



**Product Disclosure Statement (PDS) and Financial Services  
Guide (FSG) (Part 2 of 2 - Fund Guide)**

If you don't have part 1 of the document the document is incomplete

Issued 01/04/2009

About this document:

This document is the Fund Guide, for the SUPERClear Service.

- a. it forms Part 2 of the PDS and:*
- b. the other document that makes up this PDS is Part 1; and*
- c. if you don't have Part 1, the document is incomplete.*

This document is to be read in conjunction with the Financial Service Guide ("FSG") and Product Disclosure Statement ("PDS"). The FSG and PDS are combined in one document as PART 1.

If you can not locate the FSG/PDS please contact clearinghouse@aas.com.au or call 1300 664 113 to arrange a copy to be sent to you.

The FSG and PDS are important documents. They provide you with information about the SUPERClear Service so you can decide whether or not to acquire it.

Information included in the Fund Guide are:

- Details of the fees and charges that you must pay to us in using the SUPERClear Service
- Details on how you can make contributions on behalf of your employees
- Contact details
- Registration Checklist

The FSG and PDS is prepared and provided by SuperChoice Services Pty Limited (ACN 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ACN 124 852 320) holder of Australian Financial Services Licence Number 314357.

This FSG and PDS should not be used as a substitute for financial advice. You should read these documents carefully before acquiring the SUPERClear Service. You should also keep the PDS for your future reference. If you have any questions in relation to the FSG or PDS please contact the authoriser of the service "SuperChoice Service Pty Limited".

Address:	Level 4, 116 Military Road, Neutral Bay, NSW 2089 Australia
Phone:	61 2 9968 5850 or 1300 659 456
Fax:	61 2 9953 8083
Email:	scadmin@superchoice.com.au
Website:	www.superchoice.com.au

### **1. Employer Nominated Fund**

Your Employer Nominated fund is Legal Super Pty Ltd ABN 37 004 455 789 is the Trustee of legalsuper.

### **2. Fund Relationship with SUPERClear**

The operator of SUPERClear is not the agent of legalsuper. legalsuper does not accept any liability arising out of or in connection with the provision of SUPERClear services.

### **3. Registration fee**

A one off registration fee of \$85 (including GST) is payable when you apply for the SUPERClear Service. This fee is to be paid by cheque and made payable to 'Australian Administration Services Pty Ltd'. The cheque should be sent with the SUPERClear application form (which is attached to this PDS) and posted to the address listed on the application form.

### **4. Transaction fee**

The current charge is \$0.75 (excluding GST) per transaction. Any change (increase or decrease) to the transaction fee will be communicated in an updated Product Disclosure Statement.

For example, if you submit Contribution Information which allows for a Contribution Payment of \$1000.00 for that Contribution Period and of that Contribution Payment, \$200.00 goes to Fund A for employee X; \$500.00 goes to Fund B for employee Y; and \$300.00 goes to Fund C for employee Z, the total Transaction Fees payable for that Contribution Period will be \$2.25 (excluding GST) i.e. \$0.75 x 3 contribution transactions.

### **5. Making superannuation contributions**

SUPERClear should only be used for the non-default fund contributions that you are required to make.

All employee contributions that you submit to your fund should be made directly through the Online Employer Service, known as EmployerAccess, provided to you by your fund.

In order to use SUPERClear, you must also be registered to use EmployerAccess. If you are not currently a registered user of EmployerAccess, then refer to the Registration Checklist included in this PDS. or

Once registered for SUPERClear, the clearing house Service is accessible by selecting "SUPERClear" from the "Contributions" menu in EmployerAccess.

### **6. SUPERClear Contact Details**

SUPERClear enquiries should be directed to:

Australian Administration Services

Mail: PO Box4085,

Parramatta NSW 2124

Phone: 1300 664 113 (between 8.00 am to 6.00 pm AEST Monday to Friday)

Email: [clearinghouse@aas.com.au](mailto:clearinghouse@aas.com.au)

## **7. Registration Checklist**

The Registration Checklist includes the following:

- Simple steps to SUPERClear processing, a step by step Checklist to assist you in registering for the SUPERClear Service;
- SUPERClear Application Form,

Please call us if the Registration Checklist is not complete.

# simple steps to SUPERClear processing

*Use this simple checklist to ensure you are set up quickly and correctly to process your choice contributions:*

**Step 1:** Are you currently registered for EmployerAccess?

Yes – Go to Step 2

No – Complete and return the EmployerAccess Application form

Unsure – Call us on 1300 664 113 (8.00am to 6.00pm AEST, Monday to Friday)

**Step 2:** Make out a cheque for \$85 payable to 'Australian Administration Services Pty Ltd' if you do not meet the Registration fee waiver eligibility requirements.

**Step 3:** Complete the SUPERClear Application form (included in this PDS).

**Step 4:** Read the PayClearPDS and complete the attached Direct Debit Request form.

For questions call us on 1300 664 113 8.00am to 6.00pm AEST, Monday to Friday)

→ This authorises the contribution amounts to be debited from your nominated account.

**Step 5:** Make sure you have all of the following and send it in!

→ EmployerAccess Registration form (if applicable)

→ SUPERClear Application form

→ PayClearDirect Debit Request form, and

→ \$85 cheque

Send\* it all to:

Australian Administration Services

PO Box 4085

Parramatta NSW 2124

\* Please post it to us... we need your original signature for legal verification.

# **Application Form**

## **1. Business details**

Employer business name

Employer number *(if known)*

ABN

Trading name *(if different from above)*

Street address

Suburb

State

Postcode

Postal address *(if different from above)*

Suburb

State

Postcode

## **2. Providing contribution data**

Are you a current EmployerAccess user?

YES

NO

Your payroll provider or system

If your payroll is processed in-house, can you create payroll reports?

YES

NO

UNSURE

If you can create payroll reports, would you like to upload them on-line to SUPERClear?  
*(minimum of 10 members).*

YES

NO

UNSURE

### 3. Contact details

Mr/Mrs/Ms/Miss/Dr      Surname

Given name(s)

Phone number

Job title

Email

*NOTE: The contact nominated in this part ("Contact") will be the primary contact for all SUPERClear correspondence. The Contact will be able to transact on the Employer's behalf and will be contacted for initial login details for SUPERClear. The Contact will have full access to the personal details of Members*

### 4. Payment Details

Direct Debit (Please complete the DDR form on page 29)       Direct Credit

Employer Financial Details (all financial details must be entered)

This provides us with the Bank Account details we require to remit payments back to you if the money is unable to be allocated and is rejected by the superannuation fund.

Bank/Financial Institution Account Details

Bank / Financial Institution name:

Account name:

BSB number:       Account number:

### 5. Fee

- A once-off \$85.00 (incl GST) application fee, and
- A transaction fee of \$0.75c per transaction/per member (excl GST).

To register, please send a cheque payable to 'Australian Administration Services Pty Ltd' for \$85.00 with this form. Please keep a copy for your records.

*Note that you will not be registered until the application fee is received.*

## 6. Employer Authorisation

On behalf of: *(your business name)*

By signing this form I/we the applicant, as an authorised signatory of the Employer, whose signature(s) appear(s) below, have read and understood the Part 1 and Part 2 of the PDS and FSG including the Terms and Conditions that apply to SUPERClear and agree that these Terms and Conditions will apply to the use of the SUPERClear Service.

Signature of applicant

Date

Signature of applicant

Date

Name of authorised signatory *(please print)*

Signatory's job title *(please print)*

*You must complete the following items:*

- \* This SUPERClear Application form
- \* Your cheque for \$85.00
- \* PayClear Direct Debit Request form

*When you have completed the above, please send them to:*

Australian Administration Services, PO Box 4085, Parramatta, NSW, 2124

If you need any assistance, please call: 1300 664 113

\* *NOTE: 'SuperClear' is the AAS clearing house Service provided in agreement with.*

\$85 Registration fee received

/ /

Application form received

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## DIRECT DEBIT REQUEST (DDR) LODGEMENT FORM

Direct debit is a simple option to pay your superannuation contribution payments through SuperChoice's payment service provider, PayClear Services Pty Limited (Australian Financial Services Licence 314357 and Direct Debit User ID 358639). Before choosing this option, you should check with your financial institution to ensure that the DDR facility is available with your account and then complete this form in block letters using blue or black pen.

### Your Details

Organisation name		ABN	
Address			
Suburb		State	Postcode
Phone Number		Fax Number	
Contact Name		Email Address	
Contact Name		Email Address	

### Your Bank/Financial Institution Account Details

Bank / Financial Institution name			
Address where account is held			
Suburb		State	Postcode
Account name			
BSB number		Account number	

### Authorisation

To: PayClear Services Pty Limited (User ID 371418) ABN 93 124 852 320 Commencing immediately, I/we authorise you as the payment service provider for PayClear, to arrange for funds to be debited from the account specified above in the amounts specified in the Contribution Schedule sent using the SuperChoice system. <i>Note: If a Joint account is to be debited, both signatures are required.</i>	
Authorised Signature	Authorised Signature
Date	Date

## PayClear Direct Debit - Client Service Agreement

Our commitment to you,

### Drawing arrangements:

PayClear will draw the exact amount that you authorize via the SuperChoice Payment Service.

If the payment is authorized on the SuperChoice Payment System before 4pm on a given business day the payment will be drawn from your account on that day. If a payment is authorized after 4pm or on a non-business day the payment will be drawn on the next business day.

We will not change any details of drawings arrangements without *giving you at least fourteen (14) days written notice*.

We reserve the right to cancel the PayClear direct debit client service arrangement if two or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternative payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

### Your rights:

You may terminate the PayClear direct debit client service arrangement at any time by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to your next payment.

You may stop payment of a drawing under the PayClear direct debit client service arrangement by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 5 business days prior to the due date.

You may request change to the drawing amount and/or frequency of the PayClear direct debit client service arrangement drawings by contacting us and advising your requirements no less than 5 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly [outside the PayClear direct debit client service arrangement] you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

### Your responsibilities:

Your commitment to us,

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorization given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the PayClear direct debit client service arrangement is transferred or closed.

It is your responsibility to arrange with us a suitable alternative payment method if wish to cancel the PayClear direct debit client service arrangement.



Product Disclosure Statement (PDS) and Financial Services  
Guide (FSG) (Part 1 of 2 – FSG and PDS General Terms)

Issued 01/04/2010

**COMBINED FINANCIAL SERVICES GUIDE  
AND PRODUCT DISCLOSURE STATEMENT**

This combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) is prepared and provided by SuperChoice Services Pty Limited (ACN 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ACN 124 852 320) holder of Australian Financial Services Licence Number 314357.

Australian Administration Services Pty Limited (ABN 62 003 429 114) (AAS) has engaged SuperChoice to offer this service to your fund. AAS is the administrator of your default superannuation fund and will undertake the following functions for SUPERClear:

- Set up employers
- Provide Customer Service via its call centre
- Provide necessary training and support
- Provide the 'EmployerAccess' software by which SUPERClear service is accessed

Details of your fund including contact details are outlined in Part 2 of the PDS.

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## FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) is prepared and provided by SuperChoice Services Pty Limited (ACN 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ACN 124 852 320) holder of Australian Financial Services Licence Number 314357 Australian Administration Services Pty Limited (ABN 62 003 429 114) (AAS) is the administrator of your default fund and will undertake the following functions for SUPERClear:

- Set up employers
- Customer Service via its call centre
- Provide necessary training and support
- Provide the 'EmployerAccess' software by which SUPERClear service is accessed

Dated: 1<sup>st</sup> of January 2010

### Purpose of this document

The purpose of this FSG is to inform you of those matters required under the Corporations Act, 2001 ("Act") and the regulations made pursuant to the Act ("Regulations") to assist you in deciding whether to acquire from SuperChoice Services Pty Limited ("SuperChoice") the provision of a non-cash payment facility ("Clearing House facility"). This FSG contains all the information required by the Act and Regulations, including:

1. the fact that SuperChoice and PayClear each receive remuneration in providing the Clearing House facility; and
2. how complaints may be made against SuperChoice and how complaints may be resolved.

In conjunction with this FSG, you will receive a Product Disclosure Statement which will inform of you of other matters as required by the Act and Regulations including the nature and characteristics of the financial product that is being offered and the cost of that product.

In this FSG "Financial Service" has the meaning set out in the *Corporations Act 2001*.

This FSG relates to the Financial Service of the provision of a SUPERClear Clearing House facility provided by SuperChoice as a part of the SUPERClear service of facilitating the payment of employer superannuation contributions made on behalf of employees ("SuperChoice Services"). This FSG relates only to the provision of the Clearing House facility and not to the other services provided by SuperChoice.

PayClear has authorised SuperChoice to distribute this FSG.

## Roles, Contact Details and parties of the SUPERClear Service

SuperChoice is the provider of the SUPERClear Clearing House facility as the authorised representative (numbered 336522) of SuperChoice's related corporation PayClear Services Pty Limited ("PayClear") which is the holder of Australian Financial Services Licence Number 314357. Both SuperChoice and PayClear may be contacted as follows:

Address:	Level 4, 116 Military Road, Neutral Bay, NSW 2089 Australia
Phone:	61 2 9968 5850 or 1300 659 456
Fax:	61 2 9953 8083
Email:	<a href="mailto:payments@superchoice.com.au">payments@superchoice.com.au</a>
Website:	<a href="http://www.superchoice.com.au">www.superchoice.com.au</a>

AAS is the administrator

The only Financial Service provided by PayClear is that of offering a Clearing House facility and the only Financial Service that SuperChoice is authorised to provide as PayClear's Authorised Representative is that of offering a Clearing House facility. Neither PayClear nor SuperChoice is licensed or authorised to provide any other Financial Service, including that of providing financial advice, other than advice that relates to the Clearing House facility.

Any instructions you wish to provide to SuperChoice, prior to you accepting the offer to receive the SUPERClear Services, are to be provided by email or by accessing the website. If you elect to sign up for the SUPERClear Services, the terms of the contract entered between you and SuperChoice, which terms are set out in the accompanying PDS, will provide details of how your instructions are to be given.

In providing the Clearing House facility that SuperChoice is authorised to provide general advice on the Clearing House facility, PayClear acts as a subcontractor to SuperChoice.

## Remuneration of SuperChoice and PayClear

In providing the Clearing House facility, SuperChoice receives remuneration from recipients of the SUPERClear Services. The remuneration received by SuperChoice from its retail clients is set out in the PDS that accompanies this FSG.

In providing the Clearing House facility as a subcontractor of SuperChoice, PayClear receives interest on the funds deposited by recipients of the SUPERClear Services with the Bank that holds these funds and PayClear also receives interest from that Bank. The interest that PayClear receives at the date of this FSG is 3.00% per annum but this interest fluctuates upwards and downwards according to fluctuations in interest rates generally.

Apart from the relationship between SuperChoice and PayClear as prime contractor and subcontractor, and both being subsidiaries of a common holding company, there is no relationship or association between either SuperChoice or PayClear and the issuers of any financial products.

## Complaints

Although PayClear and SuperChoice are committed to providing clients with a quality product and service, a client may sometimes feel that he or she has a cause for complaint. If so, the complaint should be communicated and will be dealt with in the following manner.

### By phone

You can contact customer support team at SuperChoice on 1300 659 456 to advise of the problem.

### In writing

Alternatively, please send the details of the complaint, in writing, to:

Complaints Manager  
SuperChoice Services Pty Limited  
Level 4 116 Military Road  
Neutral Bay NSW 2089  
Fax: 02 9953 8083  
Email: [payments@superchoice.com.au](mailto:payments@superchoice.com.au)

To assist in a speedy investigation of your complaint please ensure that you provide the following information:

- Your name
- Employer Name and ABN
- Member Fund Name and ABN
- Details of the problem
- The date when the problem occurred and;
- Your phone number, fax number or email address

### How SuperChoice deals with complaints

SuperChoice has a designated Complaints Manager who is responsible for managing any formal complaints to ensure they are dealt with appropriately.

A written complaint will be acknowledged within 5 business days and every effort will be made to resolve the complaint within 30 business days of receipt. You will be kept informed of the progress of investigating and resolving your complaint.

The complaint will be handled in confidence.

SuperChoice's complaint handling process has been established in accordance with the Australian Securities and Investments Commission (ASIC) Regulatory Guide 165 and the Australian Standard on Complaints Handling (AS 10002:2004).

### Other options

If you are not satisfied within 45 days of notification of your complaint, you may contact the Financial Ombudsman Service.

The Financial Ombudsman Service (FOS) is an independent dispute resolution service that can consider complaints about financial products. For more information about FOS please go to their website at [www.fos.org.au](http://www.fos.org.au)

The contact details for FOS are:

GPO Box 3  
Melbourne Victoria 3001  
Phone: 1300 78 08 08  
Fax: 03 96136399  
Email: [info@fos.com.au](mailto:info@fos.com.au)

PayClear Services Pty Limited is a member of FOS. The service is free to recipients of its Clearing House facility.

You should be aware that FOS will not deal with your complaint unless you have first raised the matter with SuperChoice and given SuperChoice the opportunity to resolve the matter.

### Compensation

SuperChoice and PayClear are both beneficiaries of a Financial Services Professional Indemnity Insurance Policy that provides cover of up to \$2 million for any claims made by any of their customers arising from any wrongful act committed by either of them in performing their professional Financial Services of providing the Clearing House facility. SuperChoice and PayClear are also beneficiaries of a Professional Indemnity Insurance Policies that provide cover of up to \$20 million for negligent or wrongful acts or omissions in providing their other services. These Policies satisfy the compensation arrangements required under section 912B of the *Corporations Act, 2001*.

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## PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is intended to comply with the Product Disclosure Statement requirements of the *Corporations Act 2001* ("Act") and the regulations ("Regulations") made pursuant to that Act and is provided to assist you in deciding whether or not to accept the offer of SuperChoice Services Pty Limited ("SuperChoice") to provide you with a Financial Product being the non-cash payment facility ("Clearing House facility") of PayClear Services Pty Limited ("PayClear").

This PDS is prepared and provided by SuperChoice as the Authorised Representative (Number 336522) of PayClear, the holder of Australian Financial Services Licence Number 314357.

This PDS has two parts, Part one is the General Terms and Part 2 is specific to your fund.

PayClear has authorised SuperChoice to distribute this PDS.

In this PDS:

### Roles, Contact Details and parties of the SUPERClear Service

SuperChoice is the offeror of the Clearing House facility which is issued by its related corporation PayClear. Both SuperChoice and PayClear may be contacted as follows:

Address:	Level 4, 116 Military Road, Neutral Bay, NSW 2089 Australia
Phone:	61 2 9968 5850 or 1300 659 456
Fax:	61 2 9953 8083
Email:	Payments@superchoice.com.au
Website:	www.superchoice.com.au

Australian Administration Services Pty Limited (ABN 62 003 429 114) (AAS) has engaged SuperChoice to offer this service to your fund. AAS is the administrator of your default fund and will undertake the following functions for SUPERClear:

- Set up employers
- Customer Service via its call centre
- Provide necessary training and support
- Provide the 'EmployerAccess' software by which SUPERClear service is accessed

Details of your fund including contact details are outlined in Part 2 of this PDS.

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## **SUPERCLEAR CLEARING HOUSE FACILITY AT A GLANCE**

### **Who can use the SUPERClear Services**

- Employers who want a simple, secure and cost-effective way of managing their employee superannuation contributions online.
- The SUPERClear service is only available to employers in Australia who are currently registered to use AAS EmployerAccess or are eligible to register for an AAS EmployerAccess. We are not bound to accept an application in relation to SUPERClear service.

### **Benefits of using the SUPERClear Services**

- Replace multiple cheque and online payments to participating superannuation funds with one online payment.
- Eliminate multiple superannuation fund paperwork requirements and forms handling.
- No need to prepare fund remittances.
- Eliminate postage & cheque costs of paying multiple superannuation funds.
- Online access to review all the reference numbers, times & dates of presentment.
- Validation - stops you paying funds that can't accept choice payments – see applicable fund alerts BEFORE you pay, not after.
- Helps prevent poor employee choices and member account selections.
- Reduces unnecessary strain on staff and resources.

### **Payment Methods**

- **Direct Debit**  
You may complete a Direct Debit Request that authorises the deduction of money from your nominated account. The relevant amount for the contributions is deducted from that account and split to the various superannuation funds.
- **Direct Credit**  
If you send a Direct Credit you must ensure you provide the matching reference number provided by SUPERClear or the payment will be returned to you. The relevant amount for the contributions is then deducted from your nominated account and split to the various superannuation funds.

### **Fees and Costs**

- Refer to the Section “Fees and Charges” located in ‘Fund Guide’ (Part 2 of the PDS) for a detailed outline of fees.

### **Enquiries and Complaints**

There are procedures for dealing with complaints. Please refer to the FSG – Complaints.

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## THE SUPERCLEAR SERVICES IN DETAIL

SUPERClear Services enable employers, to submit superannuation contributions, member information and payment instructions online. The instructions to pay various superannuation funds are collated. One deduction is made from your nominated bank account and arrangement for distribution of the relevant remittance advices and contribution amounts to the various eligible funds.

The SUPERClear Services have two essential (core) components:

- The SUPERClear software– the online software by which you access the Clearing House facility.
- The Clearing House facility.

### The SUPERClear Software

This enables you to access the electronic payment facility. SUPERClear also provides support including (but not limited to) training, payroll interface support, general call and help desk support.

### The Non-cash Payment Facility (Clearing House facility)

This is an electronic facility through which you can make a payment otherwise than through the physical delivery of Australian or foreign currency or by cheque.

SuperChoice provides this facility through its affiliate PayClear, which is the holder of the trust account into which the employer's contributions are paid and from which contributions are paid to the relevant Funds. Attached to this PDS is a PayClear Direct Debit - Client Service Agreement which governs the relationship between the employer and PayClear in respect of Direct Debits made by PayClear with the employer's authority.

### The SUPERClear Services summarised

- Helps minimise the administrative burden upon employers managing superannuation contributions to multiple superannuation funds. It is an efficient and effective way to make large numbers of superannuation contribution payments to many funds.
- Easy to use. Once employers have entered the information required, that information is securely stored. Employers can even upload the payroll file so that the employee details are automatically transferred. This means that employers do not have to re-key all the employee data to make contributions on their behalf.
- Flexibility. If employers need to add, amend or delete an employee record they can log on to the website and do so directly or from payroll.
- Accessibility. The website is available 24/7. The help line is available Mon to Fri between 8:00am and 6:00pm (Sydney time), except when the Services are unavailable because of routine or emergency maintenance.
- Security. The website is protected by a private cryptographic key system called Secure Socket Layer (SSL) which is widely used by banks for internet banking applications.

- Support. Employers are provided with a support infrastructure. There is also a help line and a user guide to assist you with any problems you have.

### **Risks**

There are a number of risks for employers in facilitating contributions to a wide range of super funds, whether you are using a clearing service or not. All of these risks have direct implications for the timing of contributions and their subsequent allocation to the employee (member's) super fund account.

### **Sending Contributions**

Sending contributions to Fund

- If the Fund receives contributions by Electronic Funds Transfer (EFT), it may take up to five working days from the time the contribution information is submitted, for the contribution payment to be received by the Fund.
- If the Fund receives contributions by cheque, it may take up to ten working days from the time the contribution information is submitted, for the contribution payment to be received by the Fund.

Implication: An employer's Superannuation Guarantee obligations are measured by the date the Fund RECEIVES the contribution. To avoid a Superannuation Guarantee charge, employers should allow sufficient time to ensure the fund receives contributions by the 28th of each relevant quarter.

### **Allocation of employee's money to their Super Fund Account**

Once the contribution is sent to the Fund, it is outside our immediate control and can sometimes take longer for the money to be allocated to the employee member's account (if, for example, there is a mismatch, or an employee's details have changed because, for example, the employee has changed address or contact details).

Implication: Employers can view the contribution details online (eg cheque numbers, cheque issue & the presented date) and inform employees of payment details if they are concerned about any delayed allocation of any contribution.

### **Technical errors (mistakes)**

It is the employer's responsibility to ensure the information about the employee and contributions are accurate. If an employer provides inaccurate or incomplete contribution information, this may result in a contribution being rejected, delayed, or even sent to the wrong Fund.

Inaccurate information may include:

- failure of employer to provide matching payment ID

- use of a wrong product identifier which could include SPIN (Superannuation Product Identification Number), ABN (Australian Business Number) or SFN (Superannuation Fund Number)
- the chosen fund not being a complying super fund
- transcription error such as the supply of incorrect member number
- an incorrect date of birth
- wrong bank account details
- selection of an account from which the employee has exited

Implication: Although there is a service to send back rejected contributions, the employer may have to recoup any contributions sent with inaccurate details.

### **Dishonour (unable to contribute money not received)**

If there is not enough money in the employer's nominated account and the employer has initiated a Direct Debit Request, then the contribution will be cancelled and must be re-submitted, which may result in additional bank charges and a tax office penalty charge if the contribution is late.

Implication: Contributions can't be facilitated to the Super Funds and the transaction will be cancelled (and have to be re-submitted). The financial institution with whom your nominated account is held may charge you fees as a result of the dishonour and any resulting Superannuation Guarantee implications (deadline) rest with the employer.

### **Stopping Contributions (stop payments)**

Once a contribution has been submitted and has been processed, it cannot be cancelled or reversed unless the employer has notified SUPERCLEAR before the cut off time (see terms and conditions). Therefore, it is imperative that an employer contacts SUPERCLEAR immediately upon realising that an incorrect contribution has been made.

Implication: If you do not contact us until after cut-off times (see terms and conditions), then you may need to recoup contributions from the funds.

### **Fund Business Rules**

- **Unable to accept contributions**  
 Certain Funds are not legally able to accept contributions as Super Guarantee contributions. SUPERCLEAR provides a warning system to block payments to those funds and recommends that the employer checks these warnings when first linking the employee to the chosen fund. You will need to notify us if you are able to contribute to certain non-complying funds because you are an approved employer.
- **Employer Registration**  
 Certain Funds (primarily non public offer Funds) require employers to register as a participating employer, even though, as a matter of law an employer can not be required to do so. If an employer wishes to facilitate contributions to these funds, it

should complete the fund's registration paperwork BEFORE any contributions are made. Otherwise, the contribution may be delayed or rejected.

Implication: SUPERClear warns employers which funds impose registration requirements and recommends that an employer checks these warnings before making the initial contribution. If you do not complete the registration paperwork BEFORE contributions are made, contributions may be delayed or ultimately rejected. If these contributions are returned, they may be treated as not having been made for Superannuation Guarantee purposes.

### Security

- Unauthorised Access

Unauthorised use of the SUPERClear services by a third party, including in circumstances where the User ID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. An employer must ensure it does not facilitate unauthorised access to the SUPERClear Services.

Implication: The employer would have to recoup any contributions made as a result of unauthorised access.

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## RIGHTS AND OBLIGATIONS

Your use of the SUPERClear Services, including the Clearing House facility, is governed by the terms and conditions set out later in this PDS, in the Application Form and (if applicable), the Direct Debit Terms and Conditions accompanying the Direct Debit Request Form (DDR).

### Useful Information and Updates

From time to time, SUPERClear and its related parties would like to contact you or send you information regarding superannuation changes that impact on the SUPERClear Services and on any other products and services.

SUPERClear encourages you to receive this information, however, if you do not wish to receive it, please contact SUPERClear via phone, email or in writing using the above contact details.

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## TERMS AND CONDITIONS

The following are the general terms and conditions that will apply if you decide to acquire the SUPERClear Services. In these terms and conditions, you are referred to as the 'Client' and we are referred to SuperChoice as 'we', 'Our'. A 'User' is a person accessing the SUPERClear Services.

### 1 Definitions

**AAS** means Australian Administration Services Pty Limited (ABN 62 003 429 114). AAS is the administrator of your default superannuation fund and will undertake the following functions for SUPERClear:

- Set up employers
- Customer Service via its call centre
- Provide necessary training and support
- Provide the 'EmployerAccess' software by which SUPERClear service is accessed

**Account Number** means the details of the bank account to which a Direct Credit (EFT) Contribution is to be made by the Client;

**AFSL** means Australian Financial Services Licence;

**Agreement** means these Terms and Conditions, the PDS and any Direct Debit Request;

**Business Day** means any day that the banks are open for general business in New South Wales;

**Clearing House Facility** means the non-cash payment facility that is provided as part of the SuperChoice Services;

**Client Bank Account** means the bank account nominated by you in the Direct Debit Request;

**Client Data** means electronically retained information pertaining solely to the Client and/or its employees;

**Complying Superannuation Fund** means a superannuation fund that is able to accept SG Contributions under the *Superannuation Guarantee Administration Act (SGAA) 1992*, and includes a Retirement Savings Account as

defined in section 8 of the *Retirement Savings Act 1997*;

**Contact Details** is the contact name, address, number and website provided in the Fund Guide;

**Contribution** means, as the context permits, a superannuation payment made by an employer on behalf of an employee or an aggregate payment made by an employer on behalf of a number of employees;

**Contribution Data** means the information provided by an employer in regard to a Contribution;

**Contribution Period** means the period in respect of which a Contribution is made;

**Cut off Time** means the time, by which Contribution Data must be received if it is to be deemed to have been received on the day it has been sent and, unless otherwise notified by SuperChoice, is 4.00 PM on any Business Day;

**Direct Debit Request** means the form entitled "Direct Debit Request" which authorises the Payment Agent to deduct amounts from your Nominated Account;

**Employer Nominated Fund** means the fund described in the Fund Guide;

**Financial Product** has the meaning set out in the Corporations Act 2001;

**Fund** is the fund an employee has elected for their superannuation payments to be paid into or a fund an employer has elected for its superannuation contribution to be paid on behalf of its employees who have not elected a fund but excludes the Employer Nominated Fund;

**Fund Alert Message** means a notification posted on the SuperChoice Site regarding whether a superannuation fund is a Complying Superannuation Fund, or regarding a superannuation fund's specific requirements and/or common failures by employers to comply with any such requirements and any other notification or information necessary or desirable to facilitate the making of Contributions;

**Fund Guide** is Part 2 of this PDS, it describes the business and contact details of the 'Fund' for which the service is being provided to the employer;

**GST** means the goods and services tax payable on goods or services under Australian law;

**Login** means the User identification provided by SuperChoice by which identification a User may access the Site and the Services;

**Online Employer Service** is the secure online service that is set out in the Fund Guide;

**Password** means the code provided to you by us and used in conjunction with your User ID to gain access to the Service;

**PDS** means the Product Disclosure Statement of which these Terms and Conditions are part;

**SG Contributions** means Contributions that go towards meeting an employer's statutory obligation to make compulsory superannuation payments on behalf of employees;

**Site** means the SuperChoice hardware and software by means of which the Services are provided;

**SUPERClear** means all the online services provided to you by SuperChoice, including the Clearing House facility;

**User** is a person accessing the SUPERClear Services.

**User ID** means the identification code provided to you by us which, when combined with your Password, enables you to access the Service;

## **2 General Client/User Access Obligations**

- 2.1 The Client warrants it is authorised to enter into this agreement and to receive the SUPERClear Services.
- 2.2 The Client must ensure that all its Users are fully authorised to access the Services.
- 2.3 The Client must ensure that all its Users comply with all obligations and responsibilities imposed on it under these Terms and Conditions.
- 2.4 The Client must ensure access to the Site and Services is undertaken in a secure manner.

- 2.5 The Client must ensure at its own cost that its software and hardware is compatible with Microsoft Internet Explorer 5.0 (or later) and Mozilla Firefox 2 (or later).
- 2.6 The Client is responsible for maintaining its own industry standard anti-virus and security measures to prevent unauthorised access to SUPERClear Services and to avoid viruses affecting the site providing the SUPERClear Services site.
- 2.7 The Client must not, and must use reasonable endeavours to ensure Users do not, change, impair or damage the Site or SuperChoice's computer systems.

## **3 Availability/Access to the Site**

- 3.1 SuperChoice will ensure that the Site is available for use by the Client 24 hours a day, 7 days a week, except for outages for routine or emergency maintenance.
- 3.2 Access to the site will be provided only to Users entering a Login and Password.
- 3.3 Access to Users will not be available if Client's rights to access the services has been suspended or terminated.

## **4 Security of Login and Password**

- 4.1 A User's Login and Password must be kept safe and secure.
- 4.2 Users must not disclose the Login or Password to any other person.
- 4.3 Users must not record their Login or Password in any way which would allow anyone else to identify the record as their Login or Password.
- 4.4 Users must not permit any other person to use their Login or Password.
- 4.5 Users must not select a Login or Password which is easily identifiable, such as a birth date or a street name.
- 4.6 Users must take care to log off the system and/or close the browser window (if necessary) to ensure unauthorised persons do not obtain access to the site or the service.

- 4.7 AAS must be notified immediately if a record of Client's Login or Password is lost or stolen or if the Client is aware or suspects that another person knows or has used its Login or Password. SuperChoice will then cancel the Login or Password and will arrange for the Client to select a new one.
- 4.8 AAS may cancel a Login or Password at any time without notice if SuperChoice believes that the Login or the Password is being misused or has been used in an unauthorised manner.
- 4.9 SuperChoice takes no responsibility for any loss whatsoever where unauthorised persons have used a Login and/or Password.

## **5 Security of the Services**

- 5.1 SuperChoice will utilise a range of security measures to help ensure the security of the site and clients Data including:
- (a) Firewalls; and
  - (b) Data encryption (128 bit Secure Sockets Layer (SSL) protocol.
- 5.2 SuperChoice will comply with its security policy which complies with the Australian Information Security Management Policy (AS ISO/IEC 20000.1-2007). For more details see the Standards Australia website at [www.standards.com.au](http://www.standards.com.au)
- 5.3 SuperChoice cannot guarantee that any data transmission over the internet is totally secure.
- 5.4 If Client becomes aware of a breach or potential breach of security relating to the Site or the SUPERClear Services, it must notify AAS as soon as is reasonably possible and must take all steps available to stop the breach or prevent the breach from re-occurring.

## **6 Client's Obligations in order to Receive Services**

- 6.1 The Client must ensure that it does the following in order to receive the SUPERClear Services:
- (a) Create User accounts for its staff to access the Services:
  - (b) Create and keep up to date Client, and employee details
  - (c) Upload Client's payroll file
  - (d) Create Contributions through payroll upload or e-form
  - (e) Authorise and make Contributions
  - (f) Authorise and make payments for fees
  - (g) Register new employees (members)
  - (h) Nominate the employee's Complying Superannuation Fund
  - (i) Allocate Contribution types
  - (j) Assign specific Contributions to specific employees
  - (k) Establish that a Superannuation fund is a complying Superannuation Fund
  - (l) Match the unique Complying Superannuation Fund Identifiers (i.e. SPIN, ABN, Fund Name)
  - (m) Take note of and react to Fund Alert Messages

## **7 Contribution Services**

- 7.1 The Client may make Contributions through the Services only by accessing the on-line SUPERClear Site, in which case, the following services will be provided:
- (a) Based on the Contribution Data for a Contribution Period, SuperClear it will identify each Complying Superannuation Fund to be paid relevant portions of the Contribution, the total amount payable to each such Complying Superannuation Fund,

- the employees for whom the Contributions are payable and the amount payable in respect of each employee.
- (b) It will withdraw (via Direct Debit) or receive (via EFT/Direct Credit) the Contribution from Client's bank account.
- (c) If Contribution Data has been provided in full and without error or defect, it will arrange to reconcile matching Contribution Data to the Contribution payment prior to the Cut-Off Time each Business Day (4.00pm).
- (d) If Contribution Data has not been provided in full, or has an error or defect, or there is a mismatch between the Contribution Data and the Contribution payment, it will endeavour to contact the Client within 5 Business Days to resolve the error and either return the Contribution or prepare a re-submission of the Contribution.
- (e) When there is an exact match between the Contribution Data and the Contribution, it will arrange for the Contribution to be allocated to and paid into the account (by EFT or cheque, as applicable) of each nominated Complying Superannuation Fund, accompanied with either an electronic remittance or hard copy that will enable the Complying Superannuation Fund to reconcile the Contribution.
- (f) If the Contribution or the corresponding Contribution Data is not received on a Business Day, it is taken to be received on the next Business Day.
- 7.2 The Client can only use the Services to make Contributions to a Complying Superannuation Fund or Retirement Savings Account. These are funds are regulated and complies with the *Superannuation Industry Supervision (SIS) Act, 1993*.
- 7.3 The Client may need to comply with certain other requirements of a Complying Superannuation Fund before it can make a Contribution to it. For example, it may be a requirement of some Complying Superannuation Funds that a Client (who is the employer) be registered with that Superannuation Fund before Contributions can be accepted. Messages will be published identifying Complying Superannuation Funds which require prior employer registration, but it is the Client's responsibility to meet the registration requirements before making a Contribution.
- 7.4 SuperChoice will use reasonable endeavours to arrange payment of the Contribution to the account of each Complying Superannuation Fund within 10 Business Days of receiving accurate and compliant Contribution Data.
- 7.5 SuperChoice may, at any time and without notice, add or remove or make changes to the SuperChoice Services but only to enhance or improve the Services.
- 8 Making Contributions through the SUPERClear Services**
- 8.1 By Direct Credit (EFT).
- (a) When Client authorises a Contribution, we will issue the Client with a Payment Reference Number (PRN) and display the Account Number that is to receive the Contribution for ultimate distribution to the various Complying Superannuation Funds.
- (b) Client must include the PRN with the payment to the correct account number with its Bank transaction so that we can match the Bank transaction to the contribution.
- (c) Failure to supply the PRN may mean that we are unable to match the transaction and may cause delays.

- (d) In such a case, AAS will endeavour to contact the Client within 5 Business Days, but failure to supply the PRN may result in a delay of up to 20 Business Days before the Contribution is distributed to the various Complying Superannuation Funds.
- (e) If the EFT is successfully allocated to the correct Account Number and with the correct PRN, SUPERClear will issue a status update which will appear on the Client's Contribution processing screen.
- (f) We take no responsibility for delays caused by a failure to supply a correct PRN or to allocate a payment to an incorrect Account Number.

#### 8.2 By Direct Debit

- (a) A valid Direct Debit Request (a lodgement form for which appears after these Terms and Conditions) must be in place to make a Contribution by Direct Debit. If Client cancels or revokes the Direct Debit Request or Client's Bank Account is closed or is not suitable for Direct Debit or has insufficient funds, SuperChoice will be unable to provide the Services.
- (b) Client must make sure that its Bank Account remains open and it has sufficient funds to cover the Contribution payment. If the financial institution dishonours the debit, it may charge the Client fees.
- (c) Client must complete and send a new Direct Debit Request lodgement form to SuperChoice if it changes its bank account details.

## 9 Contribution Data Services - Obligations

### 9.1 Client obligations

- (a) It is a Client's obligation to provide Contribution Data and the Contribution payment in a timeframe that ensures the Client will meet its obligations under the Superannuation Guarantee Administration Act (SGAA) 1992., which requires employers to make Superannuation Contributions on behalf of their employees each quarter by the 28<sup>th</sup> of the month following the end of the quarter for which the Contribution is made. Client must make Contributions well before the 28<sup>th</sup> day of the month following the relevant quarter to ensure sufficient time is allowed for the clearing of funds to meet the statutory deadline. SuperChoice suggests making Contributions at least 10 Business Days before the deadline.
- (b) If the Client believes there has been a mistake in the Contribution Data, such as the amount of a Contribution or a PRN etc, it must notify AAS immediately. Any delay in notifying AAS may prejudice the ability to rectify the error. Similarly, if Client believes that Contribution Data or a Contribution has been incorrectly allocated by SuperChoice, it must immediately notify AAS.

### 9.2 SuperChoice obligations

- (a) SuperChoice will transfer correctly submitted Contribution Data to the relevant superannuation fund within a maximum of 5 Business Days.
- (b) AAS will notify the Client within 5 Business Days if it becomes aware of incorrectly supplied or inaccurate Contribution Data or if the Bank transaction fails to match the Contribution Data.

- (c) SuperChoice will make all reasonable endeavours but has no responsibility if incorrect Contribution Data is submitted by Client.

## 10 Delayed Contributions

10.1 Delays in dealing with Contributions may occur:

- (a) If the Contribution Data and Contribution are received on a non Business Day.
- (b) If the Contribution Data (and Contribution) is received after the Cut-Off time on a Business Day.
- (c) Other circumstances identified below.

## 11 Unsuccessful and Mistaken Contributions

11.1 Submitted Contribution Data generally cannot be cancelled or changed except in the circumstances outlined below.

- (a) Contribution Data may not be promptly and successfully processed online if there is an error in the Contribution Data.
- (i) In limited circumstances the Client may be able to correct an error and re-submit Contribution Data if the Contribution has not been processed.
- (ii) Client must notify AAS before Cut-Off time on the same day if it wishes to stop a Contribution.
- (iii) If Client receives notice that a Contribution has been dishonoured (e.g. because of insufficient cleared funds in bank account), The Client will bear all costs in relation to the dishonour.
  - (b) If a technical error prevents processing the Contribution (to the Superannuation Fund) AAS will notify the Client after receiving notice that the file has been rejected and either correct the technical errors or create a

replacement Contribution. If the technical error cannot be corrected, SuperChoice will notify Client immediately.

- (c) If any Contribution is not accepted or is returned by the Complying Superannuation Fund, and we are unable to resolve the problem within 10 Business Days of receipt of the returned payment, we will refund the money to the Client's Bank Account and notify the Client of the error by email), in which event the Client must resolve the issue with the Fund and re-submit the Contribution.

## 12 Data Maintenance

12.1 We will:

- (a) maintain at least 7 years of Client Data on-line at any point in time.
- (b) use best endeavours to ensure that the Client has access to the Data at all times except during scheduled or emergency downtime.

## 13 Confidentiality of Data

13.1 SuperChoice is committed to the protection of the confidentiality of the Client Data and will collect, record and disclose it only as outlined in its Privacy Policy, a copy of which the Client may obtain upon request.

13.2 Client agrees that SuperChoice may contact and liaise with third parties about Client Data for the purpose of providing the SUPERClear Services.

13.3 SuperChoice may disclose Client Data.

- (a) To relevant employees, it's payment agent and to superannuation funds for the purposes of providing the SUPERClear Services
- (b) To legal advisers, auditors and other consultants of either party

- (c) If it is required to disclose the information by law or by a regulatory body or in connection with any legal proceedings

However, subject to any law, SuperChoice's liability for breach of that term will be limited to, at AAS's election, either the resupply of services or payment of the cost of resupplying the services.

#### **14 Production of Data**

- 14.1 If required by any law or any judicial, regulatory, administrative or similar body (whether foreign or Australian), SuperChoice will produce reports and information, answer enquiries, attend court and meetings and deal with any similar requests, provided that, where permitted by law, we notify the Client prior to actioning any request.
- 14.2 The Client must pay current standard rates, its costs and expenses (including the costs of legal and other professional advice) which SuperChoice incurs in complying with a request.

#### **15 Fees & Charges**

- 15.1 The Client must pay the fees set out in the Fund Guide (Part two of the PDS).
- 15.2 This fee is payable either by the employer or your fund.
- 15.3 If the fees are not expressed to be GST inclusive, the amount is increased by an amount equal to the GST payable.
- 15.4 The Client acknowledges it may incur bank fees from its bank for any Contributions made or that fail to be made because of insufficient funds or other irregularity.
- 15.5 SuperChoice reserves the right to increase its fees and charges but will not do so without providing at least 30 days written notice.

#### **16 Warranties**

- 16.1 To the fullest extent permitted by law, all warranties, conditions and representations that are not expressly included in these Terms and Conditions or in the PDS are excluded. Where any law implies in this agreement any term that cannot be excluded or modified, such term is deemed to be included.

#### **17 Limits to SuperChoice Liability**

- 17.1 SuperChoice is not liable:
  - (a) for any loss of funds resulting from incomplete or inaccurate Contribution Data or non-matching Contributions that directly lead to either delays or mistaken and unsuccessful transactions.
  - (b) for any loss of funds or any interception of data through any unauthorised access to Client's bank account or Client Data unless we caused or contributed to such loss by any negligent or wilful act on the part of its employees or contractors.
- 17.2 Client's Liability
  - (a) The Client must indemnify SuperChoice against any loss, liability or damage which SuperChoice may suffer arising from the Client's or its User's failure to observe obligations under this agreement or arising from the Client or its User acting negligently or fraudulently when accessing and using the SUPERClear Services.

#### **18 Limit to Client's and SuperChoice's Liability**

- 18.1 To the fullest extent permitted by law, in no circumstances will either the Client or SuperChoice be liable for any special or indirect loss or damage (including consequential loss or loss of profits).
- 18.2 SuperChoice's total liability for any loss or damage for which it may be liable is limited to \$2 million for any one event involving the provision of the Clearing House facility and \$5 million for any

default in the provision of any other SUPERClear Services.

## **19 Termination**

- 19.1 Either party may terminate this Agreement by giving 30 days notice in writing (including by email) to the other party.
- 19.2 SuperChoice may suspend the Services if the Client is in default of any of its obligations until such default is rectified.
- 19.3 The Client may suspend payment of fees if SuperChoice is in default of any of its obligations under this Agreement until such default is rectified.
- 19.4 On termination of this Agreement, and subject to payment of all reasonable fees and expenses calculated at SuperChoice's then standard rates, SuperChoice will provide the Client access to Client's Data.
- 19.5 On termination of this Agreement, the Client will return all hardcopies and delete all electronically stored copies of SuperChoice's documentation and materials.
- 19.6 The parties will meet their own expenses associated with discharging their obligations on termination of the Agreement.

## **20 Changes to the Agreement**

- 20.1 SuperChoice may change this Agreement at its discretion at any time provided it gives 30 days prior written notice. If Client does not agree to any such change, it may forthwith terminate the Agreement.
- 20.2 Notice of any change may be given electronically (including by posting notices on the Employer Nominated Fund website). A paper copy of any such updated information will be provided to you without charge on request.

## **21 General Provisions**

- 21.1 The parties will be deemed to have entered into this Agreement when SuperChoice accepts the Client's Application to receive the SUPERClear Services. The SUPERClear Application appears immediately after these Terms and Conditions.
- 21.2 Entire Agreement: This Agreement, the Direct Debit Lodgement Form (if applicable) and the Product Disclosure Statement constitute the entire agreement of the parties in respect of the SUPERClear Services.
- 21.3 Agents/Contractors: SuperChoice may engage agents or subcontractors to assist it with performing its obligations under the Agreement without the prior consent of the Client. However, SuperChoice remains principally liable under the Agreement.
- 21.4 Assignment: SuperChoice may assign or novate all or any of its rights or obligations under this Agreement without the consent of the Client. The Client may not assign or novate any of its rights or obligations in this Agreement without SuperChoice's prior written consent, which may be withheld or given on such conditions as SuperChoice may in its absolute discretion, deem fit.
- 21.5 Jurisdiction and governing law: This Agreement is governed by the laws in force in New South Wales, the courts of which shall have non-exclusive jurisdiction to determine all matters arising from the Agreement and its performance.