

## Definitions

“**Trustee Service**” means the relevant Trustee Service, which at the date of these terms and conditions includes:

- (a) Fund Establishment service
- (b) Company Incorporation service
- (c) Trust Deed Upgrade service
- (d) Borrowing Arrangement service
- (e) Fund Restructure service
- (f) Pension commencement service

These services are subject to change, including being renamed at any time.

“**SuperConcepts**”, “**we**”, or “**us**” means the company which provides the Trustee Services [as noted on the Service request form for the Trustee Services] and its related bodies corporate [as the term “related bodies corporate” is defined in section 50 of the Corporations Act 2001 (Cth)].

“**You**” or “**your**” means as relevant to the circumstances:

- (a) the trustee/s (including prospective trustee/s) of the Fund as outlined in the Request Form/Application Form for the Trustee Services, in their personal capacity and as trustee (as applicable);
- (b) any member of the Fund;
- (c) any person authorised to use the Trustee Service on your behalf (e.g. a financial adviser, agent or accountant).

“**Fund**” means the proposed or registered self-managed superannuation fund outlined in the Request Form/Application Form for the Trustee Services.

## Terms and Conditions

- We provide the requested Trustee Service(s) to you in accordance with:
  - (a) the information provided on the SuperConcepts website;
  - (b) the information provided in the brochure or form for the Trustee Service; and
  - (c) the current Terms and Conditions.
- We may, in our absolute discretion, modify or amend the Terms and Conditions, and the updated version will be posted on our website and apply to you and your Trustee Service from the date stated on them.
- These terms and conditions are governed by and construed according to the laws in New South Wales. If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, the terms and conditions will remain otherwise in full force apart from that provision which will be deemed deleted.
- Submission to us of a Request Form/Application Form for a Trustee Service is deemed acceptance by you of the current Terms and Conditions.
- While all reasonable skill and diligence has been taken by SuperConcepts:
  - (a) you must take your own precautions to ensure that the service(s) are appropriate and suitable for your circumstances and that you comply and continue to comply with all relevant law;

(b) SuperConcepts has no responsibility or liability in relation to any loss or damage (whether it be direct or indirect) however caused (including through negligence) which you or anyone else incurs, including, without limitation, loss arising out of your actions in your personal capacity or as a trustee or arising from your use or access to the Trustee Services and;

(c) Total liability to you is the fee we charged you for the provision of the Trustee Service;

• The Trustee Service is provided to you on condition that:

(a) you complete the Request Form/Application Form for the Trustee Services, and on the basis of the information that you have provided in that form;

(b) you pay the fee (including any costs, expenses or charges) within 30 calendar days of completing the Request Form / Application Form for the Trustee Service which are set out in the fee schedule on our website

[www.superconcepts.com.au](http://www.superconcepts.com.au)

(c) only once the relevant fees has been received in full, we will commence the provision of the Trustee Services.

## Your obligation

By using the service(s) you acknowledge and agree that:

- you (as the trustee/s) are responsible for the control and actions of the Fund. We have no authority to deal with assets of the Fund;
- the Fund's activities and instructions in relation to the service(s) will be in compliance with relevant superannuation and taxation legislation and the fund's trust deed;
- you will assist us by, within a reasonable time and without any unnecessary delay, providing us with any other documents or information that we may reasonably request from you that is necessary for the provision of the service(s) by us or our agent to you;
- you will notify us as soon as practicable where any information previously supplied to us has changed or you believe is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you (or other members of the fund);
- we are authorised to take instructions from your nominated adviser as if those instructions were given to us by you;
- we do not provide you with any personal financial advice. We provide you with factual information, and if any advice is provided, it is general advice that does not take consideration of your personal situation or needs. You need to decide if the Trustee Service, the information, and the general advice is right for you and your fund's circumstances after considering your objectives, financial situation and needs;

## Termination

- We may immediately terminate or discontinue the provision of the Trustee Service to you, and/or the provision of our service(s) ancillary or in related to the Documentation Services, if you do not comply with the Terms and Conditions;
- Where any Trustee Service is terminated or discontinued, you agree to pay to us any fees, expenses or charges incurred by you or on your behalf as at the date of termination; and
- Termination of the Trustee Service does not affect our rights under these Terms and Conditions that have arisen prior to the date of termination.

## Refund and Return

- We may provide a refund for any overpayments of services provided but will not provide a refund if you change your mind about the services you asked for.
- Any requests for a refund must be provided to us in writing outlining the circumstances and the reasons why you want a refund. SuperConcepts will assess this request and may agree in absolute discretion agree to grant a refund.
- If a refund is granted, it will generally be processed within 30 days and deposited to your nominated bank account.

## Privacy

- We take the protection of your personal information seriously, and we handle personal information in accordance with our Privacy Policy which is available on our website [www.superconcepts.com.au/privacy](http://www.superconcepts.com.au/privacy)
- In order to provide the Trustee Services to you, including ancillary services, and services related to the Trustee Services,
  - (a) we may collect your personal information and information about the Fund for the various purposes including providing the service(s); considering your request for the service(s); contacting you about other services offered by us or related bodies corporate; and complying the relevant laws, regulations, and regulatory codes and;
  - (b) we may be required to disclose your personal information, or information about you and/or your fund, to third parties including related companies of SuperConcepts; service providers and financial institutions in relation to administering your Fund, such as professional advisers, accountants, lawyers and auditors; regulatory bodies, government agencies, law enforcement bodies, courts and other parties we are required by law to disclose information to; and your financial adviser, authorised agent, executor, legal personal representative.
- To access or correct your personal information or information about the Fund, you should contact us. We manage any personal information obtained in accordance with our Privacy Policy which is available on our website [www.superconcepts.com.au/privacy](http://www.superconcepts.com.au/privacy)

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