

# COMMONWEALTH SMSF

## Administration Service Guide.

17 June 2017



Commonwealth SMSF (the 'Administration Service') is a service offered by Commonwealth Securities Limited ('CommSec' or 'we') ABN 60 067 254 399 AFSL 238814, a member of the Commonwealth Bank Group, to set up and administer or only administer self managed super funds. CommSec has engaged Super IQ Pty Ltd ABN 27 147 105 164 AFSL 406690 to provide the Administration Service.

This Guide consists of general information and Terms and Conditions. The information is not advice and has been prepared without taking account of your personal needs, financial and taxation situation or objectives. Before acting on the information you should consider whether the Administration Service is appropriate for you. In respect of any financial products or financial services offered through the Administration Service, we recommend that you read the disclosure documents for those financial products or financial services.

# CONTENTS

<b>Why choose Commonwealth SMSF?</b>	<b>1</b>
Online access and control	1
Compliance monitoring tools	1
A wide range of investments	2
Support from our dedicated team	2
Access to cash and trading accounts	2
<b>Key features</b>	<b>3</b>
<b>Getting started</b>	<b>5</b>
Setting up a new SMSF	5
Transferring administration of an SMSF	5
Rollovers and contributions	5
Your online Member Dashboard	6
<b>Fees and other costs</b>	<b>7</b>
<b>Explanation of fees</b>	<b>9</b>
<b>Terms and Conditions</b>	<b>10</b>

# WHY CHOOSE COMMONWEALTH SMSF?

Commonwealth SMSF puts you in control of your retirement savings. While you're making all the decisions, we're here to make the process as simple and easy as possible.

Commonwealth SMSF helps you with:

- ◆ Setting up or transferring the administration of your SMSF
- ◆ Consolidated reporting and electronic document storage
- ◆ Support from our dedicated team. Your dedicated client service representative will help you meet trustee obligations and can make available resources to assist you with your SMSF compliance and reporting obligations
- ◆ Monitoring and alerts for investment strategy, contributions and pensions
- ◆ Tax, accounting and audit services
- ◆ Access to supplementary services including actuarial certification and trust deed amendments.

## Online access and control

An online Member Dashboard gives you access to your SMSF's up to date information, including fund and member records, investment valuation, and documents and reports. At the click of a button, you'll be able to capitalise on any investment opportunities and manage your compliance tasks with ease.

The online Member Dashboard allows you to make changes and to sign many documents electronically, reducing time and paperwork. If you prefer, you can also contact us by phone or email.

## Compliance monitoring tools

The legislation governing SMSFs is complex and there can be significant penalties for non-compliance. Our alerts to your Member Dashboard support you in meeting your SMSF's compliance obligations. Alerts can be delivered via text message, email or mail, helping you keep your SMSF on track. We offer an optional trust deed monitoring and update service to help ensure the deed is updated and remains compliant.

## A wide range of investments

Through Commonwealth SMSF you are able to administer a wide range of investments, so you can develop an investment strategy that suits your needs with choice and flexibility.

Your strategy can include assets such as:

- ◆ Cash
- ◆ Direct shares
- ◆ Term deposits
- ◆ Managed funds
- ◆ Commercial or residential property
- ◆ Collectables and personal use assets (as permitted by superannuation law)

Your online Member Dashboard allows you to view a list of your SMSF investments and the latest valuations. We can help facilitate data feed authorities for your SMSF investments held with other financial institutions, where available.

## Support from our dedicated team

Your dedicated client service representative will be your first point of contact in all matters involving the administration of your fund. Specialists are available to answer technical questions.

## Access to cash and trading accounts

When you become a client of Commonwealth SMSF Administration Service, we will help you establish a SMSF Commonwealth Direct Investment Account (CDIA) and a CommSec share trading account for your fund, if you don't already have these accounts for your fund.

An SMSF CDIA is a cash account that offers real time banking in NetBank or the CommBank App, with no monthly account or withdrawal fees (access fees may apply). It's designed to help manage your cash transactions in one place. It seamlessly links with a CommSec share trading account where you'll get discount brokerage rates from as low as \$10.00 per trade\*

A CommSec Share Trading Account enables you to place orders on a range of ASX-listed securities via CommSec's website, dedicated phone line or via our App. CommSec also gives you access to the tools you'll need to invest with confidence including in depth analysis, advanced charting, news and research.

For more information, go to [commbank.com.au/smsf](https://commbank.com.au/smsf)

\* To be eligible for discount brokerage you are required to trade online, be CHESS sponsored and have your CDIA linked for settlement.

# KEY FEATURES.

## Who can use the Administration Service?

The trustees or directors of the corporate trustee of your SMSF.

## How we help

<b>SMSF establishment</b>	<ul style="list-style-type: none"><li>◆ Provide member application forms for completion and return.</li><li>◆ Arrange execution of trust deed, appoint trustees / establish company to act as a corporate trustee, admit members, adopt investment strategy.</li><li>◆ Arrange registration of fund with Australian Taxation Office (ATO) and apply for Australian Business Number(s) (ABN) and Tax File Number(s) (TFN).</li><li>◆ Open an SMSF CDIA and CommSec share trading account.</li><li>◆ Assist with rollover of superannuation benefits to the fund and accept contributions.</li></ul>
<b>Trust Deed and trustee minutes</b>	<p>Offer services of an external legal service provider who will:</p> <ul style="list-style-type: none"><li>◆ Provide a trust deed to establish the SMSF.</li><li>◆ Prepare establishment minutes.</li><li>◆ For an existing SMSF transferring the administration, replace the current trust deed at no additional cost (if requested).</li><li>◆ Prepare online minutes of meetings to help you meet your compliance obligations.</li><li>◆ Notify you when the trust deed may need to be updated to meet legislative requirements.</li></ul>
<b>Administration</b>	<ul style="list-style-type: none"><li>◆ Provide access to records.</li><li>◆ Daily transaction processing.</li><li>◆ Reconciliation of accounts.</li><li>◆ Maintenance of member records including balances and contributions.</li><li>◆ Reserve account monitoring.</li><li>◆ Multiple pension account monitoring.</li><li>◆ Manage minimum and any maximum pension levels (within each financial year).</li><li>◆ Monitor contribution types and amounts by each member (within each financial year).</li></ul>

<b>Trustee obligations</b>	<ul style="list-style-type: none"> <li>◆ Record the fund's investment strategy and any changes.</li> <li>◆ Provide tools to help you monitor the investment strategy, in particular as to asset allocations.</li> </ul>
<b>Actuarial</b>	<ul style="list-style-type: none"> <li>◆ Arranging actuarial calculations and certificates as required.</li> </ul>
<b>Taxation</b>	<p>Provide services of a registered tax agent to:</p> <ul style="list-style-type: none"> <li>◆ Determine tax liabilities for the SMSF and members.</li> <li>◆ Prepare member contribution reporting.</li> <li>◆ Prepare and lodge the fund's annual tax return.</li> <li>◆ Prepare and lodge Goods and Services Tax (GST), Business Activity Statement (BAS) and Instalment Activity Statement (IAS) returns if applicable.</li> <li>◆ Prepare PAYG payments and statements.</li> <li>◆ Prepare rollover documentation.</li> </ul>
<b>Audit</b>	<p>Arrange for an independent annual audit and provide the auditor with all necessary supporting documentation and reports.</p>
<b>SMSF reporting</b>	<ul style="list-style-type: none"> <li>◆ Online access to timely investment valuations, contribution amounts and account summaries.</li> <li>◆ Online access to documents for members and auditors.</li> <li>◆ Copies of annual financial statements, annual income tax returns and regulatory returns.</li> </ul>

# GETTING STARTED.

## Setting up a new SMSF

It's quick and easy to set up your SMSF online at [commbank.com.au/smsfadmin](https://commbank.com.au/smsfadmin). Once you've submitted your request, we'll contact you to confirm all required information has been received and support you with the set up process.

Once your SMSF is set up, we'll send you the following:

1. A trust deed that has been prepared by an external legal services provider.
2. If applicable, your company trustee incorporation documents.
3. A share trading account and cash account application form.

## Transferring administration of an SMSF

If you already have an SMSF, you can easily transfer administration to us. We'll work with you, your adviser, accountant or SMSF administrator to make sure it's a smooth transition.

To transfer your SMSF, go to [commbank.com.au/smsfadmin](https://commbank.com.au/smsfadmin) and complete the online request.

Once you've finished your application we'll contact you to confirm all required information has been received and support you with the transfer process.

A key part of the process is the review of your SMSF's current records. If there are issues identified following our review of your records, we'll work with you to resolve them.

Once this is complete, we'll send you the required documentation to sign and return.

We'll then send you the following:

1. A replacement trust deed that has been prepared by an external legal services provider (if requested).
2. A share trading account and cash account application form.

## Rollovers and contributions

Once your SMSF has been established and we have provided you with details including the fund's ABN and TFN, you can apply to your current superannuation fund to rollover your benefits.

**Note:** Before you complete a rollover from your other superannuation fund(s), you should ensure you understand the implications of any lost insurance benefits and any exit fees that may be payable. Seek financial advice if you're unsure of the impacts of a rollover.

Once your SMSF has been established, you and other members of your SMSF can start making contributions.



## Your online Member Dashboard

Once we have activated your user profile, you can access information about your SMSF through the online Member Dashboard at **commbank.com.au/smsfadmin**. Here you will have:

- ◆ Online access to timely investment valuations, contribution amounts and account summaries.
- ◆ Online access to documents for members.
- ◆ Copies of the SMSF's financial statements, income tax returns and regulatory returns.

To help you navigate through the dashboard, you can download the Member Dashboard Guide from the dashboard or at **commbank.com.au/smsfadmin**

# FEES AND OTHER COSTS.

Fee Type	Fee <sup>1</sup>
<b>Initial Fees</b>	
<b>Setting up a new SMSF</b>	
Establish SMSF	\$550
Provide trust deed <sup>2</sup>	\$350
Establish a company to act as a corporate trustee (optional)	\$900
<b>Transferring administration of an SMSF</b>	
Transfer administration (this includes a trust deed replacement if requested)	\$250
Update current financial year accounts	\$185 per month
Prepare prior year accounts and tax returns (if required)	\$1795 for each year outstanding
<b>Annual fees</b>	
<b>Administration</b>	
Fund holds Commonwealth Bank Group selected products only and those products have a data feed <sup>3</sup> (Admin fees debited in monthly instalments)	\$1995
Fund holds <ul style="list-style-type: none"> <li>◆ any Commonwealth Bank Group products; or</li> <li>◆ products not issued by Commonwealth Bank Group; or</li> <li>◆ a mix of above products,</li> </ul> and these products have a data feed (Admin fees debited in monthly instalments)	\$2495
<b>Additional Administration fee</b>	
If your SMSF holds assets that require us to manually input valuations and transactions due to the product not having a data feed then regardless of product issuer an additional administration fee will be charged.	\$295 per asset
<b>Audit (debited in monthly instalments)</b>	\$495
<b>Additional services</b>	
<b>Trust deed</b>	
Trust deed amendment <sup>2</sup> (if requested)	\$220 per deed update

Fee Type	Fee <sup>1</sup>
<b>Additional services</b>	
<b>Actuarial service</b>	
Actuarial certificate for account based, allocated and term allocated pension (if required)	\$220 per year when required
Actuarial certificate for defined benefit pension (if required)	\$440 per year when required
<b>Segregated assets (if requested) (debited monthly)</b>	\$1200 per segregation
<b>Remedial and other work (if requested)</b>	\$165 per hour
<b>Technical Services</b>	\$350 per hour
<b>Borrowing arrangement (optional) – fees to set up a limited recourse borrowing arrangement (LRBA) to purchase real property or other assets. These fees may be payable to a third party service provider.</b>	
LRBA – commercial lender	\$1100
LRBA – related party lender	\$1700
Security trustee establishment	\$900
Ongoing LRBA fee (non-real property asset)	\$120 per month
<b>SMSF wind up or transfer to another administrator</b>	
<p>If you wind up your SMSF or transfer your SMSF to another administrator within the first 12 months of joining the Commonwealth SMSF service, you will be required to pay the balance of the first 12 months' administration fees, calculated as the number of months remaining to 12 months multiplied by the administration fees for the month immediately prior to the wind up or transfer.</p> <p>If you give us notice of winding up your SMSF or transferring your SMSF to another administrator after 12 months of joining the Commonwealth SMSF service, you will be required to pay administration fees to the end of the month in which the wind up or transfer is completed.</p>	
<b>Regulators</b>	
ATO supervisory levy	As advised by ATO
ASIC	As advised by ASIC

**Notes**

1. Fees are inclusive of GST where applicable
2. Government stamp duty may be payable.
3. Includes SMSF CDIA, CommSec Share Trading Account, Term Deposit.

# EXPLANATION OF FEES.

Fees will depend on your choice of investments and the complexity of your SMSF. They will be deducted from your SMSF's nominated cash account in accordance with the Direct Debit Request entered into when you sign up to the Commonwealth SMSF. The debit will generally occur on or around the 15th day of each month.

All fees are quoted in Australian dollars and are inclusive of GST.

## Administration

These fees include taxation services provided to you by the registered tax agent.

First monthly fees are payable as follows:

### New funds

- ◆ In the month following establishment of your SMSF.
- ◆ As the set up process and rollover of monies into the SMSF can take some time, if your SMSF does not have sufficient cash to pay all fees, we'll contact you to arrange alternate payment.

### Transfer administration to Commonwealth SMSF

In the month following receipt of your application.

## Audit

We deduct the fee on behalf of the audit provider. The audit provider may negotiate fees for large and complex SMSFs but this will be discussed with you in advance.

## All other fees

Other ongoing fees are payable at the time of using the particular service.

### Trust deed

We deduct the fee on behalf of the legal provider. The legal provider may negotiate fees for large and complex SMSFs but this will be discussed with you in advance.

### Actuarial certificates

If your SMSF is paying a pension, your SMSF may require an actuarial certificate. We can arrange this service and will deduct the fee on behalf of the actuarial provider.

### Limited recourse borrowing arrangement (LRBA) legal costs and establishment of security trustee for the borrowing trust

The fees cover the legal costs for a standard LRBA arrangement from the legal service provider. However, setting up an LRBA can be complex and may require more support. In that case, we can arrange for an external legal services provider to provide you with a fee estimate. We deduct any legal fees on behalf of the external legal services provider.

### ATO Supervisory Levy

We will deduct the levy from your SMSF's nominated cash account and pay it to the ATO when due.

### Additional fees

We may charge additional fees for complex SMSFs. If relevant, we'll discuss these with you in advance.

# TERMS AND CONDITIONS.

## Definitions

**Administration Services Guide** means the document titled "Administration Services Guide" in relation to the Commonwealth SMSF service to which these terms and conditions are attached and form part.

**Financial Services Guide** means CommSec Financial Services Guide including any relevant Supplementary Financial Services Guide.

**Group** means Commonwealth Bank of Australia and its related bodies corporate.

**Service** means the Commonwealth SMSF service provided by Commonwealth Securities Limited.

**SMSF** means the proposed or registered self managed superannuation fund.

**Terms and Conditions** means the terms and conditions of the Service(s) set out below and the Application Form.

**We, us, our** means Commonwealth Securities Limited.

**You, Your** means the trustees of the SMSF, or directors of the corporate trustee of the SMSF (in their personal capacity and as director (as applicable)) at all relevant times, or any member of the SMSF or other person authorised to use the Service(s) on your behalf.

## Administrator and Administration agreement

The Service is offered by Commonwealth Securities Limited ABN 60 067 254 399 AFSL 238814 (CommSec). CommSec currently engages SuperIQ Pty Ltd ABN 27 147 105 164 to provide self managed super fund administration services and related technology services in relation to the Service. CommSec reserves the right to replace SuperIQ Pty Ltd, or any other service provider, at any time.

This Administration Service Guide, the Financial Services Guide and your completed application together make up the legally binding agreement between you and us ('Agreement').

SuperIQ collects fees for the Service on behalf of CommSec and retains its fee for provision of self managed super fund administration services and related technology services. The remainder is paid to CommSec.

We encourage you to read all documents carefully to ensure that the Service is appropriate for you and your SMSF. You must make your own assessment and take professional advice to ensure that the Service provided is appropriate and suitable for your circumstances and that you comply and continue to comply with all relevant laws.

While all reasonable skill and diligence has been taken by us in providing the Service to you, we are not responsible or liable for any loss or damage (whether direct or indirect) you or anyone else may incur as a consequence of the Service being inappropriate or unsuitable for your circumstances.

In particular, we disclaim any and all warranties, including without limitation any warranties concerning the accuracy or content of information, products or services to the extent any information is provided to us by a third party; and any warranties concerning the appropriateness of the information or services to your circumstances.

You agree to indemnify and hold us, our partners, agents, affiliates and content partners harmless from any dispute which may arise from a breach of the Agreement. You agree to hold us and the Group harmless from any claims and expenses, including reasonable attorney's fees and court costs, related to your breach of these Terms and Conditions.

You acknowledge that the Service or material provided in the provision of the Service(s) contains intellectual property rights that we or our agent exclusively owns the rights to distribute. You agree to not do anything to challenge or diminish those rights or in any way to use those intellectual property rights other than as expressly permitted in the Agreement.

If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, the Terms and Conditions will remain otherwise in full force apart from that provision which will be deemed deleted.

By submitting your application, you will be liable for the fees payable for using the Service. You will be liable both personally and in your capacity as trustee, or director of the corporate trustee, of your SMSF.

## **Variation of agreement**

We may, in our absolute discretion, modify or amend the terms and conditions of the Agreement. Subject to any notification requirements, such modifications will be effective once displayed on **[commbank.com.au/smsfadmin](http://commbank.com.au/smsfadmin)**

We can generally amend the Agreement immediately by notifying you of any changes. However, if we consider the amendment to be materially adverse to your interests we will give you 30 days' prior written notice.

## **Jurisdiction**

These terms and conditions are governed by the law in force in the State of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning the conditions.

These terms and conditions can be modified at any time by us and you agree to continue to be bound by them as modified. We will give you notice of changes by publishing revised conditions on this website - we will not separately notify you of them.

If the whole or any part of a provision of these conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the conditions or is contrary to public policy.

## Online Service access conditions

The commonwealthsmsf.com.au ("this website") domain name is owned by Commonwealth Securities Limited ABN 60 067 254 399 AFSL 238814. Your access to this website is subject to these terms and conditions, notices, disclaimers and any other terms and conditions or other statements contained on this website, and by using this website you agree to be subject to those conditions. The online Member Dashboard that is available as part of the Services via this website is owned and operated by SuperIQ Pty Ltd.

The following conditions apply in respect of the Member Dashboard and this website (the "online Service"):

- ◆ You can access information with a Login ID and internet password. You remain responsible for keeping these details confidential.
- ◆ We will give anyone access to your information who uses your Login ID and internet password or who complies with any other security procedure that we may use. Any action by that person will be taken to be by you and will be binding on you.
- ◆ You must tell us immediately if you suspect that any unauthorised person has access to your Login ID or password.
- ◆ We can only accept responsibility for the reliability of data and information that is within our control. We are not responsible for transmissions of any computer virus or other unwanted programs or information from or associated with your Service online access or use. We are not responsible for the accuracy or content of information or material that we provide, which you then change and give to a third party or where you give such information in a different form from what was in the Service online Member Dashboard.
- ◆ We may suspend or cancel your access to your online Service but will give you notice beforehand, if possible.
- ◆ We may vary these conditions from time to time but will notify you.
- ◆ We may email you about your use of the online Service.
- ◆ You authorise us and any agent we may appoint to use your personal information for the delivery of the online Service.
- ◆ You acknowledge that anything associated with or available through the online Service belongs to us or other third parties and is protected by intellectual property rights. You will not do anything to challenge or diminish those rights or to in any way use those intellectual property rights in any way other than as expressly permitted by this Agreement. Except where necessary for viewing the information available via the online Service on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these conditions, no information made available via the online Service may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public,

distributed or transmitted in any form by any process without specific written consent from us or our agent.

- ◆ You release, discharge and indemnify us and the Group from and against all liabilities and costs (including legal costs) incurred by you, us, the Group, as a result (direct or indirect) of your use of (or inability to use) the online Service.
- ◆ We cannot guarantee continuous uninterrupted access to the online Service and that, despite our reasonable efforts, access may be temporarily interrupted or permanently cease due to force majeure events partially or completely outside our reasonable control, and should such an event occur, we do not accept responsibility or liability to you or any other person for your inability to access the online Service during that downtime.
- ◆ The online Service is only for the use of persons accessing the website from within Australia. The products and services described in this website are only available to persons accessing the website from within Australia.
- ◆ Unless otherwise expressly stated to the contrary, the online Service is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.
- ◆ You should assess whether the information via this online Service is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of any financial adviser.
- ◆ Unless otherwise expressly stated to the contrary, the information available via the online Service is not a recommendation to invest in any investments, securities or financial products offered by us or the Group.
- ◆ In respect of any financial products or services made available to you via the online Service, you should consider the relevant disclosure documents for that financial product or financial service and consider them before making a decision about whether to acquire or continue to hold the financial product or service.
- ◆ Any investment made available through the online Service is subject to investment risk, including possible delays in repayment and loss of income and capital invested.
- ◆ Unless otherwise stated to the contrary, we and the Group do not guarantee any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.
- ◆ The online Service may contain references to other special offers or promotions by persons or organisations other than us and the Group. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from these persons or organisations. Your obtaining of goods or services from these persons or organisations is at your own risk. You indemnify us and the Group against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this website.



- ◆ To the maximum extent permitted by law, we, the Group and our agent will not be liable in any way for any loss or damage suffered by you through use or access to this website, or failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of the online Services or any part of it to you.

## Your acknowledgments

You acknowledge that:

- ◆ We are only responsible for providing the administration services described in the Administration Services Guide and are not responsible for the management of your SMSF or compliance of your SMSF with superannuation law and do not provide advice on aspects of SMSF compliance to you. You are responsible for the control and actions of your SMSF. We have no authority to deal with assets of your SMSF. The SMSF's activities and instructions in relation to the Service will be in compliance with relevant laws, including superannuation and taxation laws and the SMSF's trust deed.
- ◆ We provide guidance only to help you in the administration of your SMSF and you should obtain professional advice regarding your specific obligations about the management and compliance of your SMSF.
- ◆ You are obliged to ensure that investments of your SMSF are authorised investments of the SMSF. We are not liable to you or any other person if any of the investments of your SMSF are not authorised investments and are not responsible for the accuracy or completeness of any information received from you or third parties including where the information is passed to you, or the third party.
- ◆ You have responsibility to advise change in details of your SMSF including trustees, or directors of a corporate trustee, or contact details to financial institutions including the Group where your SMSF investments are held.
- ◆ We may provide data in relation to products held by your SMSF to third party partners to facilitate administration of your SMSF and we are not liable to you or any other person for any loss or damage caused by an act or omission of the third party partner
- ◆ We are not responsible for the delivery or performance of any of the products or services that you may use or engage or that are arranged by us on your behalf. In this regard, we do not endorse, or approve such external service providers or the information or material provided by such external service providers ('Third Party Material'). Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy or fitness for purpose of any Third Party Material or products or services provided by such external service providers made available through the Service.
- ◆ We and the Group are not liable to you or your SMSF for any losses relating to the Service except to the extent that the liability directly results from our fraud, wilful default, dishonesty, or gross negligence.

- ◆ To the maximum extent permitted by law, neither we nor the Group is liable to you or your SMSF for any loss of profits, loss of revenue, loss of opportunity or business, loss of savings, loss of reputation or for any consequential or indirect loss you may suffer in connection with the Service.

## Your undertakings

You undertake to us to:

- ◆ Ensure that all SMSF investments are registered in the name of the trustee(s) or the name of the SMSF.
- ◆ Ensure that we through Super IQ Pty Ltd are the sole administrator of the investments of your SMSF.
- ◆ Provide us on request with any documents, information or instructions we reasonably require to enable us to perform our obligations as detailed in the Administration Services Guide or imposed by the law, and to ensure that any such information will be accurate.
- ◆ Assist us by, within a reasonable time and without any unnecessary delay, providing us with any other documents or information that we may reasonably request from you that is necessary for the provision of the Service.
- ◆ Immediately notify us in writing if you receive a determination that your SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF.
- ◆ Notify us in writing as soon as practicable after you become aware of the occurrence of any circumstances which would give rise to the winding up of your SMSF.
- ◆ Immediately notify us in writing if you cease or propose to cease for any reason or at any time to be the trustee or director of a corporate trustee of your SMSF and will procure any new trustee or director to execute in our favour such covenants, deeds and any other instruments.
- ◆ Notify us of any new investment acquisitions as soon as possible in order for us to establish a new data feed authority to access information about the investment.
- ◆ Notify us as soon as practicable where any information previously supplied to us has changed or you believe is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you or your nominated representative.

## Your instructions

Generally, we should receive all instructions for administration matters for your SMSF from you. However, we will also accept instructions from your nominated representative (see below).

You will be able to provide instructions online through the Member Dashboard. You can also provide instructions using the methods described below:

- ◆ **Post:**  
Administration Team  
Commonwealth SMSF  
PO Box 650  
NORTH SYDNEY NSW 2059

We'll act according to your instructions or the instructions of your nominated representative or authorised adviser, except as indicated below.

- ◆ **Fax.** All fax instructions must bear an original signature.
- ◆ **Email.** All email instructions must originate from an email address that we recognise to be yours or that of your nominated representative.
- ◆ **Phone.** We will also accept your instructions via telephone once we are reasonably satisfied that it's you or your nominated representative.

In all cases you agree to indemnify us against all losses and liabilities arising from any action we undertake based on any instruction (even if not genuine) that we believe to be yours or that of your nominated representative.

If we receive instructions and:

- ◆ have not acted on them (according to the Agreement); and
- ◆ subsequently receive further instructions which conflict with the earlier instructions

We will take no action and, as soon as is practicable, contact you or your nominated representative to clarify the instructions that are to be followed.

We will not, in our sole discretion, act on instructions where:

- ◆ An instruction is not clear or complete.
- ◆ We doubt the instruction is genuine.
- ◆ You are, or we suspect that you are in breach of the terms of the Agreement or any laws.
- ◆ You have not made arrangements which we consider satisfactory for payment of any unpaid amounts or amounts which we consider will become payable.
- ◆ We are not satisfied that we are sufficiently indemnified against possible liability arising from acting on your instructions.
- ◆ Your participation in the Service is suspended or terminated or in the process of being terminated.

We will advise you or your nominated representative if we will not act on any instruction and we do not accept any liability (including liability for negligence) for instructions we do not implement in these circumstances.

However, we do not need instructions to make deductions from your SMSF's cash account from time to time to satisfy any obligation or outstanding amount (including our fees).

## **Nominated representative**

You can appoint another person as your nominated representative to act as the main point of contact for providing us with instructions regarding administration matters for your SMSF.

To appoint a nominated representative you must provide us with a written nomination that both you and the nominated representative sign and date.

You should also note that:

- ♦ You can cancel the appointment of your nominated representative at any time by giving us written notice.
- ♦ You are responsible for anything that your nominated representative does on your behalf. You agree to fully indemnify us for any act or omission of your nominated representative and you release and discharge us and the Group against any and all losses, liabilities (including liability for negligence) and claims arising from any act or omission of your nominated representative.
- ♦ If someone whom we reasonably believe to be your nominated representative acts on your behalf, we'll treat it as if you are acting personally.

We will assume that your nominated representative is authorised to do everything that you can do in respect to the Service, except:

- ♦ Terminate the Agreement, or
- ♦ Appoint other representatives.

Where there is any change to your nominated representative, you will notify us of the change.

## **Customer Information and privacy**

### **What information we collect**

We collect information about you (such as your name, address and contact details), and information about your interactions with us. We may also collect publicly available information about you.

### **Why we collect your information and what we use it for**

We collect personal information from you to establish and/or administer your SMSF and we may need to disclose it to third parties. If you choose not to provide the information necessary to process your application, then we may not be able to process it.

We also collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and in order to comply with taxation laws, such as the Taxation Administration Act 1953 and the Income Tax Assessment Acts 1936 and 1997. We also collect it to administer our customer relationships

and internal processes including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies, and to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can tell us by calling **13 2221**.

If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

### **Who we may exchange your information with**

We comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth). We disclose customer information (which includes your personal information) with other members of the Group who may use your information so that the Group may have an integrated view of its customers and helping us to better meet our customers' needs. It also enables other members of the Group to provide you with information on their products and services.

We may also exchange your information with others outside the Group, for example:

- ◆ Other members of your SMSF;
- ◆ Your representatives, advisers, brokers, agents, and their service providers;
- ◆ Our service providers (including SuperIQ Pty Ltd and its subcontracted providers of aspects of the Services), in which case such disclosures are subject to confidentiality arrangements and may only be used to provide the Services to you;
- ◆ Those who refer business to us;
- ◆ Other financial institutions; and
- ◆ Regulatory and government authorities.

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country.

### **Our Group Privacy Policy**

Our Group Privacy Policy is available at [commbank.com.au](http://commbank.com.au) (follow the Privacy Policy link) and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:

- ◆ Other ways we may collect, use or exchange your information;
- ◆ How you may access and seek correction of the information; and
- ◆ How to make a complaint about a breach of your privacy rights; and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Policy.

### Additional obligations

We may be subject to laws or regulations in Australia or another country that affect your relationship with us (e.g. laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- ◆ Require you to provide information about you or the SMSF;
- ◆ Disclose any information that we are required concerning you (including sending your information overseas);
- ◆ Withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld; and/or
- ◆ Take such other action as is reasonably required, including, for example, terminating the Service.

### How to contact us

For privacy-related enquiries, please contact us by calling **1800 138 363** as we aim to resolve your query or complaint at your first point of contact with us, however if you have tried to resolve your complaint and are not satisfied with the outcome, you may also contact our Customer Relations team directly by calling **1800 805 605**, or writing to the address in our Group Privacy Policy.

### Fees

You acknowledge and agree that we or our agent are authorised under a Direct Debit Authority to deduct from the nominated cash account of the SMSF:

- ◆ Our fees and reimbursed expenses in relation to the Service.
- ◆ Adviser fees payable by you to your adviser that you have told us to collect and pay to them.
- ◆ Other professional service provider fees that you have told us to collect and pay to them such as audit, actuarial and trust deed amendment costs.
- ◆ Payments required to be made to regulators for the continued operation of the SMSF.

Fees and costs may vary over time due to changes to the Service, changes to market or economic conditions, changes in law or where third parties impose or increase their charges. If we decide to increase any of fees, or introduce new fees, we will provide with you at least 30 days' prior notice to the change. An updated Fee Schedule and any changes to the Service material will be published on [commbank.com.au/smsfadmin](http://commbank.com.au/smsfadmin)

## Termination of Agreement

Either party may terminate the Agreement by giving the other party 30 days' written notice.

We may immediately terminate or discontinue the provision of the Service if you do not comply with the terms of the Agreement. Where any Service is discontinued, you agree to pay us any fees, expenses or charges incurred by you or on your behalf as at the date of termination.

Termination of the Service does not affect either party's rights under the Agreement that have arisen prior to the date of termination.

We may terminate the Agreement at any time without notice if you breach your obligations to us (and you have not rectified the breach within 30 days' notice from us) or become insolvent or of unsound mind. The Agreement will also cease after we finalise the SMSF accounts following the death of the last member of the SMSF.

If the Agreement terminates, we will deem this to be an instruction to finalise any incomplete aspects of your instructions, to continue to deduct our usual fees and charges until we transfer all your records to the trustees (or their nominee), and to deduct any outstanding fees and charges.

Following termination of the Agreement, we will prepare and promptly deliver stored data, files and related material regarding the SMSF's administration, in our preferred format, to the trustees or their nominee.

Where the Agreement terminates by a request to wind up the SMSF or transfer to another administrator within 12 months of entering into the Agreement, we will also charge you the balance of 12 months' administration fees.

We will arrange for any authorities in place, including data feeds and direct debit authorities to be cancelled.

On termination, provided that fees are paid up to date:

- ◆ If not already completed, we will complete the annual return and reporting obligations up to the preceding 30 June.
- ◆ The ATO Annual Return will not be lodged until all fees are settled.

On termination you are responsible for:

- ◆ Amending the postal address for SMSF correspondence; and
- ◆ Arranging an alternative provider for the completion of the next financial year's SMSF annual return and reporting obligations.

