

Contents

Introduction to Total SMSF	1
What is the Total SMSF Service?	1
Fund establishment services.....	2
Total SMSF Service	3
Other services.....	5
Fees and other costs.....	7
Other important information	8
Glossary.....	11

This Total SMSF Service Guide dated 4 April 2016 is to be read in conjunction with the Direct Investing Service Guide.

Total SMSF is promoted by Yellow Brick Road Financial Planners Pty Limited ABN 42 124 553 206 CAR 001240326 ('YBR'). YBR is a corporate authorised representative of Yellow Brick Road Wealth Management Pty Limited ABN 93 128 650 037 AFSL 323825..

SMSF Managers Pty Limited ACN 154 138 799 and SMA Tax & SMSF Services Pty Limited ACN 097 813 137 provides the services described in this Guide.

You should consider the information in this document and in the Directing Investing Service Guide before making a decision about this service.

We may update information that is not materially adverse to you online at www.brightday.com.au or via the secure online portal 'brightday transact'.

For more information

Phone: 1800 458 656

Write: PO Box R1926, Royal Exchange, NSW 1225

Visit: www.brightday.com.au

1. Introduction to Total SMSF

Who is brightday?

Brightday's mission is to help individuals take control of their financial future. Research your investment options, make your investments and manage your portfolio, all online. We provide you with guidance along the way.

Our members have access to hundreds of investment options from a curated investment menu including Term Deposits and cash, Managed Funds, SMA Model Portfolios, ASX Listed Securities and Exchange Traded Funds. All investing decisions are executed online. You do not need to complete a separate hard-copy application form each time you want to invest in a new Managed Fund, SMA Model Portfolio or Term Deposit. The performance and value of your investments are continually tracked and you can log on to access this information any time. There is a full range of reports you can run whenever you like and full tax reporting is provided at financial year end.

Brightday is more than an online portfolio management platform. We have the investment know-how to help you make the most of all investment options available to you. Depending on how much time you want to spend and how much experience you have, we have the right level of information to help you make the right investment choices.

Brightday is brought to you by the team behind YBR.

2. What is the Total SMSF service?

The Total SMSF service ('Service') is a single and comprehensive administration solution that enables you to set up, maintain and transact in your own self-managed superannuation fund ('SMSF' or 'Fund'). We provide a range of services to help you operate your Fund and fulfil all the responsibilities and obligations that are part and parcel of being an investor and trustee of your Fund. You can take control of your retirement planning while we help you manage the complex administrative and compliance burden inherent in an SMSF.

Services that Total SMSF provides

The aim of the Service is to make it as easy and cost effective as possible for you to manage your retirement savings so that you have full control of your Fund. We do this by providing a comprehensive SMSF and investment administration service that integrates a market leading transaction, administration and reporting system. These services are as follows:

1. **Fund establishment services:** These include the provision of a trust deed and a notice of election to become a regulated Fund, and registration for an Australian Business Number (ABN), Tax File Number (TFN) and Goods and Services Tax (GST).
2. **Total SMSF service:** This includes the following services:
 - (i) Compliance administration including provision of annual financial and member statements, independent audit facilitation, tax returns and all other necessary reporting to the Australian Taxation Office (ATO) and Australian Securities Investment Commission (ASIC),
 - (ii) Investment property services including accounting for all your rental income and expenses from your Cash Hub account, and consolidated online reporting on your property, and
 - (iii) Loan services including recording transactions and consolidated online reporting on your loans.
3. **Other services:** There are other optional services including a document service.

- consider if an SMSF is appropriate for your circumstances, and
- read this Total SMSF Service Guide. When using the Total SMSF establishment service you must also use the Service for a minimum of 12 months.

Establishing a new SMSF

We provide the necessary documents required for the establishment of your Fund. The documentation includes:

- Establishment Minutes,
- ABN and TFN Registration,
- Member Application Minutes,
- Trustee Consent and Declarations,
- Trust Deed,
- Death Benefit Nomination Form (if applicable),
- Investment and Insurance Strategy,
- Company Register (if applicable), and
- ASIC Minutes of Appointment (if applicable).

The trust deed

Your Fund is governed by the trust deed. For new SMSFs, your trust deed is sourced from our preferred legal supplier.

Once the trust deed is signed by the trustees and stamp duty (if applicable) has been paid, the trustee is bound to the deed and the rules therein.

ABN and TFN registration

We will lodge the necessary forms with the ATO to have your Fund registered for an ABN and TFN. The ABN and TFN are recorded on your investments.

Company register

If you wish to establish a corporate trustee as trustee of your SMSF, we will lodge the necessary paperwork with ASIC and provide a company register to you. The documents prepared include the company constitution, director(s) consents, shareholder register and other minutes pertaining to the establishment of the company.

Minutes and declarations

We will provide minutes to confirm the establishment of your SMSF, and document the member(s) and trustee declarations. These minutes form part of the compliance and reporting requirements of trustees, and must be kept for a minimum of 10 years as outlined by the ATO guidelines.

Investment strategy

As part of the establishment of your SMSF, an investment strategy will be created based on the objectives your SMSF seeks to achieve. Before your documents are finalised, your investment strategy will be reviewed to ensure it complies with the SIS Act. The investment strategy needs to ensure you have taken into consideration whether:

- your investments meet your level of investment risk,
- your nominated asset allocation is an appropriate investment strategy for your SMSF,
- your SMSF will have the ability to pay out benefits to members in retirement,

3. Fund establishment services

Our Fund establishment services are for those who are looking to establish a new SMSF and utilise the Service to set up, maintain and manage an SMSF.

Who can establish an SMSF?

If you are applying to be an individual trustee, you must be:

- an Australian resident
- 18 years or older, and:
 - not be under a legal disability,
 - not have been convicted of an offence, including offences involving dishonesty,
 - not have been subject to a civil penalty order under the SIS Act,
 - not be insolvent or under administration, for example, an undischarged bankrupt, or
 - not have been disqualified by a regulator.

If you are applying to establish a company to act as a corporate trustee for your SMSF, the company must:

- not know or suspect that a responsible officer of the company is a disqualified person,
- not have had a receiver, official manager, administrator or provisional liquidator appointed, or
- not have had action taken to wind up the company.

What should I do before establishing my SMSF?

Before establishing an SMSF and using the Service, you should consider the following:

- the type of SMSF you wish to establish as a trustee (either as an individual trustee or a corporate trustee) (refer to the Website for further information),
- understand your responsibilities as an SMSF trustee (refer to the Website for further information),

- your SMSF will have adequate liquidity to meet the costs incurred by the SMSF (for example, administration, compliance, audit and accounting).

What happens once I have completed the SMSF establishment process?

Once you have completed the establishment process, you will need to print and sign the Direct Investing Application Form and the Retail Superannuation Rollover Form (if appropriate). Your SMSF Trust Deed and associated documents will be sent via mail with instructions and all the required signatures marked with 'please sign here' (refer to the 'Individual trustee and Corporate trustee' section for details of the documents included).

Please follow the instructions contained within your SMSF documents for signing and returning the documents.

Individual trustee

As an individual trustee you will receive the following documents for establishing your SMSF:

- document summary and procedure information, which explain your SMSF documents,
- instructions and checklist for executing your SMSF documents,
- two copies of the Trust Deed - Deed of Establishment,
- trustee minutes,
- register of members,
- register of trustees,
- ATO correspondence,
- investment and insurance strategy,
- the Product Disclosure Statement for other members of the SMSF.

Corporate trustee

If your SMSF has a corporate trustee structure, you will receive the documents specified above. In addition you will receive the following documents to set up your company:

- procedures to incorporate your new company,
- minutes of directors,
- register of directors and secretaries,
- register of members,
- share allotment journal,
- company constitution.

If you wish to borrow money, within your SMSF, you can apply for SMSF borrowing in addition to SMSF establishment. You will receive the following documents relating to your SMSF borrowing:

- procedures to incorporate your bare trust company,
- minutes of directors and bare trust,
- bare trust deed,
- register of directors and secretaries,
- company constitution.

Please follow the instructions contained within your SMSF documents for signing and returning the documents.

What happens once I have completed signing my SMSF establishment documents?

Once we have received all of the following signed documents, we will finalise your SMSF and notify you once this has been completed:

- SMSF signed documents,
 - Deed of Establishment
 - ATO Trustee Declaration for each member
 - Product Disclosure Statement for each member
 - Resolution of trustee
 - Trustee and commencement Minutes
 - Investment Strategy
 - Death Benefit Nomination
- SMSF company documents (if applicable),
 - Constitution
 - Consents to Act as a Director, Secretary
- SMSF borrowing documents (if applicable),
 - Copy of executed Bare Trust Deed
 - Loan Agreement
 - Copy of contract of purchase
 - Copy of settlement statement
- Direct Investing Application Form,
- Total SMSF Application Form,
- Retail Superannuation Rollover Form, and
- Identification verification.

Once we have received and checked all of the above signed documents are in order we will apply for your SMSF ABN with the ATO. We will send you the ABN application form for you to sign and return. Once we have received your signed ABN application then we will Activate your account and commence your Retail Super Rollover.

If you require any assistance in completing these documents please call the Brightday customer service centre. Contact details are specified in the '*For more information*' section of this document.

What happens if my SMSF establishment is declined?

We will notify you if we are unable to register your SMSF establishment due to the ATO or ASIC declining to establish your Fund. We will not proceed or charge you for the Service. However, you will not be eligible for a refund of the document establishment charges already paid. Please ensure you have read and understood the '*Who can establish an SMSF?*' section on page 2 of this Total SMSF Service Guide before commencing the establishment of your SMSF.

4. Total SMSF service

The Total SMSF service ('Service') provides you with a comprehensive SMSF service. It suits those who do not have an existing SMSF accountant or administrator, or are looking to simplify their SMSF needs to a single SMSF solution. Total SMSF provides you with a complete SMSF service that includes:

- investment transacting and administration through Direct Investing,
- daily reporting,

- property and loan administration,
- ongoing administration and record keeping of your SMSF,
- ongoing monitoring of your SMSF,
- trustee obligations and preparation of minutes,
- statutory paperwork including tax, financial and audit,
- other services that you may require to support your SMSF.

To access Total SMSF, it is a requirement that all assets and liabilities be administered through the Service.

The Service includes services offered in the Fund establishment services and optional services, with extra benefits. These benefits include:

Direct Investing service

The Direct Investing service seamlessly integrates with the Total SMSF service, giving you greater control and visibility of your investments. The Direct Investing service allows you to:

- transact using the comprehensive selection of investments through the Online Order Pad,
- monitor your asset allocations, and thereby comply with your Fund's investment strategy,
- monitor daily movements in your investments, including income allocation,
- use tools to research your investment choices,
- view your Total SMSF balance daily,
- use your Cash Hub for:
 - depositing your contributions and property rentals and
 - withdrawing your pensions, property loan repayments, property expenses, insurance or any other expenses relating to your SMSF.

Refer to the *Direct Investing Service Guide* for further details.

Daily Reporting

We will provide to you daily reporting on 'brightday transact' for your Fund's:

- investments,
- income,
- expenses,
- performance,
- SMSF balance,
- contribution and pension details at the member level.

We will also assist in maintaining your Fund's records, including:

- the monitoring of your Fund's investment and insurance strategy,
- recording insurance values,
- recording minutes,
- recording death benefit nominations made by trustees,
- all other statutory superannuation information.

Administering your investment property

Total SMSF allows for investment property to be included as part of the Service. We keep the bank account reconciled with transactions associated with the property, including the classification of all income and expense items in relation to the property. Reporting on the property is available to you in 'brightday transact' along with all your investments within your SMSF.

When notifying us of a property within your Fund, whether it is an existing property or a new purchase, you are required to complete a Property Documentation Checklist Form, providing us with the relevant details of your property purchase and settlement.

When you appoint a property manager please arrange for your property manager to provide us with copies of your monthly rental and expense statements and arrange for rental payments to be deposited into your Cash Hub account. Refer to 'brightday transact' for further details.

Additionally, you will need to complete a Property Authority Form that grants permission to us to contact your appointed property manager to access all the reports and documentation to ensure that we accurately record transactions in relation to your property. These forms are available in the FAQ/Forms section of 'brightday transact'.

It is important you ensure we are provided with all the information relating to your property. Additional charges may apply if we need to contact you to source additional documentation or follow up on any requested documents.

Administering your investment property loan

Total SMSF administers loans associated with your investment property. We record all the transactions relating to the loan. Reporting on your loan is available to you in 'brightday transact' along with all your other investments within your SMSF.

When notifying us of a loan within your Fund, whether it is existing or new, you are required to complete and send to us, a Loan Documentation Checklist Form.

When you arrange for an investment property loan with your bank, please arrange for your bank to provide us with copies of your monthly loan statements. If your bank is unable to send these directly to us, you will need to upload a copy of your loan statement on a monthly basis to 'brightday transact' in the Super area of the Website.

You will need to transfer funds from your Cash Hub to your loan account on a monthly basis. This can be completed in 'brightday transact'. Further details can be accessed in 'brightday transact'.

It is important that you ensure we are provided with all necessary information in relation to your loan. Additional charges may apply if we need to contact you to source additional documentation or follow up on any requested documents.

Administering approved existing investments

We administer directly held investments which have been pre-approved by us and which are not able to be held within the Direct Investing service or are not able to be sold due to a future maturity timeframe. When administering pre-approved directly held investments, we will provide you with a mailbox service to allow us to administer the investments, change the banking details for any income payments to your Cash Hub and contact the investment provider if we require any further information to administer your investments.

Currently, the only approved investments offered for this service are for those products offered by:

- FIIG Securities Limited ABN 68 085 661 632 AFSL No. 224659 (FIIG Investments)

This service is limited to pre-existing FIIG Investments (or such other investments we may approve) held by you at the time of submitting your Total SMSF application. For efficient administration of your account, we require you to execute a Limited Power of Attorney in favour of OneVue. This authorises OneVue to contact relevant parties on your behalf in order to:

- have our address designated as the mailing address for your investments and related correspondence,
- request other information as needed, and
- make certain elections on your behalf.

The Limited Power of Attorney is outlined in the Direct Investing Services Guide and contained in the Direct Investing Application form. In circumstances where the Limited Power of Attorney is not accepted by third parties, you will be required to make the necessary changes or provide us with the information directly. To enable us to maintain accurate records, you will be required to provide us with a copy of the latest statement, original transaction and cost base details for each investment that you designate to us. The registered address for all your investment correspondence will be recorded as:

C/-Brightday
PO Box R1926
Royal Exchange NSW 1225

How do I transfer my existing SMSF to Total SMSF?

Complete and sign all the Brightday forms made available on the online application and provide all the details requested in the checklist.

When transferring your SMSF to the Service we will arrange for your SMSF to be transferred from your existing accountant or SMSF administrator. Once we receive your completed forms and documents on the checklist we will:

- prepare and send an 'Ethical Letter' to your existing accountant or SMSF administrator to assist us in the process of transferring your SMSF records and documents,
- convert your trust deed to the Total SMSF standard trust deed – refer to the '*Fees and other costs*' section on page 7 of this Guide for the fees associated with this conversion,
- review your other SMSF documents and if any changes are required we will advise you, and
- review your SMSF to ensure it is compliant and if any changes are required, we will advise you.

During this process the Brightday client service team may contact you if we require any further information in relation to your SMSF.

What happens when my existing Fund is transferred?

We will take responsibility for your SMSF from your last Tax Return lodgement date. We will establish all the records from the date of your last tax return including opening balances of all your investments and the current tax position. We will process all transactions that have occurred since the last Tax Return lodgement date. Please refer to the '*Fees and other costs*' section on page 7 of this Guide '*Rollover investment transfer fee*' for the costs associated with establishing your existing SMSF.

SMSF tax return, financial and audit service

We will provide the following services:

- preparing your SMSF year-end financial statements,
- lodging your SMSF regulatory returns,
- preparing, lodging and paying your SMSF tax return,
- preparing, varying and lodging your annual Instalment Activity Statement (IAS) and Business Activity Statement (BAS),
- preparing and calculating member statements,
- payment of your ATO levy,
- keeping and maintaining your SMSF minutes and member records,
- monitoring your member contribution thresholds,
- centralised documentation storage facility,
- preparing accounts and materials for audit,
- facilitating your annual audit service,
- facilitating annual renewal of a corporate trustee including:
 - minutes
 - renewal documentation
 - annual review
 - ASIC lodgements
 - payment of your annual ASIC registration fee
- corresponding with the Australian Taxation Office (ATO) on various issues,
- taking care of paperwork and calculations in relation to the commencement and maintenance of pensions,
- preparation of and payment for your annual actuarial certificate (if required).

What are your responsibilities when using the Service?

Once we have completed your tax return, financial return and minutes, we will send you copies which must be signed by each member and returned to us within seven business days.

It is **important** that you return these prepared documents promptly as your SMSF has regulatory deadlines that must be met. If these deadlines are not adhered to, you may be fined or penalised by regulatory bodies.

If we have not received your signed copies within seven business days, we will follow you up on these documents and additional fees may be charged. Please refer to the '*Fees and other costs*' section of this Guide.

What you need to do to move to pension phase

If you wish to transition from accumulation to pension phase, you may contact the Brightday client service team and they will arrange for a Total SMSF specialist to assist you. Please note that this service is subject to a separate fee. We will provide you with an estimated fee for this service, based on our initial discussion with you. We will not proceed with the service until you have accepted the fees for the requested service.

5. Other services

We can assist you with other technical services related to your SMSF. These incur a separate fee, based on the services you request. If you require advice for your SMSF, we can provide you

with a referral to an adviser or accountant, if you wish.

Document service

We offer the below services with regards to changes in your trustee structure or your deed:

- subsequent trust deed amendments,
- add/remove SMSF member(s),
- change of SMSF trustee,
- SMSF lost deed replacement,
- update to SMSF – deed variation (initial).

Other forms

We can arrange to update and record your death benefit nominations and investment and insurance strategy.

How to terminate your Total SMSF service

Certain options are available when terminating your Total SMSF service, detailed below:

- you can terminate the Service and retain your Direct Investing service and account, which will become a Direct Investing Flexible SMSF service, or
- you can terminate both your Total SMSF and Direct Investing services.

To terminate your Total SMSF Service, you must notify us in writing and detail:

- the address to which you would like any final investment correspondence directed,
- the name and contact details of your new accountant or SMSF administrator,
- clear instructions as to who will be responsible for preparing and lodging your current financial and tax lodgements, if you are terminating prior to financial report lodgement, and
- instructions for closing or changing your Direct Investing account (if applicable). See the *Direct Investing Service Guide* for details.

Final fees

Prior to terminating your Service we will debit any outstanding fees from your account. If we are unable to debit your account, we will be unable to complete your account closure until we receive payment of those fees. If we do not receive sufficient funds to cover your outstanding fees, we reserve the right to sell down investments in your Fund to cover any outstanding fees.

6. Fees and other costs

Fees for setting up your Fund

Fee type	Cost	Additional Notes
SMSF establishment fee	\$232	Does not include a corporate trustee, only the provision of a trust deed and ABN registration.
SMSF borrowing	\$1,649	Includes the creation of the bare trust and the trustee company.
Corporate trustee establishment	\$758	Includes ASIC registration fee.
Investment strategy	\$0	Investment strategy template to be completed by the member.
Binding Death Nomination	\$220	Includes creation of a Binding Death Nomination prepared for execution by the member.

Fees for existing funds

Fee type	Cost	Additional Notes
Deed conversion	\$374	All SMSFs on this service must convert to our preferred deed.
SMSF borrowing	\$1,649	Includes the creation of the bare trust and the trustee company.
Change of trustee	\$968	Existing SMSFs wishing to change from an individual trustee to a corporate trustee.

Ongoing fees

Fee type	Cost	Additional Notes
SMSF tax return, financials and audit*	\$990	This is additional to the Direct Investing fees and excludes any ATO or ASIC fees.
Property administration	\$550	Cost per property.
Loan facility administration fee	\$250	Cost per loan.
Processing of Depreciation Schedules (if applicable)	\$250	Depreciation Schedules must be provided by the trustee.
ATO levy	As per ATO guidelines	An annual levy payable to the ATO by each SMSF from your Direct Investing Cash Hub.

Other service fees

Fee Type	Cost	Additional Notes
Audit re-work	\$440	The fee charged when there is re-work required to your Fund's statutory accounts as a result of the audit.
ASIC agent surcharge	\$250	The fee charged if you elect to have a corporate trustee when you appoint us as the ASIC agent for your Fund. This is applicable only to companies acting as corporate trustee and/or bare trust company trustees.
Actuarial Certificate: account based, allocated and term allocation pension	\$300	The fee for preparation of your Fund's Actuarial Certificates when required for account based, allocated and term allocation pension.
Actuarial Certificate: Defined Benefit Pension	\$520	The fee for preparation of your Fund's Actuarial Certificates when required for Defined Benefit Pension.
Rollover service	\$250	The fee for managing rollovers from other funds into your Fund including liaison with other administrators or trustees.
Rollover investment transfer fee	\$55 per month	Establishment fee for establishing all records from the last tax return date. For example, if set up occurred in August then only 2 months would be charged pro rata.
Technical services	\$220 per hour	These services are provided by quote to Total SMSF members.
Follow up fee	\$30	Fee charged for following up outstanding and overdue requests.
FIG Investment Administration	\$250	The fee for administering pre-existing FIG Investments (per investment)

Document service fees

Fee Type	Cost
Subsequent trust deed amendments to our default deed	\$220
Add/Remove SMSF member or change of SMSF trustee	\$374
SMSF lost deed replacement	\$467
Convert your existing deed with trustee / member change	\$467
Convert your existing deed	\$374

Promoter fees

*Of the SMSF tax return, financials and audit fees you pay to us, we pay \$185 to YBR as promoter fees. You authorise SMSF Manager or SMA Tax & SMSF Services Pty Limited to collect the promoter

fees from you on behalf of YBR and to pay the promoter fees to YBR. YBR consents to this arrangement.

7. Other important information

Administrator

The Total SMSF service is offered by SMSF Managers Pty Limited ACN 154 138 799 and SMA Tax and SMSF Services Pty Limited ACN 097 813 137 ('Administrator/We/Our/Us'). We reserve the right to replace any of our service providers, at any time.

The Direct Investing Service is provided by OneVue Services Pty Limited ABN 71 104 037 256 and OneVue RE Services Limited ABN 94 101 103 011, AFSL No. 223271. OneVue RE Services Limited is the Responsible Entity for the OneVue Managed Account (ARSN 112 517 656) and is the operator of the IDPS.

Total SMSF Service Agreement

The terms of use and requirements contained in sections 1-5 of this Total SMSF Service Guide, the Fees and other costs in section 6, and the terms and conditions set out in section 7 - Other important information, together with your signed and completed application form, once submitted, make up the legally binding agreement between you and us ('Service Agreement').

You must read all documents carefully to ensure that the Total SMSF service is appropriate for your SMSF.

By signing, completing and submitting your application, you will be liable for the fees payable to us for using Fund establishment services, the Total SMSF Service and Other services. You will be liable personally in your capacity as a trustee, and as a director of the corporate trustee of your SMSF (including any newly established SMSF).

1. Appointment

You appoint us to provide you with the services in this Service Guide (including Fund establishment services, the Total SMSF service, and Other services) ('SMSF Services'), for the Fees and other costs set out in section 6, on the terms of use and requirements in section 1-5 of this Total SMSF Service Guide, and on the terms and conditions set out in this section 7, and We accept the appointment on such terms and conditions.

2. Direct Investing Service Guide

You must obtain and read the Direct Investing Service Guide before making any decision in relation to the Direct Investing Service. The Direct Investing Service Guide is available through the Website.

Our appointment to provide the SMSF Services is conditional upon you also signing, completing and submitting a Direct Investing Application Form, agreeing to comply with the terms and conditions contained in the Direct Investing Service Guide and entering into a service agreement with OneVue Services Pty Limited and OneVue RE Services Limited to provide the products and services of the Direct Investing Service.

3. Term

We will provide the SMSF Services to you during the term of this Service Agreement which commences on the date you sign and submit the Total SMSF Application Form and continues until terminated by either us or you in accordance with section 9 of this Total SMSF Service Agreement.

4. Advice

We do not provide financial product advice in this Total SMSF Service Guide or otherwise because we do not know your financial circumstances, objectives or needs. If in doubt you should discuss these matters with an adviser or accountant.

5. Variations and Assignments

We may amend this Service Guide and Service Agreement by notifying you in writing of any amendments, at any time. If we consider any amendments to be material, we will provide you with 30 days' prior written notice.

You cannot assign or attempt to assign any of your rights or obligations under this Service Guide or Service Agreement without our prior written consent.

6. Indemnities

You indemnify us:

- Against all claims made against us and all claims, expenses, losses, damages and costs 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 obligations under this Service Guide and Service Agreement or any applicable law or as a result of any misconduct or any unlawful or negligent act or omission, or default, on your part, and
- For any fees, expenses, damages and taxes incurred by us in relation to our carrying out your instructions or otherwise in relation to the SMSF Services.

The indemnities you give us are continuing obligations, separate and independent from your other obligations. Such indemnities survive termination of this Service Agreement. We need not incur expenses or make a payment before enforcing an indemnity.

7. Trustee acknowledgements

You, as trustee of your SMSF, acknowledge and agree that

- We are only responsible for providing the SMSF Services.
- We are not responsible for the management of your SMSF or compliance of your SMSF with taxation, superannuation or other laws.
- We do not provide financial advice or advice on legal or regulatory compliance of your SMSF.
- We only provide you with guidance to help you in the administration of your SMSF and recommend that you obtain professional advice regarding the regulatory and reporting obligations relating to 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.

- You are responsible for the management, investment and insurance strategy and investment decisions of your SMSF and its compliance with taxation, superannuation and other laws.
- You will cooperate with our directions and requests so that we can provide the SMSF Services to you.
- You will assist us (and any other party directed by us), within a reasonable timeframe and without any unnecessary delay, by providing us or any party we may direct, with all documents or information that may be required to provide the SMSF Services to you.
- Your SMSF (and any of its activities) will comply with your SMSF trust deed and all applicable laws including the SIS Act.
- You authorise us to deduct all fees, costs and charges for the SMSF Services from your Cash Hub.
- You will retain sufficient funds in your Cash Hub to pay regular outgoings including fees, costs and charges under this Service Agreement, which are debited on a monthly basis in arrears, and any extraordinary fees payable to external service providers engaged on your behalf, such as audit or actuarial services.
- All pricing includes GST. You will be supplied with a tax invoice for all SMSF Services delivered by us.
- We will review the fees, costs and charges from time to time and provide you with written notification of any material changes to the fees, costs and charges, no less than 30 days before the commencement date of the revised fees, costs and charges. You must pay all fees, costs and charges within 14 days of the date of tax invoice.

8. Trustee undertakings

You, as trustee, undertake to:

- ensure that your SMSF and all investments in your SMSF are administered exclusively through the Direct Investing Service and the SMSF Services, and
- immediately notify us in writing if you receive a determination that your SMSF is non-compliant for any reason, or ceases to exist or of any other matter that may adversely affect the administration of your SMSF.

If we are unable to register your SMSF due to the ATO or ASIC declining the establishment of your SMSF, you will not be eligible for a refund of the document establishment fees and charges already paid to us by you.

9. Termination of Service Agreement

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

We may terminate this Service Agreement at any time if:

- you breach your obligations to us and you do not rectify the breach within 30 days' of notice of that breach,
- you are a company and the company becomes Insolvent,
- you are a natural person and die, lose capacity, are no longer of sound mind or are made bankrupt, or
- your SMSF is wound up or ceases to operate for any reason.

The Service Agreement will also cease after we finalise the SMSF accounts following the death of the last member of the Fund.

On termination for any reason:

- you authorise us to finalise any of your incomplete instructions,
- we will continue to deduct any outstanding fees, costs and charges, as well as our usual fees, costs and charges until we transfer all of your records to you or your nominee,
- we will prepare and promptly deliver stored data, files and all related material regarding your SMSF's administration to you or your nominee.

If this Service Agreement terminates due to the winding up your SMSF, it otherwise ceases to operate or due to the transfer of the SMSF to another administrator within 12 months of the commencement of the Service Agreement, you will also be liable to pay us the balance of 12 months' administration fees. See the '*Fees and other costs*' section of this Guide for more information.

10. Limitation of liability

In this section we set out, and you accept, the limitations of liability which apply to the provision of the SMSF Services.

You agree that our total liability to you for any loss or damage suffered by you, (whether direct, indirect or consequential) arising in contract, tort (including negligence), statute or otherwise in connection with the SMSF Services, is limited to the sum of fees and charges paid by you to us as administrator, in the six (6) months immediately prior to the notice of the claim.

We exclude all liability to you for loss of actual or anticipated profits, revenue, savings, contracts and business opportunity, and all consequential or indirect loss arising out of, or in connection with, providing the SMSF Services and the performance of our obligations under this Service Agreement, whether arising in contract, tort (including negligence), statute, or otherwise.

Except for any express conditions and warranties given under this Service Agreement and Service Guide, we do not give any representation, warranty, condition, or undertaking, express or implied, whether implied by statute, general law or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of the SMSF Services and all services provided pursuant to this Service Agreement, and we expressly exclude from this Service Agreement all such representations, warranties, conditions and undertakings.

Notwithstanding any other provision of this Service Agreement, nothing in this Service Agreement excludes, restricts or modifies:

- any condition or warranty implied in this Service Agreement under relevant legislation (including Australian Consumer Law), or
- any right expressly granted under relevant legislation, to the extent that such exclusion, restriction or modification may contravene any relevant legislation or causes any part of this Services Agreement to be void.

To the extent that any relevant legislation permits, we limit our liability for breach of any such condition or warranty implied in this Service Agreement by relevant legislation. All provisions of this Service Agreement are to be read subject to this clause.

You acknowledge and agree that the limitations on liability and the exclusions contained in this section are fair and reasonable.

11. Technology and Data Services

You, in your personal capacity and as trustee of your SMSF, acknowledge and agree that:

- technology and data services are provided by a range of third parties,
- we cannot guarantee continuous uninterrupted use and access to the SMSF Services,
- despite our best efforts in relation to the SMSF Services, and the best efforts of OneVue RE Services Limited and OneVue Services Pty Limited and their respective service providers in relation to the Direct Investing Service, use and access may be temporarily interrupted or permanently cease.
- We will not be responsible or liable to you or any other person for your inability to access or use the Website, 'brightday transact' or the SMSF Services or the Direct Investing Service where your inability to use or access is caused by factors beyond our reasonable control including but not limited to an Emergency, a Force Majeure Event, unauthorised or illegal access by any person to any part of the system providing online access to the Website including hacking or virus dissemination, a requirement imposed by us by a government agency, any act or omission by you or a failure or malfunction of your computer equipment, computer software or power supply.

12. Confidentiality and privacy

All information whether oral or in writing (regardless of its form or the medium in which it is stored) exchanged between you and us under this Services Agreement or in providing the SMSF Services is confidential and must not be disclosed to any other person except:

- as required by law,
- to a regulatory body at the request of that regulatory body,
- to the other party's agents, contractors, consultants and advisers to the extent that they need to know the information,
- with the prior written consent of the party who supplied the information, or
- if the information is in the public domain or comes into the public domain other than as a result of a breach of confidence.

We collect information about you to allow us administer your SMSF and are bound by the Australian Privacy Principles and all other legal requirements on privacy.

We may collect and use your personal information and financial information to assess, verify and process any application. To provide the SMSF Services, we may collect, use and disclose information about you from financial advisers, accountants, employers, superannuation administrators, Government departments, lawyers, regulators, reinsurers or other third party service providers. If the requested information is not provided, we

may not be able to process your application or provide the SMSF Services.

We will not use or disclose personal information about you, other than for the purposes set out in the Privacy Policy on 'brightday transact', a purpose you would reasonably expect, a purpose required or permitted by law, or a purpose authorised by you.

We disclose information about your SMSF when dealing with external parties necessary to help us carry out our duties.

Information about privacy legislation is available at the Office of the Australian Information Commissioner (www.oaic.gov.au).

You can gain access to your personal information by contacting us. Availability of this information is subject to some exceptions allowed by law. You will be given reasons if your request for access is denied.

Our Privacy Policy does not apply to acts or practices that are directly related to employee records of current or former employees.

Our Privacy Policy is available on 'brightday transact'.

13. Ownership of documents

All original documents obtained from you as part of us providing the SMSF Services, remain your property. However, we reserve the right to make a reasonable number of copies of your original documents for our records.

Provision of the SMSF Services by us, will result in the production of financial statements, income tax returns and similar documents to assist you in complying with your obligations as Trustee of your SMSF. Ownership of these documents will vest with you. All other documents produced (such as accounting and audit working papers) will remain our property.

14. General

Our rights, powers and remedies under this Service Guide and Service Agreement are cumulative and are not exclusive of those provided by law. We are not liable for any loss caused by the exercise or attempted exercise of these rights, or by a delay or failure in exercising them.

If part of this Service Guide or Service Agreement (or its application to any person or circumstance) is or becomes invalid or unenforceable, then the other provisions are not affected.

Nothing in our agreement with you causes us (or our agents) to be your partner, agent, or legal representative or creates any partnership, agency or trust, and you cannot bind us in any way.

This Service Guide and Service Agreement is governed by the laws in force in New South Wales.

Words and phrases defined in the Glossary of this Service Guide shall have the same meaning in the Service Agreement.

Making a complaint

If you have a concern or a complaint, please write to us setting out the precise nature of your complaint, at the following address:

Complaints Officer
Total SMSF
PO Box R1926
Royal Exchange, NSW, 1225

We will then:

- acknowledge the complaint;
- investigate the complaint;
- respond to you in writing within 30 days, advising you of any decision and informing you of any avenue of appeal to an independent complaints resolution service.

8. Glossary

Administrator/We/Our/Us: either SMSF Managers Pty Limited and SMA Tax and SMSF Services Pty Limited or both, depending on the context.

Australian Business Number (ABN): is a unique identifier issued by the Australian Business Register (ABR) which is operated by the ATO.

Australian Consumer Law: means the *Competition and Consumer Act 2010* (Cth) and associated regulations.

Australian Privacy Principles: means the *Privacy Act 1988* (Cth).

Australian Taxation Office (ATO): is an Australian Government statutory agency that has responsibilities for administering the Australian federal taxation system and superannuation legislation.

Australian Securities and Investments Commission (ASIC): the government body that regulates the financial services industry.

Cash Hub: means the cash hub used as your transaction account for the Total SMSF and Direct Investing services.

Direct Investing Application Form: the online account opening application form associated with this Direct Investing Service that enables you to apply to OneVue RE Services Limited and OneVue Services Pty Limited for an account for the Direct Investing Service and give instructions for the opening of your account.

Direct Investing Service: the financial products and the investment administration, execution and reporting service more particularly described in the Direct Investing Guide issued by OneVue RE Services Limited and OneVue Services Pty Limited.

Direct Investing Service Guide: the service guide for the Direct Investing Service.

Emergency: a situation that unless immediately remedied has the potential to jeopardise human life or safety or to cause immediate risk to property.

Fund: your self-managed superannuation fund.

Force Majeure Event means: fire, flood, earthquake, utility failures, elements of nature or act of God; riot, civil disorder, strikes, rebellion or revolution, acts of war or terrorism; partial or total damage to any or all of the Administrator's premises, nationalisation, expropriation or other governmental actions, regulation of superannuation, the banking or securities industries (including changes in laws) acts of insurrection; nuclear fusion,

fission or radiation and any other cause beyond the reasonable control of the Administrator.

Goods and Services Tax (GST): is a value added tax on most goods and services sales. GST is levied on most transactions and is collected by registered businesses.

Guide: this document as amended from time to time.

IPDS: means the investor directed portfolio service as described in the Direct Investing Guide, read in conjunction with this Total SMSF Service Guide.

Insolvent: means

- (a) any step is taken to enter into any arrangement between a party and its creditors;
- (b) a party ceases to carry on business;
- (c) any step is taken to appoint an administrator, a receiver, a receiver and manager, a liquidator, a provisional liquidator or other like person of part or the whole of a party's assets, operations, business.

Member: member of the SMSF.

OneVue: OneVue RE Services Limited and OneVue Services Pty Limited.

Online Order Pad: an online facility that enables you to carry out transactions through the Direct Investing Service.

Product Disclosure Statement (PDS): an offer document explaining the features of a financial product.

Service: means the service outlined in this Total SMSF Service Guide.

Service Agreement: the agreement on the Terms and Conditions contained in Section 7 of this Total SMSF Service Guide created by your signing and submitting the acknowledgements and declaration in the Total SMSF Application.

SIS Act: *Superannuation Industry (Supervision) Act 1993* (Cth) including the associated Superannuation Industry Regulations.

SMSF: a superannuation fund, as defined per the SIS Act (1993), with fewer than five members, all of whom are trustees, or directors of a corporate trustee.

SMSF Services: refers to the services provided by us as outlined in this Service Guide including Fund establishment services, the Total SMSF service, and Other services.

Tax File Number (TFN): a number that is issued to a person by the Commissioner of Taxation and is used to verify client identity and establish their income levels.

Terms and Conditions: the terms and conditions set out in Section 7 of this Total SMSF Service Guide.

Total SMSF Application Form: the application form to be completed by a trustee of a SMSF to use the Service.

Trustee: the trustee of the SMSF under the Service Agreement.

Website: www.brightday.com.au.

You/Your/Trustee: the trustee of the SMSF whether a natural person(s) or corporation named in the Total SMSF Application Form.