



SMSF Alliance
More than just SMSFs

Financial Services Guide & Agreement

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Valid from 1/07/2022

This Financial Services Guide (FSG & Agreement) is designed to answer questions you may have prior to us providing you, through your adviser, the benefits of our services. It also encapsulates the agreement between you and ourselves.

Please read it carefully to help you decide whether to use our services.

About SMSF Alliance

Incorporated in 2010, we are a leading provider of independent SMSF administration, reporting, technical and compliance services. Our Principal, David Busoli, is one of the most experienced participants in the SMSF sector having participated since its inception. He is regarded as an authority on SMSF technical and administration matters and is often called upon to speak at industry forums. He was one of the founders of the SMSF Association, the sector's peak body. Through his training activities, primarily through the University of Adelaide, he has been responsible, directly and indirectly, for the SMSF accreditation of a significant number of current licensed financial advisors. The SMSF Alliance management team also includes Emma Walker, General Manager, and Debbie Thomas, Head of Technical and Strategic Alliances. Like David, both Emma and Debbie are accredited SMSF Specialists.

How we provide our services

We do not deal directly with you or provide you with personal financial advice. This is provided by the adviser who has introduced you to our services. Our SMSF solutions are designed to assist licensed financial planners, accountants and stockbrokers to provide superior SMSF services to you, their client. Our unique, SMSF Toolbox, supports advisers by providing purposeful insights into potential pitfalls and opportunities specific to your SMSF. Effectively, it provides answers to questions that may not have been asked yet. Your adviser will determine whether any identified item is relevant to your circumstances and may incorporate our insights into their advice to you, entirely at their discretion. To ensure clarity, and to comply with the legal obligations surrounding the provision of advice, we communicate directly with your adviser who will, in turn, communicate with you.

We will deem communication from your adviser as carrying the same authority as communication from yourselves.

We do not receive any inducements from any product providers. There are no restrictions as to the investments you may hold, save for those that are imposed by law and the investment strategy you and your adviser have determined. The investments you choose may, however, influence the price of our service. Our lower priced administration offerings contain some default financial product requirements. These are simply due to their administrative efficiencies, allowing us to provide our comprehensive services to you at a lower fee. No recommendation of their suitability to your circumstances is inferred or implied as they may not be suitable for you.

Terms of Our Engagement

This FSG is governed by the laws of the State of Queensland.

Terms used have the following meanings;

“you” means the persons identified in the application as Members/Trustees of the SMSF, in your capacity as Trustees or directors of the Trustee and in your personal capacity, jointly and severally. “your” has a corresponding meaning.

“your adviser” means your financial planner, accountant, stockbroker or other representative whom you have appointed to deal with us.

“us”, “we” or “SMSF Alliance” means SMSF Alliance Pty Ltd ABN 71 158 712 737, Reg Tax Agent 28440009. “our” has a corresponding meaning.

Our services

Our service includes tax return lodgment, audit and actuarial facilitation to make it easier for you to manage your SMSF.

Provided we receive the necessary information, your fund information will be updated daily.

Our service provides comprehensive web reporting of Fund activities and includes online access to;

- Investment portfolio holdings, unrealised gains/losses, realised profits and income
- Detailed member account information including individual member balances & preservation details
- A check of contributions against your contribution caps and
- A check of pension payments against your pension statutory limits.
- Please note that your adviser may elect to use alternative means of providing you with this information.

Our comprehensive technical back up is included to your adviser at no extra cost. This includes access to our SMSF Toolbox which contains numerous alerts and potential opportunities, based specifically on your fund data, for your adviser to consider.

Our service also includes

- Maintenance of Fund records
- Annual Member & Trustee Reporting including Member Statements, Minutes & supporting documentation
- Pension administration including establishment, commutation, transfer balance account reporting
- Mailbox service
- Preparation of drawdown and rollover documentation
- Liaison with Government agencies as required
- Calculation of allowable pension levels
- Preparation & lodgment of Annual Fund Financial Statements & Tax return
- Preparation & lodgment of Business Activity Statements at extra cost
- Facilitation of external Audit
- Facilitation of Actuarial Certificate including Solvency Certificate if required
- Production of Group Certificates
- Production of CentreLink schedules
- All communication between you and us will be via your adviser.

We undertake to use reasonable endeavours to help to support you with your SMSF compliance obligations by providing the services outlined however, as you are the trustee, you are ultimately responsible for the operation, management and compliance of your SMSF.

Your obligations and acknowledgements

- a) ensure that any activity of the Fund complies with the Fund Trust Deed and laws.
If in doubt you should refer the matter to your adviser for comment prior to implementation;
- b) open and maintain a suitable Cash Account. It must only be used for transactions relating to your SMSF and not for personal banking purposes;
- c) retain enough funds in the Cash Account to pay outgoings including pension payments and monthly fees;
- d) assist us by signing any redemption request, share transfer, data authority and/or other documents necessary to maintain the Fund's compliance;
- e) ensure that each investment pays all income or redemptions relating to it to the Cash Account or to some other Fund account established for this purpose;
- f) advise of the details of any withdrawals from, or additions to, the Cash Account for which we have not received evidence from other sources;
- g) ensure that we are provided with the Fund's current written Investment Strategy for audit purposes and ensure that the Fund's investments are made in accordance with that strategy;
- h) ensure that all investments are made in the Trustee's name but care of our postal address (SMSF Alliance, PO Box 978, Coorparoo QLD 4151) for either original or duplicate correspondence. This is to ensure that we receive necessary ongoing information including documentary proof of activities required for audit purposes without having to request it from you.
- i) authorise us to deduct and pay from the Cash Account our fees, as agreed, and to include Adviser fees if so authorised;
- j) authorise us to deduct payments for certain expenses relating to the Fund. This will include the cost of audit and actuarial reports, bank dishonour fees, trust deed variations, stamp duty charges, ASIC fees, payments to the ATO and any other such item. It will not include investment or benefit payments;
- k) authorise us to provide the regulators with any report required to satisfy your obligations on your behalf;
- l) not hold us responsible for the performance of any of the investment products or services that you choose;
- m) indemnify us against all claims made against us or suffered by us as a direct or indirect result of you failing to comply, or failing to comply in sufficient time, with any of your responsibilities.

You also acknowledge that any reference to the obligations of the Trustee includes the obligations of the member and that communication between us and your adviser (and vice versa) constitute communication between us and you. It is your adviser's responsibility to communicate with you (and vice versa).

We engage entities such as auditors, actuaries, service providers and consultants to assist us to deliver our services to you. These entities are not related to us. By accepting our services, you are consenting to the disclosure of information about you and your affairs to these entities. Where we disclose information about you or your affairs, we do so in accordance with our Privacy Policy.

Third party authorities for necessary information

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 fund investments, insurances, bank accounts, or any other relevant information from third party providers (SMSF Information), be released to us in such form (including electronically) as requested by us. Your authorisation includes SMSF Alliance executing any relevant documentation on your behalf to obtain the SMSF Information, where we deem it necessary.

Fees and charges

We will deduct our fees from your SMSF Cash Account via direct debit and you agree to execute all documentation required to authorise and enable us to do so. All current fees can be found in the Fee Schedule. Our fees can change from time to time, with 30 days' prior notice to you, via your adviser. Third party fees, such as those for auditors or actuaries, may alter without notice.

You will need to ensure your cash account holds sufficient funds to cover any fees. Where fees remain unpaid for three months, we reserve the right to recover the fees from you in your personal capacity. We will charge dishonour fees where our debit fails due to insufficient funds.

Where government charges and taxes apply, these are passed onto you as part of the total fees and charges. The fees payable under this agreement 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 notice, to take account of the increased GST payable.

Where an existing Fund requires administration reporting for previous years these will be charged at concessional rates as per our fee schedule or as agreed.

Where a new Fund has been established part way through the financial year it will pay the monthly fee for each month it is in force plus any of the yearly or one-off fees for services described in our fee schedule.

Apart from our ongoing monthly fee, yearly or one-off fees are charged separately either as incurred or when the annual returns are completed. Further information is available from our Fee Schedule.

We reserve the right to increase all fees and charges each year by the prevailing increase in the consumer price index (CPI) from 1 July each year.

Amendments and termination

If we wish to amend these Terms and Conditions in a material way, we will give you, via your adviser, 30 days' prior written notice. Where we have given you such notice, and you elect to reject the change prior to its operative date, it will terminate on the date the change was to occur. If you have not rejected the amendment it will take effect from the operative date and any termination of the service by you will be as below.

This Agreement may be terminated by you, or us, by either party giving the other 30 days' notice in writing. We may terminate this Agreement immediately if you fail to pay your fees or have otherwise breached your duties under this Agreement.

On termination, you will be entitled to a Fund report as at the end of the last full month of the term of this Agreement. You will not be entitled to a refund. You will not be entitled to any other report unless you have paid the full year's monthly fees. If a full year's monthly fees have been paid, we will complete your Fund returns for the relevant financial year if you continue to perform your obligations under this agreement and pay any additional yearly service fees required for the completion of the accounts as per our Fee Schedule.

When your Fund reporting for the financial year of termination has been completed all hard copy files will be provided to you. Electronic files will be made available for you to download for one year following termination. It is your responsibility to ensure that the individual investment managers and other parties to the Fund are advised of the Fund's change of address.

If the termination includes Fund wind up or transfer, then the fees nominated in our Fee Schedule will apply.

Indemnities and liabilities

We maintain Professional Indemnity insurance in accordance with our obligations.

Privacy

We take protection of your Personal Information, as defined in the Privacy Act 1988 (Cth), seriously. We will collect, use and disclose personal information in accordance with our Privacy Policy.

Feedback and complaints

We are committed to providing a quality service. However, in the event you, or your adviser, 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.

Fee Schedule

All fees in this schedule are inclusive of GST.

Yearly and other ongoing service fees will be debited as incurred or when the fund financials are completed. Such fees include audit, actuarial, property and any other charges indicated in the fee schedule, if applicable.

The base service fee will be deducted on a monthly basis from the Cash Account at the applicable rate. There are three base service fee options.

Platinum

Any legal SMSF investment or action can be accommodated though some, such as dividend reinvestments, will incur an extra charge. Up to 4 pensions are included at no extra charge. The rate is \$175 per month (\$2,100 per annum).

Gold

Investment restrictions include direct term deposits, direct managed funds and non-approved wraps. Notably, pensions and non-wrap ETFs incur an extra charge. The rate is \$140 per month (\$1,680 per annum).

Silver

Investments are limited to a share broker platform. The fund's cash account must be a Macquarie CMA. Notably, pensions and ETFs incur an extra charge. The rate is \$96 per month (\$1,152 per annum).

If we decide to change any of the fees set out in this Fee Schedule which are relevant to you (except for a CPI increase, change to the GST rate or third party fees) we will provide at least 30 days' prior notice of the change to the designated contact point for the Fund.

Application of Part Year Administration

New Fund

When a new Fund is established, the monthly administration fee applicable to the service level begins from the first day of the month following inception. By way of clarity this means that a new fund that has commenced on January 15th would pay 5 monthly instalments, starting 1 February, until June 30th.

Transferring Fund

When an existing Fund transfers to our service it will be liable for the monthly administration fee applicable to the service from July 1st of that year as the administration period covers the full financial year. It is possible that there are previous year's accounts to be completed as well. Where non-refundable fees have already been paid to a previous accountant/administrator we may be prepared to provide you with our service to complete that work at no charge – conditions apply.

Application of the Pricing Discount for the Gold and Silver options

The pricing we will apply to any fund commencing on our service is the Platinum pricing unless we are advised that the fund will satisfy one of our discounted options for the whole of the financial year. If we are advised that this is the case, but subsequently find that the fund does not qualify for discounted pricing, the higher fee will be charged from inception.

For a fund to qualify for discounted pricing it must satisfy the criteria for that pricing for the full financial year, so the discounted fees will only apply if the necessary conditions were satisfied either from inception, for a new fund, or from July 1 for an existing fund and are maintained for the full financial year.

Fee Schedule from 1/7/2022 (GST inclusive)

Service & Offers	Platinum	Gold	Silver
Foundation SMSF Services			
New Fund Set-up			
New Fund Set-up – with Individual Trustees		\$367	
New Fund Set-up – with Corporate Trustee		\$998 including ASIC fee	
Existing Fund Transfer to our service			
Transfer Fee		Nil	
Ongoing Administration including adviser access to our SMSF Toolbox ¹			
Base administration fee <i>paid monthly</i>	\$2,100 yrly (\$175 p.m.)	\$1,680 yrly (\$140 p.m.)	\$1,152 yrly (\$96 p.m.)
Choice of central bank account	Unlimited	Macquarie ³ CMA	
Electronic Signature facility	Optional	Mandatory	
Audit process using our auditor <i>paid yearly</i> ²		\$505	
Investment Exclusions, Services & Fees that are levied as incurred or yearly			
Listed shares & ETFs ⁶ (see ETFs below) from most brokers	✓	✓	✓
Aust Money Market Fund (for fixed term deposits) ³	✓	✓	✓
Approved Wrap – No SMA ⁴	✓	✓	x
Non-approved Wrap or Approved Wrap with active SMA ⁴	✓	x	x
Direct Fixed Term Deposits	✓	x	x
Direct Managed Funds	✓	x	x
Property – (geared or ungeared)		\$247 per property	x
Arm's Length LRBA administration	✓	✓	x
Non-Arm's Length LRBA administration		\$247 per property	x
Unlisted Companies & Trusts (excluding managed funds) ⁵	\$247 each	x	x
Non-Platform held Foreign Assets or Crypto Trading Accounts	\$247 each	x	x
Manual entry Bank Accounts & Derivative Trades per transaction	1 - 24 trans, \$78, or 25 - 99 trans, \$121, or 100 - 249 trans, \$247, or over 249, \$368		
Dividend/Distribution Reinvestments, Fee Rebate Investments	\$26 each but capped at \$650		
ETFs ⁶ not held on a wrap account	Included	\$26 each	
Collectables & Personal Use Assets	\$120 each	x	x
Pensions set up or commutation	Included		
Ongoing pension admin. Assistance with payment monitoring, TBAR management & reporting.	4 pensions are free. \$120 for each pension over 4.	\$120 for 4 pensions plus \$120 per pension for each pension over 4. (pension counted @ 30/6)	
Actuarial Certificate by panel provider if required	\$340 or \$614 if defined benefit		
PAYG payment summary provision, per annum	Included		
CentreLink Schedule	Included if @ 1 July otherwise \$120		
Lump sum benefit payment	Included		
Rollover if not part of fund windup	\$194		
Death (including Future Service Benefit Processing if applicable)	\$473		
BAS provision (if registered for GST)	\$263 per annum if lodged quarterly or \$158 per annum if yearly		
Access to stored documents	Included		
Collection of Supplied Adviser Fees (Macquarie cash A/C only)	Included		
Binding Death Benefit Nomination	Included		
SMSF Toolbox ¹ access & technical assistance to advisers	Included		
Corporate trustee office & maintenance (excl ASIC fees)	\$116		
Set up a QROPS – trust deed & application to HMRC	\$473		
QROPS ongoing admin & event's-based reporting	\$263 per annum plus \$132 per event over 2		
Portfolio Segregation for Risk Profile or QROPS purposes with separate cash accounts	\$247 with separate cash accounts or \$473 if separate accounts are not operated independently so require rectification		
Portfolio Segregation as above but without separate cash accounts	\$368 per asset or split	Not Permitted	
Individual Investment Segregation (not pension)	\$368 per asset	Not permitted	

Fee Schedule from 1/7/2022 GST inclusive

Service & Offers	Platinum	Gold	Silver
Services & Fees that are levied as incurred or yearly			
Corporate trustee establishment / set-up	\$683 including ASIC fee		
Prior year returns	\$0 to \$2,100 plus ancillary, audit & any fees from 3rd party suppliers &/or for extra services so POA		
Set up an Arm's Length LRBA with individual trustees – deed & minutes	\$578		x
Set up a Non-Arm's Length LRBA with individual trustees as above	\$946		x
Set up an Arm's Length LRBA with corporate trustee – deed, minutes & company	\$1,209 including ASIC fee		x
Set up a Non-Arm's Length LRBA with corporate trustee – deed, minutes & company	\$1,577 including ASIC fee		x
Change of fund membership	\$120		
Change of company name	\$578 including ASIC fee		
Change of trustee	\$368		
Trust Deed upgrade	\$368		
Relationship breakdown benefit splitting	\$405		
Member Guardian Appointment	\$473		
Reserving excluding Pension and Contribution reserves	\$121 per process		x
Termination or Outwards Administration Transfer	\$279		
Cancellation of Inwards Administration Transition	\$150 plus \$30 per month since process commenced		
Windup (in addition to standard administration fees)	\$1,224 plus ancillaries		
Reworking of accounts due to adviser/trustee error	\$400 plus audit fee if applicable		
Complex Case research, preparation, presentation. Includes liaising with (but not limited to) advisers, trustees, ATO, lawyers, etc	\$368/hour		
Base fees paid other than monthly incur an extra yearly fee	\$231		
Direct Debit Dishonour Fee	\$13 plus bank fees		
Certification of Deed (limited pages)	\$63		
Certification of Deed (all pages)	\$121		
Corporate Power of Attorney	1 Director - \$578, 2 directors - \$694		
Sophisticated Investor Certificate	\$247		
Non-complex, adhoc, technical assistance excluding advice	Included		
Adviser access to the SMSF Toolbox ¹	Included		
Other Entity Tax Returns			
Personal, Partnership, Company & Trust Returns ⁷	POA		

Notes

- Our SMSF Toolbox provides purposeful insights, based on each fund's unique data, for advisers to consider. It acts as both an enhancement to fund compliance and value-added advice. It also includes an advanced investment strategy tool, access to specific calculators, technical information & more.
- The base audit fee is not controlled by us so may differ from this published rate. It also includes a preparation component. Additional fees will be charged for contravention reports and certain investments.
- We do not provide investment advice or receive any product inducements. The Macquarie CMA simply has greater administrative functionality than other products. Similarly, AMM reliably downloads to our systems so is a potential fixed interest solution for our Silver option which cannot hold direct fixed interest investments.
- The reliability of data feeds from wrap accounts varies widely. Even the best requires manual intervention so wrap accounts are not an option for our Silver service. Approved wraps for our Gold service include Macquarie, BT & CFS that do not hold an active SMA. Our list is examined and adjusted on an ongoing basis depending on our experience. If our experience has been consistently favourable over a twelve-month period, we will approve a Wrap for the Gold service. Please contact us to discuss your requirements.
- Due to strict audit requirements this investment type requires us to investigate it's underlying asset and accounting details each year. We may ask for extra information and may not be able to complete the super fund's returns until the investment's tax returns have been completed.
- We may charge an extra fee for ETFs as they require collection & manual processing of tax statements when held via broker platforms. Electronic data processing assists but often requires adjusting so transactions require checking in any case. This function is generally provided by approved wrap accounts so we do not charge an ETF fee when they are held in this manner, unless they require adjustment. This fee is not applicable to our Platinum Service. If an efficient electronic solution becomes available this charge will be reassessed.
- Non-super returns are prepared by our panel of external accountants who will deal with you directly. Please contact us for more details.