



Super  
Concepts

# Administration Services Guide

**Starter • Essentials • Expert**

December 2023

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# Part 1: Administration Services Guide

## Introduction

SuperConcepts is a leading innovator in SMSF services — bringing together services you need for your SMSF through technology built for the future.

We are dedicated to providing the highest level of service for your SMSF administration, reporting and compliance. We take the hassle out of administering your SMSF so you can focus on your investments. Our technology enables you to receive timely and intuitive information to help you make decisions about your financial future. It is backed by electronic data feeds from over 200 financial institutions.

You can contact us by telephone, email or by post:

SuperConcepts

Phone: 1300 023 170

Email: [enquiries@superconcepts.com.au](mailto:enquiries@superconcepts.com.au)

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## Key Features

SuperConcepts administration service includes:

- Setting up a new SMSF or transferring an existing SMSF's administration
- SMSF compliance activities, including lodgment of annual financial statements, income tax and regulatory returns
- Mail house and electronic document storage accessible anytime from your online dashboard
- Access to educational seminars and technical services
- Support from a dedicated customer service team who specialise in SMSFs

## Online Dashboard

Our online dashboard allows you to track your portfolio value, member balances, investments, contributions and pensions. When used in conjunction with our regular reconciliation service it allows you to track the most up to date SMSF information.

Accessible from any device, it also houses all of your SMSF documents and reports.

## Starter

Our Starter service is designed to cater to trustees who intend to invest in cash, term deposits, or listed Australian equities.

The base fee includes:

- year-round fund administration
- compliance monitoring
- regular reconciliation
- the preparation and lodgment of the annual financial statements, income tax and regulatory return

When you become a Starter customer, we will establish a new cash management account for your SMSF with Macquarie (even if you are a transferring customer and already have a Macquarie CMA).

- your Macquarie CMA must be used as the linked cash account for your SMSF
- a minimum balance of \$5,000 should be maintained in your Macquarie CMA

Please see the Macquarie CMA Product Disclosure Statement and the SuperConcepts Financial Services Guide for more information.

All assets are restricted to those where we are able to receive electronic transaction information. These are referred to as 'data-fed' asset.

A list of these assets can be found at: [www.superconcepts.com.au/dataloadslist](http://www.superconcepts.com.au/dataloadslist).

Where a fund investment structure is outside of the above restrictions the fund will move from Starter to Essentials automatically.

Additional fees may apply for applicable services, as set out in the Fee Schedule.

## Essentials

Our Essentials service is designed for customers with a broader investment range.

The base fee includes:

- year-round fund administration
- compliance monitoring
- regular reconciliation
- the preparation and lodgment of the annual financial statements, income tax and regulatory return
- administration of all types of assets
- one residential or commercial property
- two pension accounts
- one limited recourse loan

When you become an Essentials customer, we will establish a new cash management account for your SMSF with Macquarie (even if you are a transferring customer and already have an account with one of these providers).

- your Macquarie CMA must be used as the linked cash account for your SMSF
- a minimum balance of \$5,000 should be maintained in your Macquarie CMA

Please see the Macquarie CMA Product Disclosure Statements and the SuperConcepts Financial Services Guide for more information.

## Expert

Our Expert service is designed for customers with all types of SMSF investments and structures, with a single fee to cover the services required by more complex funds.

The base fee includes:

- year-round fund administration
- compliance monitoring
- regular reconciliation
- the preparation and lodgment of the annual financial statements, income tax and regulatory return
- administration of all types of assets
- pension establishment, commutation and restructures
- lump sum payments of benefits

Additional fees may apply for applicable services, as set out in the Fee Schedule.

## Description of Services

Find out more about what we cover in each of the services we provide and what we require from you to ensure optimal delivery of the service.

Activity	What we will do	What we ask you to do	Service applicable
<b>Getting Started</b>			
Establishing a new SMSF	<p>Make it easy for you to set up your SMSF by giving you a Welcome Kit containing the forms and documents you need to get started, including a Trust Deed for your SMSF.</p> <p>Apply for your fund's Australian Business Number (ABN) and Tax File Number (TFN). Register your fund for GST (if required).</p> <p>Set up a company to act as a Corporate Trustee (if required).</p> <p>Obtain written consents from members to act as trustees or directors of the corporate trustee of the fund and declarations that they are not "disqualified persons". Obtain from Trustees, or directors of the Corporate Trustee of the fund, a declaration that they understand their duties as an SMSF trustee.</p> <p>Provide minutes for the first meeting of trustees. Provide applications for membership of the fund. Provide assistance with full rollovers from your other superannuation accounts.</p> <p>Set up data feeds from financial institutions.</p> <p>Arrange for the establishment of banking and investment products for your SMSF including the linked cash account for your SMSF which will be used to process transactions in and out of the fund.</p>	<p>Complete and sign the Welcome Kit and return to SuperConcepts. Verify your identity and the source of any funds in accordance with Anti-Money Laundering and Counter-Terrorism Financing legislation.</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>
<b>Or</b>			
Transferring your SMSF	<p>Transfer your existing SMSF onto our service, including replacing the Trust Deed for your SMSF, appointing an auditor and completing the previous year's tax return (if required). Arrange for the establishment of banking and investment products for your SMSF that are part of your selected administration solution criteria. Set up data feeds from financial institutions.</p>	<p>Provide the documents and information we request to enable us to provide administration services for your SMSF. If your current SMSF Trust Deed was prepared with your specific circumstances in mind, you may need to seek professional advice before deciding to change the Trust Deed. Verify your identity and the source of any funds in accordance with Anti-Money Laundering and Counter-Terrorism Financing legislation</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>

Activity	What we will do	What we ask you to do	Service applicable
<b>Running your SMSF</b>		Not all services are available with all products, additional fees may apply.	
Online reporting	<p>Provide access to our online Dashboard which gives you more visibility and control over your SMSF, including:</p> <ul style="list-style-type: none"> <li>consolidated view of your SMSF's investment portfolio, contributions and pensions history</li> <li>reporting where unreconciled transactions will be flagged for your attention</li> <li>electronic storage of all your SMSF documents and reports, including copies of your SMSF's annual financial statements, annual income tax returns and regulatory returns</li> <li>ability to run various reports across your SMSF</li> </ul>	<p>Respond to requests to provide the relevant information to help us keep the reconciliation of your SMSF up-to-date.</p> <p>Note: The faster you respond the more up-to-date we will be able to keep your SMSF.</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>
Fund administration and compliance	<p>Support you to ensure your SMSF complies with administration requirements including:</p> <ul style="list-style-type: none"> <li>accounting administration</li> <li>annual financial statements – operating statement (profit &amp; loss), statement of financial position (balance sheet), notes to accounts</li> <li>annual member statements</li> <li>annual Tax and Regulatory Returns</li> <li>minutes of meetings or Resolutions of trustees</li> <li>contribution and rollover processing and compliance</li> <li>Instalment Activity Statement (IAS) lodgments in accordance with your SMSF's PAYG obligations</li> <li>review ATO registration requirements and update where required. For example, PAYG withholding relating to benefit payments and GST.</li> <li>monitor and notify you of compliance issues including movements of assets outside investment strategy, the need for revaluation of non-standard assets, the need for actuarial certificates, upcoming trustee obligations and contribution cap alerts</li> <li>statutory record-keeping of material produced after engagement with our service.</li> </ul> <p>Note: We will provide lodgment documentation to you as soon as they are available, in line with your lodgment due date.</p>	<p>To ensure your SMSF is compliant, you will need to:</p> <ul style="list-style-type: none"> <li>provide all the relevant information (when requested by us)</li> <li>review, sign and return the annual statements</li> <li>ensure the insurance needs of each SMSF member have been considered.</li> <li>monitor your SMSF's investment strategy and asset movements that fall outside it</li> <li>you will maintain copies of documents for statutory record-keeping that were produced prior to engagement of our service.</li> </ul> <p>Note: You are responsible for the running of your fund, including overall compliance, even where you use professionals to help you.</p>	<p>Starter (except in relation to GST administration)</p> <p>Essentials</p> <p>Expert</p>
Annual fund audit	<p>Arrange for the appointment of a specialist independent auditor for your SMSF as required by the ATO, including preparation of the annual audit of your SMSF's tax return.</p>	<p>Respond to audit requests and provide the relevant information requested.</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>

Activity	What we will do	What we ask you to do	Service applicable
<b>Running your SMSF</b>		Not all services are available with all products, additional fees may apply.	
Property administration	Compile the compliance administration documentation required by the ATO in relation to any properties in which your SMSF invests. Assist with the arrangement of annual property valuation when assessment criteria are met.	Provide all necessary documentation requested in a timely manner. Payment of property related expenses if we are not authorised to make such payments on your behalf.	Essentials Expert
Limited Recourse Borrowing Arrangement (LRBA) Administration	Compile the compliance administration documentation required by the ATO to any LRBAs you have in place for your SMSF. Note: this service incurs an additional fee on some products.	Provide all the relevant information (when requested by us) that we need to complete these activities.	Essentials Expert
Pension administration	If requested by you, administer your members' pensions, including: <ul style="list-style-type: none"> <li>• calculating taxable and tax-free percentages</li> <li>• producing all notifications and minutes required</li> <li>• request the level of initial pension that is available</li> <li>• helping you monitor your minimum and (if applicable) maximum pension thresholds</li> <li>• facilitating lump sum payments</li> </ul>	Withdraw the required minimum amount during the financial year.	Starter Essentials Expert
GST Administration	Support you to ensure your SMSF attends to its administration requirements, including: <ul style="list-style-type: none"> <li>• Administration of GST applicable to transactions</li> <li>• Calculation of GST liabilities</li> <li>• Business Activity Statement (BAS) lodgment</li> </ul>	Provide all the relevant information that we need to complete these activities.	Essentials Expert
Actuarial certification	If your SMSF requires it, we will arrange for the appointment of a specialist independent actuarial firm to produce an Actuarial Certificate for your SMSF (additional fee is required).		Starter Essentials Expert
Mail house service	Scan and store the documents on your online Dashboard and destroy the physical documents securely. Raise requests for any necessary actions. Bank the cheques received on behalf of your SMSF, including those relating to corporate actions and rollovers, if you have specified in the share registry to use our address.	Attend to requests in a timely matter. Download forms, vote in person or online for any corporate action, EGM, or AGM, or appoint a proxy to vote on your behalf. Make payments for expenses where we are not authorised to do so.	Starter Essentials Expert

Activity	What we will do	What we ask you to do	Service applicable
<b>Running your SMSF</b>		Not all services are available with all products, additional fees may apply.	
Facilitation of payments	<p>Upon establishment we will arrange the opening of a cash account from a range of institutions we work with.</p> <p>The working cash account is reconciled on a regular basis which allows us to monitor and process all transactions in and out of the fund. If you provide us with a signed authority on your account we can facilitate tax payments, investment purchases, payments of insurance premiums, periodic payments and one-off transfers where required.</p>	<p>Provide us with signed authority to operate your account.</p> <p>Provide us with the relevant invoices which require payment.</p>	Expert
Transfer Balance Account (TBA) Reporting	<p>SMSFs are required to report events to the ATO which impact on an individual's TBA. This will impact all SMSFs that have a member in receipt of a superannuation pension from any super fund. Events which impact a member's TBA and are therefore required to be reported include:</p> <ul style="list-style-type: none"> <li>• the commencement of a new retirement phase income stream</li> <li>• full and partial commutations of retirement phase income streams</li> <li>• some limited recourse borrowing arrangement payments</li> <li>• personal injury (structured settlement) contributions</li> <li>• compliance with a commutation authority issued by the Commissioner</li> </ul> <p>We will report such events to the ATO on a monthly basis.</p>	Advise us of any event we are not yet aware of.	<p>Starter</p> <p>Essentials</p> <p>Expert</p>

Activity	What we will do	What we ask you to do	Service applicable
<b>Additional Services</b>			
Non-Standard Asset Administration	<p>Compile the compliance administration documentation required by the ATO in relation to any non-standard assets in which your SMSF invests. Guidance on valuation and other compliance requirements.</p> <p>*A non-standard asset is any asset listed below, but not limited to:</p> <ul style="list-style-type: none"> <li>• Crypto-currency</li> <li>• Unlisted shares &amp; equities</li> <li>• Closely held unit trusts</li> <li>• Collectables, artwork or jewellery</li> </ul>	<p>Provide all necessary documentation requested in a timely manner.</p> <p>Take any necessary action to ensure the compliance of your fund.</p>	<p>Essentials</p> <p>Expert</p>
Company maintenance service	<p>If you opt for a corporate trustee structure, we can support the maintenance of the company including attending to the ASIC annual review and other regulatory requirements associated with a special purpose superannuation trustee company, or trading company used as the holding trustee for assets under a LRBA.</p>		<p>Starter</p> <p>Essentials</p> <p>Expert</p>
LRBA set up	<p>Support you to set up a Limited Recourse Borrowing Arrangement (LRBA) – which is a special kind of loan which enables you to borrow to invest in property or other assets within your SMSF.</p>	<p>Arrange your loan via a commercial lender, once the LRBA has been established.</p>	<p>Essentials</p> <p>Expert</p>
Pension set up	<p>If requested, assist with establishing pensions (including transition to retirement pensions).</p>	<p>Seek financial advice relating to pension strategies.</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>
Trust Deed amendment or upgrade	<p>Your Trust Deed is the “rule book” for your SMSF. It is important that it is kept up-to-date to remain compliant and in line with the latest legislation. We can arrange for your SMSF’s Trust Deed to be updated – this service will be provided to your SMSF by an external law firm selected by us and includes a thorough legal review.</p>	<p>Sign and return the updated Trust Deed.</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>
Change in trustee/ member details	<p>For SMSFs with an individual trustee structure, we can:</p> <ul style="list-style-type: none"> <li>• prepare the statutory paperwork including trustee minutes and ATO trustee declarations where you make changes to the members of your SMSF</li> <li>• assist with the preparation and lodgment of the ATO change of details form</li> </ul>	<p>Sign and return any requested documentation. Change the name of the trustees on assets</p>	<p>Starter</p> <p>Essentials</p> <p>Expert</p>

Activity	What we will do	What we ask you to do	Service applicable
<b>Additional Services</b>			
Postal Service	Print and post hard copies of your SMSFs financial documents, task notifications, invoices and other necessary documents you do not wish to access and complete via the Dashboard	Consider whether you require hard copies of your communications mailed to you.  Advise our customer service team if you would like to elect for this service.	Starter Essentials Expert
ROPS (UK Pension) ongoing reporting	<p>The UK pension rules are subject to change, but currently require certain transactions to be reported for at least 10 years after an amount is transferred to a Recognised Overseas Pension Scheme (ROPS), including:</p> <ul style="list-style-type: none"> <li>the first pension payment of each new pension account for the member</li> <li>lump sum payments from accumulation accounts</li> <li>rollovers to other fund</li> <li>changes to fund details, such as name, address and changes to the trustee structure</li> <li>when the fund ceases to be a ROPS</li> </ul> <p>Please note, we do not act as the Scheme Manager for ROPS reporting. If you require our assistance with a reporting requirement we will charge by quotation.</p> <p>We can assist with:</p> <ul style="list-style-type: none"> <li>preparing the necessary forms for you to sign</li> <li>providing instructions on how to lodge with UK HMRC (His Majesty's Revenue &amp; Customs) within the relevant time frame</li> </ul>	<p>You are responsible for recording all reportable events and requesting the completion of the relevant forms.</p> <p>It is the trustees' responsibility to maintain the ongoing reporting obligations to UK HMRC.</p>	Starter Essentials Expert
<b>Winding up or terminating your SMSF</b>			
Wind-up	<p>If you decide to wind-up your SMSF, we will:</p> <ul style="list-style-type: none"> <li>reconcile and prepare your fund's final year accounts and member balances</li> <li>prepare all the necessary documentation and attend to all the required statutory reporting</li> <li>arrange the final year audit of your SMSF</li> <li>inform you of the necessary transactions and payments you need to make from your SMSF</li> </ul>	You will need to provide us with any necessary information we request and follow the instructions provided to you, wind-up fee is also required.	Starter Essentials Expert
Termination	<p>If you decide to terminate your administration service with us, we will:</p> <ul style="list-style-type: none"> <li>prepare all the necessary documentation required to hand over to your new administrator, including your financial statements</li> <li>liaise with your new administrator on queries relevant to your fund</li> </ul>	You will need to provide us with any necessary information we request and follow the instructions provided to you, and pay any outstanding fees due.	Starter Essentials Expert

Activity	What we will do	What we ask you to do	Service applicable
<b>Sharing our expertise</b>			
SMSF Education	<p>We have a team of highly regarded SMSF experts who have many years of experience working with SMSF trustees. Our technical experts play an important role in helping SMSF trustees stay abreast of legislative developments and with some of the more technical aspects of running an SMSF. A technical help desk is available to support you in your role as a SMSF trustee.</p> <p>As part of your administration service you can access education and technical support programs run by our technical team including:</p> <ul style="list-style-type: none"> <li>trustee information seminars and webinars</li> <li>legislative updates and newsletters</li> </ul>		Starter Essentials Expert

## Fee Schedule

The Fee Schedule outlines the cost which we will charge for the administration services we supply to you. If we decide to change any of the fees set out in this Fee Schedule, we will provide you with at least 30 days' prior notice of the change.

The Fee Schedule doesn't include any product fees that may be charged by a third-party product issuer, government charges, government levies, investment costs, insurance costs or other costs you may incur in running your SMSF.

Where government charges and taxes apply, these are payable by you. The fees payable under this agreement are in Australian dollars and are inclusive of GST. If the GST payable on those fees increases (for example, as a result of an increase in the GST rate) our fees will correspondingly increase without further notice, to take account of the increased GST payable.

In establishing your SMSF we will charge the fees related to the set up of your SMSF up front.

### Establishment and set up costs

Activity	Fee
Fund set-up — New (includes trust deed establishment from our provider)	\$650
Fund set-up — Transfer	Free
Corporate trustee establishment	\$990
LRBA set-up	\$880
Corporate trustee establishment for bare trust	\$990

## Annual cost of running your SMSF

Activity	Starter	Essentials	Expert
Base administration fee	\$1,100	\$2,200	\$3,410
Independent audit	\$539	\$539	\$539
Audit Facilitation – using your own auditor	N/A	\$286	\$286
Property administration per property, per annum	N/A	One Property Included \$319	Included
LRBA administration per LRBA, per annum	N/A	One LRBA Included \$121	Included
Pension administration per pension account, per annum	Account Based Pensions Only \$121	Two Account Based Pensions Included \$121	Included

## Other service costs you may incur

Activity	Starter	Essentials	Expert
Non-Standard Asset Administration	N/A	\$396	Included
Actuarial Certificate – Account Based	\$242	\$242	\$242*
Actuarial Certificate – Defined Benefit	N/A	N/A	\$616
Pension set up	\$220	\$220	Included
Pension commutation/lump sum withdrawal	\$110	\$110	Included
GST Administration – per annum	N/A	\$220	Included
PAYG Withholding administration – per annum	\$220	\$220	Included
Company secretarial and corporate trustee maintenance – per company, per annum	\$154	\$154	\$154
Facilitation of rollovers outside of establishment per transfer	\$121	Included	Included
Facilitation of payment	N/A	N/A	Included
Segregated asset administration – per segregation	N/A	N/A	\$792
Segregation set up per asset, maximum \$550	N/A	N/A	\$121

\*Fee updated 8/11/2023

Activity	Starter	Essentials	Expert
Segregation amendment, per asset	N/A	N/A	\$55
Trust deed refresh including legal review	\$374 – Previous SuperConcepts Deed \$484 – Non-SuperConcepts Deed		
Lost deed replacement	\$484	\$484	\$484
SMSF trusteeship restructure/amendment	\$275	\$275	\$275
Declaration/Acknowledgment of trust (when purchasing a property)	N/A	\$330	\$330
Death benefit processing (per death benefit payment)	\$242	\$242	\$242
UK Pension (ROPS) set up	\$550	\$550	\$550
Tax and compliance consulting, per hour including consulting for remedial compliance service, assisting with non-compliance with ATO and other compliance matters	\$418	\$418	\$418
Prior year returns (ancillary fees may apply)	\$1,100	\$2,200	\$3,410
Catch-up processing	1/12 of base administration fee, per month of catch-up processing required		
Postal Service	\$264	\$264	\$264

## Exiting your SMSF

Activity	Fee
Termination of service or transfer to another administrator	2 months additional base administration fee
Termination of service or transfer to another administrator within the first 12 months	Balance of 12 months base administration fee plus 2 months additional base administration fee
Windup	\$1,100

If you require any other services not listed in the schedule above please contact us and we can quote you the cost prior to you obtaining the service.

We reserve the right to review and update our fees, particularly if we deem the assets involved and/or the services we provide to you are more complex than what we consider to be the standard.

## Part 2: Terms and Conditions

SMSF Administration Solutions ABN 76 097 695 988, AFSL 291195, part of SuperConcepts Group is responsible for the Services as set out in these Terms and Conditions.

In these Terms and Conditions:

- “you” and “your” means the Trustee(s) of your self-managed super fund (‘SMSF’); and
- “us”, “we”, or “our” means SMSF Administration Solutions ABN 76 097 695 988, AFSL 291195, part of SuperConcepts Group

You are advised to read these Terms and Conditions carefully before signing the Application Form and keep them in a safe place for future reference.

### 1. Definitions

The following terms have, unless the context otherwise requires, the meaning respectively set out after them:

- “Application Form” means the application form completed by you in respect of the provision of the Services;
- “Fee Schedule” means the Fee Schedule set out in Part 1 of this document, available on the SuperConcepts website;
- “Fees” means the fees applicable to the Services as set out in the Fee Schedule;
- “GST” means a goods and services tax imposed by the GST Law;
- “GST Law” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), A New Tax System (Goods and Services Tax) Regulations 1999 (Cth) and all associated legislation;
- “Privacy Policy” means our privacy policy available on the SuperConcepts website;
- “Services” means either the Starter, Essentials, or Expert service that you have chosen, a description of the services being set out in Part 1 of this document, and available on the SuperConcepts website;
- “Tax Invoice” means an invoice as prescribed in the GST Law;
- “Taxable Supply” is a taxable supply as defined under the GST Law; and
- “Terms and Conditions” means these terms and conditions.

### 2. Agreement and Acceptance

- The Terms and Conditions, along with the Application Form, the Administration Services Guide and the Fee Schedule set out in Part 1 of this document, form the terms and conditions on which you agree to be bound for the provision of the Services.
- By signing the Application Form and/or by using the Services, you will be taken to have read, understood and accepted these Terms and Conditions and agree to be bound by them.

### 3. Our services and obligations

- We offer an SMSF administration service which includes the services as listed in Part 1 of this document. Our SMSF administration offer extends to both new SMSFs and to existing SMSFs transferring to us. On your instruction, we may also provide relevant additional services to you. For detail on the SMSF administration service that suits you, please read the Description of Services in Part 1 of this document.
- Although we provide some financial services, we do not provide investment advice or any financial advice that takes into consideration your personal circumstances. We may only provide factual information and general advice. You need to decide what is right for you and your SMSF after considering your goals and personal circumstances. We can arrange and administer the application, acquisition, amendment and cancellation of financial products. You should read our SuperConcepts Financial Services Guide (FSG) for more information.
- We may refer you to other providers of financial products and services or arrange for them to issue products and services to your SMSF. The kinds of financial products arranged depends on which Service you have, but may include deposit and payment products, life insurance products, superannuation products and managed investment schemes. If this occurs, you will receive the relevant documents for the financial products that these providers issue.
- We will provide you with access to our online interface, the Dashboard, to allow you to access

your SMSF information (“Dashboard”). The Dashboard is one of the ways by which we deliver SMSF administration communications to you. These include requests for information and alerts about your SMSF. Where we make requests of you using the Dashboard, you can respond to our requests using the Dashboard.

## 4. Your obligations

By using the Services, you agree to the following:

### 4.1 Your acknowledgements

You acknowledge that:

- a. You have either received professional advice in relation to these Terms and Conditions and its tax implications or you have had the opportunity to obtain such advice and have decided not to, and that the Services are appropriate for you and your SMSF and your circumstances.
- b. We undertake to use reasonable endeavours to help support you with your SMSF compliance obligations by providing the Services.
- c. However, as you are the trustee, you are ultimately responsible for the operation, management and compliance of your SMSF. To assist you, you should obtain professional advice regarding your specific obligations for the management and compliance of your SMSF.
- d. You and your SMSF comply and will continue to comply with all relevant laws.
- e. We are not responsible for reviewing or advising you on your SMSF’s investments.
- f. Other than the Services we are not responsible for the delivery or performance of any of the products or services that you may use or engage or that are arranged by us on your behalf including any financial products and services. We disclaim any warranties concerning the accuracy or content of any information, products or services provided to us by a third party.
- g. Where you have engaged us (or entities related to us) as your tax agent to report to regulators on your behalf matters relating to your compliance obligations (including transfer balance account reporting), you consent to us making such reports.
- h. We engage entities such as other businesses, service providers, consultants and other organisations (located in Australia and overseas)

to assist us to deliver the Services. Most, but not all, of these entities are related to us. By accepting the Services (or the services of a tax agent that is related to us) you are consenting to disclosure of information about you and your affairs to these entities. Where we disclose information about you or your affairs we do so in accordance with our Privacy Policy

### 4.2. Your undertakings

You undertake that, by engaging us, and by using the Services:

- a. You will respond, in a timely manner, to any requests we send you in relation to your SMSF in order for us to provide the Services;
- b. You will manage your SMSF in accordance with the trust deed for your SMSF and all applicable laws.
- c. You will immediately notify us if you receive a determination that your SMSF is non-complying, or for any reason ceases to exist, or of any other matter that may affect the administration of your SMSF.
- d. You will pay the Fees on a timely basis.
- e. You will notify us as soon as practicable where any information you previously supplied to us has changed, or is incorrect.
- f. You will maintain sufficient funds in your SMSF’s nominated bank account to allow us to deduct any Fees owed. Failure to do so may attract additional charge.
- g. We will liaise with you, your adviser or such other person in accordance with your written instructions, in relation to your SMSF.
- h. We will accept written instructions in relation to the operation of your SMSF from authorized contacts. Unless you instruct us otherwise, the authorised contact may act on your behalf
- i. in all matters relating to your SMSF, which may include but not be limited to, investment purchases and sales, corporate actions (including dividend reinvestment plans, rights issues, bonus re-investment plans, voting rights, investment instalment payments, calls and top up schemes), pension and benefit payments, regular withdrawals, allocation of contributions, taxation payments, statutory lodgments and expenses of your SMSF.

### 4.3. Third party authorities

- a. For the purpose of administering your SMSF, you authorise, on an ongoing basis until you provide written notice stating otherwise, that all relevant information pertaining to your SMSF investments, insurances, bank accounts, or any other personal and financial information from third party providers (“SMSF Information”), be released to us and/or our nominated service providers from time to time in such form and at such times (including via datafeed) as is requested by us, or our related bodies corporate, successors or assigns or by the third party providers. We may provide data in relation to products and services held by your SMSF to third party providers to facilitate the administration of your SMSF and the provision of the Services.
- b. Your authorisation includes us executing any relevant documentation on your behalf to obtain the SMSF Information, where we deem necessary.
- c. In providing your authorisation under this clause 4.3, you acknowledge that the nominated service provider is released from any liability for actions taken by us, can terminate any data provision at their notice, may receive commission for the provision of data, and that we are not liable to you or to any person for any loss or damage caused by an act or omission of that third party provider.

### 4.4. Communication and your instructions

- a. You agree to receive all communications from us via the Dashboard or via email. You agree to, and you will provide instructions online via the Dashboard or via email.
- b. We will not act on instructions if they are unclear, incomplete or otherwise not in accordance with these Terms and Conditions or superannuation law. We will advise you if we will not act on any such instruction.
- c. We may provide documents to you electronically through a third party.
- d. You agree to provide us with any reasonable documents, information or instructions we reasonably require to enable us to perform our obligations and in order to provide the Services, or as required by law, and you will ensure that the information provided is accurate.

- e. You agreed to notify us as soon as practicable where any information you previously supplied to us, including contact details, has changed, or is incorrect.

### 5. Fees

- a. Our Fees are set out in the Fee Schedule.
- b. The Fees may change from time to time. We will provide you at least thirty (30) days prior written notice of any change to the Fees.
- c. The Fees will be deducted on a monthly basis from the nominated bank account of your SMSF. Fees for annual based Services will be deducted annually, and as required for ad-hoc services.
- d. We will deduct our fees from the nominated bank account of your SMSF and you agree to execute all documentation required to authorise and enable us to do so.
- e. You will need to ensure the nominated bank account of your SMSF holds sufficient funds to cover any Fees. We are not responsible for bank fees that may result from the nominated bank account of your SMSF carrying insufficient funds.
- f. If the nominated bank account of your SMSF has insufficient funds and the Fees are unpaid for one or more months, we reserve the right to recover the Fees from you in your personal capacity.
- g. We reserve the right to recharge you for any dishonour fees that we incur in our attempt to debit the nominated bank account of your SMSF.
- h. We reserve the right to pass on fees associated with debt collection, should you have outstanding amounts referred to a Debt Collection Agency
- i. Where government charges and taxes apply, these are payable by you.
- j. We may charge an additional fee if we deem more work is required than is standard. We will provide a quote of the total fees for the additional work for your approval, prior to the commencement of such additional work.

### 6. GST

- a. The Fees are inclusive of GST unless otherwise stated.
- b. If any Supply under these Terms and Conditions is a Taxable Supply, then we will provide you with a valid Tax Invoice as required by GST Law.

## 7. Amendments and termination

- a. We can amend these Terms and Conditions immediately by notifying you of any changes. However, if we consider any amendment to be material, we will give you 30 days' prior written notice.
- b. Either party may terminate these Terms and Conditions by giving the other party 30 days' written notice. Fees may apply. Please refer to our Fee Schedule.
- c. Where we have given you 30 days prior written notice of a change to these Terms and Conditions, you may elect to terminate this agreement by giving us 14 days written notice. Fees may be payable.
- d. If you have not made a rollover or contribution into your SMSF or if you have made a rollover and withdrawn the full amount of your fund balance and provide us with no corresponding document by the time your SMSF's first tax return is due, we reserve the right to terminate this agreement. If we do so, we require any Fees owing to us to be paid to us in your personal capacity. We may also provide this information to the appropriate regulator.
- e. If you do not respond in a timely manner to tasks we send you in relation to your SMSF and, as a result, we are unable to provide the Services to you, we reserve the right to terminate this agreement. If we do so, we require any Fees owing to us to be paid to us in your personal capacity.
- f. Following termination of this agreement: we will not conduct any further work on your SMSF, including as tax agent or report to regulators on your behalf (where applicable), unless we are directed by you; we will provide you with a summary of the Fees you will incur before any further work takes place, and subject to you having discharged all outstanding Fees, we will prepare and promptly deliver stored data, files and related material regarding your SMSF's administration to you or a person nominated by you.
- g. We can transfer our rights and obligations under these Terms and Conditions to any of our related bodies corporate by notice to you.
- h. The termination of this agreement shall be without prejudice to the accrued rights or remedies of either party.

## 8. Indemnities, liabilities and Force Majeure

- a. We are not liable to you or your SMSF for any losses (direct or indirect) relating to your SMSF and the use of the Services. Our total liability for the Services is limited to the Fees we charged you within the last 12 months.
- b. However, to the extent that the liability in (a) above directly results from any fraud, default, dishonesty or negligence from us, we will indemnify you against any liability directly arising from such fraud, default, dishonesty or negligence.
- c. If we fail to meet our obligations due to events beyond our control including fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, strikes, power cuts, lockouts, labour difficulties, pandemics, epidemics or government enforced restrictions, we will be excused. We will notify you in writing outlining the estimated time impact as soon as the failure or delay is anticipated and make reasonable efforts to recommence our obligations without any delay.

## 9. Dashboard access conditions

The following conditions apply in relation to your access to the Dashboard:

- a. You can access information with a Login ID and password to your Dashboard. You are responsible for keeping these confidential.
- b. We will give access to your information to anyone who uses your Login ID and password or who complies with any other security procedure that we may use.
- c. Any action by that person will be taken to be by you and will be binding on you.
- d. You must tell us immediately if you suspect that any unauthorised person has access to your Login ID or password.
- e. We can only accept responsibility for the reliability of data and information that is within our control.
- f. We are not responsible for transmissions of any computer virus or other unwanted programs or information from or associated with your Dashboard use.
- g. We are not responsible for the accuracy or content of information or material that we provide, which you then change and give to a

third party or give this information in a different form from what was in the Dashboard.

- h. We may suspend or cancel your access to the Dashboard but will give you notice beforehand if possible.
- i. You acknowledge that anything associated with or available through the Dashboard belongs to us or other third parties and is protected by intellectual property rights.
- j. You release, discharge and indemnify us from and against all liabilities and costs (including legal costs) incurred by you as a result (direct or indirect) of your use of (or inability to use) the Dashboard.

## 10. Privacy

It is important you can trust us with your Personal Information, as defined in the Privacy Act 1988 (Cth). We will collect, use and disclose personal information in accordance with our Privacy Policy.

We are committed to protecting your privacy. When we request personal information, we will normally explain why we need it, how it will be used and who we share it with.

To understand our customers' administration needs effectively, we need to collect certain personal information. We may collect personal information directly from you, your employer, your financial adviser or anyone authorised by you or acting on your behalf.

## 11. Dispute Resolution

### 11.1 General

- a. The parties must try to resolve any dispute or claim in connection with these Terms and Conditions or its performance ("Dispute") in accordance with this clause 11. The parties must not commence any Court proceedings (other than an application for urgent interlocutory or declaratory relief) until these procedures are exhausted.
- b. All procedures in this clause 11 will occur in South Australia.
- c. A party must continue to perform its obligations under these Terms and Conditions despite the application of this clause 11.

- d. This clause 11 continues indefinitely.

### 11.2 Negotiation

- a. A party may at any time give the other parties notice of a Dispute ("Dispute Notice"). The date upon which the Dispute Notice is delivered is referred to as the Dispute Notice Date.
- b. The parties must deliver to each other a written response ("Answer") within ten (10) business days after the Dispute Notice Date. The Dispute Notice and Answer must include:
  - i. a statement of each party's position and a summary of arguments supporting that position; and
  - ii. what action (if any) that party thinks will resolve the Dispute.
- c. Representatives of all parties who are authorised to resolve the Dispute must meet within twenty (20) business days of the Dispute Notice Date to negotiate in good faith to resolve the Dispute.

### 11.3 Mediation

If the Dispute has not resolved within twenty five (25) business days of the Dispute Notice Date it will (unless all parties agree otherwise) be mediated in accordance with the Australian Commercial Disputes Centre Guidelines for Commercial Mediation current at the Dispute Notice Date. Those Guidelines are incorporated in these Terms and Conditions. Where there is any inconsistency between those Guidelines and these Terms and Conditions, these Terms and Conditions prevail.

## 12. Miscellaneous

- a. Any notice or other communication to or by a party to these Terms and Conditions must be in writing addressed as shown on the Application Form or to any other address specified by either party to the sender by notice in writing.
- b. A reference to any legislation or legislative provision includes any regulations or other delegated legislation or instruments made or issued under it and any consolidations, amendments, re-enactments or replacements of it and any of them.
- c. These Terms and Conditions shall be governed and construed in accordance with the laws prevailing in the State of South Australia.

- d. No warranty or other provision of these Terms and Conditions merges on completion of these Terms and Conditions.
- e. These Terms and Conditions supersede all prior agreements and understandings between the parties with respect to its subject matter.

Where our disclosure documents ask for personal information, we will normally state the purposes for which it is being collected and to whom it may be disclosed. We collect, hold, use and disclose customers' personal information so we can establish, manage, administer the products and

services provided by us, and comply with legal and regulatory obligations. It's your choice whether to provide your personal information. However, if you don't, we might be unable to fulfil your request for a specific product or service or be unable to identify you to protect you against fraud.

For further information on how we handle your personal information please read our Privacy Policy at [www.superconcepts.com.au/privacy](http://www.superconcepts.com.au/privacy), refer to the relevant disclosure document or [contact us](#).

#### FOR MORE INFORMATION

##### **SuperConcepts**

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