable, out of pocket expenses (our "Billings") are based on the currently applicable GST rate (except where we have assessed that the services to be provided GST free). If this GST rate changes, our Billings will be adjusted to reflect the change.

If our Terms and Conditions are not met, resulting in an account becoming overdue or delinquent, we reserve the right to charge the Client a Statement Fee of \$ 100.00 plus GST per statement. If you are having any difficulty in making your payments, we strongly urge you to contact us to avoid legal action.

Hourly rates and training course charges are subject to change. Should this occur you will be notified. Set assignments fees will not be altered, unless the time limit for the quotation has expired.

### **17.2 EXPENSES**

All charges are exclusive of expenses unless the Engagement or Confirmation Letter states otherwise. Cascade will charge the Client out of pocket expenses such as reasonable travel, subsistence, parking and document handling costs (photocopying, printing, fax and courier etc) incurred in connection with the services. The charges will be calculated as the amounts incurred by Cascade (net of any applicable GST input tax credit to which we are entitled) plus GST as applicable. Any special expense arrangements will be agreed and set out in our Engagement Letter.

### **17.3 PAYMENT OF INVOICES**

Unless specifically agreed otherwise, the Client's obligation to pay Cascade's fees and expenses to which Cascade is entitled will not arise until we have issued a fee account to the Client. All invoices will be due for payment within 14 days of issue. Cascade retains the right to charge a commercial rate of interest on accounts which are overdue by more than one month. Cascade reserves the right to charge a Statement Fee of \$ 100.00 plus GST

Payment can be made by the following methods:

- Direct debit into our nominated bank account (displayed on our invoices) – preferred
- Cheque
- Credit Card
- Cash

### **17.4 CALL OUT FEES**

For the majority of support services that can be addressed within the timeframe of an hour, Cascade prefers to provide this support remotely. The remote support tools used by Cascade are industry standard and do not interfere with the client's data integrity or computer processes.

If a client is not comfortable with a remote support session being conducted and Cascade is required to go on site a call out fee is payable. The standard call out fee is \$ 100.00 plus GST however, if Cascade is required to travel for distances over 50 km and is on site for less than 1 hour, a higher rate of call out fee of up to \$ 250.00 may apply.

## **18. TERMS AND TERMINATION**

### **18.1 DURATION OF CONTRACT**

This Agreement will apply from the commencement date stated in the Engagement or Confirmation Letter, if any, or where no commencement date is specified from the date of acceptance of the Agreement as specified in the Engagement or Confirmation Letter.

### **18.2 TERMINATION**

The Agreement may be terminated by either party by written notice if either party fails to remedy a material breach of these Terms of Business.

Otherwise, the Agreement may be terminated by either party provided 60 days written notice of such termination is given.

## **19. LIABILITY**

Cascade and the Client agree that, where the *Professional Standards Act 2004 (Qld)* ("**the Act**") applies to limit the liability of Cascade. It overrides any clause in these terms and conditions that provides for a limit of liability in excess of the amounts provided by the Act, but does not override any clause that provides for a limit of liability below the amounts provided by the Act. A copy of the Act and the Accountants' Limitation of Liability Scheme approved under the Act, are available on request from Cascade.

## **20. EXCLUSIVITY**

Cascade will not be prevented or restricted by anything in this Agreement from providing services for other clients unless a clear and express conflict of interest arises.

## **21. TRAVEL**

### **21.1 MILEAGE**

Cascade will travel to client sites within a 50 km radius of the Brisbane CBD without any charge for mileage. If Cascade is required to travel distances over 50 km from the Brisbane CBD, then mileage will be charged to the client based on the Australian Taxation Office published mileage rates.

If travel other than by car is required such as a flight, then the fare for this travel will be charged to the client and is payable before the travel takes place.

### **21.2 PARKING**

In the event that Cascade is required to travel out to a client site and has to pay parking on site at the client office, then the cost of parking will be charged to the client.

**ANNEXURE 1**

## SCHEDULE OF FEES AND SERVICES

Our standard consulting and support fee is \$ 198.00 per hour incl. GST.

<b>Description</b>	<b>Fee</b>
Senior Consultant	\$ 198.00 incl. GST
Consultant	\$ 165.00 incl. GST
Bookkeeping	\$ 110.00 incl. GST
Data Entry/Clerical Rate	\$ 66.00 incl. GST

This rate is reviewed 1 July of each year and is subject to change.

We offer discounts for prompt payment.

**Call out fees:**

<b>Time Slot</b>	<b>Fee</b>
Before 7.00am	\$ 100.00 plus GST
6.00pm – 8.00pm	\$ 100.00 plus GST
After 8.00pm	\$ 350.00 plus GST
Distances over 50 km	up to \$ 250.00 plus GST

**Out of Hours support fees:**

<b>Time Slot</b>	<b>Fee</b>
Standard Out of Hours Support made by Appointment	\$ 198.00 incl. GST
Out of Hours Support without Appointment	\$ 350.00 plus GST
Out of Hours Support outside nominated hours	\$ 350.00 plus GST

Other services offered by Cascade include:

- Financial Management
- IT Management
- Business Systems
- Turnover Analysis
- Process Review & Improvement
- Increase Productivity & Improvement
- Management Accounting
- Bookkeeping
- Data Entry

These services will be quoted at the time based on the Client's requirements and skill level of Cascade's staff available at the time of the service.

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