

AMP SMSF Administration

Financial Services Guide
and
Services, Terms and Conditions

Introduction

This document consists of two parts:

Part 1: Financial Services Guide ('FSG')

Part 2: Services, Terms and Conditions

In this document:

- 'you' and 'your' means the Trustee(s) of your self-managed super fund ('SMSF')
- 'us', 'we', or 'our' means SMSF Administration Solutions Pty Ltd, ABN 76 097 695 988, AFSL No. 291195 trading as AMP SMSF Administration.

Part 1: Financial Services Guide

This FSG is designed to assist you in deciding whether to use any of the services offered by us in this guide.

This FSG contains information about remuneration that may be paid to us and other relevant persons in relation to the services offered, and information on how complaints against us are dealt with.

We are required to provide you with the information contained in this FSG if we are likely to provide you with a financial service such as general financial product advice.

We have set out the information in this FSG under the following headings:

- who we are and how we can be contacted
- the financial services we offer
- how you can give us instructions
- our relationships and how these can influence the advice we give you
- compensation arrangements
- how complaints against us are handled
- where to get details on our Privacy Policy
- how we and any other relevant parties are paid
- our fee schedules.

You should read this FSG together with the **Connected Services Financial Services Guide**.

Who we are and how we can be contacted

We are SMSF Administration Solutions Pty Ltd ABN 76 097 695 988 (trading as AMP SMSF Administration). We hold an Australian Financial Services Licence ('AFSL') No. 291195, that authorises us to carry on a financial services business to provide financial product advice to retail and wholesale clients for the following classes of financial products for retail and wholesale clients:

- debentures, stocks or bonds issued or proposed to be issued by a government;
- life products;
- interests in managed investment schemes including investor directed portfolio services;
- interests in managed investment schemes limited to managed discretionary account services;
- retirement savings accounts products;

- securities; and
- superannuation.

We are also authorised under our AFS licence to deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the above list of classes of financial products.

We are 100% owned by the AMP group and we have over 30 years' SMSF administration service experience. We are a leading innovator in the field, an expert in SMSF administration services for thousands of trustees and the professionals who support them.

You can contact us by phone, email or by post.

AMP SMSF Administration

Phone: 137 174

Email: ampsmsf@superfundadmin.com.au

Address: GPO Box, 2717 ADELAIDE SA 5001

The financial services we offer

We offer SMSF administration services which includes (amongst other things) account reconciliation, tax return lodgement, compliance monitoring and audit facilitation to make it easier to manage your SMSF. Our SMSF administration services extends to both new SMSFs and to existing SMSFs transferring to us.

Under this FSG, we offer two SMSF administration services:

1. **AMP SMSF Marketplace**
2. **AMP SMSF Choice**

For information on our SMSF administration services, please go to the **Services, Terms and Conditions** section.

In providing our services, we may also apply for, acquire, vary or dispose of a financial product on your behalf. Through our Connected Services portal, we may refer you to other providers of financial products and services or arrange for them to issue products and services to you for your SMSF. More information about the Connected Services portal is in the **Connected Services Financial Services Guide**.

We do not provide any personal advice or investment advice. We provide factual information or may provide general advice that does not take into consideration your personal objectives, financial situation or needs. You need to decide what is right for you and your SMSF after considering your personal circumstances and goals.

How you can give us instructions and the Dashboard

Generally, you need to give us instructions in writing (eg email or letter) or another method as agreed by us either by contacting us using **contact details** set out above. When using our SMSF administration services, you can give us instructions or through our online interface, the Dashboard.

The Dashboard allows you to access your SMSF information from any device, any time online. The Dashboard is also where we deliver SMSF administration communications to you. These include requests for information and alerts about your SMSF. You can respond to our requests using the Dashboard.

Some products and services may have their own rules around how to provide instructions or execute certain transactions. Please refer to the product disclosure statement ('PDS') or other disclosure document of the product for these details.

Our relationships and how these could influence the information we give you

We provide access to financial product and services issued by unrelated companies, and by other AMP group companies via the Connected Services portal (you can access it via your online Dashboard). The provider of those products and services will pay us a referral fee when you acquire their product and services. The providers pay these referral amount to us, we do not deduct them from your SMSF. These fees can be found in the **Connected Services Financial Services Guide**.

We also receive the following referral fee from providers outside of Connected Services:

Product issuer	Name and description of product/service	Referral fee paid to us (including GST)
AMP Bank Limited	SuperEdge Cash Account Cash account which SMSF can use to link to investments	0.275% pa of account balance
Third Party Platform Pty Ltd	Desktop Broker Online brokerage platform	Up to the greater of \$7 per trade or 0.05% of the value of the trade

Where we enter into transactions with related parties, we operate in accordance with the related party protocols and AMP group policies and procedures which require us to transact on terms that would be reasonable if the parties were dealing at arm's length.

Compensation arrangements

We are covered by professional indemnity insurance satisfying the requirements under s912B of the *Corporations Act 2001* (Cth) for compensation arrangements.

The insurance covers claims arising from the actions of our employees or representatives, even where subsequent to these actions they have ceased to be employed by or act for us.

You do not have a direct right to claim under this insurance, which is taken out to ensure we have sufficient resources available to meet claims against us.

The insurance is subject to terms and exclusions.

How complaints against us are handled

We are committed to providing a quality service to our clients. However, in the event you make a complaint we will acknowledge its receipt, assign it to an appropriate person for investigation and resolution and respond to you as quickly as we can. We will keep you informed of our progress towards resolution.

We have a dispute resolution process in place, requiring all complaints to be properly considered and dealt with within 90 days.

Your enquiry or complaint may be received by phone, email or by post.

AMP SMSF Administration
Phone: 137 174
Email: ampsmsf@superfundadmin.com.au
Address: GPO Box, 2717 ADELAIDE SA 5001

If you are not satisfied with the final decision regarding your complaint, you may wish to take your complaint to the Financial Ombudsman Service (FOS). You can contact the Financial Ombudsman Service at:

Phone: 1300 780 808
Fax: (03) 9613 6399
Web: fos.org.au
Postal address: Financial Ombudsman Service Limited
GPO Box 3, MELBOURNE VIC 3001

Where to get details on our Privacy Policy

It is important you can trust us with your Personal Information, as defined in the *Privacy Act 1988* (Cth). We will collect, use and disclose personal information in accordance with our Privacy Policy.

To understand our customers' administration needs effectively, we need to collect certain personal information. We may collect personal information directly from you, your employer, your financial adviser or anyone authorised by you or acting on your behalf.

Where our disclosure documents ask for personal information, we will normally state the purposes for which it is being collected and to whom it may be disclosed. We collect, hold, use and disclose customers' personal information so we can establish, manage, administer the products and services provided by us, and comply with legal and regulatory obligations. It's your choice whether to provide your personal information. However, if you don't, we might be unable to fulfil your request for a specific product or service or be unable to identify you to protect you against fraud.

For further information on how we handle your personal information please read our Privacy Policy at amp.com.au/privacy, and <https://www.superconcepts.com.au/container/privacy> refer to the relevant disclosure document or contact us.

How we and any other relevant parties are paid

We will charge fees when you purchase our services. We will deduct the fees from your nominated bank account via direct debit. All fees can be found in the **Fee Schedule**. We may change our fees from time to time, generally with 30 days' prior notice.

For referral fees that we receive when you use the Connected Services portal please refer to the **Connected Services Financial Services Guide**.

Our Fee Schedule

The Fee Schedule outlines the fees which AMP SMSF Administration will deduct for the administration services we supply to you. The fees are generally deducted monthly from your nominated bank account.

If we decide to change any of the fees set out in this Fee Schedule, we will provide you with at least 30 days' prior notice of the change.

The Fee Schedule doesn't include any product fees that may be charged by a third-party product issuer, government charges, government levies, investment costs or insurance costs. Where government charges and taxes apply, these are passed onto you as part of the total fees and charges made. The fees payable are in Australian dollars and are inclusive of GST. If the GST payable on those fee increases (for example, as a result of an increase in the GST rate) our fees will correspondingly increase, without further notice, to take account of the increased GST payable.

Establishment costs

Activity	Fee
Fund set-up – New	\$650
Fund set-up – Transfer	Free
Corporate trustee establishment/set-up	\$990

Annual fees

Activity	AMP SMSF Marketplace	AMP SMSF Choice
Base administration fee	\$995	\$1,495
Plus Audit	\$495	\$495
Plus additional administration fees (per item where applicable)		
Collectibles and Property administration	\$300	\$300
LRBA administration	\$110	\$110
Pension administration	\$110	\$110
Segregation administration	\$750	\$750
ROPS administration	\$125	\$125

Service costs you may incur

Activity	Fee
Actuarial Certificates	
Actuarial Certificate – SuperConcepts provider – account based/defined benefit	\$225 / \$580
Actuarial Certificate – provision of data to trustees' provider	Free
Limited Recourse Borrowing Arrangement (LRBA)	
LRBA set-up	\$880
LRBA corporate trustee establishment for bare trust	\$990

Activity	Fee
Pension	
Pension set-up, commutations, or auto resets	\$165
Trust Deed	
Trust deed provision – default provider	Included in establishment
Trust deed refresh	\$495
Lump sum	
Lump sum benefit payment – age less than 60	\$185
Lump sum benefit payment – age 60 & over	\$110
Segregated assets	
Segregation set-up per asset, maximum charge of \$550	\$110
Segregation amendment, per asset	\$50
Consulting and compliance	
Tax & compliance consulting, per hour Incl. consulting for remedial compliance service, assisting with non-compliance with ATO, and other compliance matters	\$385
Company secretarial and corporate trustee maintenance	\$110
Death benefit processing (per death benefit payment)	\$220
BAS provision (if registered for GST) per annum	\$200
PAYG payment summary provision per annum	\$200
Audit Facilitation – using your auditor. Preparation (via our Dashboard) and responding to queries only per annum	\$125
Prior year returns (plus any ancillaries and extras)	\$1,650
Facilitate transfer of monies into your SMSF	\$110
Switching fee (between offers) if the fund switches more than once inside a calendar year	\$440
SMSF trusteeship restructure/amendment	\$110
ROPS set-up amendment to trust deed & lodgement of initial application to UK's HMRC	\$495

Exiting your SMSF

Activity	Fee
Termination of service, or transfer to another administrator	Balance of 12-month contract plus \$200 cancellation fee
Windup of SMSF	One-year administration fee (including ancillaries) to complete the last year's tax return

If you require any other services not listed in the schedule above, please contact us and we can quote you the cost prior to you obtaining the service.

Please find below some examples of how the fees listed on page 4 may be applied:

If you chose AMP SMSF Marketplace

If your SMSF invests in cash, term deposits, and shares through a Connected Services provider, then the following annual fees will apply:		If your SMSF invests in a property, then the following annual fees will apply:		If your SMSF invests in a property with gearing (limited recourse borrowing arrangements), then the following annual fees will apply:	
AMP SMSF Marketplace base administration	\$995	AMP SMSF Marketplace base administration	\$995	AMP SMSF Marketplace base administration	\$995
Annual fund audit	\$495	Annual fund audit	\$495	Annual fund audit	\$495
		Property administration	\$300	Property administration	\$300
				LRBA administration	\$110
Total	\$1,490	Total	\$1,790	Total	\$1,900

If you chose AMP SMSF Choice

If your SMSF invests in cash, term deposits, and shares, then the following annual fees will apply:		If your SMSF invests in a property, then the following annual fees will apply:		If your SMSF invests in a property and wine collection, then the following annual fees will apply:	
AMP SMSF Choice base administration	\$1,495	AMP SMSF Choice base administration	\$1,495	AMP SMSF Choice base administration	\$1,495
Annual fund audit	\$495	Annual fund audit	\$495	Annual fund audit	\$495
		Property administration	\$300	Property administration	\$300
				Wine collection	\$300
Total	\$1,990	Total	\$2,290	Total	\$2,590

What is paid to our Employees for providing financial services to you

Employees, directors and representatives receive salaries, incentive bonuses and other benefits to us. The amount of bonuses and other benefits (which may include commissions) which employees, directors, and representatives may be entitled to will depend on various factors, such as: the performance of that person during the year, and in some cases the particular products, features and level of sales attributable to that person during the year, as well as our overall financial and strategic (eg customer advocacy) performance. Non-executive directors receive fees (and superannuation) for their services.

Employees and representatives may also receive non-monetary benefits including conferences and functions (both in Australia and overseas), study support and gifts such as movie tickets. It is not possible to determine in advance what (if any) additional benefits any employee will receive as these benefits are not generally attributed to any particular product (that the employee recommends or advises on) or service they provide.

Further Information

You may request details of the fees and benefits (including any commissions) that may be payable, however any request must be made within a reasonable time after you are given this FSG and before the financial services identified in this FSG are provided to you.

Part 2: Services, Terms and Conditions

Features of our services

Our AMP SMSF Marketplace and Choice administration services include:

- 24/7 online access to your SMSF Dashboard allowing you to track your portfolio value and individual member balances at any time
- Communication options to suit your preference
- Access to a range of financial product and service providers on the Connected Services portal via your online Dashboard
- Electronic document mail house and storage
- Regular reconciliation of your SMSF transactions
- Monitoring pension payments for adherence to minimum and maximum limits
- Compliance with contribution caps
- SMSF compliance activities, including lodgement of annual financial statements, income tax and regulatory returns
- Access to educational seminars and technical services
- A comprehensive suite of ancillary services is available at additional cost.

A detailed **description of our service**, including ancillary services are listed below.

To suit the various needs of our customers, we offer two SMSF administration services:

1. **AMP SMSF Marketplace**
2. **AMP SMSF Choice**

AMP SMSF Marketplace

AMP SMSF Marketplace is designed to cater to SMSF trustees seeking a more automated administration solution. To enable us to provide an efficient and cost effective solution:

- We will establish a new cash account for your SMSF with a choice of either Macquarie or AMP Bank (even if you are a transferring customer and already have the designated AMP or Macquarie cash accounts). The new established Macquarie or AMP Bank cash account must be used as the linked cash account for your SMSF, where a minimum balance of \$5,000 should be maintained in the cash account.
- You will need to use the financial product and services from a range of third party providers accessible through Connected Services online portal. This portal is a part

of your online Dashboard. More information on the available financial product and services can be found in the **Connected Services Financial Services Guide**.

- You are also able to invest directly in property and collectibles without having to use Connected Services.

If you decide to use or invest in financial services and products outside of those in the Connected Services portal (not including any direct property or collectable investments) you will be switched from AMP SMSF Marketplace to AMP SMSF Choice and you will be charged the applicable fees.

AMP SMSF Choice

AMP SMSF Choice is designed for those SMSF trustees who prefer the option to choose any financial service and product provider, without the limitation of having to use the Connected Services providers.

Description of Services

Activity	What we will do	What we ask you to do
Getting Started		
Establishing a new SMSF	<ul style="list-style-type: none"> – Make it easy for you to set up your SMSF by giving you a Welcome Kit containing the forms and documents you need to get started, including a Trust Deed for your SMSF. – Apply for your fund's Australian Business Number (ABN) and Tax File Number (TFN). – Register your fund for GST (if required). – Obtain from Trustees, or directors of the Corporate Trustee of the fund, a declaration that they understand their duties as an SMSF trustee. – Obtain written consents from members to act as trustees or directors of the corporate trustee of the fund and declarations that they are not 'disqualified persons'. – Provide minutes for the first meeting of trustees. – Set up a company to act as a Corporate Trustee (if required). – Provide applications for membership of the fund. – Provide assistance with full rollovers from your other superannuation accounts. – Arrange for the establishment of banking and investment products for your SMSF including the linked cash account for your SMSF. 	<ul style="list-style-type: none"> – Fill in all forms and signatures required in the Welcome Kit and return to us – Verify your identity and the source of any funds in accordance with Anti-Money Laundering and Counter-Terrorism Financing legislation
Transferring your SMSF	<ul style="list-style-type: none"> – Transfer your existing SMSF onto our service, including replacing the Trust Deed for your SMSF, appointing an auditor and completing the previous year's tax return (if required). – Arrange for the establishment of banking and investment products for your SMSF. 	<ul style="list-style-type: none"> – Provide the documents and information we request to enable us to provide administration services for your SMSF – If your current SMSF Trust Deed was prepared with your specific circumstances in mind, you may need to seek professional advice before deciding to change your Trust Deed
Running your SMSF		
Online Reporting	Provide access to our online Dashboard which gives you more visibility and control over your SMSF, including; <ul style="list-style-type: none"> – Consolidated view of your SMSF's investment portfolio, contributions and pensions history. – Daily reporting where unreconciled transactions will be flagged for your attention via tasks/actions. – Electronic storage of all your SMSF documents and reports, including copies of your SMSF's annual financial statements, annual income tax returns and regulatory returns. 	Respond to your tasks/actions and provide us with the relevant information to help us keep the reconciliation of your SMSF up-to-date (eg electronically sign minutes). Note: The more quickly you respond to tasks the more up-to-date we will be able to keep your SMSF.

Activity	What we will do	What we ask you to do
Fund administration and compliance	<p>Support you to ensure your SMSF complies with administration requirements including:</p> <ul style="list-style-type: none"> – Accounting administration – Annual financial statements – operating statement (profit & loss), statement of financial position (balance sheet), notes to accounts – Annual member statements – Annual Tax and Regulatory Returns – Minutes of meetings or Resolutions of trustees – Instalment Activity Statement lodgements in accordance with your SMSF's PAYG obligations (additional fee if required) – Business Activity Statement lodgements (additional fee if required) – Monitor and notify you of compliance issues including movements of assets outside investment strategy, the need for revaluation of non-standard assets, the need for actuarial certificates, upcoming trustee obligations and contribution cap alerts. <p>Note: Timing of provision of the annual lodgement documentation is at our discretion but will be aligned with lodgement deadlines</p>	<p>To ensure your SMSF is compliant, you will need to:</p> <ul style="list-style-type: none"> – Provide all the relevant information that we need (when requested by us) – Review, sign and return the annual statements – Ensure each SMSF member has sufficient life insurance (as relevant) – Monitor your SMSF's investment strategy and asset movements that fall outside it. <p>Note: Overall compliance for your SMSF remains your sole responsibility</p>
Annual fund audit	<p>Arrange for the appointment of a specialist independent auditor for your SMSF as required by the ATO, including preparation of the annual audit of your SMSF's tax return.</p>	
Property Administration	<p>Support you to ensure your SMSF is compliant by compiling all of the compliance administration required by the ATO that specifically relates to any properties in which your SMSF invests.</p>	<ul style="list-style-type: none"> – Provide all necessary documentation requested in a timely manner – Payment of all property related expenses via your SMSF's linked cash account – Arrange annual property valuation
Limited Recourse Borrowing Arrangement (LRBA) administration	<p>Support you to ensure your SMSF is compliant by compiling all of the compliance administration required by the ATO that specifically relates to any LRBA's you have in place for your SMSF.</p>	<p>Provide all the relevant information (when requested by us) that we need to complete these activities</p>
Pension administration	<p>If requested by you, administer your pensions, including:</p> <ul style="list-style-type: none"> – Calculating taxable and tax free percentages. – Preparing all of the notifications and minutes required. – Calculating the level of initial pension that is available. – Helping you monitor your minimum and (if applicable) maximum pension thresholds. – Facilitating lump sum payments (additional fee if required). 	
Actuarial Certification	<p>If your SMSF requires it, we will arrange for the appointment of a specialist independent actuarial firm to produce an Actuarial Certificate for your SMSF (additional fee if required).</p>	
Mail house service	<ul style="list-style-type: none"> – Scan the document and store the electronic documents on Dashboard and destroy the physical documents securely – Keep the electronic documents for 10 years in compliance with Superannuation Law – Raise tasks for any necessary actions – Bank the cheques received relating to corporate actions – Arrange direct debit payments for regulatory fees and tax payables. 	<ul style="list-style-type: none"> – Attend to the letters attached to the Dashboard tasks in a timely manner – Download forms or vote online for corporate action, Annual General Meeting and Proxy forms – Make payments for expenses as required
Extra Services		
Company maintenance service	<p>If you opt for a corporate trustee structure, we can support the maintenance of the company including attending to the ASIC annual review and other regulatory requirements associated with a special purpose superannuation trustee company.</p>	<p>Ensure that any fees levied by ASIC for your SMSF are paid on time</p>
LRBA set up	<p>Support you to set up a Limited Recourse Borrowing Arrangement (LRBA) – which is a special kind of loan which enables you to borrow to invest in property or other assets within your SMSF.</p>	<p>Arrange your loan via a commercial lender, once the LRBA has been established</p>
Pension set up	<p>If requested, assist with establishing pensions (including transition to retirement pensions).</p>	<p>Seek financial advice relating to pension strategies</p>
Trust Deed amendment or upgrade	<p>Your Trust Deed is the 'rule book' for your SMSF. It is important that it is kept up-to-date to remain compliant and in line with the latest legislation. We can arrange for your SMSF's Trust Deed to be updated – this service will be provided to your SMSF by an external law firm selected by us.</p>	<p>Sign and return to us the updated Trust Deed</p>

Activity	What we will do	What we ask you to do
Change in trustee/member details	For SMSFs with an individual trustee structure, we can: <ul style="list-style-type: none"> – Prepare the statutory paperwork including trustee minutes and ATO trustee declarations where you make changes to the members of your SMSF. – Assist with the preparation and lodgement of the ATO change of details form. 	Sign and return to us any documentation required
Wind up or transfer	If you decide to wind-up your SMSF, we will: <ul style="list-style-type: none"> – Reconcile and prepare your fund’s final year accounts and member balances. – Prepare all the necessary documentation and attend to all the required statutory reporting. – Arrange the final year audit of your SMSF. – Inform you of the necessary transactions and payments you need to make from your SMSF. 	
SMSF education	We have a team of highly regarded SMSF administration experts who have many years of experience working with SMSF trustees. Our technical experts play an important role in helping SMSF trustees stay abreast of legislative developments and with some of the more technical aspects of running an SMSF. Our technical team run a number of education and technical support programs including: <ul style="list-style-type: none"> – A technical help desk and technical communications to support you in your role as an SMSF trustee. – Trustee information seminars and webinars. – Legislative updates and newsletters 	
ROPS ongoing reporting	The UK pension rules are subject to change, but currently require certain transactions to be reported for at least 10 years after an amount is transferred to a ROPS: <ol style="list-style-type: none"> 1. The first pension payment of each new pension account for the member; 2. Lump sum payments from accumulation accounts; 3. Rollovers to other fund; 4. Changes to fund details, such as name, address and changes to the trustee structure; 5. When the fund ceases to be a ROPS. If notified of a reportable event by you, we will: <ul style="list-style-type: none"> – Prepare the necessary form and provide to you for signature – Lodge with UKHMRC (Her Majesty’s Revenue & Customs) – You are responsible for notifying us of a reportable event and requesting the completion of the relevant forms – It is the trustees’ responsibility to stay up to date on the ongoing reporting obligations to UKHMRC. 	<ul style="list-style-type: none"> – You are responsible for notifying us of a reportable event and requesting the completion of the relevant forms – It is the trustees’ responsibility to stay up to date on the ongoing reporting obligations to UKHMRC

Terms & Conditions

1. Your obligations

When you use AMP SMSF administration your obligations are set out as below.

1.1 Your acknowledgements

You acknowledge that:

- We undertake to use reasonable endeavours to help support you with your SMSF compliance obligations by providing the services outlined in the **Description of Services**.
- However, as you are the trustee, you are ultimately responsible for the operation, management and compliance of your SMSF. To assist you, you should obtain professional advice regarding your specific obligations for the management and compliance of your SMSF.
- Other than the administration services we provide through AMP SMSF administration we are not responsible for the delivery or performance of any of the financial products or services that you may use or engage or that are arranged by us on your behalf.

1.2 Your undertakings

You undertake that, by engaging us, and by using our services:

- you will respond, in a timely manner, to any task or request we send you in relation to your SMSF in order for us to provide our services to you;
- You will manage your SMSF in accordance with your Trust Deed and the applicable laws;
- You will maintain sufficient funds in your SMSF’s nominated bank account to allow us to deduct any fees owed;
- You will immediately notify us 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 your SMSF;
- You will pay the fees and charges as set out in this document.

1.3 Third Party Authorities

- For the purpose of administering your SMSF, you authorise, on an ongoing basis until you provide written notice stating otherwise, that all relevant information pertaining to your SMSF investments, insurances, bank accounts, or any other personal and financial information from third party providers (“SMSF Information”), be released to us and/or our nominated service provider from time to time in such form and at such times (including via datafeed) as is requested by us, or our related bodies corporate, successors or assigns or by the third party provider.

- b. Your authorisation includes us executing any relevant documentation on your behalf to obtain the SMSF Information, where we deem necessary.
- c. In doing so, you acknowledge that the nominated service provider:
 - is released from any liability for actions taken by AMP SMSF Administration
 - can terminate any data provision at their notice; and
 - may receive commission for the provision of data.

1.4 Communication and your instructions

- a. You agree to receive all communications from us via the Dashboard or via email. You can give us instructions in writing via email, letter or through the Dashboard.
- b. We will not act on instructions if they are unclear, incomplete or otherwise not in accordance with the terms of this agreement or superannuation law. We will advise you if we will not act on any such instruction.
- c. We may provide documents to you electronically through a third party.

2. Fees and charges

- a. All current fees can be found in the **Fee Schedule**. Our fees can change from time to time, generally with 30 days' prior written notice.
- b. We will deduct our fees from your nominated bank account via direct debit and you agree to execute all documentation required to authorise and enable us to do so.
- c. Fees will generally be deducted on a monthly basis from the nominated bank account of your SMSF.
- d. You will need to ensure your cash account holds sufficient funds to cover any fees. If your nominated bank account has insufficient funds and your fees are unpaid for one or more months, we reserve the right to recover the fees from you in your personal capacity.
- e. We reserve the right to re-charge you for any dishonour fees that we incur if insufficient funds are available causing our attempt to debit your account to fail.
- f. The fees payable under this agreement are in Australian dollars and are inclusive of GST. If the GST payable on those fees increases (for example, as a result of an increase in the GST rate) our fees will correspondingly increase, without further notice, to take account of the increased GST payable.
- g. Where government charges and taxes apply, these are passed onto you as part of the total fees and charges made.

3. Amendments and termination

- a. We can amend these Terms and Conditions immediately by notifying you of any changes. However, if we consider any amendment to be material, we will give you 30 days' prior written notice.
- b. Either party may terminate this agreement by giving the other party 30 days' written notice. Fees may apply. Please refer to our Fee Schedule.
- c. Where we have given you 30 days' prior written notice of a change to this agreement, you may elect to terminate this agreement by giving us 14 days' written notice.
- d. Following the establishment of your SMSF, if you have not made a rollover or contribution into your SMSF by the time your SMSF's first tax return is due, we reserve the right to terminate this agreement. If we do so, we will wind up your SMSF and require any fees owing to us to be paid in your personal capacity.

- e. Following termination:
 - We will not conduct any further work on your SMSF unless we are directed by you.
 - We will provide you with a summary of the fees you will incur before any further work takes place; and
 - We will prepare and promptly deliver stored data, files and related material regarding your SMSF's administration to you.
- f. We can transfer our rights and obligations under this agreement to another subsidiary of AMP group by notice to you.

7. Indemnities, liabilities and Force Majeure

- a. AMP SMSF Administration and the AMP group are not liable to you or your SMSF for any losses (direct or indirect) relating to your SMSF except to the extent that the liability directly results from the fraud, default, dishonesty or gross negligence by us.
- b. Our total liability for the services we provide to you is limited to the fees we charged you within the last 12 months.
- c. If we fail to meet our obligations due to events beyond our control including fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, strikes, power cuts, lockouts or labour difficulties we will be excused. We will notify you in writing outlining the estimated time impact as soon as the failure or delay is anticipated and make reasonable efforts to recommence our obligations without any delay.

8. Dashboard access conditions

The following conditions apply:

- a. You can access information with a Login ID and password to your Dashboard.
- b. We will give anyone access to your information who uses your Login ID and password or who complies with any other security procedure that we may use.
- c. Any action by that person will be taken to be by you and will be binding on you.
- d. You must tell us immediately if you suspect that any unauthorised person has access to your Login ID or password.
- e. We can only accept responsibility for the reliability of data and information that is within our control.
- f. We are not responsible for transmissions of any computer virus or other unwanted programs or information from or associated with your Dashboard use.
- g. 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 give this information in a different form from what was in the Dashboard.
- h. We may suspend or cancel your access but will give you notice beforehand if possible
- i. You acknowledge that anything associated with or available through the Dashboard belongs to us or other third parties and is protected by intellectual property rights.
- j. You release, discharge and indemnify us from and against all liabilities and costs (including legal costs) incurred by you as a result (direct or indirect) of your use of (or inability to use) the Dashboard.

Contact us

phone 137 174
web amp.com.au/smsf
email ampsmsf@superfundadmin.com.au
mail GPO Box 2717
ADELAIDE SA 5001

© Copyright 2018. All rights reserved.

SMSF Administration Solutions Pty Ltd, ABN 76 097 695 988, AFSL No. 291195 trading as AMP SMSF Administration.

Fees and charges are current as at 23 February 2018 and are subject to change.

Any advice in this document is general in nature and does not take into account your personal objectives, financial situation or needs. Therefore, before acting on the advice, you should consider the appropriateness of the advice, having regard to those matters.