

# SuperGuardian Terms and Conditions

SuperGuardian Pty Ltd is a specialised firm of Chartered Accountants. We do not provide financial advice.

## 1. APPOINTMENT OF SUPERGUARDIAN

### Initial Appointment

- 1.1 The Client appoints SuperGuardian to provide accounting, administration and taxation services for their self managed superannuation fund (SMSF), on the following Terms and Conditions.

### Establishment as a SuperGuardian Client

- 1.2 The Client shall deliver a signed and complete application form to SuperGuardian, along with payment for the establishment fee for SuperGuardian to initiate setup.
- 1.3 The Client shall sign and promptly return to SuperGuardian all documents relating to fund establishment to assist with the timely setup of the SuperGuardian service.

## 2. SUPERGUARDIAN'S OBLIGATIONS – SGDaily

SuperGuardian will undertake the following work;

### Investment Administration and Reconciliation

- 2.1 SuperGuardian will establish and maintain the administration for a SMSF. SuperGuardian will act as the registered address for all investment related correspondence.
- 2.2 Depending on the frequency of account processing, SuperGuardian will undertake a full reconciliation against the superannuation fund bank account.
- 2.3 SuperGuardian will advise the Trustees or nominated Adviser of any errors or exceptions identified during the course of processing.
- 2.4 For SGDaily clients, SuperGuardian will provide daily online reporting where banks and financial institutions provide electronic data to Class Super software. From time to time unknown items may appear online in a 'suspense' account until we receive confirmation of a transaction.
- 2.5 SuperGuardian will aim to ensure the accuracy of its online reporting, however, will rely on clients to supply information on unknown items in a timely basis.

### Capital Gains Tax Records

- 2.6 Capital gains tax records will be maintained by SuperGuardian.

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

- 2.7 SuperGuardian will forward correspondence relating to corporate actions. The Client is ultimately responsible for actioning each fund's response in relation to these.

### Fund Administration

- 2.8 SuperGuardian will use accounting softwares including technologies provided by third parties to effectively deliver the services as indicated in this document.

### Membership Records

- 2.9 Detailed membership records will be maintained by SuperGuardian for each member of each fund.

Member statements are updated monthly and available online. Individual member balances, rollover and contribution information, tax and preservation components are included on the Member Statements.

### Lump Sum Withdrawals

- 2.10 Lump Sum withdrawal documents are prepared and lodged by SuperGuardian for the members of the super fund, including preparation and management of associated documentation, such as minutes, payment summaries and other Tax Office registration requirements.

## Pensions

- 2.11 SuperGuardian will 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. We do not provide financial advice relating to pension strategies.

## BAS/IAS

- 2.12 SuperGuardian will prepare and lodge BAS/IAS in accordance with the fund's GST registration and PAYG obligations.

## Member Contribution Surcharge Reporting

- 2.13 SuperGuardian will prepare and lodge with the ATO the necessary reports as well as review surcharge liabilities applicable to members.

## 290-170 Notices

- 2.14 SuperGuardian will prepare 290-170 Notices as required for member contributions and confirm all contributions received by the fund for members.

## Annual Reporting

- 2.15 At the end of each year, the following reports will be prepared:

- 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

Whilst the income tax expense estimate for the fund will be reflected in the online accounts, the final tax liability can only be determined once all year-end tax statements have been received.

## 3. SUPERGUARDIAN'S OBLIGATIONS – SGAnnual

SuperGuardian will prepare the following reports on an annual basis:

- 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 SuperGuardian's annual service the Trustees recognise they are responsible for the fund compliance and administration at all times.

## 4. THE CLIENT'S OBLIGATIONS

The Client agrees that SuperGuardian will have no obligations under these terms and conditions until such time as;

- 4.1
- The Client has paid the establishment fee in full;
  - The Client has signed the direct debit authority and returned it to SuperGuardian;
  - The Client has signed and returned a witnessed Limited Power of Attorney;
  - The Client has established SuperGuardian as the registered address for the superannuation fund, and notified SuperGuardian of all investment holdings and relevant information. The Client agrees to bear any additional charges by external organisations in providing duplicates of documentation relating to the superannuation fund.

## 5. FEES PAYABLE TO SUPERGUARDIAN

### Establishment Fee

- 5.1 An establishment fee for a new superannuation fund is payable when sending in a signed Client application form.

Existing funds are by quotation. Where there has been previous activity within a fund, the accounting for this activity will be undertaken on a fee for time basis. Please contact us directly for an indication of what these fees may be.

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A full list of our current fees is accessible via our website – [www.superguardian.com.au/fees](http://www.superguardian.com.au/fees)

## Deduction of Fees – SGDaily

- 5.2 The administration and accounting fee is deducted on a monthly basis on or around the 28th day of the month from the superannuation fund bank account by direct debit.

It is the client's responsibility to ensure there are sufficient funds available in the bank account to meet the direct debit request.

Where there are insufficient funds in an account to meet the direct debit, a dishonour fee of \$35 will be passed on to the fund.

## Deduction of Fees – SGAnnual

- 5.3 The fees will be billed based on a fee for time basis at our nominated. This rate may vary depending on the complexity of the work involved.

It is the client's responsibility to arrange payment of any fees upon the presentation of an invoice.

## Ownership and Risk

- 5.4 The title to any documents prepared for the Client do not pass to the Client until payment in full has been made. 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. All risks of compliance with the SIS legislation remains the responsibility of the Client.

## 6. ADVISER MANAGEMENT FEE

Where an Adviser elects to charge an Adviser Management Fee, we will debit this fee from the superannuation fund bank account on their behalf, on receipt of an invoice. We will debit and pay Adviser Management fees on a quarterly basis. This fee will be charged on the basis identified on the application form.

SuperGuardian needs to be made aware of any amendments to the ongoing adviser management fee in writing, and will effect any such notification within 30 days of receipt of the notification.

The debit of the Adviser Management Fee is purely a collection service by SuperGuardian. We do not pay referral fees or commissions for funds referred to us.

## 7. RELEASE AND INDEMNITY

### Release and Acknowledgement by Client

- 7.1 SuperGuardian undertakes that in providing the accounting and administration services, it will exercise all reasonable care and skill. The Client acknowledges that SuperGuardian does not give investment or legal advice, and is not liable for the rate of return or investment decisions for the superannuation fund. SuperGuardian is not responsible for any act, omission, deceit, neglect, mistake or default of any person including, without limitation, SuperGuardian's staff and representatives, except for proven direct loss attributable to the gross negligence, deceit or fraud of SuperGuardian. To the extent permitted by law, the Client releases SuperGuardian, its staff and representatives from all liability in respect of any loss and expenses incurred by the Client.

## 8. SUPERGUARDIAN LIABILITY

- 8.1 The Trade Practices Act 1974 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited. Without excluding those unlimited rights, SuperGuardian gives no condition, warranty or undertaking or makes any representation to you about any activities, administration, accounting and advice, its quality, fitness or suitability other than as set out in this SuperGuardian document. Any liability SuperGuardian may have to the Client under these laws that cannot be excluded but that can be limited, is (at SuperGuardian's option) limited to:

- (a) Providing equivalent services provided under the Agreement with the Client, or

- (b) Paying to the Client the cost of replacing the services provided under this Agreement with the Client or acquiring equivalent replacement goods or services.

- 8.2 As far as the law allows, SuperGuardian is not liable for any loss or damage the Client suffers (whether due to negligence or otherwise) because of the services offered and provided to the Client. In particular, SuperGuardian is not liable for any loss or damage the Client may suffer because:

- (a) There is a delay or failure to provide the services (however caused); or  
(b) Some aspect of the services or documents provided makes any one of those unsuitable for some purpose; or  
(c) There is an event which is beyond the reasonable control of SuperGuardian.

- 8.3 This clause 8 survives the termination of any contract with the Client.

## 9. ALTERATIONS AND VARIATIONS

- 9.1 SuperGuardian may send a tax invoice for services to the Client from time to time and the Client will as soon as possible make payment as notified in the invoice.
- 9.2 SuperGuardian has the right to alter its charges to reflect any change in any regulation or government imposed charges after giving the Client 30 days written notice.
- 9.3 SuperGuardian may suspend the supply of services on reasonable grounds including where the Client is or there is a reasonable likelihood that the Client is insolvent.
- 9.4 The laws of South Australia govern this Agreement.

## 10. FORCE MAJEURE

In the event that SuperGuardian is prevented from carrying out its obligations owed to the Client 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, SuperGuardian will be relieved of its obligations and liabilities owed to the Client.

## 11. TERMINATION

The services to be provided by SuperGuardian to the Client may be terminated by either party. SuperGuardian may give one (1) month's notice in writing to the client. The client may terminate SuperGuardian's service in writing by giving one (1) month's notice. The SuperGuardian monthly fee will be debited for one (1) month's post the termination date. No reason need be given for the termination.

## 12. CONSEQUENCES OF TERMINATION

If SuperGuardian's services are terminated then:

- 12.1 The Client will be responsible for arranging the annual return, regulatory reporting and audits for the current financial year and any other work that would have previously been completed by SuperGuardian (except as listed below) and the cost of each of these activities, then
- 12.2 If fees payable to SuperGuardian are outstanding, services are suspended (at SuperGuardian's option) until outstanding payments are made, then
- 12.3 SuperGuardian will complete the work due to the last day of the month in which termination is advised,
- 12.4 SuperGuardian will by fifteen (15) days after the tasks in clause 12.3 are completed have all documentation relating to the superannuation fund available for collection by the Client,
- 12.5 The Client is responsible for arranging any redirecting of mail and related activities,
- 12.6 The Client will pay to SuperGuardian all reasonable costs and expenses incurred by SuperGuardian (on a full indemnity basis) where SuperGuardian agrees to complete additional tasks to those set out in this clause.

# SuperGuardian Terms and Conditions

## 13. VARYING THE TERMS AND CONDITIONS OF THIS AGREEMENT

SuperGuardian may vary the terms and conditions set out in this document at any time. When varying a term or condition, we will communicate any changes to you.

If you do not agree to the change, you may terminate your agreement with SuperGuardian as set out in clause 12 of this document.

## AGREEMENT

By commencing use of the SuperGuardian services, the Client acknowledges that the receipt and benefit of the services is subject to the preceding terms and conditions.

## FEEDBACK FOR SUPERGUARDIAN

Client satisfaction is extremely important to the team at SuperGuardian. If you would like to provide any feedback or complaints regarding our superannuation service, please forward it in writing addressed to:

**The Directors  
SuperGuardian  
GPO Box 1215  
Adelaide SA 5001**

We will endeavour to respond to any written feedback within 10 business days of receipt.

## Privacy Policy

### 1. WE RESPECT YOUR PRIVACY

SuperGuardian respects your right to privacy and this policy sets out how we collect and treat your personal information. 'Personal information' is information we hold which is identifiable as being about you.

### 2. WHAT PERSONAL INFORMATION WE COLLECT

We may collect the following types of personal information from you:

- name, address, phone number, fax number and tax file number
- information about the goods or services you have ordered from us
- information from enquiries you have made
- communications between us
- credit card information (although we do not retain this information)
- other personal and business records as required to provide our services, such as accounting records (including electronic files), investment records and bank records

### 3. HOW WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from you in a variety of ways, including: when you interact with us electronically or in person; when you access our website; and when we provide our services to you. We may also collect personal information from you from third parties once authorisation has been provided by you. You have the right to refuse us authorisation to collect.

### 4. USE OF YOUR PERSONAL INFORMATION

We use your information to provide our service to you. We also use it to improve our service and to notify you of opportunities that we think you might be interested in. We do not provide your information to third parties, except that we may provide your information to our business partners who assist us in the provision of our services to you.

### 5. DISCLOSURE OF YOUR PERSONAL INFORMATION OVERSEAS

In order to provide services to you, we are likely to disclose your personal information to recipients in the Philippines who are employees of a company owned by SuperGuardian and are subject to the same privacy and security of information rules as our Australian office.

### 6. SECURITY OF YOUR PERSONAL INFORMATION

We take reasonable steps to protect your personal information. However we are not liable for any unauthorised access to this information.

## 7. HOW WE STORE AND SECURE YOUR PERSONAL INFORMATION

We keep your personal information in your client files or electronically. These files are accessible to authorised personnel only and are appropriately secured and subject to confidentiality requirements. Personal information is treated as confidential information and sensitive information is treated as highly confidential. We keep all personal information and records for a period of 7 years. Should you cease to be a client of ours, we will maintain your personal information on or off site in a secure manner for 7 years. After this, the information will be destroyed.

## 8. ENSURE YOUR PERSONAL INFORMATION IS CORRECT

SuperGuardian takes all reasonable precautions to ensure that the personal information we collect, use and disclose is accurate, complete and up-to-date. To ensure we can maintain this level of accuracy and completeness, we recommend that you:

- inform us of any errors in your personal information; and
- update us with any changes to your personal information as soon as possible.

If you provide inaccurate or incomplete information we may not be able to provide you with the services you are seeking.

## 9. UNSOLICITED PERSONAL INFORMATION

We don't usually collect unsolicited personal information. Where we receive unsolicited personal information, we'll determine whether or not it would have been permissible to collect that personal information if it had been solicited. If we determine that collection would not have been permissible, to the extent permitted by law, we'll destroy or de-identify that personal information as soon as practicable.

## 10. ACCESS TO YOUR PERSONAL INFORMATION

You can access and update your personal information by contacting us on [info@superguardian.com.au](mailto:info@superguardian.com.au). We may charge a reasonable administration fee for this access.

## 11. COMPLAINTS ABOUT PRIVACY

If you have any complaints about our privacy practices, please feel free to send in details of your complaints to SuperGuardian, GPO Box 1215, Adelaide 5001. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

## 12. CHANGES

Please be aware that we may change this Privacy Policy in the future. The revised versions will be uploaded onto our website, so please check back from time to time.

## 13. WEBSITE

When you come on to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

**Cookies** As is very common for companies, we use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. We use cookies to improve the experience of people using our website.

**Third party sites** Our site has links to other websites not owned or controlled by us. We are not responsible for these sites or the consequences of you going on to those sites.

## 14. HOW TO CONTACT US

If you would like further information on our privacy policy or if you have any concerns over the privacy protection of the information you have given to us or that we have collected from others, please do not hesitate to contact us on:

**Tel** (08) 8221 6540  
**Fax** (08) 8221 6552  
**Email** [info@superguardian.com.au](mailto:info@superguardian.com.au)