

Terms and Conditions



Xpress Super Pty Ltd (**Xpress Super**) is a specialist SMSF Administrator and an associated company to SuperGuardian Pty Ltd (**SuperGuardian**), a chartered accounting firm.

Xpress Super provides a low cost SMSF service by utilising specific products that have been carefully selected to provide data automation and a significant level of efficiency. The productivity gains are then passed on to the client by way of a significantly discounted flat fee.

1. DEFINITIONS

In these Terms and Conditions:

Annual Account Fee means an annual fee of \$200 per account.

Business Day means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia.

Client Engagement Form means the client engagement form lodged by the Client with Xpress Super for the provision of Services by Xpress Super.

Client means the trustees of the proposed or registered self managed superannuation fund (SMSF), or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times. For the avoidance of doubt, where there is more than one individual trustee or director of a corporate trustee, any decision or instruction provided to Xpress Super by one trustee or one director of a corporate trustee (as applicable) binds all of the trustees/corporate trustee (as applicable).

Direct Debit Authority Service Agreement means the direct debit authority service agreement entered into between the Client and Xpress Super from time to time.

Fee Quote means a quote provided by Xpress Super to the Client setting out the fees payable by the Client for Xpress Super to provide the Services.

Fee Schedule means the fees and costs document provided to the Client with the Client Engagement Form or at such later time.

Platform means the Xpress Super interface with the underlying platform provided by Class Super, available at <https://app.class.com.au/my/login>.

Services means the establishment services and annual services set out in sections 3 and 4 of these Terms and Conditions and any

additional services set out in section 5 as agreed by Xpress Super and the Client.

2. AGREEMENT

- 2.1 These Terms and Conditions along with the Client Engagement Form, the Direct Debit Authority Service Agreement, the Fee Schedule and/or any Fee Quote constitute the Client's agreement with Xpress Super for the provision of the Services (**Agreement**).
- 2.2 By submitting a Client Engagement Form (including electronically) the Client agrees to be bound by these Terms and Conditions, the Fee Schedule and/or any Fee Quote.

3. ESTABLISHMENT SERVICES

- 3.1 If the Client has elected the "New Fund" type in the Client Engagement Form, Xpress Super will take the required steps to:
 - establish a SMSF in accordance with the instructions contained in the Client Engagement Form; and
 - if required in accordance with the instructions contained in the Client Engagement Form, incorporate a company to act as corporate trustee of the SMSF.
- 3.2 Xpress Super will provide same day establishment for new SMSFs where all information requested by Xpress Super has been provided by the Client and payment of the SMSF establishment fee in accordance with section 7 has also been made. 'Same day' is considered within 24 hours of receipt by Xpress Super of the completed Client Engagement Form and all other information requested by Xpress Super.
- 3.3 If the Client has elected the "Existing Fund" type in the Client Engagement Form, Xpress Super will:
 - prepare and provide to the Client, the required paperwork to effect the transfer of the administration of the SMSF to Xpress Super; and
 - liaise with the Client's current accountant or adviser to obtain all documentation required by Xpress Super to provide the Services for the SMSF.
- 3.4 The Client must establish:
 - a CBA Accelerator cash account; or



- if otherwise agreed with Xpress Super and subject to payment of an Annual Account Fee in accordance with clause 8.4, such other cash account, providing that the cash account issues a data feed into the SMSF software used by Xpress Super,

as the primary account of the SMSF and all cash activity within the SMSF must be directed through this account (**SMSF Bank Account**).

3.5 The Client must ensure that the SMSF Bank Account has sufficient funds at all times to pay regular outgoings, including any fees payable to Xpress Super under the Agreement.

3.6 The Client must establish:

- a CommSec account; or
- if otherwise agreed with Xpress Super and subject to clause 3.7, such other share trading account, providing that the share trading account issues a data feed into the SMSF software used by Xpress Super,

(**SMSF Trading Account**).

3.7 If the Client establishes a SMSF Trading Account that is not a CommSec account and this SMSF Trading Account does not permit the SMSF Bank Account to be used as the settlement account, an Annual Account Fee will be payable by the Client in accordance in clause 8.4.

3.8 The Client must provide Xpress Super with:

- an authority to act as the tax agent of the SMSF;
- a data feed authority and third party view only access authority for all products/services offered as part of the Embedded Offering;
- a data feed authority and third party view only access authority for all products/services offered by third party service providers utilised by Xpress Super in providing the Services; and
- any other authority reasonably required by Xpress Super to enable Xpress Super to provide the Services.

3.9 The Client agrees to utilise Xpress Super's nominated trust deed upon new fund establishment.

4. ANNUAL SERVICES

4.1 During the term of the Agreement, Xpress Super will provide the services set out in this section 4 in accordance with the terms of the Agreement.

Access to the Platform and Reporting

4.2 Xpress Super will provide the Client with access to the Platform.

4.3 Through the Platform, the Client will be provided with access to:

- daily online reporting in relation to the SMSF's transactions;

• performance reports – providing a time weighted return of the SMSF's investment using an easy to use online tool;

• asset allocation and strategy reports – providing information about collections on investments owned versus strategy in place in relation to the SMSF;

• realised and unrealised capital gains reports – providing a detailed account of the SMSF's investments' capital gains (or losses);

• investment snapshots and valuations reports - providing a bird's eye view of the SMSF's investment portfolio;

• contribution and pension payment compliance reports; and

• capital gains tax records for the SMSF.

4.4 The Client must not permit any other person to access the Platform.

4.5 Xpress Super will receive electronic data files of the SMSF's transactions from the provider of the SMSF Bank Account and SMF Trading Account.

4.6 Where information is not received by Xpress Super from the provider of the SMSF Bank Account and/or SMF Trading Account in relation to a transaction, the online reporting system will flag these as 'unmatched transactions'. It is the responsibility of the Client to advise Xpress Super of any unmatched transactions and to provide Xpress Super with details regarding these unmatched transactions to bring the account up to date.

4.7 All investments are allocated between members of the SMSF on a pooled basis. This means all income is allocated on a proportionate basis according to each member balance.

Corporate Actions

4.8 The Client is responsible for actioning the SMSF's response in relation to any merger, takeover, bonus share, rights issue buy-back or similar arrangement offered to the SMSF.

4.9 Any actions taken by the Client under clause 4.8 will be reflected in the online reports made available to the Client through the Platform.

4.10 Xpress Super will not make payment, facilitate payment, complete forms or other paperwork or take any responsibility for any corporate action the Client may be entitled to participate in.

Membership Statements

4.11 Xpress Super will:

- maintain detailed membership records for each member of the SMSF, which include individual member balances, rollover and contribution information, tax and preservation components (**Member Statements**);
- update each Member Statement periodically; and



- make all Member Statements available through the Platform to the Client provided there are no unmatched transactions.

Lump Sum Withdrawals

4.12 Xpress Super will, at the direction of the Client, prepare and lodge lump sum withdrawal documents for the members of the SMSF, including preparing and managing associated documentation such as minutes, payment summaries and other registration requirements as prescribed by the Australian Taxation Office (ATO).

4.13 The Client is responsible for ensuring the members are eligible to withdraw lump sum withdrawals and Xpress Super takes no liability for any errors or admissions made by the Client.

Pensions

4.14 Xpress Super will, at the direction of the Client, arrange for the conversion of accumulation balances to pensions where required, including calculation and payment of pensions and PAYG withholding tax to be remitted to the ATO and preparation of all associated documentation.

4.15 Xpress Super will, at the direction of the Client, arrange for the commencement of a pension where required and preparation of all associated documentation.

4.16 Xpress Super will, at the direction of the Client, arrange for the consolidation of multiple pensions where required and preparation of all associated documentation.

IAS/BAS/PAYG

4.17 Xpress Super will prepare and lodge IAS and/or BAS in accordance with the SMSF's PAYG obligations.

Member Contribution Surcharge Reporting

4.18 Xpress Super will prepare and lodge with the ATO the necessary member contribution surcharge reports for the SMSF as well as reviewing surcharge liabilities applicable to the SMSF's members.

290-170 Notices

4.19 Xpress Super will prepare a notice for the SMSF in the approved form as required by section 290-170 of the Income Tax Assessment Act 1997 for member contributions and confirm all contributions received by the SMSF for members.

Actuarial Certificates

4.20 Xpress Super will engage a third party service provider to prepare actuarial certificates as and when required.

Annual Reporting

4.21 At the end of each financial year, Xpress Super will prepare the following reports for the SMSF:

- Operating Statement (Profit and Loss)

- Statement of Financial Position (Balance Sheet)
- Notes to Accounts
- Member Statements
- Annual Taxation and Regulatory Return
- Minutes of Meetings/Resolutions of Trustees

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

4.23 The reports prepared under section 4.21 will be sent to the Client for signing and return. The timing of this is at the discretion of Xpress Super, though it will be within the prescribed ATO lodgement deadlines.

Audit

4.24 Xpress Super will engage an independent third-party auditor to undertake the annual audit of the SMSF. The auditor may change from time to time without notice.

4.25 If the annual audit identifies any breach by the SMSF of any superannuation or tax laws or there is an audit qualification, the following additional fees may apply:

- fees based on the time involved for Xpress Super to assist to manage or rectify any breach by the SMSF;
- fees in accordance with section 7, for the auditor to prepare an audit management letter; or in the case of a breach of the *Superannuation Industry (Supervision) Act 1993* or any associated regulations, an audit contravention and management letter; and
- fees based on any additional work required to be performed by the auditor.

5. ADDITIONAL SERVICES

5.1 The Client may request the provision by Xpress Super of any of the additional services that Xpress Super can offer, as notified to the Client from time to time, including:

- property administration services (as set out in clauses 5.4 to 5.5);
- annual company maintenance;
- trust deed amendments;
- wind up of the SMSF;
- services in relation to limited recourse borrowing arrangements (including corporate bare trustee establishment, bare trust for related party financial agreement or bare trust for commercial lending agreement);
- taxation; and
- advice on death or divorce.

(Additional Services).



5.2 Additional fees, as set out in section 7, apply to the provision of any Additional Services.

5.3 The provision of any Additional Services will be governed by the terms of the Agreement.

Property

5.4 Where the SMSF invests in property, Xpress Super will provide the following property administration services; processing transactions relating to the property within the Platform and in the SMSF's tax return, providing a document property checklist or such other property administration services as agreed between the Client and Xpress Super.

5.5 Where the SMSF invests in property, the Client agrees to:

- provide all material requested by Xpress Super on its Annual Property Checklist in full and in a timely manner;
- ensure that all property related expenses will be paid for from the SMSF Bank Account with any associated invoices mailed to Xpress Super within 5 Business Days of the transaction. Failure to do so will result in online reporting showing an 'unmatched transaction'; and
- arrange for an annual property valuation to be undertaken by an independent, suitably qualified valuer in relation to each property owned by the SMSF, with a copy of the annual valuation to be provided to Xpress Super within 14 Business Days after the valuation has been completed.

Strategic Advice

5.6 The Client can engage the services of SuperGuardian to provide strategic advice in relation to:

- SMSF structuring;
- Member contribution strategies;
- Pension strategies; and
- Adhoc strategies,

(Strategic Advice Services).

5.7 The provision of any Strategic Advice Services and the fees payable for the provision of these services will be governed by SuperGuardian's terms and conditions.

6. USE OF INTEGRATED PRODUCTS

6.1 In providing the Platform and the Services, Xpress Super uses embedded product providers, with which Xpress Super has negotiated service agreements, to enable Xpress Super to provide seamless data feeds and automated processing which is required to maintain the low cost offering (**Embedded Offering**).

6.2 The products included in the Embedded Offering include:

- precious metal traded through Bullion Ambassador;
- term deposits inside the Australian Money Market;
- peer-to-peer loans available through Rate Setter,

or such other products as otherwise notified to you by Xpress Super from time to time.

6.3 The products included in the Embedded Offering are not mandatory, but utilising products outside of the embedded offering may impact on ease and efficiency of data automation.

6.4 Additional fees, as set out in section 7, will apply if the Client acquires or invests in any product that is not offered through the Embedded Offering, including:

- precious metal;
- term deposits outside of the Australian Money Market;
- unlisted managed funds;
- peer-to-peer loans; and
- additional bank accounts (excludes the SMSF Bank Account).

6.5 If the Client acquires or invests in any product that is not offered through the Embedded Offering, the accuracy of the information provided through the Platform at any point in time may be impacted depending on the regularity of the data feeds provided by these product providers.

7. FEES PAYABLE TO XPRESS SUPER

7.1 As consideration for the provision of the Services, the Client will pay the following fees to Xpress Super:

- for the provision of the establishment services (set out in section 3), the applicable SMSF establishment fee as set out in the Fee Schedule (**SMSF Establishment Fee**); and
- for the provision of the annual services set out in section 4), the applicable annual fixed fee per financial year as set out in the Fee Quote (**Annual Fixed Fee**).

7.2 If the Client requests any Additional Services to be provided by Xpress Super, the Client will pay the relevant fee for the provision of that Additional Service, as set out in the Fee Schedule or any Fee Quote (as applicable).

7.3 Xpress Super will charge a \$499 cancellation fee (**Cancellation Fee**) if:

- the SMSF establishment or transfer paperwork is not returned to Xpress Super within 3 months of the date the Client Engagement Form was submitted by the Client to Xpress Super;
- the Client submits a Client Engagement Form with an election to establish a SMSF, Xpress Super proceeds to establish the SMSF but is later notified by the ATO that the Client is unable to have a SMSF and the SMSF must be closed;
- the Client terminates, or is deemed to have terminated in accordance with clause 17.2, the provision of Services by Xpress Super within 12 months from the date the Client Engagement Form was submitted; or



- the Client submits a Client Engagement Form to Xpress Super but changes their mind and does not proceed to engage Xpress Super to provide the Services.

7.4 Xpress Super will provide the Client with notice that a Cancellation Fee applies prior to direct debiting the Cancellation Fee from the SMSF Bank Account.

8. DEDUCTION OF FEES

- 8.1 The Client must ensure that at all times Xpress Super has a valid Direct Debit Authority Service Agreement under which Xpress Super may debit amounts that it is entitled to receive under this Agreement.
- 8.2 The SMSF Establishment Fee is payable by the Client within 28 days from the date of lodging the Client Engagement Form.
- 8.3 The Annual Fixed Fee is payable by the Client and will be direct debited from the SMSF Bank Account at the times specified in the relevant Fee Quote or if no times are specified, on an annual basis in advance in July.
- 8.4 If an Annual Account Fee is payable in accordance with clauses 3.4 or 3.7, the Annual Account Fee will be direct debited from the SMSF Bank Account at the same time the Annual Fixed Fee is direct debited.
- 8.5 Additional fees for the provision of Additional Services are payable by the Client in accordance with the Fee Schedule or Fee Quote (as applicable).
- 8.6 If an amount payable by the Client remains unpaid for 30 days after the date it is issued, Xpress Super may charge the Client interest from that date to the date Xpress Super receives payment. Xpress Super may charge the Client interest at the rate equal to the Cash Rate Target (being the percentage (or maximum percentage) specified by the Reserve Bank of Australia as the Cash Rate Target) as at the date of the invoice plus 2%.

9. XPRESS SUPER'S OBLIGATIONS

- 9.1 The Client acknowledges and agrees that Xpress Super will have no obligations under this Agreement until such time as the Client has;
- completed and returned the Client Engagement Form and all fund establishment or transfer documentation requested by Xpress Super;
 - paid any outstanding fees, including any establishment or termination fees, in full; and
 - signed the Direct Debit Authority Service Agreement and returned this to Xpress Super.
- 9.2 Xpress Super undertakes that in providing the Services, it will exercise reasonable care and skill.
- 9.3 Xpress will be deemed to have notified all trustees of the SMSF if Xpress Super notifies the primary contact elected on

the Client Engagement Form. Notification may be made by Xpress Super by email, through the Platform or by phone.

10. THE CLIENT'S OBLIGATIONS

10.1 The Client acknowledges and agrees that:

- it will provide all material, information and assistance requested by Xpress Super as necessary to provide the Services in full and in a timely manner;
- it will provide Xpress Super with all required authorities as necessary to allow Xpress Super to provide the Services, including data feed and access authorities;
- it will provide Xpress Super with all valid instructions reasonably necessary to enable Xpress Super to provide the Services;
- it will promptly inform Xpress Super of any material change to the SMSF, SMSF members or the Client;
- it will regularly monitor all information provided through the Platform (including transactions, values, contributions, payments and deductions) and immediately notify Xpress Super if it identifies any error or discrepancy;
- it will ensure that all information relating to the SMSF, SMSF members or the Client provided to Xpress Super (including in the Client Engagement Form) is true, accurate, complete and not misleading; and
- Xpress Super will rely on the information or material provided by the Client and is not obliged to verify such information to confirm its accuracy or completeness.

10.2 Where clients cannot provide the information required by Xpress Super to satisfy compliance requirements, Xpress Super will instigate a fee for service model whereby clients are charged time costs at a rate of \$165 per hour until such time as the matter has been rectified to the satisfaction of Xpress Super.

10.3 The Client acknowledges that:

- it is solely responsible for managing the SMSF's assets in accordance with the SMSF's investment strategy and ensuring that the SMSF's funds are invested appropriately;
- it is solely responsible for complying with the SMSF's trust deed and applicable laws;
- Xpress Super does not provide any personal financial product advice, investment advice or legal advice and therefore does not take any responsibility for the investment strategy or decisions of the SMSF; and
- the Client (not Xpress Super) is solely responsible for the operation, management and compliance of the SMSF.



10.4 The Client undertakes to:

- ensure that Xpress Super is the sole administrator of the investments of the SMSF;
- assist Xpress Super by, within a reasonable time and without delay, providing Xpress Super with any documents or information that Xpress Super may reasonably request from the Client that is necessary for the provision of the Services;
- immediately notify Xpress Super if it receives a determination that the SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF; and
- notify Xpress Super as soon as practicable where any information previously supplied to Xpress Super has changed or is incorrect.

11. OWNERSHIP

11.1 The title to any documents prepared for the Client does not pass to the Client until payment in full has been made.

Xpress Super retains ownership of all working papers and draft documents relating to the Client and/or SMSF.

11.2 Until payment is received, Xpress Super is not obligated to supply documents and information to the Client but the Client is treated as having received those documents and services.

12. GOODS AND SERVICES TAX

12.1 Xpress Super's billing process will generally involve increasing amounts for both professional fees and disbursements by the prevailing GST rate (currently 10%) to take into account the GST liability we pay as a result of the supply of our services.

13. PLATFORM

13.1 The Client acknowledges that:

- the Platform may be inaccessible due to planned or unforeseen outages, including outages caused by routine maintenance, upgrades or system failure; and
- there may be a time delay between an action occurring and the information reflecting through the Platform and that the Client should not rely solely on the information available through the Platform prior to that information having been completed and audited for the relevant financial year.

14. XPRESS SUPER LIABILITY

14.1 Xpress Super takes no responsibility and is not liable for:

- the services and/or information provided by any of its service/product providers (including service/product providers available through the Embedded Offering), any underlying platform or any other third party;
- any failure by any of its service/product providers, any underlying platform or any other third party;
- the turnaround time of any of its service/product providers; or

- the turnaround time on rollovers coming from other institutions;
- the accuracy of the reports provided as part of the Services as they rely on the accuracy and completeness of the information provided to Xpress Super by third parties and the Client.

14.2 To the maximum extent permitted by law, Xpress Super gives no condition, warranty or undertaking or makes any representation to the Client about any activities, administration, accounting and advice, its quality, fitness or suitability other than as set out in this Agreement. Any liability Xpress Super may have to the Client that cannot be excluded but that can be limited, is (at Xpress Super's option) limited to:

- providing equivalent services provided under the Agreement with the Client; or
- paying to the Client the cost of replacing the Services provided under this Agreement with the Client or acquiring equivalent replacement goods or services.

14.3 To the maximum extent permitted by law:

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

15. ALTERATIONS AND VARIATIONS

15.1 Xpress Super may vary the terms of the Agreement at any time by providing at least:

- in the case of changes to fees payable under this Agreement, 30 days notice of the change to the Client and
- in any other case, 5 Business Days' notice of the change to the Client.

15.2 If the Client does not agree to the variation, the Client may terminate the Agreement with Xpress Super in accordance with clause 17.

16. FORCE MAJEURE

16.1 Xpress Super will not be liable for its inability to perform its obligations under this Agreement in the event that Xpress Super is prevented from carrying out its obligations under the Agreement as a result of any cause beyond its control such as but not limited to acts of God, war, strike, lock out, flood



and failure of third parties. If such a force majeure event lasts for more than 30 days either party may terminate this Agreement by giving the other 30 days written notice.

17. TERMINATION

17.1 The Agreement may be terminated without cause by either party providing 1 month's written notice to the other party.

17.2 The Client will be deemed to have terminated the Agreement if:

- the Client has not returned signed copies of fund establishment documents to Xpress Super within 3 months of receiving them; or
- the Client has not responded to any request for documents or further information by Xpress Super within 3 months of receiving the request.

17.3 The Agreement may be terminated immediately by written notice to the other party if the other party breaches the Agreement and, in the case of a breach which is capable of being remedied, does not remedy that breach within 5 Business Days of being required in writing to do so.

17.4 Xpress Super may suspend the supply of the Services immediately if:

- the Client fails to pay any amount that is payable under the Agreement; or
- there is a reasonable likelihood that the Client is insolvent.

18. CONSEQUENCES OF TERMINATION

18.1 If the Agreement is terminated then:

- the Client will be responsible for arranging the annual return, regulatory reporting and audits for the current financial year and any other work that would have previously been completed by Xpress Super and the cost of each of these activities; and
- subject to any outstanding fees being paid in full, including any Cancellation Fee, Xpress Super will provide a copy of all documents held by Xpress Super for the SMSF to the Client or to a third party at the direction of the Client.

18.2 Termination of the Agreement for any reason will be without prejudice to the rights of either party arising prior to termination.

18.3 Cancellation fees may apply in accordance with clause 7.3.

18.4 Clauses 7.3, 8, 14 and this clause 18 survives termination of the Agreement.

19. PRIVACY

19.1 Xpress Super's Privacy Policy sets out detailed information about how, why and when personal information and credit related personal information (credit information) is collected, disclosed, used, stored and otherwise handled by Xpress Super. Xpress Super's Privacy Policy is available at http://www.xpresssuper.com.au/download/fact_sheets/PrivacyPolicy.pdf or the Client may request a copy of the Privacy Policy in hard copy by calling 1300 216 890.

19.2 Xpress Super's Privacy Policy, sets out:

- the purposes for which Xpress Super collects personal or credit information;
- the consequences if personal or credit information is not provided to Xpress Super;
- the third parties to which Xpress Super disclose personal or credit information;
- how an individual can access and seek correction of their personal or credit information;
- how to complain about a breach of Xpress Super's obligations in respect of personal or credit information and how Xpress Super will deal with such a complaint;
- whether personal or credit information is likely to be disclosed by Xpress Super to overseas entities and in which countries these entities reside; and
- matters associated with credit reporting that must be notified to you in accordance with the Privacy Act 1988.