

Client Information Pack

For clients of Macquarie Private Wealth



- Administration
- Taxation
- Compliance



Postal

GPO Box 1215
Adelaide SA 5001

Telephone

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

Facsimile

08 8221 6552 (Adelaide)

Email

info@superguardian.com.au

www.superguardian.com.au

Adelaide

65 Gilbert Street
Adelaide SA 5000

Melbourne

Level 13
200 Queen Street
Melbourne VIC 3000

Sydney

Level 4
95 Pitt Street
Sydney NSW 2000

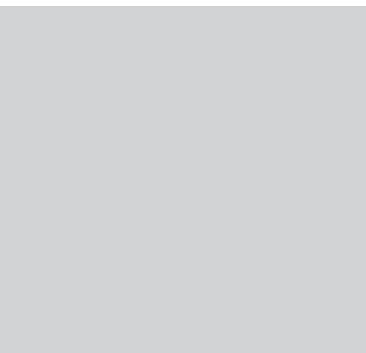
Perth

Level 24
77 St Georges Terrace
Perth WA 6000

Brisbane

Level 22
127 Creek Street
Brisbane QLD 4000

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The Super Solution



A Self Managed Super Fund (SMSF) administration service, that allows you to enjoy all the benefits of a SMSF, without any of the burden.

SuperGuardian is an innovative chartered accounting firm, with fully qualified Specialist Accountants, focused 100% on looking after your self managed super.

We operate Australia wide and have an exemplary reputation for providing outstanding service and value for money.

SuperGuardian provides a competitive fee arrangement for clients of Macquarie Private Wealth.

Features of the service include:

- Full mailbox service – with all mail actioned and filed for audit
- All Accounting and Taxation – with tax and annual returns produced promptly by SuperGuardian at the end of each financial year
- All SMSF Fund Compliance – including preparing minutes and other compliance documents where required
- The Annual Independent Audit
- Pension Establishment and Administration.
- Strategic SMSF Advice.

SuperGuardian are SMSF Specialists.

By dealing with experts, you can rest assured your fund is in safe hands.

What do we do?



SMSF Establishment

SuperGuardian handles all aspects of setting up your self managed super fund, including preparing your super fund trust deed and all compliance documents. Your SMSF can be established within 2 business days.

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. We reconcile your transactions monthly, 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.

Annual Accounting and Taxation

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

- Maintaining detailed capital gains tax records
- Maintaining detailed membership statements

- Preparation and lodgement of lump sum withdrawal statements
- Preparation of BAS/IAS/PAYG statements
- Preparation of the annual tax return and regulatory documentation.

SMSF Compliance

The SuperGuardian team are specialists in SMSF compliance. Both you and your Macquarie Adviser have access to technical expertise and a compliance 'Help Desk' for any special queries.

Ultimately you as Trustees are responsible for the complying status of your fund, however we work closely with you to identify and rectify any breaches.

Annual Independent Audit

It is a legal requirement that self managed superannuation funds are audited on an annual basis. SuperGuardian has a panel of external independent Auditors who undertake this work for our clients, the cost of which is included in our fixed fee.

Personalised Service

SuperGuardian will appoint a Client Manager to oversee your fund. They will provide you and your Financial Adviser a high level of service to ensure the seamless administration and compliance of your SMSF.

Why SuperGuardian?



SuperGuardian offers peace of mind and the following benefits when compared to annual accounting:

Value for Money

As a client of Macquarie, we can provide you a discounted fee arrangement and fixed fee for service – so you will always know your fees in advance.

Our fees are transparent with no hidden charges – and no surprise bills at the end of the financial year.

Technical Expertise

SuperGuardian focuses purely on self managed superannuation and we are acclaimed specialists in our field.

With the complexity and evolving nature of SMSFs, most Financial Advisers prefer to work with specialists.

Superannuation Made Simple

Your SuperGuardian Client Manager and Macquarie Adviser work closely together to ensure the smooth running of your SMSF.

Together we provide you a complete SMSF service, giving you the freedom to focus on your nest egg – whether you are building it up or using it for retirement.

Our Fees For a full schedule of our current fees, visit our website at <http://www.superguardian.com.au/macquarie/>

Client Engagement Form

Page 1

Please select Client Engagement Form type: New Fund Existing Fund

Type of Service: Macquarie Wrap Macquarie Prime Macquarie MPPM Standard

Fund Details

Name of your superannuation fund _____

Primary contact name _____

Postal address _____

Tel (W) _____ Tel (H) _____ Mobile _____

Fax _____ Email _____

New Fund

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? _____

Previous Accountant/Administrator Details

Name _____ Surname _____

Company _____

Address _____

Telephone _____

Facsimile _____

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 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

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 Number _____

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 Company Review? Yes No

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 _____ City _____

Occupation _____ Employer _____

Email _____

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 _____ City _____

Occupation _____ Employer _____

Email _____

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 _____ City _____

Occupation _____ Employer _____

Email _____

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 _____ City _____

Occupation _____ Employer _____

Email _____

Direct Debit Authority

I/We request and authorise SuperGuardian (User ID 246836) to debit or charge to be debited the SuperGuardian quarterly fee on the last day of each quarter as agreed with me/us at the commencement of each year by SuperGuardian through the Bulk Electronic Clearing System from the superannuation fund bank account subject to the terms and conditions of the Direct Debit Request Service Agreement.

In the event I/we instruct SuperGuardian to prepare any ad hoc work which falls outside the standard monthly fee as set out in our fee schedule. SuperGuardian will advise of the fee being raised and the timing of the debit. I/we also request and authorise SuperGuardian (User ID 246836) to debit or charge to be debited the ad hoc fee through the Bulk Electronic Clearing System from the superannuation fund bank account subject to the terms and conditions of the Direct Debit Request Service Agreement.

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.

Signed Trustee 1 _____ Date _____

Signed Trustee 2 _____ Date _____

Signed Trustee 3 _____ Date _____

Signed Trustee 4 _____ Date _____

Proof of Identification

Each SMSF Trustee is required to provide photographic proof of identification.

Please ensure either a copy of a passport or drivers licence is enclosed with this Client Engagement Form.

Declarations and Consent

I/We hereby declare that all of the above information is true and correct.

I/We authorise Macquarie to provide the information required by SuperGuardian to ensure the efficiency of ongoing accounting.

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.

I/We acknowledge we have read and will abide by the terms and conditions as set out in this client information pack.

Signed Trustee 1 _____ Date _____

Signed Trustee 2 _____ Date _____

Signed Trustee 3 _____ Date _____

Signed Trustee 4 _____ Date _____

Please post your completed form to:

SuperGuardian
GPO Box 1215
Adelaide SA 5001

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.***

SuperGuardian Terms and Conditions

SuperGuardian Pty Ltd (SuperGuardian) is a specialised firm of Chartered Accountants.

In this Agreement, the Client means the trustees of the proposed or registered self managed superannuation fund (SMSF), or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times.

By commencing use of the SuperGuardian services, the Client acknowledges that the receipt and benefit of the services is subject to the following terms and conditions, which the Client agrees to be bound by.

1. APPOINTMENT OF SUPERGUARDIAN

Initial Appointment

- 1.1 If the Client does not have an existing SMSF, the Client appoints SuperGuardian to establish a SMSF in accordance with the details submitted by the Client using the Client Engagement Form.
- 1.2 The Client appoints SuperGuardian to provide accounting, administration, compliance and taxation services for their SMSF.

Establishment as a SuperGuardian Client

- 1.3 The Client must submit a completed Client Engagement Form online, or otherwise provide a signed and completed hardcopy to SuperGuardian. By submitting a Client Engagement Form, the Client will be liable for the fees payable for using the services.
- 1.4 Payment of the establishment fee for SuperGuardian to initiate setup of the SMSF will be by direct debit following the Client's execution of the Direct Debit Authority Form, but may be requested in advance of SuperGuardian's establishment of the SMSF.
- 1.5 The Client shall sign and promptly return to SuperGuardian all documents relating to SMSF establishment to assist with the timely setup of the SuperGuardian service.

2. SUPERGUARDIAN'S OBLIGATIONS

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 SMSF's bank account.
- 2.3 SuperGuardian will advise the Client 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 the third party software platform utilized by SuperGuardian. 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 the Client to supply information on unknown items on 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 where we are the direct mailing address for an SMSF. The Client is ultimately responsible for actioning each SMSF's response in relation to these.

Administration and Accounting

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

Membership Records

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

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 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

- 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.

BAS/IAS

- 2.12 SuperGuardian will prepare and lodge Business Activity Statements and Instalment Activity Statements in accordance with the SMSF'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 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

- 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.

These reports will be sent to clients for signing and return. The timing of this is at the discretion of SuperGuardian, though will be within the prescribed ATO lodgment deadlines.

Audit

- 2.16 The client hereby agrees SuperGuardian will engage the SMSF Auditor directly to undertake the annual audit for the term of the agreement with SuperGuardian.

Rollovers

- 2.17 The client hereby acknowledges SuperGuardian can facilitate preparation of the rollover documentation.

Property

- 2.18 Where the SMSF invests in property, the Client agrees to provide all material requested on the annual property checklist in full in a timely manner.
- 2.19 The Client agrees to arrange the annual property valuation either independently or via SuperGuardian for a fixed fee.
- 2.20 Commercial property with more than one tenant or property being developed will attract additional fees.

SuperGuardian Terms and Conditions

Strategic Advice

2.21 SuperGuardian can provide strategic advice in relation to:

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

3. SUPERGUARDIAN'S OBLIGATIONS

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

4. THE CLIENT'S OBLIGATIONS

The Client agrees that SuperGuardian will have no obligations under this Agreement 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 SMSF, 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 SMSF.

5. FEES PAYABLE TO SUPERGUARDIAN Establishment Fee

5.1 The Client acknowledges and agrees that an establishment fee for a new SMSF is payable upon submission of a Client Engagement Form.

The professional fees for administering an existing SMSF are by quotation from SuperGuardian. Where there has been previous activity within a SMSF, the accounting for this activity will be undertaken on a fee for time basis and debited to the SMSF within 3 month's of the date of the Client Engagement form. Please contact us directly for an indication of what these fees may be.

Current Fees

5.2 SuperGuardian's current schedule of professional fees and charges is set out in the schedule annexed to this Agreement.

Deduction of Fees

5.3 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 \$15 will be passed on to the SMSF.

Payment

5.4 Notwithstanding any other term of this Agreement, SuperGuardian may send a tax invoice for services to the Client from time to time, and the Client will make payment in accordance with the method prescribed by the invoice.

Interest

5.5 If an invoice remains unpaid for 30 days after you receive it, SuperGuardian may charge you interest from that date to the date we receive payment. SuperGuardian may charge you 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 the invoice plus 2%.

Ownership and Risk

5.6 The title to any documents prepared for the Client does 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.

Goods and Services Tax (GST)

5.8 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. For disbursements:

- We will incur most disbursements as principal, deduct the input tax credit (if any) to which we are entitled, and then increase the resulting GST exclusive amount by 10%; and
- If we think it is desirable for us to incur some disbursements as the Client's agent, then we will do so, enabling the GST-free status of the disbursements to be preserved in your hands (e.g. stamp duty).

6. ACKNOWLEDGEMENT

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 SMSF.

7. SUPERGUARDIAN LIABILITY

7.1 The Competition and Consumer Act 2010 (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 the Client about any activities, administration, accounting and advice, its quality, fitness or suitability other than as set out in this Agreement. 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.

7.2 To the extent permitted by law:

- (a) SuperGuardian will have no liability whatsoever to you for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
- (b) SuperGuardian's aggregate liability to you arising directly or indirectly under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to an amount not exceeding the fees actually paid by you under this Agreement in the 12 month period immediately preceding the relevant event.

SuperGuardian Terms and Conditions

7.3 This clause 7 survives the termination of any contract with the Client.

8. ALTERATIONS AND VARIATIONS

8.1 SuperGuardian may vary the terms and conditions set out in this Agreement at any time. When varying a term or condition, SuperGuardian will notify any changes to the Client.

If the Client does not agree to the change, the Client may terminate this Agreement as set out in clause 10.1.

8.2 SuperGuardian has the right to vary:

- (a) Its charges to reflect any change in any regulation or government imposed charges after giving the Client 30 days' written notice; and
- (b) Its professional fees from time to time in its reasonable discretion by prior notice to the Client.

If the Client does not agree to the variation, the Client may terminate this Agreement with SuperGuardian as set out in clause 10.1.

9. 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.

10. TERMINATION

10.1 The services to be provided by SuperGuardian to the Client may be terminated without cause by either party upon 1 month's notice in writing to the other party. The SuperGuardian monthly fee will be debited for 1 month post the termination date.

10.2 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.

11. CONSEQUENCES OF TERMINATION

If SuperGuardian's services are terminated then:

- 11.1 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
- 11.2 If fees payable to SuperGuardian are outstanding, services are suspended (at SuperGuardian's option) until outstanding payments are made, then
- 11.3 SuperGuardian will complete the work due to the last day of the month in which termination is advised,
- 11.4 SuperGuardian will by fifteen (15) days after the tasks in clause 11.5 are completed have all documentation relating to the SMSF available for collection by the Client,
- 11.6 The Client is responsible for arranging any redirecting of mail and related activities, and
- 11.7 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.

12. CLIENT ACKNOWLEDGMENTS

The Client acknowledges and agrees that:

- 12.1 SuperGuardian is not responsible for the management of the SMSF or compliance of the SMSF with superannuation laws;
- 12.2 The Client must make their own assessment and take professional advice to ensure that the service being provided is appropriate and suitable for their circumstances, and that the Client complies with all relevant laws in connection with the SMSF;
- 12.3 The Client is obliged to ensure that investments of the SMSF are authorised investments; and
- 12.4 The Client must advise of any change in details of the SMSF, including trustees or directors of a corporate trustee.

13. CLIENT UNDERTAKINGS

The Client undertakes to:

- 13.1 Ensure that all SMSF investments are registered in the name of the trustee(s) and the name of the SMSF;
- 13.2 Ensure that SuperGuardian is the sole administrator of the investments of the SMSF
- 13.3 Assist SuperGuardian by, within a reasonable time and without delay, providing us with any documents or information that we may reasonably request from the Client that is necessary for the provision of the service;
- 13.4 Immediately notify SuperGuardian if they receive 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; and
- 13.5 Notify SuperGuardian as soon as practicable where any information previously supplied to us has changed or is incorrect.

14. GENERAL

- 14.1 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.
- 14.2 Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- 14.3 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.

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:

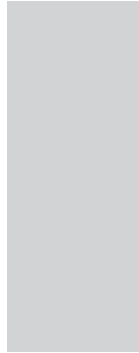
The Directors
SuperGuardian
GPO Box 1215
Adelaide SA 5001

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

PRIVACY POLICY

Our Privacy Policy is available on our website at <http://superguardian.com.au/privacy.html> or call us for more information at on **1300 787 576**.

www.superguardian.com.au



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