

## Client Information Pack



- Administration
- Taxation
- Compliance



**Postal**

GPO Box 1215  
Adelaide SA 5001

**Telephone**

1300 787 576 (National)  
08 8221 6540 (Adelaide)

**Facsimile**

08 8221 6552 (Adelaide)

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[info@superguardian.com.au](mailto:info@superguardian.com.au)

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

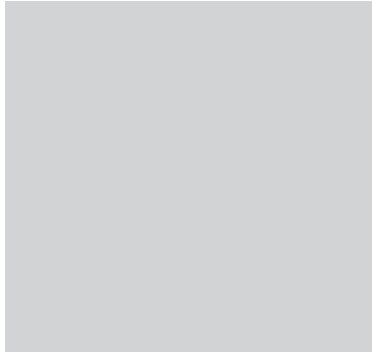
**Adelaide**

65 Gilbert Street  
Adelaide SA 5000

**Melbourne**

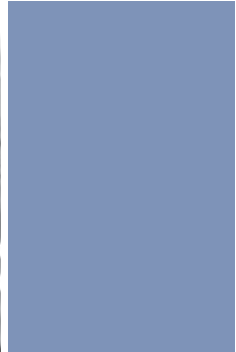
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## Why SuperGuardian?



**SuperGuardian makes SMSFs simple and easy to manage so more people can enjoy the benefits of control over their superannuation, without the administrative burden.**

SuperGuardian is an accounting firm and specialist self-managed super fund (SMSF) Administrator, with more than 16 years industry experience. By combining the latest web based technology with a high level of personal service, we provide a premium SMSF service that represents value for money.

**We provide:**

- Online access to all your fund information – daily!
- Online access to your year to date contributions and pension withdrawals – daily!
- Online access to your investment strategy and asset allocation summary – daily!
- Simple compliance – with online alerts to assist with the compliance aspects of running your SMSF
- Zero paperwork – we handle the administration of your fund assets for you
- A fixed fee for service – so you always know your fees in advance
- A designated Client Manager and SMSF Specialist to assist you with running your SMSF

## Our Service



### SGEstablishment

SuperGuardian facilitates quick and simple establishment of your SMSF.

We prepare your SMSF establishment kit with simple and easy to understand documentation which we send to you within 2 – 3 days of receipt of your Client Engagement Form. We are happy to assist with any rollovers from your current superannuation providers to your new SMSF.

### SGDaily

Our Daily service incorporates online reporting with all fund administration. We handle your fund paperwork, forwarding on any documentation that needs actioning.

All SMSF accounting, tax and compliance is bundled into one fixed fee, with no surprise bills at the end of the financial year.

We proactively assist with monitoring the compliance of your SMSF – handling the administration of your pension, conducting ongoing reviews of SMSF transactions and arranging the annual independent audit.

### SGAnnual

SGAnnual is our 'shoe box' service for Trustees who prefer to handle the day to day paperwork for their SMSF and a high level of expertise in managing investments. We complete the year end accounting, tax and compliance, pension administration if applicable and arrange the independent audit.

Our annual service is provided on your traditional 'fee for time' model, based on an hourly rate and does not include administration or online reporting.

### SGTech

As experts in the area of SMSF accounting, taxation and compliance, we are able to assist Trustees with more complex issues such as:

- Contributions strategies
- Pensions
- SMSF Borrowing – limited recourse loan arrangements
- Change of Trustee/Member
- Death or disability of a member
- Anti-detriment payments
- Divorce
- Fund windup
- Compliance breach
- UK pension transfers

## Our Daily Service



### SMSF ADMINISTRATION

We handle the day to day administration of your fund on your behalf and act as your registered address/mailbox.

SuperGuardian clients simply set up the address as follows:

The Smith Family Super Fund  
C/- SuperGuardian  
GPO Box 1215  
Adelaide SA 5001

We receive, process and action any correspondence for your fund on a daily basis, forwarding investment offers or items that need actioning onto you.

We reconcile your transactions daily, notifying you or your Adviser of any unknown items.

We will forward any documentation requiring client action, and work closely with Advisers to ensure the super fund investments are accurately recorded.

Satisfying audit is easy as we provide all of your fund documentation to the Auditor.

### SMSF ACCOUNTING

We handle all of the accounting required for your superannuation fund, including:

- Maintaining detailed capital gains tax records
- Maintaining detailed membership records
- Preparation and lodgement of ETP statements
- Preparation of BAS/IAS/PAYG
- Preparation of the annual tax return and regulatory documentation
- Preparation of all minutes and associated documentation.

At the end of the financial year your financial statements, compliance and regulatory documents will be prepared and sent to you for signing.

## Our Daily Service



### SMSF COMPLIANCE

By monitoring the activity within your fund on a regular basis, we're able to notify you promptly of any compliance breaches that come to our attention. Ultimately you, as Trustees, are responsible for the complying status of the fund, however we work closely with you to identify and rectify breaches. Daily monitoring of your SMSF is far more diligent than on an annual basis.

### ONLINE DOCUMENTS

We provide secure online access to your key super fund documents such as the trust deed, death benefit nominations and current investment strategy so that you and your Adviser may refer to them at any time.

### CORPORATE ACTIONS

SuperGuardian will forward any correspondence relating to corporate actions, mergers/takeovers and bonus shares. You, as the Decision Makers will then action.

### PENSION ADMINISTRATION

For a fixed fee, we handle conversion from accumulation to pension mode, including all associated documentation and calculations.

We handle ongoing administration of the pension, including summaries for pension recipients, pension rebate and deduction calculation and preparation and lodgement of the Pay As You Go (PAYG).

### INDEPENDENT AUDIT

It is a legal requirement that SMSFs are audited on an annual basis. We have a panel of external Auditors who undertake this work for SuperGuardian clients, and the cost of the audit is included in our fixed fee.

## Let's Get Started



Once you have made the decision to establish your own super fund, simply complete our online Client Engagement Form at [www.superguardian.com.au](http://www.superguardian.com.au) or complete the paper copy at the rear of this pack.

### STEP 1: CLIENT ENGAGEMENT FORMS

If you need any assistance with any aspect of the Client Engagement Form, simply call our Client Service Team on **1300 787 576**.

### STEP 2: SEND TO US WITH PAYMENT

Fax the Client Engagement Form to us on **08 8221 6552** or post the form and establishment fee to:

SuperGuardian  
Reply Paid 1215  
ADELAIDE SA 5001

Once the establishment fee is received SuperGuardian will initiate action.

### STEP 3: SUPERGUARDIAN WELCOMES YOU

You will be contacted to formalise the agreement, receive a '**welcome pack**' from SuperGuardian, and be notified once all procedures are completed.

You will be issued with your secure **Username** and **Password** to access your reports via our website if applicable.

### STEP 4: START INVESTING

Your time is now your's to focus on your investment strategy, and work closely with your Adviser to maximise your returns.

**Superannuation administration made simple!**



## Client Engagement Form





Superannuation administration made simple!

# Client Engagement Form

Page 1

DEALER/ADVISER STAMP

Please select Client Engagement Form type:

New Fund  Existing Fund

Please select service:  SGEstablishment only  SGDaily  SGAnnual

## Fund Details

Name of your Superannuation Fund \_\_\_\_\_

Primary contact name \_\_\_\_\_

Postal address \_\_\_\_\_

Tel (W) \_\_\_\_\_ Tel (H) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

## New Fund

Would you like SuperGuardian to establish the bank account for the superannuation fund?  Yes  No

Which bank account would you like? \_\_\_\_\_

Would you like us to assist with your rollovers?  Yes  No

If Yes, please include copies of your most recent member statements.

Would you like to register this fund for GST?  Yes  No

\*Annual fees apply. The fund is not required to register for GST unless the income resulting from taxable activities such as commercial rent exceeds \$75,000 p.a. We recommend you seek advice from your Financial Adviser as to whether this is suitable for your fund.

## Existing Fund

Australian Business Number (ABN) \_\_\_\_\_

Tax File Number (TFN) \_\_\_\_\_

Is this fund registered for GST?  Yes  No

Is this fund paying a pension?  Yes  No

Do you have a bank account set up for this fund?  Yes  No

If Yes, name the financial institution \_\_\_\_\_

Address \_\_\_\_\_

Account Name \_\_\_\_\_

BSB \_\_\_\_\_ A/C \_\_\_\_\_

What is the first financial year you would like us to prepare? \_\_\_\_\_

## Investment Adviser Details

Name \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Do you authorise your Investment Adviser to access your financial statements online?  Yes  No

Do you authorise us to deal with your Investment Adviser direct?  Yes  No

## Trustee and Member Structure

If you elect to have an Individual Trustee, please complete **this page**.

If you elect to have a Company as Trustee, please proceed to the **next page**.

A person is a 'Member' of a SMSF if they make contributions to the SMSF or have a superannuation balance in the SMSF.

If you intend to roll-over your existing super, or contribute money or assets to the fund, please tick the Member box.

### Individual Trustee/Member Details

Please note: If you have Individual Trustees, there must be a minimum of two Trustees. Otherwise you must use a Company Trustee.

#### Trustee 1

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

#### Trustee 2

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

#### Trustee 3

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

#### Trustee 4

Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

## Trustee and Member Structure

If you elect to have an Individual Trustee, please complete **this page**.

If you elect to have a Company as Trustee, please proceed to the **next page**.

A person is a 'Member' of a SMSF if they make contributions to the SMSF or have a superannuation balance in the SMSF.

If you intend to roll-over your existing super, or contribute money or assets to the fund, please tick the Member box.

### Individual Trustee/Member Details

Please note: If you have Individual Trustees, there must be a minimum of two Trustees. Otherwise you must use a Company Trustee.

#### Trustee 5

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

#### Trustee 6

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

## Company Trustee / Member Details

Do you have an existing Company to act as Trustee?  Yes  No

If **Yes**, Company Name \_\_\_\_\_ ACN \_\_\_\_\_

Registered Office \_\_\_\_\_

If **No**, Would you like SuperGuardian to arrange establishment?  Yes  No

If **Yes**, proposed name \_\_\_\_\_

Would you like us to prepare the annual ASIC Company Review?  Yes  No  
\*additional fees apply

### Director 1

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

### Director 2

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

### Director 3

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

### Director 4

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

\*Please note that a Director ID for each director/trustee is required before we can establish a company.

## Company Trustee / Member Details

### Director 5

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

### Director 6

Are you a member of this Fund?  Yes  No

Title \_\_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_ Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth / State \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Director ID\* \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

\*Please note that a Director ID for each director/trustee is required before we can establish a company.

Previous Accountant	
Name _____	Surname _____
Company _____	
Address _____	
Email _____	
Telephone _____	Facsimile _____
Declaration and Consent	
<p>I/We hereby declare that all of the above information is true and correct.</p> <p>I/We agree to provide all information required by SuperGuardian to ensure the efficiency of ongoing reporting.</p> <p>In the case of an existing fund, I/we authorise SuperGuardian to contact the prior Administrator and/or Accountant to obtain the necessary records and information to enable SuperGuardian to undertake the administration of the fund.</p> <p>I/We agree to be bound by the terms and conditions of the direct debit authority agreement.</p> <p>I/We acknowledge we have read and will abide by the terms and conditions as set out in this client information pack.</p>	
Signed Trustee 1 _____	Date _____
Signed Trustee 2 _____	Date _____
Signed Trustee 3 _____	Date _____
Signed Trustee 4 _____	Date _____
Signed Trustee 5 _____	Date _____
Signed Trustee 6 _____	Date _____
<p>I/We request and authorise SuperGuardian (User ID 246836) to arrange for any fees payable to SuperGuardian for services provided, in accordance with the SuperGuardian Terms and Conditions, to be debited through the Bulk Electronic Clearing System, from the following account or any other account which we notify SuperGuardian of hereafter.</p> <p><b>Name of Financial Institution:</b> _____</p> <p><b>Name of Account:</b> _____</p> <p><b>BSB:</b> _____</p> <p><b>Account Number:</b> _____</p> <p>By signing this Direct Debit Authority I/we acknowledge having read and understood the Terms and Conditions governing the debit arrangements between us and SuperGuardian as set out in this Authority and in the Direct Debit Request Service Agreement (outlined overleaf) (the superannuation fund bank account) subject to the terms and conditions of the Direct Debit Request Service Agreement.</p> <p>I/we authorise that the first debit may occur within one month of signing the SuperGuardian application form.</p>	
Signed Trustee 1 _____	Date _____
Signed Trustee 2 _____	Date _____
Signed Trustee 3 _____	Date _____
Signed Trustee 4 _____	Date _____
Signed Trustee 5 _____	Date _____
Signed Trustee 6 _____	Date _____

# SuperGuardian Terms and Conditions

## 1. DEFINITIONS

In these Terms and Conditions:

**Adviser** means any of the Client's professional advisers as nominated by the Client in the Client Engagement Form or as otherwise notified to SuperGuardian from time to time.

**Business Day** means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia.

**Client** means either (as the context applies):

- the trustees of the proposed or registered SMSF, or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times; or
- the members of the proposed or registered SMSF at all relevant times.

For the avoidance of doubt, where there is more than one individual trustee or director of a corporate trustee, any decision or instruction provided to SuperGuardian by one trustee or one director of a corporate trustee (as applicable) binds all of the trustees/corporate trustee (as applicable).

**Client Engagement Form** means the client engagement form provided by the Client with SuperGuardian for the provision of Services by SuperGuardian.

**Direct Debit Authority Service Agreement** means the direct debit authority service agreement entered into between the Client and SuperGuardian from time to time.

**Dishonour Fee** means an amount of \$15 or any other amount SuperGuardian determines from time to time in its sole discretion.

**Fee Schedule** means the fees and costs published by SuperGuardian via <https://www.superguardian.com.au/our-fees/> as amended from time to time.

**Fee Quote** means a quote provided by SuperGuardian to the Client setting out the fees payable by the Client for SuperGuardian to provide particular Services.

**Financial Services** means the financial services that SuperGuardian is authorised to provide under Australian Financial Services Licence number 485643.

**Promotion** means any promotion offered by SuperGuardian to the Client from time to time where a reduced fee may be applicable to the Services.

**Services** means the services set out in sections 4 and 5 of these Terms and Conditions, and any additional services as agreed between SuperGuardian and the Client as per section 6 of these Terms and Conditions.

**SMSF** means the Client's self-managed superannuation fund.

**SMSF Bank Account** means the bank account for the SMSF as nominated by the Client in the Client Engagement Form.

**Tax Invoice** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

## 2. AGREEMENT

- 2.1 These Terms and Conditions along with the Client Engagement Form, the Fee Schedule, the Direct Debit Authority Service Agreement (if applicable) and/or any Fee Quote constitute the Client's agreement with SuperGuardian for the provision of the Services (**Agreement**).
- 2.2 In the event of any inconsistency between the documents constituting the Agreement, the order of priority in which each document will prevail to the extent of the inconsistency is the order as set out in clause 2.1. For the avoidance of doubt, these Terms and Conditions will overall prevail to the extent of any inconsistency.

- 2.3 By submitting a Client Engagement Form (including electronically) to SuperGuardian, the Client agrees to be bound by these Terms and Conditions.

## 3. APPOINTMENT OF SUPERGUARDIAN

### Initial Appointment

- 3.1 If the Client notifies SuperGuardian in the Client Engagement Form that it does not have an existing SMSF, SuperGuardian will take the required steps to:
  - (a) where required, provide Financial Services to the Client on whether an SMSF is appropriate and in the best interests of the Client;
  - (b) establish an SMSF in accordance with the Financial Services provided by SuperGuardian or instructions submitted by the Client using the Client Engagement Form, as applicable; and
  - (c) if required in accordance with the Financial Services provided by SuperGuardian or instructions contained in the Client Engagement Form, incorporate a company to act as corporate trustee of the SMSF, as applicable.
- 3.2 If the Client notifies SuperGuardian in the Client Engagement Form that it has an existing SMSF, SuperGuardian will:
  - (a) prepare and provide to the Client, the required paperwork to effect the transfer of the administration of the SMSF to SuperGuardian; and
  - (b) notify the Client's previous accountant in respect of the SMSF of the cancellation and appointment of SuperGuardian.
  - (c) liaise with the Client or Adviser to obtain all documentation required by SuperGuardian to provide the Services.

### Services to select from

- 3.3 In the Client Engagement Form, the Client will be required to select one of the following Services options:
  - (a) SGDAILY – see section 4; or
  - (b) SGAnnual- see section 5.

## 4. SGDAILY - Services

If the Client has selected SGDAILY in the Client Engagement Form, SuperGuardian will undertake the Services set out in this section 4 for the term of the Agreement:

### Online Reporting

- 4.1 SuperGuardian will provide daily online reporting to the Client in respect of the SMSF where banks and financial institutions provide electronic data to the third party software platform utilised by SuperGuardian.
- 4.2 From time to time unknown items may appear online until SuperGuardian receives confirmation of a transaction.

### Investment Administration and Reconciliation

- 4.3 SuperGuardian will establish and maintain the administration for the SMSF.
- 4.4 SuperGuardian will act as the registered address for all investment-related correspondence that is sent to the SMSF.
- 4.5 Subject to clause 8.3, SuperGuardian will use best endeavours to advise the Client or the Adviser of any obvious errors or exceptions identified during the course of undertaking the Services considered by sections 4.3 – 4.5.

### Capital Gains Tax Records

- 4.6 SuperGuardian will maintain capital gains tax records for the SMSF.

### Corporate Actions – Mergers/Takeovers, Bonus Shares

- 4.7 Where SuperGuardian is nominated as the registered address for investment-related correspondence for the SMSF (as per section 4.4), SuperGuardian will reasonably endeavour to forward to the Client or Adviser correspondence in relation to any merger, takeover, bonus share rights issue buy-back or similar corporate action offered to the SMSF.
- 4.8 The Client is ultimately responsible for actioning the SMSF's response in relation to the actions specified in section 4.7.



#### Membership Records

- 4.9 SuperGuardian will:
- provided it receives all information it requires from the previous accountant or administrator of an existing SMSF, maintain detailed membership records for each member of each SMSF, which include individual member balances, rollover and contribution information, tax and preservation components (**Member Statements**);
  - provided the Client complies with its obligations under this Agreement, update each Member Statement monthly;
  - make all Member Statements available through an online means nominated by SuperGuardian in its sole discretion.

#### Lump Sum Withdrawals

- 4.10 SuperGuardian will, at the direction of the Client, prepare and lodge lump sum withdrawal documents for the members of the SMSF, including preparation and management of associated documentation, such as minutes, payment summaries and other registration requirements prescribed by the Australian Tax Office (**ATO**).

#### Pensions

- 4.11 SuperGuardian will, at the direction of the Client, arrange for the conversion of accumulation balances to pensions where required, including calculation and payment of pensions and PAYG withholding tax to be remitted to the ATO and preparation of all associated documentation.
- 4.12 SuperGuardian will, at the direction of the Client, arrange for the commencement of a pension where required and preparation of all associated documentation.
- 4.13 SuperGuardian will, at the direction of the Client, arrange for the consolidation of multiple pensions where required and preparation of all associated documentation.

#### BAS/IAS

- 4.14 SuperGuardian will prepare and lodge Business Activity Statements and Instalment Activity Statements in accordance with the SMSF's GST registration and PAYG obligations.

#### Transfer Balance Account Reporting

- 4.15 SuperGuardian will prepare and lodge Transfer Balance Account Reports in accordance with the SMSF's lodgment obligations.

#### 290-170 Notices

- 4.16 SuperGuardian will prepare a notice in the approved form as required by section 290-170 of the Income Tax Assessment Act 1997 for member contributions and confirm all contributions received by the SMSF for members.

#### Annual Reporting

- 4.17 At the end of each financial year of the SMSF, SuperGuardian will prepare the following reports for the SMSF:
- Operating Statement (Profit and Loss)
  - Statement of Financial Position (Balance Sheet)
  - Notes to Accounts
  - Member Statements
  - Annual Taxation and Regulatory Return
  - Minutes of Meetings/Resolutions of Trustees
- 4.18 Whilst the income tax expense estimate for the SMSF will be reflected in the online accounts, the final tax liability can only be determined once all year-end tax statements have been received.
- 4.19 The reports prepared under section 4.177 will be sent to the Client for signing and return. The Client must sign the reports before they can be submitted with the ATO. The timing of this is at the discretion of SuperGuardian, though will be within the prescribed ATO lodgment deadlines.

#### Audit

- 4.20 SuperGuardian will engage an independent third-party SMSF auditor on behalf of the Client to undertake the annual audit for the SMSF. The auditor may change from time to time without notice.

- 4.21 This engagement is a direct engagement between the Client and third-party SMSF auditor. We do not endorse nor are responsible or liable for the services provided by the third-party SMSF auditor.

#### Rollovers

- 4.22 SuperGuardian will, at the direction of the Client, facilitate a rollover of a member's balance within the SMSF and preparation of associated documentation.

#### Property

- 4.23 Where the SMSF invests in property, the Client must inform SuperGuardian of this fact and agrees to provide all material requested on the annual property checklist in full in a timely manner.
- 4.24 The Client agrees to arrange the annual property valuation either independently or via SuperGuardian for a fixed fee.
- 4.25 Commercial property with more than one tenant or property being developed will attract additional fees.

#### Financial Services

- 4.26 At the request of the Client, SuperGuardian can provide the Financial Services to the Client in relation to the SMSF.

SuperGuardian can provide Financial Services in relation to:

- SMSF Structuring;
- Member contribution strategies;
- Pension strategies;
- Adhoc strategies.

#### 5. SGAnnual – Services

If the Client has selected SGAnnual in the Client Engagement Form, SuperGuardian's engagement will be limited to only providing the Services set out in this section 5 for the term of the Agreement:

- 5.1 At the end of each financial year of the SMSF, SuperGuardian will prepare the following reports for the SMSF:
- Operating Statement (Profit and Loss)
  - Statement of Financial Position (Balance Sheet)
  - Notes to Accounts
  - Member Statements
  - Annual Taxation and Regulatory Return
  - Minutes of Meetings/Resolutions of Trustees

When electing to utilise SGAnnual, the Client acknowledges and agrees that they are responsible for the SMSF compliance and administration at all times.

#### 6. ADDITIONAL SERVICES

- 6.1 The Client may request the provision of additional services that SuperGuardian can offer, as notified to the Client from time to time, including Financial Services.
- 6.2 The provision of any additional services as considered by this section 6 will be governed by the terms of the Agreement.

#### 7. FEES PAYABLE TO SUPERGUARDIAN

##### Description of Fees

- 7.1 Except where the Services are provided under any Promotion, the Client must pay the following fees to SuperGuardian:
- for the provision of the Services set out in section 3.1, the applicable SMSF establishment fee as set out in the Fee Schedule (**New SMSF Establishment Fee**);
  - for the provision of the Services set out in section 3.2, the fee set out in the Fee Quote, or otherwise a time-based fee calculated in accordance with the hourly rates published by SuperGuardian from time to time (**Existing SMSF Fee**);
  - for the provision of SGDaily Services set out in section 4, the annual fixed fee as set out in the Fee Schedule (**SGDaily Fee**);
  - for the provision of SGAnnual Services set out in section 5, the fee set out in any Fee Quote, or otherwise a time-based fee calculated in accordance with the hourly rates published by SuperGuardian from time to time (**SGAnnual Fee**);
  - for the provision of additional services set out in section 6, the fee set out in any Fee Quote, or otherwise a time-based fee calculated in accordance with the hourly rates published by SuperGuardian from time to time (**Additional Services Fee**); and

(f) any other adhoc fees as set out in the Fee Schedule (**Adhoc Fees**).

7.2 For purposes of section 7.1 (and where relevant for the SGAnnual Fee), the Client must ensure that at all times SuperGuardian has a valid Direct Debit Authority Service Agreement under which SuperGuardian may direct debit amounts that it is entitled to receive under this Agreement.

7.3 When there are insufficient funds in the SMSF Bank Account for SuperGuardian to direct debit any fee under section 7.1, the Client will be liable to pay the Dishonour Fee.

#### Method of Payment

##### New SMSF Establishment Fee

7.4 The New SMSF Establishment Fee is payable by the Client and either:

- (a) SuperGuardian will provide the Client with a Tax Invoice for the New SMSF Establishment Fee and the Client will pay the amount owing in the Tax Invoice upfront; or
- (b) the New SMSF Establishment Fee will be direct debited from the SMSF Bank Account within 2 months from the date of lodging the Client Engagement Form.

##### Existing SMSF Fee

7.5 The Existing SMSF Establishment Fee is payable by the Client and will be direct debited from the SMSF Bank Account within 2 months from the date of lodging the Client Engagement Form.

##### SGDaily Fee

7.6 The SGDAILY Fee is payable by the Client and will be direct debited from the SMSF Bank Account on a monthly basis on or around the 28<sup>th</sup> day of each month.

##### SGAnnual Fee

7.7 SuperGuardian will provide the Client with a Tax Invoice for the SGAnnual Fee. The Client may nominate to either:

- (a) pay the amount owing in the Tax Invoice within 14 days of receiving the Tax Invoice; or
- (b) have the amount owing in the Tax Invoice direct debited from the SMSF Bank Account within 14 days of receiving the Tax Invoice.

##### Additional Services Fee

7.8 SuperGuardian will provide the Client with a Tax Invoice for the Additional Services Fee. The amount owing in the Tax Invoice will be direct debited from the SMSF Bank Account within 14 days of the Client receiving the Tax Invoice.

##### Adhoc Fees

7.9 SuperGuardian will provide the Client with a Tax Invoice for the Adhoc Fees. The amount owing in the Tax Invoice will be direct debited from the SMSF Bank Account within 14 days of the Client receiving the Tax Invoice.

##### Interest

7.10 If an amount payable by the Client remains unpaid for 30 days after the date it is issued, SuperGuardian may charge the Client interest from that date to the date SuperGuardian receives payment. SuperGuardian may charge the Client interest at the rate equal to the Cash Rate Target (being the percentage (or maximum percentage) specified by the Reserve Bank of Australia as the Cash Rate Target) as at the date of issue of the fee plus 2.00%.

## 8. SUPERGUARDIAN'S OBLIGATIONS

8.1 The Client acknowledges and agrees that SuperGuardian will have no obligations under this Agreement until such time as the Client has:

- completed and returned the Client Engagement Form and all other documentation and information requested by SuperGuardian that is necessary for the provision of the Services;
- if relevant, signed and returned the Direct Debit Authority Service Agreement and returned it to SuperGuardian;
- signed and returned a witnessed Limited Power of Attorney in accordance with clause 9;
- paid any outstanding fees in full;

8.2 SuperGuardian undertakes that in providing the Services, it will exercise reasonable care and skill.

8.3 SuperGuardian solely relies on information and documents provided to it in undertaking the Services. SuperGuardian does not provide forensic services and will not consider the validity or appropriateness of any transactions undertaken by the SMSF, other than where it is obvious that the transactions are in breach of *Superannuation (Industry) Supervision Act 1993*.

8.4 Where these Terms and Conditions express that SuperGuardian will provide a Service upon the request or direction of the Client (or words to that effect), SuperGuardian will only provide such Service after receiving a written request or direction from the Client. SuperGuardian will not be under any obligation to remind or otherwise take steps to undertake any Services which these Terms and Conditions only require SuperGuardian to perform after receiving instructions from the Client.

8.5 Notwithstanding any other clause of the Agreement, SuperGuardian's obligation to provide the Services is subject to and interdependent on the Client performing its obligations under these Terms and Conditions.

## 9. LIMITED POA

9.1 The Client agrees to appoint SuperGuardian as its attorney to do such things in its or the attorneys name which is reasonably required for the attorney to perform the Services and the Client agrees to execute a limited power of attorney instrument in a form and substance required by SuperGuardian for this purpose.

9.2 The Client agrees to ratify anything done by the attorney under the limited power of attorney given for the purposes of section 9.1. An attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.

9.3 The Client agrees to indemnify and pay on demand to the attorney any expenses or liabilities incurred by the attorney which arise from the lawful exercise of any right by the attorney under the power of attorney given for the purposes of section 9.1.

## 10. CLIENT'S OBLIGATIONS

10.1 The Client acknowledges and agrees that:

- (a) it will provide all material, information and assistance requested by SuperGuardian as necessary to provide the Services in full and in a timely manner;
- (b) it will provide SuperGuardian with all required authorities as necessary to allow SuperGuardian to provide the Services;
- (c) it will provide SuperGuardian with all valid instructions reasonably necessary to enable SuperGuardian to provide the Services;
- (d) it will promptly inform SuperGuardian of any material change to the SMSF or the Client;
- (e) it will ensure that all information relating to the SMSF or the Client provided to SuperGuardian (including in the Client Engagement Form) is true, accurate, complete and not misleading;
- (f) it will promptly reply to SuperGuardian's correspondence and return SuperGuardian's phonecalls; and
- (g) SuperGuardian will rely on the information or material provided by the Client and is not obliged to verify such information to confirm its accuracy, validity or completeness. This includes, but is not limited to, documents which on their face purport to have been signed by the relevant members or trustees of the Client.

10.2 The Client acknowledges that:

- (a) it is solely responsible for managing the SMSF's assets in accordance with the SMSF's investment strategy and ensuring that the SMSF's funds are invested appropriately;
- (b) the online reporting provided by SuperGuardian as per section may be inaccessible due to planned or unforeseen outages, including outages caused by systems failure, upgrades or routine maintenance;
- (c) it remains solely responsible for the SMSF's compliance with the *Superannuation (Industry) Supervision Act 1993* and supporting regulations, as amended from time to time; and
- (d) it remains solely responsible for meeting the minimum pension requirements as prescribed by the ATO from time to time, and that SuperGuardian will not assist the Client with meeting these requirements unless the Client requests this assistance directly from SuperGuardian.

10.3 The Client undertakes to:

- (a) ensure that SuperGuardian is the sole administrator of the investments of the SMSF;
- (b) immediately notify SuperGuardian if it receives a determination that the

SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF;

- (c) notify SuperGuardian as soon as practicable where any information previously supplied to SuperGuardian (including in the Client Engagement Form) has changed or is incorrect;
- (d) immediately notify SuperGuardian if it receives personal information (as defined by the *Privacy Act 1988* (Cth)) of another individual, and immediately handle that information in accordance with SuperGuardian's instructions.

#### 11. OWNERSHIP

- 11.1 The title to any documents prepared for the Client does not pass to the Client until payment in full has been made. SuperGuardian retains ownership of all working papers and draft documents relating to the Client and/or SMSF.
- 11.2 Until payment is received, SuperGuardian is not obligated to supply documents and information to the Client but the Client is treated as having received those documents and services.

#### 12. GOODS AND SERVICES TAX (GST)

- 12.1 SuperGuardian's billing process will generally involve increasing amounts for both professional fees and disbursements by the prevailing GST rate (currently 10%) to take into account the GST liability we pay as a result of the supply of our services.

#### 13. SUPERGUARDIAN'S LIABILITY

- 13.1 SuperGuardian's liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website at the following link, <http://www.professionalstandardscouncil.gov.au>

#### 14. ALTERATIONS AND VARIATIONS

- 14.1 SuperGuardian may vary the terms of the Agreement at any time by providing at least:
  - (a) in the case of changes to fees payable under this Agreement, 30 days' notice of the change to the Client; and
  - (b) in any other case, 5 Business Days' notice of the change to the Client.
- 14.2 If the Client does not agree to the variation, the Client may terminate this Agreement in accordance with clause 145.
- 14.3 SuperGuardian may vary the Fee Schedule or its hourly rates (as considered in section 7.1) at any time in its reasonable discretion by providing at least:
  - (a) in the case of variations to reflect any change in regulation or government imposed charge, 30 days' notice of the change to the Client; and
  - (b) in any other case, 5 Business Days' notice of the change to the Client.

#### 15. TERMINATION

- 15.1 The Agreement may be terminated without cause by either party by providing 1 month's written notice to the other party.
- 15.2 The Agreement may be terminated immediately by written notice to the other party if the other party breaches the Agreement, and in the case of a breach which is capable of being remedied, does not remedy that breach within 5 Business Days of being required in writing to do so.
- 15.3 SuperGuardian may suspend the supply of the Services immediately if:
  - (a) the Client fails to pay any amount that is payable under the Agreement; or
  - (b) there is a reasonable likelihood that the Client is insolvent.

#### 16. CONSEQUENCES OF TERMINATION

- 16.1 If the Agreement is terminated in accordance with clause 15, then:
  - (a) the Client will be responsible for arranging the annual return, regulatory reporting and audits of the SMSF for the current financial year and any other work that would have previously been completed by SuperGuardian and the cost of each of these activities;
  - (b) **subject to** any outstanding fees being paid in full, SuperGuardian will provide a copy of all documents held by SuperGuardian for the

SMSF to the Client or to a third party at the direction of the Client.

- 16.2 Termination of the Agreement for any reason will be without prejudice to the rights of either party arising prior to termination.

- 16.3 Clauses 7, 13 and this clause 16 survive termination of the Agreement.

#### 17. FORCE MAJEURE

- 17.1 SuperGuardian will not be liable for its inability to perform its obligations under this Agreement in the event that SuperGuardian is prevented from carrying out its obligations under the Agreement as a result of any cause beyond its control such as but not limited to acts of God, war, strike, lock out, flood and failure of third parties. If such a force majeure event lasts for more than 30 days either party may terminate this Agreement by giving the other party 30 days written notice.

#### 18. PRIVACY

- 18.1 SuperGuardian's Privacy Policy sets out detailed information about how, why and when personal information is collected, disclosed, used, stored and otherwise handled by SuperGuardian. SuperGuardian's Privacy Policy is available at <https://www.superguardian.com.au/privacy-policy/> or the Client may request a copy of the Privacy Policy in hard copy by calling 1300 787 576.
- 18.2 SuperGuardian's Privacy Policy, sets out:
  - (a) the purposes for which SuperGuardian collects personal information;
  - (b) the consequences if personal information is not provided to SuperGuardian;
  - (c) the third parties to which SuperGuardian disclose personal information;
  - (d) how an individual can access and seek correction of their personal information;
  - (e) how to complain about a breach of SuperGuardian's obligations in respect of personal information and how SuperGuardian will deal with such a complaint; and
  - (f) whether personal information is likely to be disclosed by SuperGuardian to overseas entities and in which countries these entities reside.

#### 19. GENERAL

- 19.1 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms continue in force.
- 19.2 Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- 19.3 The laws of South Australia govern this Agreement, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.

# Direct Debit Authority Service Agreement

## DEFINITIONS

**account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**business day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between us and you (and includes any Form PD-C approved for use in the transitional period).

**us or we** means SuperGuardian, who you have authorised by signing a direct debit request.

**you** means the customer who signed the direct debit request.

**your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. DEBITING YOUR ACCOUNT

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit authority.
- 1.3 If the direct debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the business day prior. In the month of December, the direct debit date may be scheduled any date after the 20th day of the month. If you are unsure about which day your account has or will be debited each month you should ask your Client Manager.

## 2. CHANGES BY US

- 2.1 We may vary any details of this agreement or a direct debit authority at any time by giving you at least seven (7) days written notice.

## 3. CHANGES BY YOU

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit authority by contacting us on 1300 787 576.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least thirty (30) day's before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us thirty (30) day's notice in writing before the next debit day. This notice should be given to us in the first instance.

## 4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit authority.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
  - (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If SuperGuardian is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 787 576 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. ACCOUNTS

- 6.1 You should check:
  - (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
  - (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

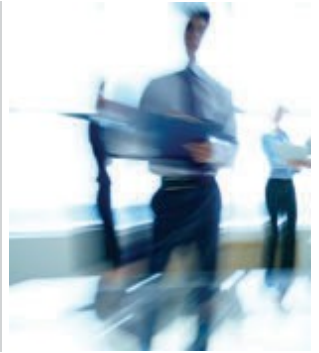
## 7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to SuperGuardian GPO Box 1215, Adelaide SA 5001.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received two business days after it is posted.

*Effective date of this agreement from 1 July 2014. For further information relating to the Direct Debit Authority Agreement, please contact SuperGuardian on 1300 787 576.*



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