



CAVENDISH

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ONLINE

## **SPECIALISTS IN SELF MANAGED SUPERANNUATION**



**CAVENDISH IS ONE OF THE LARGEST SPECIALIST  
SMSF ADMINISTRATORS IN AUSTRALIA.**



CAVENDISH

## CAVENDISH

Cavendish Superannuation is one of the leading specialist SMSF administrators providing self managed superannuation fund (SMSF) services to individuals, financial advisers, stockbrokers and accountants since 1993. Our experience, combined with today's advanced technology and systems enables up-to-date compliance monitoring and administration services, plus efficient SMSF establishment.

Our aim is excellence in navigating the complexities of superannuation, investment portfolio administration and being a centre of SMSF knowledge to allow you to focus on your investments. In addition to our administration services, we provide a range of educational resources for SMSF trustees, advisers, stockbrokers and accountants.

You can trust and relax in the knowledge that Cavendish is a recognised SMSF expert. Our specialist SMSF compliance and administration service is accredited by major Australian and international institutions including banking, life, share broking, accounting and financial planning companies.

# COMPREHENSIVE SMSF ADMINISTRATION

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An SMSF gives you control over your retirement planning and the investment strategy that you employ to meet your goals. We provide a range of services, which allow you to effectively manage your own super fund and your responsibilities as a trustee.

## FUND ESTABLISHMENT

Our end-to-end SMSF establishment service includes:

- Provision of a trust deed
- Registration for an Australian Business Number (ABN), Tax File Number (TFN) and Goods and Services Tax (GST)
- Setting up a company to act as corporate trustee (where applicable)
- Nomination of beneficiaries
- Provision of membership applications and notice to become a regulated fund
- Assistance with rollovers from your other superannuation funds.

## TRANSFERRING AN EXISTING FUND

Using our fund transfer process you can instruct the Cavendish team to do most of the work to transfer your existing SMSF onto our service – including preparing trust deed amendments, appointing an auditor and completing previous years' tax returns.

## COMPLIANCE ADMINISTRATION

We will conduct all of the compliance administration required by the Australian Taxation Office (ATO) with competitive fees including:

- Accounting administration
- Annual financial statements
- Annual member statements
- Tax and regulatory returns
- Providing trustee minutes
- Pay as your go (PAYG) payment summaries.

## AUDIT

We arrange for the appointment of a specialist independent auditor for your SMSF as required by the ATO.

## ONLINE DASHBOARD

Cavendish Online offers an intelligent and intuitive online dashboard which gives you and your adviser more visibility and control over your SMSF. See pages 4 and 5 for more details.

## INVESTMENT CHOICE

We can administer a wide range of assets so you have the freedom to develop the investment strategy that suits you. Investment options can include:

- Cash and term deposits
- Direct shares
- Separately managed accounts and managed funds, held either directly or through an investment platform such as a 'wrap'
- Direct commercial or residential property
- Artwork and collectables
- Derivatives such as futures and options.

## BORROW TO INVEST

We can assist you with establishment of a 'limited recourse borrowing arrangement', a special kind of loan which enables you to borrow to invest in property or other assets within your SMSF.

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## PENSION SERVICES

We can assist with establishing your pensions, including transition to retirement pensions. We will:

- Calculate the characteristics of the pension including taxable percentages
- Produce all of the notifications and minutes required
- Advise the level of initial pension that is available
- Facilitate lump sum payments
- Help you monitor your minimum and maximum pension thresholds.

## EDUCATION

As a recognised SMSF expert, we run a number of trustee and SMSF specialist education programs regularly including:

- **SMSF accreditation course** – we can help you build your knowledge with our up-to-date and practical three day SMSF specialist course in conjunction with the University of Adelaide. This industry leading course is designed to satisfy RG146 SMSF compliance requirements and provide advisers with the knowledge to successfully complete the SPAA SMSF Specialist Advisor exam.
- **SMSF Essentials course** – for advisers or stockbrokers requiring a more compact or refresher course
- **Technical sessions** – regular technical sessions for advisers, stockbrokers and accountants
- **Trustee information seminars** – keeping trustees updated and aware of their legislative responsibilities, estate planning opportunities and more
- **Keeping you up-to-date** – subscribe to our mailing list for the latest SMSF news and developments.

## COMPANY MAINTENANCE

If you opt for a corporate trustee structure, Cavendish offers a comprehensive company maintenance service including attending to the Australian Securities and Investment Commission (ASIC) annual review and other regulatory requirements associated with a special purpose superannuation trustee company.

## SUPPLEMENTARY SERVICES

In addition to the standard administrative services undertaken on behalf of fund trustees, Cavendish also offers a range of supplementary support services including:

- Trust deed amendments or replacement
- Trustee appointment or removal
- Existing fund takeover
- Fund asset segregation
- Actuarial certificates
- Technical information and support
- Overseas transfers
- Business activity statement (BAS) lodgements.

# ONLINE VISIBILITY AND CONTROL

Cavendish Online offers an intelligent and intuitive online dashboard, which gives you and your adviser more visibility and control over your SMSF. Cavendish Online includes features that can help you make decisions about your SMSF and is supported by our team of Client Managers.

## CONSOLIDATED VIEW OF YOUR SMSF INVESTMENTS

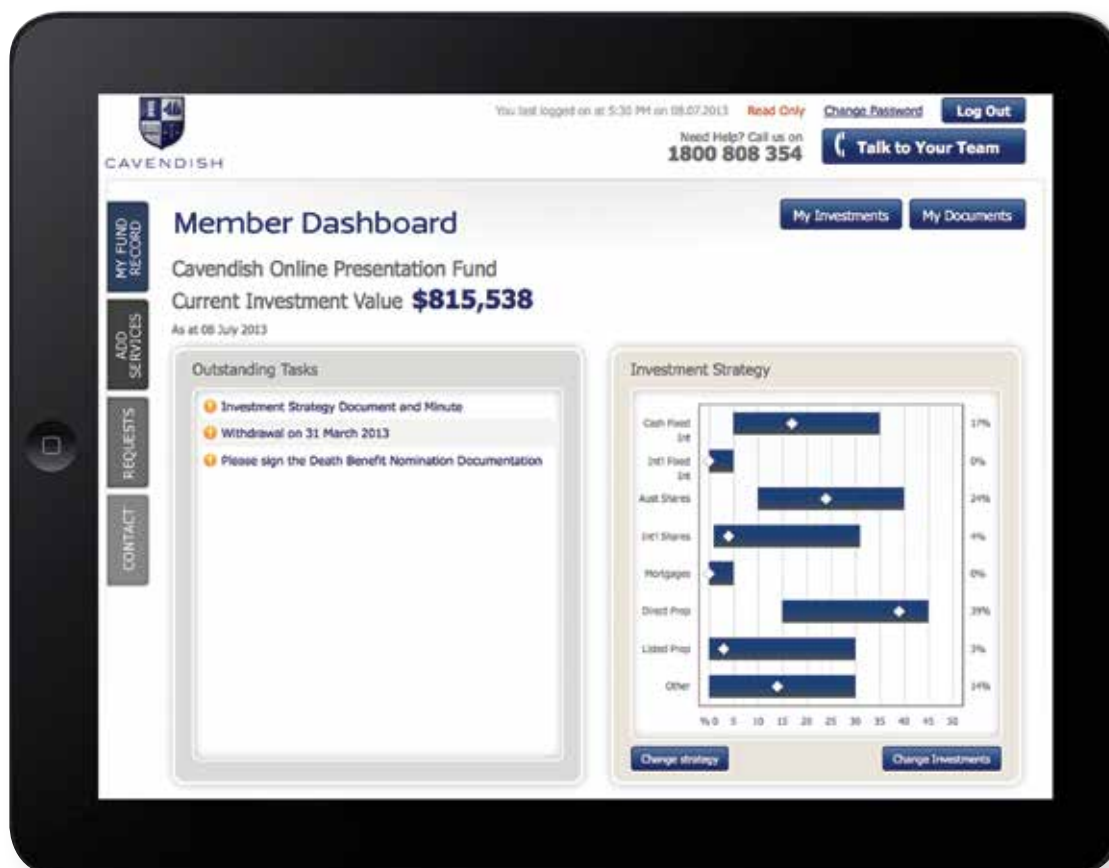
We arrange for your investments to be linked to your online dashboard to give you visibility of your:

- Portfolio value
- Investment holdings including the amount of units, their market value and the percentage of your portfolio they represent
- Breakdown by asset class.

## CHOOSE THE WAY WE INTERACT

To improve the efficiency of your SMSF, any tasks that require your input or action, such as minutes, will appear on your online dashboard. In many cases, you don't even need to return the signed documents to Cavendish – simply enter your password to verify that the documents have been signed and we do the rest.

You can even set an alert to notify you by SMS or email when a task has been uploaded to your online dashboard. If you have chosen the mail option, we will post you the document and it will also appear on your online dashboard.



## INVESTMENT STRATEGY MONITORING

Before you start investing, you will be required to prepare an investment strategy. With your online dashboard, you can:

- See your planned strategy and your actual investments
- Change your strategy and we will generate a minute
- Create an alert to notify you if you have moved outside your planned strategy.

## CONTRIBUTION CAP MONITORING

Exceeding your contribution caps can incur significant tax penalties. We help you monitor your contributions and allow you to set up alerts including email, SMS or post which notify you when you are approaching your caps.

## PENSION MONITORING

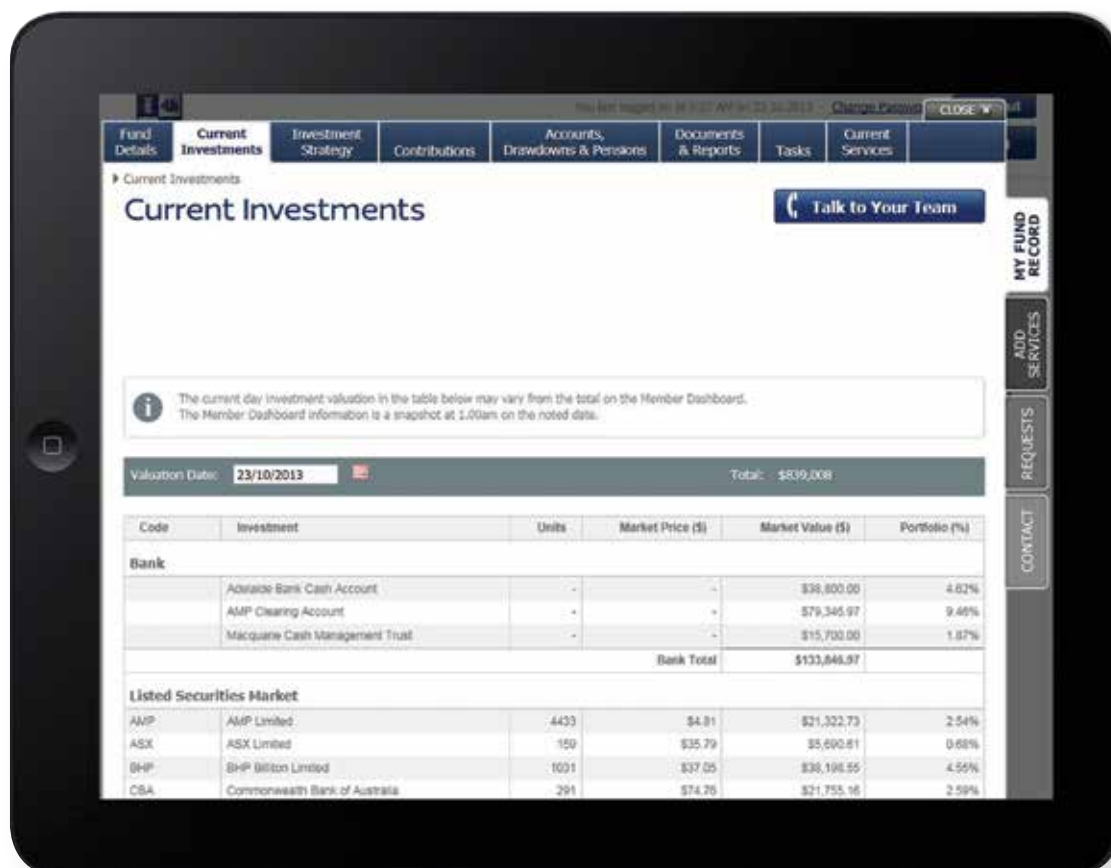
Ensuring that the minimum and maximum thresholds are met is important when a member commences a pension. When in pension phase, your online dashboard automatically displays the threshold for each of the relevant members. You can also set up alerts to remind you to draw the minimum pension or let you know when you are getting close to the maximum.

## ONLINE REPORTING

Access a range of up-to-date investment, fund and audit reports to monitor fund contributions, pension levels and investment performance to help you with the day-to-day management of your SMSF.

## ELECTRONIC DOCUMENT STORAGE

Store and access all of your SMSF documents electronically reducing the need for you to manage large amounts of paperwork.



## GETTING STARTED

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### WHO CAN SET UP AN SMSF?

An SMSF can have between one and four members, who must also be either trustees or directors of a corporate trustee of the SMSF.

In order for a member to be able to act as a trustee or a director of a corporate trustee, they need to meet certain requirements, including the following:

- Members must be either family members or business partners
- Over 18 years old
- Residents of Australia
- Not a disqualified person or bankrupt.

If you are unsure about whether you or others you are thinking about setting up an SMSF with are eligible please contact us to check.

### HOW TO SET UP A NEW OR TRANSFER AN EXISTING FUND

Our online application form allows you to set up a new SMSF or transfer your existing fund to Cavendish. Simply visit [cavendishsuper.com.au](http://cavendishsuper.com.au)

If you are an adviser, stockbroker or accountant, you can help your clients set up or transfer an SMSF through the online adviser dashboard. Call one of our Client Managers on 1800 808 354 to arrange access to the online dashboard and for instructions on how to use the online application.



# CAVENDISH ONLINE TERMS AND CONDITIONS

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## 1. DEFINITIONS

- 1.1 For the purpose of the Agreement, references to:
- 1.1.1 "we", "our", "us", "Cavendish" or "Administrator" means Cavendish Superannuation, a trading name of SMSF Operations Pty Ltd ABN 30 007 778 341 AFSL 276133; and
- 1.1.2 "you" means the persons identified in the Application as members/trustees, in their capacity as Trustees or directors of the Trustee and in their personal capacity.
- 1.2 "Agreement" means your completed Application, these Terms and Conditions, the Fee Schedule and the Cavendish Online Brochure, as amended from time to time.
- 1.3 "Adviser Dashboard" means the online platform provided by us to intermediaries as advised and authorised by you.
- 1.4 "AMP Group" means AMP Ltd and all of its Related Bodies Corporate.
- 1.5 "Application" means the application completed by you for the provision of services under the Agreement.
- 1.6 "Approved Platforms" means all platforms listed in the "Approved Information Providers" list available at **cavendishsuper.com.au**
- 1.7 "ATO" means the Australian Taxation Office.
- 1.8 "Auditor" means the auditor of the Fund appointed from time to time by the Trustee in accordance with the Trust Deed.
- 1.9 "Fee Schedule" means the schedule of fees produced by us from time to time in respect of our services. For the avoidance of doubt, the Supplementary Services and Additional Information sections also form part of the Fee Schedule.
- 1.10 "Fees" means the fees calculated in accordance with clauses 5.2 and 11 of the Agreement.
- 1.11 "Financial Year" means the year ending 30 June.
- 1.12 "Fund" means:
- 1.12.1 the self managed superannuation fund identified in the Application; or
- 1.12.2 the self managed superannuation fund to be established and named as set out in the Application (as applicable).
- 1.13 "GST" means a goods and services tax imposed by the GST Law.
- 1.14 "GST Law" means the *A New Tax System (Goods and Services Tax) Act 1999*, *A New Tax System (Goods and Services Tax) Regulations 1999* and all associated legislation.
- 1.15 "GST Rate" means, at any particular time, the rate (expressed as a percentage) at which GST is payable by us to the ATO on a Taxable Supply.
- 1.16 "Income Tax Laws" means the *Income Tax Assessment Act 1936*, the *Income Tax Assessment Act 1997* and all regulations and rulings made pursuant to those acts and the GST Law.
- 1.17 "Member" means a person who has been admitted to membership of the Fund and who has not ceased to be a Member.
- 1.18 "Member Dashboard" means the online platform provided by us to you.
- 1.19 "Regulations" means the *Superannuation Industry (Supervision) Act 1993* ("SIS") and the *Superannuation Industry (Supervision) Regulations 1994* and any other statute, regulation or law relating to complying or regulated superannuation funds within the meaning of SIS (as amended from time to time).
- 1.20 "Related Body Corporate" has the meaning given to that term in section 50 of the *Corporations Act 2001*.
- 1.21 "Tax Invoice" means an invoice as prescribed in the GST Law.
- 1.22 "Trust Deed" means the trust deed of the Fund, as amended from time to time.
- 1.23 "Taxable Supply" is a taxable supply as defined under the GST Law.
- 1.24 "Trustee" means the trustee(s) of the Fund.

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## **2. APPOINTMENT OF THE ADMINISTRATOR**

- 2.1 You will procure the Trustee to appoint the Administrator to administer the Fund in accordance with the Agreement, such appointment to continue until the Agreement is terminated under clause 8.
- 2.2 Where the Trustee of the Fund is a body corporate incorporated after the Agreement was entered into, you will procure the Trustee to agree to be bound by this Agreement.

## **3. DUTIES OF THE ADMINISTRATOR**

During the term of the Agreement, the duties of the Administrator in relation to the administration of the Fund shall consist of:

- 3.1 acting only in accordance with written instructions from the Trustee or a person authorised to give instructions on behalf of the Trustee;
- 3.2 the provision and maintenance of a computerised system appropriate for the proper administration of the Fund;
- 3.3 the processing and safe storage of all information relating to the Fund;
- 3.4 allocation of monies to individual Members' accounts as appropriate;
- 3.5 allocation of investment returns to Member's accounts from time to time as determined by the Trustees;
- 3.6 journalising all necessary entries into the general ledger;
- 3.7 calculation of fees, insurance premiums and taxes from Members' accounts as appropriate;
- 3.8 preparation of an annual income and expenditure account and balance sheet, complying with the relevant accounting standards;

- 3.9 calculation of all taxation assessments or installments as may be required by the Income Tax Laws (excluding those required under the GST Law);
- 3.10 provision of financial information as may be reasonably required by the Trustee to perform its obligations with respect to the Fund;
- 3.11 ensuring in so far as reasonably possible that the administration of the Fund complies with the Income Tax Laws and the Regulations;
- 3.12 the preparation for lodgement of any annual return required to be submitted by the Trustee to Australian Prudential Regulation Authority, the ATO or to any other statutory body excluding any return or information required under GST Law;
- 3.13 liaising and cooperating with the Auditor in relation to any audit of the Fund; and
- 3.14 such other duties as agreed to by the parties in writing from time to time;
- PROVIDED THAT the Administrator shall be specifically excluded from maintaining a bank account for or on behalf of the Trustee or the Fund generally.

## **4. RESPONSIBILITIES OF THE TRUSTEE**

The Trustee will be responsible for:

- 4.1 maintaining a cash account for the Fund with a bank or Cash Management Trust and for the appointment of signatories to that account. The Trustee will cause to be provided to the Administrator copies of all cash account statements relating to the Fund and all such other details as the Administrator may require of deposits into and withdrawals from the said account as and when required by the Administrator;
- 4.2 providing or causing to be provided to the Administrator all such details of transactions

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relating to the Fund as the Administrator may require, including but not limited to all details in respect of contributions, changes to the Fund's investment portfolio, sharebroker settlement sheets, notifications of reinvestment of income or bonus issues and in particular where asset transactions are unable to be provided electronically, ensuring that the Administrator's postal address is the primary address for all correspondence or documentation relating to the Fund;

- 4.3 the appointment of the Auditor of the Fund and advising the Administrator of the taxation agent registration number of the Auditor and such other information as the Administrator may require; and
- 4.4 effecting and maintaining any insurance to be carried by the Fund on the life of any Member.

## **5. REPORTING TO THE TRUSTEE**

- 5.1 The Administrator shall comment to the Trustee only in relation to matters which the Trustee requests and the Administrator considers should be brought to the attention of the Trustee relating to any significant change to legislation or regulations made thereunder affecting the tax concessional status of superannuation.
- 5.2 Where the Administrator agrees to provide information or advice beyond the scope of its duties as set out in the Agreement, the Administrator may charge a consultancy fee based on the time and materials expended in providing or obtaining the requested information or advice (including disbursements to professional advisers).

## **6. REPORTING TO MEMBERS**

- 6.1 The Administrator shall as soon as practicable after each Financial Year prepare and distribute to each Member a statement of the Member's interest in the Fund at that date.

- 6.2 The Administrator shall provide each Member with any further information as shall be required by the Regulations.

## **7. INFORMATION – DISCLOSURE AND CONFIDENTIALITY**

- 7.1 The Administrator shall regard all information in its possession relating to the Fund as confidential and shall take all reasonable steps to ensure that its employees and any subcontractors it deals with in the performance of its duties under the Agreement do not disclose any information relating to the Fund or any Member (whether or not that information is confidential or has previously been disclosed by the Trustee or a third party) except in the circumstances specified in clauses 7.2 and 16.
- 7.2 The Administrator shall disclose information in its possession relating to the Fund only in circumstances permitted by law or considered appropriate by the Administrator in the Administrator's absolute discretion.

## **8. TERMINATION**

- 8.1 Either party to the Agreement may terminate the Agreement by giving the other party no less than 30 days' written notice of its intention to terminate the Agreement.
- 8.2 The Administrator may terminate this Agreement at any time without notice if the other party breaches its obligations under this Agreement (and the other party has not rectified the breach within thirty (30) days' written notice from the Administrator).
- 8.3 Where one of the parties ("the defaulting party") becomes bankrupt, goes into liquidation, is wound up or dissolved or enters into a scheme of arrangement and is placed under the official management of a receiver or manager, the other party shall have the right to terminate the Agreement immediately by notice in writing to the defaulting party.

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8.4 The Agreement will also cease after the Administrator has finalised the Fund accounts following the death of the last member of the Fund.

8.5 On termination of the Agreement, the Administrator shall:

- a) make available to the Trustee all property of, and all documents, records and information required for the administration of the Fund; and
- b) be entitled to continued access to such information relating to the Fund or any Member which is required in order to comply with the statutory or regulatory requirements or to establish any accrued rights and remedies of the Administrator under the Agreement.

8.6 The termination of the Agreement will be without prejudice to the accrued rights or remedies of either party.

## 9. RESOLUTION OF DISPUTES

9.1 Subject to clause 11.8, if at any time there is a dispute between the parties arising out of the Agreement that is not resolved within ninety (90) days, the parties will forthwith cause the dispute to be referred to an arbitrator for determination.

9.2 The parties acknowledge that the determination of the arbitrator will be binding upon them.

## 10. LIMITATION OF RESPONSIBILITY

10.1 You and the Trustee agree to indemnify the Administrator against any loss, claim or liability suffered or incurred by the Administrator directly arising out of any action taken by, or non action of, the Administrator arising from any written request reasonably believed by the Administrator to be from the Trustee or a person authorised by the Trustee.

10.2 The Administrator disclaims all or any responsibility for investment decisions or investment performance of the Fund together with any taxation liability whatsoever. You and the Trustee acknowledge and agree that such investment responsibility or taxation liability will rest solely with the Trustee. You and the Trustee agree to indemnify and keep indemnified the Administrator against any loss, claims or liability suffered or incurred either directly or indirectly by the Administrator arising out of or in connection with any investment decision taken by the Trustee or taxation liability.

10.3 Where the Trustee or Member(s) submit a claim in respect of the services performed by the Administrator, the liability of the Administrator in respect of such claim is limited to an amount equal to the Fees received by the Administrator in the Financial Year in which the claim arises. However, if a claim arises as a result of any fraud or gross negligence of the Administrator, then the Administrator will indemnify the Trustee against any liability directly arising from the fraud or gross negligence of the Administrator.

10.4 Notwithstanding clause 10.3, nothing in the Agreement will be taken to prove or otherwise establish any claim made by or on behalf of the Trustee or Member(s) unless written evidence in support of the claim is produced and acceptable to the Administrator in its reasonable opinion.

10.5 The Administrator is not liable for any failure or delay in providing the services under the Agreement if caused, or contributed to, by an act, omission or event (including the non-performance of your or the Trustee's obligations) that is beyond the reasonable control of the Administrator or was not foreseen at the time of entering into the Agreement. The Administrator will advise the Trustee of the cause of the delay and is entitled to review and amend its fees where such

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delays occur.

## **11. REMUNERATION OF ADMINISTRATOR**

- 11.1 The Trustee will pay to the Administrator the following fees:
  - 11.1.1 a Compliance Administration Fee and such other fees relevant to the administration of the Fund as set out in the most recent Fee Schedule and clauses 11.2 and 11.3;
  - 11.1.2 an agreed fee in respect of the calculation and preparation of any returns in respect of all goods and services taxes or other similar taxes, duties excises, levies or imposts. Any taxes so calculated shall in all respects be an expense of the Fund in addition to the fees pursuant to this clause 11;
  - 11.1.3 any consultancy fee under clause 5.2; and
  - 11.1.4 such other fees as agreed between the parties from time to time.
- 11.2 Approved Platform-based Portfolio rates will apply where data feeds are received by Us for 100% of Fund assets for the full Financial Year. For more information, please see the Approved Platforms, Bank Accounts, and Stockbrokers flyer on our website.
- 11.3 Standard Portfolio rates will apply where the Fund assets include any directly-held assets (ie assets not held or reported on an Approved Platform) including any combination of directly-held and platform-based assets for all or part of a Financial Year.
- 11.4 The fees of the Auditor, ATO and any other regulatory authority shall be an expense of the Fund.
- 11.5 The Trustee will pay, or procure to be paid, the Compliance Administration Fee in equal monthly instalments and any other fees agreed to from time to time by direct debit from the Fund's bank/cash management trust account and authorises the Administrator to draw its fees, including GST, directly from that account. The balance

of any fees calculated in accordance with the Agreement or otherwise agreed will be payable by the Trustee on receipt of the Administrator's invoice.

- 11.6 You will procure the Trustee to pay all Fees due to the Administrator under the Agreement.
- 11.7 The Administrator may amend its Fee Schedule at any time by giving the Trustee at least thirty (30) days' written notice.
- 11.8 If at any time there is a dispute between the parties as to the amount of remuneration that the Administrator is entitled to receive pursuant to the Agreement, the parties will forthwith cause the dispute to be referred to the Auditor for determination. In making its determination, the Auditor will act as expert and not as arbitrator. The parties concerned acknowledge that the determination of the Auditor will be binding upon them.
- 11.9 Fees payable to the Administrator by the Trustee are non-refundable.

## **12. INSURANCE**

- 12.1 The Administrator acknowledges that it has and will maintain professional indemnity insurance with a reputable insurer.

## **13. GST**

- 13.1 Adjustment for GST:
  - 13.1.1 The Fees payable under this Agreement are in Australian dollars and inclusive of GST;
  - 13.1.2 Fees payable on a Taxable Supply under the Agreement may be adjusted by the Administrator if the GST Rate of 10% changes.
- 13.2 If any Supply under the Agreement is a Taxable Supply, then the Administrator must provide the Fund with a Tax Invoice in accordance with the GST Law.

## **14. MISCELLANEOUS**

- 14.1 Any notice or other communications to or by a party to the Agreement must be

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through the Member Dashboard or in writing addressed to the address shown below or to any other address specified by either party to the sender by notice in writing: Administrator: GPO Box 9981, Adelaide SA, 5001

You/Trustee: The most recent primary mailing address provided by you to us.

- 14.2 The Administrator may novate or assign this Agreement to any entity within the AMP group without the consent of the other party.
- 14.3 A reference to any legislation or legislative provision includes any regulations or other delegated legislation or instruments made or issued under it and any consolidations, amendments, re-enactments or replacements of it and them and any of them.
- 14.4 The Agreement shall be governed and construed in accordance with the laws prevailing in the State of South Australia.
- 14.5 The Administrator can amend this Agreement immediately by notifying the other party of any changes. However, subject to clause 15.1.6, if the Administrator considers the amendment to be materially adverse to the Trustee, the Administrator will give the other party thirty (30) days' written notice.
- 14.6 No warranty or other provision of the Agreement merges on completion of the Agreement.
- 14.7 The Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter.

## **15. MEMBER DASHBOARD ACCESS CONDITIONS**

- 15.1 The Member Dashboard is owned and operated by SuperIQ Pty Ltd. Information about the terms of use is available on the website. The following conditions apply to the use of the Member Dashboard:
  - 15.1.1 you can access information with a Login ID and internet password. You may be asked for a secret question and secret answer.

You remain responsible for keeping all of these confidential;

- 15.1.2 we will give anyone access to your information who uses your Login ID and internet password or who complies with any other security procedure that we may use. Any action by that person will be taken to be by you and will be binding on you;
- 15.1.3 you must tell us immediately if you suspect that any unauthorised person has access to your Login ID or password;
- 15.1.4 we can only accept responsibility for the reliability of data and information that is within our control. We are not responsible for transmissions of any computer virus or other unwanted programs or information from or associated with your Member Dashboard use. We are not responsible for the accuracy or content of information or material that we provide, which you then change and give to a third party or give this information in a different format from what was in the Member Dashboard;
- 15.1.5 we may suspend or cancel your access to the Member Dashboard but will give you notice beforehand if possible;
- 15.1.6 we may vary Member Dashboard Access Conditions from the time we notify you;
- 15.1.7 we may email you about your Member Dashboard use;
- 15.1.8 you authorise us and any agents we may appoint to use your personal information for the delivery of the Member Dashboard;
- 15.1.9 you acknowledge that anything associated with or available through the Member Dashboard belongs to us or other third parties and is protected by intellectual property rights;
- 15.1.10 you release, discharge and indemnify us and the AMP group from and against all liabilities and costs (including legal costs) incurred by you, the Trustee, us, the AMP group or SuperIQ Pty Ltd as a result (direct or indirect) of your use (or inability to use) the Member Dashboard.

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## 16. PRIVACY

Cavendish collects personal information from you, your nominated adviser and other (prospective) members of your SMSF. Our main purpose in collecting personal information is to establish and/or administer your SMSF. If you do not provide the information necessary to process your application, then we may not be able to process it.

We may collect personal information if it is required by or authorised under the various financial services laws. If you use our services through an intermediary (such as a financial adviser, stockbroker or accountant), we will not use your information for the purposes of direct marketing without the consent of that intermediary. If you use our services directly (not through an intermediary), we may also use your personal information for related purposes, such as keeping you informed of new services or special arrangements offered or distributed by us. Again, when conducting our marketing activities, we may disclose some personal information to our service providers. You can opt out of receiving direct marketing information from us at any time.

We usually disclose information of this kind to:

- other members of your SMSF
- other members of the AMP group
- your financial planner or broker (if any)
- external service suppliers who supply administrative, financial or other services to support the ongoing administration of the Fund (including SuperIQ Pty Ltd) both here and overseas. A list of countries where these providers are likely to be located can be accessed via our Privacy Policy.
- anyone you authorise, or
- if required by law.

If sensitive information is collected, for example health information or membership of a professional association, additional restrictions apply. The primary purpose for collecting and holding sensitive information is to administer your SMSF's

records of any insurance held through your SMSF. We may disclose sensitive information to your nominated adviser or other trustees (or directors of a corporate trustee) of your SMSF, anyone you have authorised or if required by law.

Under the Cavendish Privacy Policy, you may access personal information about you held by us. The Cavendish Privacy Policy sets out the our policies on management of personal information, including information about how you can access your personal information, seek to have any corrections made on inaccurate, incomplete or out-of-date information, how you can make a complaint about privacy and information about how we deal with such complaints. You may obtain a copy by contacting us on 1800 808 354 or visiting [cavendishsuper.com.au](http://cavendishsuper.com.au)

## 17. NOMINATED REPRESENTATIVE

- 17.1 You can appoint your adviser or another person as your nominated representative to act as the main point of contact for providing us with instructions regarding administration matters for the Fund.
- 17.2 To appoint a adviser you must provide us with a written nomination that both you and the nominated parties sign and date. The Cavendish Online application process allows you to do this.
- 17.3 You can cancel the appointment of your nominated representative at any time by giving us written notice.
- 17.4 You are responsible for anything that your nominated representative does on your behalf.
- 17.5 If someone who we reasonably believe to be your nominated representative acts on your behalf, we'll treat it as if you are acting personally.
- 17.6 We will assume your nominated representative is authorised to do everything that you can do in respect of Cavendish Online, except:
  - terminate the Agreement; or
  - appoint other representatives.

## **FIND OUT MORE**

Visit: [cavendishsuper.com.au](http://cavendishsuper.com.au)

Call: 1800 808 354

Email: [enquiries@cavendishsuper.com.au](mailto:enquiries@cavendishsuper.com.au)

Postal address: GPO Box 9981 Adelaide SA 5001

Any advice in this document is general in nature and is provided by Cavendish Superannuation, a trading name of SMSF Operations Pty Ltd ABN 30 007 778 341, AFSL No. 276133. The advice does not take into account your personal objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of this advice, having regard to those matters and consider the Product Disclosure Statement/Administrative Services Guide before making a decision. Cavendish Superannuation is a member of the AMP Group of companies.