# smsf-options

#### Appendix One

#### Cost Service Agreement - Standard Terms and conditions of business

SMSF Options Pty Ltd (SMSF Options) offers a fixed fee service agreement specifically designed for your Self-Managed Superannuation Fund (SMSF). The fee covers their services for your SMSF only and doesn't extend to broader financial advice or taxation services.

Specialist business, accounting, tax advice, or any other services provided to another entity, including an individual, partnership, company, or trust would incur additional fees.

#### 1 Services provided

#### 1.1 Online Management Reports

Preparation and provision of online management reports upon (subject to data feeds availability).

#### 1.2 Administration Services

Attending to ongoing bank reconciliation and compliance reporting requirements including;

- + Ongoing reconciliation of the fund's accounts.
- + Ongoing Provision of a Superstream gateway services and compliant Electronic Service Address (ESA).
- + Ongoing general phone consultation & support.
- + ASIC Corporate Compliance for Trustees company (*if required*).

In provision of these services, we will require copies of relevant all documentation to be scanned and forwarded to us in a timely manner each month (or as required) to enable processing and reconciliations to be completed accurately and efficiently.

#### 1.3 Preparation of Annual Financial Statements and Income Tax Returns

Attending to annual compliance and reporting requirements; including

- + Preparation of financial statements for the year ended.
- + Preparation and lodgment of the SMSF's annual Income tax and regulatory return.
- + Issuing the members statements for all members in respect of the year ended.
- + Attending to preparation of minutes of trustee's meeting to adopt the financial statements.
- + Arranging the annual audit of the financial statements for the year ended, including disbursement thereon.

#### 1.4 General Consultation

Meeting (via phone, online, in person) and email correspondence to discuss ongoing administrational and general enquiry matters.



#### 2 Supplementary services

Supplementary services are transactional based services that may or may not be required during a financial year. As such these services will <u>only</u> be invoiced if required and <u>will not be</u> <u>included in the monthly administration fee</u>.

When a supplementary service is required, we will provide a separate invoice. The additional payment will be added to next scheduled monthly direct debit from the fund.

Supplementary services include, but are not limited to the following services:

Service	<b>\$</b> Subject to Change	Frequency
Actuarial Certificate	220.00	Annual, As required
Pension Establishment	275.00	As required
Pension Commutation	99.00	As required
Lump sum Withdrawal	99.00	As required
BAS/IAS Preparation & Lodgement	220.00	Annual
Annual GST Return	220.00	Annual
PAYGW Administration	220.00	As required
Rollover Documentation (per transfer)	110.00	As required
Trust Deed Refresh/Amendment	495.00	As required
Lost deed replacement	495.00	As required
SMSF trusteeship restructure/amendment	275.00	As required
Declaration/Acknowledgment of trust	220.00	As required
Death benefit processing (per death benefit payment)	220.00	As required
Amendments to Financial Statements (From)	550.00	As required
Administration of complex or boutique investments, per hour including: - Cryptocurrency - Options Trading - FX Trading - High volume foreign equity trading - Segregated Assets - Private unlisted investments (trust/company)	175.00	As required
Tax and compliance consulting, per hour including: - Consulting for remedial compliance service - Assisting with ATO non-compliance - Other compliance matters	440.00	As required
Estate Planning consulting, per hour	440.00	As required
New Trustee Company	990.00	As required
Company Deregistration	275.00	As required
Accountants Finance Letter	55.00	As required
Fund Wind-up	1,100.00	As required

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#### 3 Other fees outside this agreement

In addition to the above estimated fees, charges may also be raised for:

- Disbursements Any disbursements or out-of-pocket costs incurred on your behalf will be charged in addition to the above fees. Although we do not anticipate the need for disbursements, any material disbursements will be submitted for approval before being incurred.
- + Abnormal time Should any abnormal time be required to complete your work; we will advise you as soon as reasonably practicable. The likely causes of any abnormal time being required to undertake your work in addition to the above estimated fees are:
  - Excessive 'fair use 'bookkeeping services required
  - Incompleteness of records provided by you or other 3<sup>rd</sup> parties.
  - Poor record keeping
  - Insufficient information provided by your previous accountant to ensure continuity of advice.
  - Compliance breaches or other contravention
  - Any compliance or financial matters that may cause excess audit time.

#### 4 CPI Indexation

All fees are to be adjusted annually in line with CPI indexation on 1 July following the first-year anniversary of this agreement as per the official quarterly ABS published rate, to a minimum of 0% and a maximum of 10% in any one year.

Any fee adjustments outside of indexation will be agreed by you and SMSF Options in writing under a new cost service agreement.

#### 5 Additional Services

At SMSF Options, our expertise extends beyond just SMSFs. As Chartered Accountants, Tax agents, and business advisers, we offer a comprehensive range of services. These include:

- + Financial Planning
- + Mortgage Brokerage Services
- + Company, Trust and Partnership annual accounts
- + Preparation of individual income tax returns
- + Business improvement consulting
- + Personal Tax Advice
- + BAS and IAS preparation and lodgment services
- + Xero certified bookkeeping

These services are available directly through SMSF Options or via our carefully chosen business partners.

For any additional services provided beyond the scope of our engagement agreement, including informal advice requests, our fees are determined based on the time spent and the expertise level of our personnel, along with expenses such as a 3.5% Technology & Administration Charge, disbursement costs for third-party professionals, and GST.



Individual charge rates vary depending on the complexity of the task and the expertise required. Our fee structure assumes no unexpected circumstances arise during the engagement that would necessitate additional time or expense.

If you require further details on any of our services, please don't hesitate to get in touch with us.

#### 6 Payment Terms

When you opt for the SMSF Options Monthly Administration service, you acknowledge and agree to pay the applicable fees for the service in a timely manner. This entails setting up and maintaining a Direct Debit Authority (DDA) with SMSF Options, granting permission for the deduction of fees and expenses directly from the designated Fund Operating Account under the DDA. The DDA must be established within 30 days of the fund's receipt of its initial deposit.

Monthly Direct Debit SMSF Administration Fees are scheduled for payment on the 15th business day of each month, starting from the first month of activity.

In instances where initial invoices are generated mid-financial year, a one-time balloon payment will be raised at the end of the financial year (June) to cover the entire annual fee. The final one-off fee will be calculated based on the number of months elapsed from 1 July to the first month of activity.

For instance, let's consider XYZ Super Fund's first-year annual fee, which amounts to \$2,400 (\$200 per month). Assuming the DDA commenced on 1 November 2022:

In June 2023, a one-off invoice will be issued for \$800 (calculated as \$200 multiplied by 4 months).

### We acknowledge that you can cancel the administration service at any time with 30 days' notice.

SMSF Options will issue a refund of the ongoing fee only under specific circumstances, such as being unable to continue providing services or if the manager of SMSF Options, at its absolute discretion, deems it reasonable given the circumstances.

In such cases, the refund will include the unused audit fee paid for the current financial year (at the time of cancellation), along with a proportionate amount of the unused administration fee (capped at a maximum of 25%). However, company maintenance fees, fees from non-current financial years, and charges for supplementary services are non-refundable.

The monthly Direct Debit Authority (DDA) arrangement is applicable only for the specified financial years. Any work related to prior-year financial statements and income tax returns, if needed, will be invoiced based on the actual time spent or as per the provided quotation.

SMSF Options will invoice for fees other than the Monthly SMSF Administration Fee when the Trustee or another adviser requests additional services, and upon the delivery of such services or issuance of a service instruction, whichever comes first.

Settlement of accounts outside the direct debit arrangement is required within 14 days to ensure the continued provision of quality and timely advice.

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#### 7 Our Services and Your Assistance

Our duty to you when undertaking this engagement is to:

- + carry out all work with professional skill and diligence.
- + as far as is reasonable, keep you informed of the progress of your work.
- + respond to your enquiries as soon as reasonably possible.
- + advise of any substantial change to costs as soon as reasonably practicable

To enable us to fulfil our responsibilities in a timely and cost-effective manner, we require your full co-operation by providing us with the necessary information and allowing us sufficient time to complete the work prior to an imminent deadline.

#### 8 Termination of Service by SMSF Options

If SMSF Options is unable to fulfill our agreed-upon services for a duration exceeding 24 months past the last lodgement due date due to factors such as insufficient information provided by trustees or other third parties, incomplete records provided by you or other third parties, poor record-keeping, or non-response to inquiries, SMSF Options reserves the right, at its absolute discretion, to disengage as tax agents of the fund and terminate all ongoing service subscriptions, including provision of the fund's Electronic Service Address (ESA).

Following the termination of services, a reactivation fee of \$660 (including GST) may be applicable for each subsequent 12-month period post-termination.

#### 9 Tax Agent - Standard Terms and Conditions

In addition to the engagement terms detailed within this document specific to your engagement, unless detailed otherwise please also refer to the standard terms and conditions applicable for all engagements with SMSF Options which can be viewed <u>here</u>.