



SMSF

# Technical Consultation Services Guide

July 2024

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SMSF Administration Solutions Pty Ltd ABN 76 097 695 988, part of SuperConcepts Group, is responsible for the services as set out in this document.

# Part 1: SMSF Technical Consultation 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, technical services and education.

We have a team of highly regarded SMSF experts who have many years of experience working with SMSF trustees and their advisers. 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.

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

### **SuperConcepts Quality and Technical Team**

Phone: 1300 023 170

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

Address: GPO Box 9981, Adelaide SA 5001

## Key Features

SuperConcepts Technical Consultation Services includes a range of services you can access on top of your administration services.

This guide includes:

- Description of Technical Services we provide
- The fees we charge in relation to these services
- What you would need to provide to enable us to support you
- Access to educational seminars and technical services

## Description of Services

Activity	What we will do	What we ask you to do
<b>SMSF Health Check</b>	<p>Our Technical Team can examine and provide information and guidance on technical matters including but not limited to:</p> <ul style="list-style-type: none"> <li>• Assistance with the remediation of audit qualifications, requests.</li> <li>• The understanding and practical application of technical matters.</li> <li>• Remediation of Transfer Balance Cap (e.g. inherited pension).</li> <li>• Examination of documents including pension agreements, Limited Recourse Borrowing Arrangements (LRBA), and deed documents.</li> </ul>	<p>Provide the relevant information regarding your technical query / matter</p>
<b>Estate Consultation Service</b>	<p>Winding up an SMSF, dealing with Death, Divorce and Estate matters can be complicated and involve a number of parties, we can assist with:</p> <ul style="list-style-type: none"> <li>• Consultation on options, frozen / illiquid assets and non-commutable income streams</li> <li>• Examination and interpretation of how divorce merge and/or split provisions work</li> <li>• Assistance with drafting fund notices</li> <li>• Examine the impact of death benefit payments including Transfer Balance Caps.</li> <li>• Assistance with succession planning and effective trustee structures for ease of administration.</li> <li>• Examination of the outcome of death benefit nominations in conjunction with superannuation laws and taxation rules.</li> </ul>	<p>Provide any supporting documentation such as, asset statements, benefit nomination statements, divorce settlement. Please also include any questions you may have.</p>
<b>Asset Consultation Service</b>	<p>SMSF's can invest in many different assets, We can assist with:</p> <ul style="list-style-type: none"> <li>• Examination and compliance of related party transactions</li> <li>• Loan repayment calculations (within safe harbour guidelines).</li> <li>• Limited Recourse Borrowing Arrangements.</li> </ul>	<p>Provide any supporting documentation such as, asset statements.</p>

<b>Remediation Service / Ad hoc Remediation Service</b>	<p>Unfortunately, things don't always run smoothly, we are here to help with:</p> <ul style="list-style-type: none"> <li>• Examination of the application of the Investment Strategy compliance with superannuation laws.</li> <li>• Transfer Balance Cap issues including from legacy pensions.</li> <li>• Examination of ATO determinations</li> <li>• Legacy Pensions, streaming of Defined Benefit Pension surpluses.</li> </ul>	<p>Provide details of the issue, please include supporting documentation.</p>
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## Fees

The Technical Service Fee is the cost which we will charge for the above services we supply to you.

The Fees disclosed here do not 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.

Activity	Fee
Technical Consultation	\$418 per hour

# Part 2: Terms and Conditions

- 'you' and 'your' means the Trustee(s) of your self-managed super fund ('SMSF')
- 'us', 'we', or 'our' means SMSF Administration Solutions Pty Ltd, ABN 76 097 695 988, AFSL No. 291195 trading as SuperConcepts

## 1. Our services and obligations

We offer an SMSF Technical Consultation Service which is described within the section Description of Services.

We do not provide investment advice or any financial advice that takes into consideration your personal circumstances. We 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.

## 2. Your obligations

By using the SuperConcepts Technical Consultation services, you agree to the following.

### 2.1. Your acknowledgements

You acknowledge that:

- a. you accept these terms and conditions, which form an agreement between you and us;
- b. We undertake to use reasonable endeavours to help support you with your SMSF compliance obligations by providing the services outlined in this document.
- c. However, as you are the trustee, you are ultimately responsible for the operation, management and compliance of your SMSF, including the investment decisions that you make for 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 Fund's investments.
- f. Our examination of legal documents is not a substitute for obtaining independent legal advice.

## 2.2. Your undertakings

You undertake that, by engaging us, and by using our services:

- a. You will pay the fees and charges as set out in this document on a timely basis.
- b. We will liaise with you, your adviser or such other person in accordance with your written instructions, in relation to services for your Fund.
- c. You agree to notify us as soon as practicable where any information you previously supplied to us, has changed, or is incorrect to ensure the information we provide you is accurate.

## 3. Fees and charges

We will invoice you at the conclusion of your service and provide you with a 30 day period to make the payment

## 4. 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 we provide to you is generally limited to the fees we charged you.
- 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 this fraud, default, dishonesty or negligence.

## 5. 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.

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 <https://www.superconcepts.com.au/container/privacy>

### FOR MORE INFORMATION

#### **SuperConcepts**

**Phone** 1300 023 170

**Web** [superconcepts.com.au](https://www.superconcepts.com.au)

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

