



# SMSFSAVER

 ONLINE SERVICE

## PART 1

# Terms and Conditions

The Financial Services Guide (FSG) is a document that is designed to answer questions you may have prior to us providing you with any SMSF administration services, as defined by the FSG. It contains important information to help you decide whether or not to use our services, including information about:

- The types of financial products to which the SMSF administration services relate.
- How we are paid for our SMSF administration services.
- Details of any potential conflicts of interest.
- Details of our dispute resolution process and how you can access them to resolve any complaints.

For your ease, the FSG is comprised of the following parts:

- **Part 1:** Terms and Conditions
- **Part 2:** Offer Criteria
- **Part 3:** Fee Schedule
- **Part 4:** Description of Services.

These parts can be found on our website: [multiport.com.au](http://multiport.com.au)

Prepared 1 July 2015

## PART 1

# Terms and Conditions

## 1. Part 1: Terms and Conditions

Part 1 of the FSG contains the Terms and Conditions for the SMSF administration and financial services we may provide to you. When we accept your online application to obtain our services, these Terms and Conditions, along with the rest of the FSG, form the agreement between You<sup>1</sup> and Us<sup>2</sup>.

## 2. Our services and obligations

We offer an SMSF administration service which includes tax return lodgement, compliance monitoring and audit facilitation to make it easier to manage your SMSF. Our SMSF administration offer extends to both new SMSFs and to existing SMSFs transferring to us. On your instruction, we will also provide relevant additional services to you. For detail on the SMSF administration service that suits you, please read the [Description of Services](#) - Part 4 of the FSG available on our website.

In providing this administration service, we may provide you with financial services, including dealing in financial products. This means we can arrange and administer the application, acquisition, amendment and cancellation of financial products. We may refer you to other providers of financial products and services or arrange for them to issue products and services to your SMSF. The kinds of financial products arranged depends on which service offer you have, but may include deposit and payment products, life insurance products, superannuation products and managed investment schemes. If this occurs, you will receive the relevant documents for the financial products that these providers issue.

We will provide you with access to our online interface, the Console, to allow you to access your SMSF information. The Console is also where we deliver SMSF administration tasks or requests to you, so you can respond and action these tasks or requests. For detail on the terms of use for the Console, please read the [Online Access Terms & Conditions](#) available on our website or on the Console.

We do not provide any investment or personal advice. Any information provided by us is either factual information or general advice that does not take into consideration your personal situation or needs. You need to decide what is right for you and your SMSF after considering the relevant goals and circumstances.

## 3. Your obligations

### 3.1 Your acknowledgements

You acknowledge that:

- You are solely responsible for the operation, management and compliance of your SMSF and that we support you by providing the services and additional services outlined in the [Description of Services](#).
- You should obtain professional advice regarding your specific obligations for the management and compliance of your SMSF.
- We are not responsible for the delivery or performance of any of the products or services that you may use or engage or that are arranged by us on your behalf.

1. In these documents, "You" means the persons identified in the online application as Members/Trustees of the SMSF, in their capacity as Trustees or directors of the Trustee and in their personal capacity, jointly and severally. "Your" has a corresponding meaning.

2. In these documents, "Us", "We" or "Multiport" means Multiport Pty Ltd (ABN 76 097 695 988, AFSL 291 195). The AMP Group owns 100% of Multiport Pty Ltd. "Our" has a corresponding meaning. AMP Group entities offer financial products and banking services, including products and services that we may arrange for you or refer you to, as part of our services to you.

## PART 1

# Terms and Conditions - continued

## 3. Your obligations - continued

### 3.2 Your undertakings

You undertake to ensure that:

- You respond to any tasks or requests we send you in relation to your SMSF, online and in a timely manner.
- You will manage your SMSF in accordance with your Trust Deed and the applicable laws.
- You will maintain sufficient funds in your SMSF's linked cash account to allow us to deduct any fees owed.
- Your SMSF's investments will be in line with the [Offer Criteria](#), and that additional fees will apply if your SMSF's investments fall outside the [Offer Criteria](#).
- You will immediately notify us in writing if you receive a determination that your SMSF is non-complying, or for any reason ceases to exist, or of any other matter that may affect the administration of your SMSF.

### 3.3 Third Party Authorities

You agree to authorise us to contact the third party providers who hold your SMSF investments to:

- Enable an electronic data file to be received each business day. The data file will include personal information about you and your account and will be used for the purpose of administering your SMSF.
- Request information regarding your SMSF investments for the purposes of administering your SMSF.

### 3.4 Communication and your instructions

You agree to receive all communications from us via the Console or via email. You will be able to provide instructions online via the Console or via email. 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. We may provide documents to you electronically through a third party. If we do, you agree to receive, sign and return (if applicable), those documents using the same methods.

## 4. Fees and charges

We will deduct our fees from your SMSF's linked 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](#) which is available on our website. Our fees can change from time to time, generally with 30 days' prior notice.

Fees will generally be deducted on a monthly basis from the linked cash account of your SMSF, usually around the 15th day of each month. You will need to ensure your cash account holds sufficient funds to cover any fees. If your linked cash 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. 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.

Where government charges and taxes apply, these are passed onto you as part of the total fees and charges made. The fees payable under this agreement are in Australian dollars and are inclusive of the GST payable in relation to those fees. 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.

## PART 1

# Terms and Conditions - continued

## 5. Amendments and termination

- 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.
- Either party may terminate this agreement by giving the other party 30 days' written notice.
- 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.
- Following 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 our 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.
- 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.
- We will prepare and promptly deliver stored data, files and related material regarding your SMSF's administration to you.
- We can transfer our rights and obligations under this agreement to another subsidiary of AMP Limited by notice to you.
- These Terms and Conditions are governed by and must be construed according to the law applying in NSW.

## 6. Indemnities, liabilities and Force Majeure

Our total liability for the services we provide to you is limited to the fees we charged you within the last 12 months.

We maintain Professional Indemnity insurance in accordance with our obligations under the Corporations Act 2001 (Cth).

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.

Multiport 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 negligence of us.

## 7. Privacy

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](#), which is available on our website.

## 8. Feedback and complaints

We are committed to providing a quality service to our clients. We have procedures in place and if 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.

You may also 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	<a href="http://fos.org.au">fos.org.au</a>
Postal address	Financial Ombudsman Service Limited GPO Box 3, Melbourne Victoria 3001

### What you need to know

© 2015 Multiport Pty Ltd. All rights reserved. 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. Before making a decision about Multiport SMSF Saver, you should consider the [Multiport SMSF Saver Financial Services Guide](#). Multiport SMSF Saver is offered by Multiport Pty Ltd (ABN 76 097 695 988, AFSL 291195).