

TECHNICAL SUPPORT & TRAINING SERVICES AGREEMENT BETWEEN HEFFRON (“HEFFRON”) AND XYZ PTY LTD (“XYZ”)

This document sets out the terms and conditions of a technical support and training service provided by Heffron to XYZ.

1. RETAINER SERVICES TO BE PROVIDED BY HEFFRON

Under this Agreement, Heffron agrees to provide the following services for the fee outlined in Section 2:

- Specific technical support on superannuation and related matters (up to X hours per annum), including:
 - telephone response to technical questions
 - research on particular issues
- Dedicated telephone number to ensure priority service;
- Four in-house training sessions per annum with a x focus; and
- Subscription to our electronic newsletter, Heffron Super News.

The time available for telephone and email support (X hours per annum) is measured over each financial year in recognition of the fact that like many practices, XYZ’s need for assistance will be greater in some parts of the year than others. It represents the **maximum** amount of support that will be provided under this agreement.

Our technical team has a wide range of practical experience within the financial services, taxation and accounting industries. Given the range of experiences within the team we are often able to answer questions from outside the core advice areas (eg, corporate, government and public offer superannuation fund issues).

As a general rule we suggest that you ask us your non-core superannuation questions and we will let you know if we have the knowledge and expertise to provide an adequate response.

The in-house training program is structured as follows:

- Each training session is two hours long (1 ½ - 1 ¾ hours of presentation and workshop time plus time for questions).
- The sessions are practical and hands on (workshop style question & answer).
- All attendees are provided with supporting material prepared in connection with the presentation (eg, flow charts, technical papers, etc.)
- Each session is eligible for CPD assessment.

In terms of topics we co-ordinate the topic sessions with the relevant contact at the start of the financial year.

Please note that the technical support does not include provision of template documents, written advice etc although this can be provided separately as outlined in Section 3.

2. RETAINER FEE

The fee is \$X per quarter (including GST), billed by direct debit quarterly in advance.

We envisage no changes in the overall fee for the immediate future, other than indexing it to inflation. Increases would be determined in July each year, based on the increase in Average Weekly Ordinary Time Earnings over the most recent 12 month period for which relevant statistics are available.

The fees quoted above are guaranteed until at least 1 July 200X.

3. SERVICES FOR WHICH ADDITIONAL FEES ARE PAYABLE

There are many services Heffron is able to provide that are not included in Section 1 and are therefore not covered by the retainer fee set out in Section 2. We can, however, offer these services as a separate exercise and our normal costs would apply. They include, among other things:

- Attendance at client meetings or client phone conferences;
- Provision of written advice on specific issues;
- Document preparation services (for example, establishment of new superannuation funds, superannuation pensions, death benefit nominations etc);
- Provision of template client newsletters;
- Actuarial certifications for pension funds; and
- Ad hoc support over and above the agreed maximum of X hours per annum.

Some of these services are charged on the basis of a fixed fee while others are provided on an hourly rate basis. We can provide details in relation to specific services on request.

4. VARIATION OR TERMINATION OF THIS AGREEMENT

The minimum term of this Agreement is twelve months from the date of commencement (1 X 200X). After that time, this Agreement may be terminated by either party at any time by giving one month's notice in writing.

On termination of this Agreement, all relevant files and records will remain the property of Heffron, in accordance with Heffron's professional indemnity insurance requirements.

5. RESPONSIBILITY

Each member of our Technical Services Team specialises in the self managed superannuation fund arena and has extensive experience in both technical and practical aspects of superannuation and related matters. Currently our team members include Meg Heffron, Leigh Mansell and Tod Fankhauser.

We will assign a member of the Technical Services Team to you as your primary contact.

6. REPORTING

Heffron will provide XYZ with an annual report noting the relevant telephone and email support queries received during the previous year.

7. COMMENCEMENT DATE

1 X 200X

Signed

For and on behalf of Heffron Consulting Pty Ltd

For and on behalf of XYZ Pty Ltd



Direct Debit Request

Heffron Consulting Pty Ltd
ABN: 88 084 734 261
AFS Licence No: 241739

PO Box 20
North Maitland NSW 2320
Phone: (02) 4930 2100
Fax: (02) 4930 2199

Office Use Only

Date Processed:
Details Checked By:

Request and Authority to debit the account named below to pay Heffron Consulting Pty Limited

Request and Authority to debit

Your Business name _____

Your ABN _____ *you*"

request and authorise Heffron Consulting Pty Limited [Debit User Identification 333178] to arrange, through its own financial institution, a debit to your nominated account any amount Heffron Consulting Pty Limited, has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

Insert details of account to be debited

Name/s on account _____

BSB number (Must be 6 Digits) |_|_|_|_|_| - |_|_|_|_|_|

Account number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Acknowledgment

By *signing and/or* providing us with a *valid instruction* in respect to *your* Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Heffron Consulting Pty Limited as set out in this Request and in your Direct Debit Request Service Agreement.

Payment Details

Debits may be made 14 days after the issue of a Tax invoice.

Insert your signature and address

Signature _____

(If signing for a company, sign, print full name and capacity for signing eg. director)

Address _____

Date ___ / ___ / ___



Direct Debit Request Service Agreement

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ABN: 88 084 734 261
AFS Licence No: 241739

PO Box 20
North Maitland NSW 2320
Phone: (02) 4930 2100
Fax: (02) 4930 2199

The following is your Direct Debit Service Agreement with Heffron Consulting Pty Limited [ABN:88 084 734 261]. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

Account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you* (and includes any form PD_C approved for use in the *transitional period*)

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.

us or *we* means Heffron Consulting Pty Limited, (the Debit User) *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 *We* will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *direct debit request*, a Tax Invoice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*.
If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Amendments by us

- 2.1 *We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days' written notice.

3. Amendments by you

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 4930 2100 and confirming the details in writing.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 3 working days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* 5 working days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance. *You* may also contact your own financial institution.

- 4. Your obligations**
- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
- (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If Heffron Consulting Pty Limited is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Heffron Consulting Pty Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5 Dispute**
- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 02 4930 2100 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.
- 6. Accounts**
- You* should check:
- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
 - (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
 - (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.
- 7. Confidentiality**
- 7.1 *We* will keep any information (including *your account* details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 *We* will only disclose information that *we* have about *you*:
- (a) to the extent specifically required by law; or
 - (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim), or
 - (c) for the purposes of completing statutory audits.
- 8. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to: Accounts, Heffron Consulting Pty Limited, PO Box 20, NORTH MAITLAND NSW 2320
Or email: accounts@heffron.com.au
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received on the third *banking* day after posting.