



Administration Service Guide

Starter • Essentials • Expert

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Table of Contents

- Part 1: Administration Services Guide 2**
- Starter 3
- Essentials 3
- Expert..... 4
- Description of Services..... 5
- Fee Schedule 11

- Part 2: Terms and Conditions..... 14**

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
Getting Started			
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>
Or			
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>

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.

