



Specialist Accreditation Program

SMSF Specialist Auditor™ - Rules and
Conditions

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Section 1: Why Become a SPAA Accredited SMSF Specialist Auditor?

1.1 Benefits of Accreditation

As a SMSF Specialist Auditor™ you will:



- Gain public and professional recognition as an accredited SMSF Specialist.
- Capture new business opportunities with SPAA's national marketing campaigns.
- Utilize SMSF Specialist Logos on your marketing material and business cards.
- Have a voice through SPAA's advocacy with government and regulators.
- Continually receive comprehensive specialist SMSF knowledge and skills.
- Keep informed of legislative changes and receive technical support services.

1.2 Promoting your Accreditation

Once you have achieved the SMSF Specialist Auditor™ status, SPAA will publish your details on the SPAA website in the 'Find a Professional' search. The general public and other professionals will be able to access your name and contact details from this register or alternatively send you an enquiry direct via the "Online Enquiry Form"

You will also be provided with access to the Resource Portal for Specialist Members which contains the relevant Specialist logos and guidelines for its use. Following SPAA approval of your proposed usage of these marks, you will be able to use the SPAA Certified Mark SMSF Specialist Auditor™ and SSAud™ post nominal as prescribed by SPAA.

Please refer to Part 6.7 of the Terms and Conditions in this document for further information about the "Use of Marks and Certificate Approval".

Section 2: SMSF Specialist Auditor™ Program

2.1 Overview

The SPAA Accreditation Program recognizes and accredits SMSF experts currently working in the SMSF industry. The accreditation program is not designed to be an educational experience; therefore study material is not supplied. It is expected that an applicant will already have completed SMSF education and have attained an appropriate level of knowledge and experience prior to entry into the program.

The accreditation program is a process of verification and testing to ensure the applicant's knowledge and experience is at an appropriate standard for SPAA specialist recognition.

The SMSF Specialist Auditor™ program addresses the following three (3) key areas:

1. SMSF Auditor Knowledge - Examination
2. SMSF Auditor Experience; and
3. SMSF/Auditor Structured Training.

2.2 Professional Standards Committee (PSC)

The Professional Standards Committee (PSC) is responsible for overseeing the SMSF Specialist Auditor™ program for the SMSF Professionals' Association of Australia Limited (SPAA).

- In the event of any dispute, the SPAA PSC Chair, on behalf of the SPAA Board, will have the final veto.
- The accreditation program is subject to on-going update, interpretive clarification and review. All changes impacting on your accreditation will be conveyed to you prior to the change being implemented.
- The accreditation certification criteria is issued and controlled by the issue date on the certificate.

2.3 Program Components and Timeframes

SMSF Specialist Auditor™ Program consists of two (2) components:

1. Online examination; and
2. SSAud Program Questionnaire

Applicants are required to successfully complete the Program within two (2) months of registering. The Online Exam and the SSAud Program Questionnaire must both be successfully completed within this timeframe.

Applicants who fail to complete the Program within the two (2) month timeframe will be eligible to apply for a further two (2) month extension, thus incurring a \$220 (GST Inc.) Extension Fee. The Extension fee may be incurred due to delays in successfully completing either the Online Exam; the Questionnaire or both.

If an applicant has not successfully completed the Program within four (4) months of registering, all fees paid and results already earned will be forfeited. In this instance should an applicant wish to re-enter the Specialist Program in the future the same conditions for new entrants will apply. That is, all application fees will be required and both components of the Program will need to be completed in full.

If for any reason you are unable to meet these timeframes you will be required to formalize in writing your request for an extension. All such requests will be reviewed by the PSC.

2.4 Eligibility Criteria

To be eligible to undertake the SMSF Specialist Auditor™ program you must satisfy the requirements listed in Table 1.

Table 1	All candidates
Be a SPAA General Member or SPAA SMSF Specialist Advisor.	✓
Maintain adequate professional indemnity insurance for the SMSF professional auditor	✓
Structured Training: Have attended a minimum of 40 hours of structured SMSF training in the past 3 years, of which at least 8 hours is structured audit training	✓
Practical SMSF Audit experience: Have completed 300 hours of practical SMSF audit experience in the past 3 years, of which at least 150 hours is in a senior or supervisory role; [OR] Have signed-off as the "Approved Auditor" on 20 or more SMSF audits in the past 12 months	✓

Supply two written character references	✓
Agree to conduct SMSF audits in accordance with the SPAA Standards of Professional Conduct for SMSF Specialist Auditors	✓
Agree to conduct SMSF audits in accordance with Guidance Statement GS 009 Financial & Compliance Audits of Self-Managed Superannuation Funds issued by the Auditing and Assurance Standards Board	✓
Agree to satisfy SPAA's Continuing Professional Development and Quality Review Program requirements	✓
Must be of good fame, integrity and character	✓

* For information on how to become a SPAA General Member please refer to the SPAA website (www.spaa.asn.au) or phone our Membership Team on (08) 8205 1950

2.5 The Accreditation Process

2.5.1 Joining the Accreditation Program

Members can join the Program in any of the following ways:

- Online via the SPAA website www.spaa.asn.au
- Download the SMSF Specialist Auditor™ Program Information & Enrolment Form from the SPAA website and complete the Agreement & Payment Form and submit together with your payment to SPAA
- Phone SPAA Head Office on (08) 8205 1900 or Toll Free 1300 779 096
- Email enquiries@spaa.asn.au to register your interest.

Upon receipt of an application SPAA will email a response accepting the member into the Program and provide all the relevant information. This email will contain information about how to complete the Online Exam, unique login details for access to the SPAA Online Exam Centre and SSAud Program Questionnaire which is to be completed and submitted to SPAA.

2.5.2 Online Exam

SPAA's online examination process is fully supervised. Applicants are required to nominate a suitable examination supervisor who is responsible for ensuring that SPAA's examination conditions are adhered to. The SPAA Online Examination Centre provides both the applicant and the examination supervisor the convenience of deciding when and where the examination is to be conducted.

The Online Exam is two (2) hours in duration and consists of 120 multiple choice questions only. Each question has only one (1) correct answer.

To assist in the exam preparation SPAA provides 25 multiple choice practice questions to give SSAud candidates an indication of the style of questions in the Online Exam.

Applicants are required to achieve a result of 50% or greater in the Online Exam.

Successful Result	50% or greater
Applicant will be required to re-sit the Online Exam	49% or less

Upon completion, the Online Exam will be assessed and the applicant will receive notification of their result within five (5) working days. Applicants are permitted a total of two (2) attempts to pass the Online Exam.

In accordance with the timeframes in point 2.3 above, applicants will not incur the Extension fee of \$220.00 (GST Inc.) if both attempts (where necessary) are made within two (2) months of entering the Program. Any exam attempts that are made more than two (2) months after entering the Program will incur the Extension fee. SPAA therefore encourages all Program candidates to attempt the Online Exam as soon as possible after entering the Program to leave sufficient time for re-sits, if necessary, without incurring the Extension fee.

2.5.3 **SSAud Program Questionnaire**

After registering for the Program applicants will receive the SSAud Program Questionnaire.

At the time of completing this questionnaire you are required to provide details for two (2) referees who are willing to support your application for specialisation, provide details of your SMSF audit experience and record details of your structured SMSF training activities. SPAA will then review your completed questionnaire, conduct phone interviews with your nominated referees to ensure the eligibility criteria is met. Please see more information about these components below:

Referee Check

Applicants are required to provide the details for two (2) referees who are willing to support their application for specialist accreditation. Referees must meet the following criteria:

- Relationship to candidate must be in the capacity of professional associate, co-worker/peer or manager/supervisor.
- The professional relationship must have existed for a period longer than 2 years. SPAA will carry out short referee checks via telephone to verify the details above and professional credibility.

SMSF Structured Training Information

As per the SSAud Program Eligibility Criteria, applicants are required to have attended a minimum of 40 hours of structured SMSF training in the past 3 years, of which at least 8 hours is structured audit training.

Applicants will be provided a SSAud Structured Training record form with the SSAud Program Questionnaire on which you will be required to provide details of the structured SMSF training you have undertaken in the three (3) years immediately prior the date you joined the SSAud Accreditation Program. The completed form will need to be submitted for review with your completed Questionnaire.

SMSF Audit Experience

As per the SSAud Program Eligibility Criteria, applicants are required to have completed 300 hours of practical SMSF audit experience in the past 3 years, of which at least 150 hours is in a senior or supervisory role; **[OR]** have signed-off as the "Approved Auditor" on 20 SMSF audits in the past 12 months.

Applicants are required to provide details in the Questionnaire for the three (3) year period immediately prior the date they joined the SSAud Accreditation Program.

In accordance with point 2.3 above, applicants will not incur the Extension of \$220 (GST Inc.), if they meet the requirements of the Questionnaire within the two (2) month timeframe. If an applicant provides any information more than two (2) months after entering the Program, the Extension fee will apply. SPAA therefore encourages all Program candidates to submit their completed Questionnaire as soon as possible after entering into the Program.

Where an applicant is unable to provide further satisfactory information, there may be a recommendation for additional CPD training. Should this additional CPD take place

outside of the two (2) month timeframe, the Extension fee will apply. PSC approval is required if you are unable to undertake sufficient CPD within the six (6) month timeframe.

2.5.4 **Notification of Accreditation Results**

Applicants will be advised of the results of their Specialist Accreditation application as follows:

Successful Result	<p>Applicant receives:</p> <ul style="list-style-type: none"> • SMSF Specialist Auditor™ evaluation report and letter via email • Certificate of SMSF Specialist Auditor™ • Logos and relevant usage guidelines • Inclusion on SPAA website via Specialist Search • Acknowledgement in SPAA Member Newsletter
Unsuccessful Result	<p>Applicant receives:</p> <ul style="list-style-type: none"> • SMSF Specialist Auditor™ evaluation report and letter

2.6 **How Much does it Cost? (Schedule of Fees)**

Fees (Inc. GST)		When they are Payable
Administration Fee	\$240.00	These fees cover the initial application, online exam and questionnaire components of the SMSF Specialist Auditor™ program. The fees are payable to SPAA on initial application.
Online Exam Sitting Fee	\$485.00	
SMSF Specialist Auditor™ Accreditation & Certification Fee	\$485.00	
Extension Fee	\$220.00	This fee is payable if the applicant has not successfully completed the SPAA Specialist Accreditation Program within the required two (2) month timeframe. This fee grants the applicant a four (4) month extension.
Annual Specialist Membership Fee	\$680.00	The Specialist Member fee is the same as the General Member fee, therefore assuming that membership dues have been paid for the current membership year, no additional charges will apply.
Quality Review Program (QRP)	<p>Parts 1 & 2 -No Charge</p> <p>Part 3 – At member's expense</p>	<p>A random annual review of up to 10% of all members will be conducted each year to maintain the integrity of the SPAA Specialist Accreditation Program.</p> <p>Please refer to the SPAA website for more information about the SPAA QRP. Parts 1 & 2 will incur no charge. If Part 3 is necessary, the face-to-face interview will be conducted at the member's</p>

		expense.
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2.7 Circumstances Affecting the Accreditation

2.7.1 Updates or Changes Impacting your Accreditation

Should a member's personal details or professional circumstances change in such a way that will materially affect their SMSF Specialist Auditor™ accreditation, they must notify SPAA in writing within 4 weeks of the change (email is acceptable). The notification is to include the specific change(s); and the impact of the change(s) on the SMSF Specialist Auditor™ accreditation.

Actions include, but are not limited to:

- Recommendations from the Professional Standards Committee regarding change in your status.
- Notification of any changes to the National Register which hold your details.

2.7.2 Suspension, Withdrawal or Cancellation of your Certificate

SPAA has the right to suspend, withdraw or cancel the Certificate for your accreditation as a SMSF Specialist Auditor™ at any time. The Certificate may be suspended if:

- The Professional Standards Committee authorizes a suspension.
- A member misuses the Certification Marks.
- A member fails to comply with the financial requirements of the Agreement entered into with SPAA.
- A member brings SPAA into disrepute in any way.
- A member fails to comply with the SPAA Constitution, professional guidelines or CPD requirements.

SPAA will assist members to take appropriate remedial action following suspension of their certificate of SMSF Specialist Auditor™ but should a member fail to act within a reasonable time frame the certificate of SMSF Specialist Auditor™ will be withdrawn. SPAA reserves the right to publish the withdrawal of Certification in whatever way it sees fit. Certificates of SMSF Specialist Auditor™ remain the property of SPAA.

2.8 SMSF Specialist Auditor™ Accreditation and your Privacy

Please refer to the SPAA Member Privacy policy on the SPAA website at www.spaa.asn.au.

In addition to the above policy, if circumstances arise which SPAA determine require further investigation, SPAA may:

- Seek a credit check of your personal and professional background; and/or
- Seek a police check of your personal background; and/or
- Seek information from other related regulators about your professional background.

SPAA will keep records of the above and may provide this information to the Regulator where any legal obligation is incurred. By applying for the SMSF Specialist Auditor™ designation you consent for SPAA to undertake the above background checks and research when required. If required, members will be notified prior to these checks occurring.

Section 3: Continuing Professional Development (CPD) Requirements

3.1 What are the Continuing Professional Development (CPD) Requirements?

All SPAA members are required to comply with the SPAA CPD Policy. For further information please refer to the SPAA website at www.spaa.asn.au.

Section 4: Quality Review Program (QRP)

4.1 What is the QRP?

All SPAA members are also required to comply with the SPAA Quality Review Program (QRP).

SPAA will randomly select 10% of members per annum for a quality review audit as part of SPAA's QRP. In addition to a self-assessment of practice processes the quality review audit will review your CPD records against the mandatory requirements in the SPAA CPD Policy. If you are selected for a quality review audit you will be notified by email. At this time you will be given further information on what will be required.

Quality reviews may also be conducted at the discretion of the SPAA Professional Standards Committee (PSC) or as part of a disciplinary process.

For further information please refer to the SPAA website at www.spaa.asn.au

Section 5: Professional Indemnity Insurance

5.1 Professional Indemnity Insurance Requirements

SPAA SMSF Specialist Auditors must hold adequate Professional Indemnity insurance in relation to the SMSF professional services provided.

Professional Indemnity insurance is compulsory for all SMSF Specialist Auditor Program applicants and holders of a current SMSF Specialist Auditor designation. Members need to consider (in discussion with their insurance brokers or other advisers) what is an adequate type and level of cover for their particular circumstances. It is the member's responsibility to ensure the services they provide are covered by valid and binding PI insurance.

Section 6: SMSF Specialist Auditor™ Terms and Conditions

6.1 Responsibilities

- 6.1.1 As a party to this Agreement, you shall provide SPAA with all documents, information and facilities as necessary to enable SPAA to provide the services under this Agreement.
- 6.1.2 As a party to this Agreement, SPAA shall provide reviews, evaluation, testing and, if satisfactory, recommendation of Accreditation in accordance with the SMSF Specialist Auditor™ program. Please note that, in pursuit of its policy of constant improvement, SPAA reserves the right to modify their procedures.
- 6.1.3 You hereby warrant and covenant with SPAA that you will at all times during the life of the Agreement comply with all reasonable requirements necessary for the issuance of the Certification by the Professional Standards Committee, including (but without prejudice to the generality thereof) to all statutes, rules, regulations issued by any statutory or other Government or Regulatory authority, all recommendations, standards, codes or similar matters issued by any authority pursuant to which, in compliance of which, or for the purpose of which Certification is issued or such other reasonable requirements of SPAA as are necessary to enable SMSF Specialist Auditor™ accreditation to be issued and maintained.

- 6.1.4 You hereby warrant the completeness and accuracy of all documents and information supplied to SPAA for the purposes of this Agreement. You also undertake to notify SPAA in writing of any conditions, which would or could affect SPAA's decision to issue a recommendation to the Professional Standards Committee for the maintenance of SMSF Specialist Auditor™ accreditation (this includes major complaints). SPAA shall also be given access to all material in relation to the above.
- 6.1.5 If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by any Court such determination and consequential severance (if any) shall not invalidate the rest of the Agreement which shall remain in full force and effect as if such terms and provision had not been made a part thereof.
- 6.1.6 Should any clause of this Agreement conflict with any requirement of the Trade Practices Act, Fair Trading Act or other as applicable, then that clause should be severed from the Agreement but the remainder of the Agreement shall remain in force.

6.2 Terms of Payment

- 6.2.1 Fees are defined or referred to in the Schedule of Fees and signing the 'Agreement Form' confirms acceptance of the Schedule of Fees and the Terms and Conditions.
- 6.2.2 SPAA reserves the right to change the SMSF Specialist Auditor™ program fees. These will be reviewed on a regular basis. You will be given prior written notice of any proposed change.
- 6.2.3 Any travel costs and expenses incurred, unless agreed otherwise, are inclusive of transport within Sydney, Canberra, Melbourne, Brisbane, Adelaide, Hobart, Darwin and Perth metropolitan areas. Other travel costs and expenses will be charged as per quotation.
- 6.2.4 Should you postpone or cancel mutually agreed arrangements, SPAA shall reserve the right to charge a fee equivalent to 50% of the total of the fee chargeable for the agreed arrangement. This sum may not be discounted off future chargeable amounts.
- 6.2.5 The SPAA Administration fee, Exam Sitting fee and Certification fee (which are charged in advance) are not refundable or part refundable without Professional Standards Committee approval.
- 6.2.6 Please note that the Professional Standards Committee cannot recommend Accreditation until all due payments have been received.

6.3 Liability

- 6.3.1 To the extent permitted by law, SPAA will not be responsible in tort, contract or otherwise for any loss or damage, including for any personal injuries or death, or any consequential loss, loss of markets and pure economic loss suffered by you, whether or not the loss or damage occurs in the course of performance by SPAA of this Agreement or other services or in events which are in the contemplation of SPAA and/or you the member or in events which are foreseeable by SPAA and/or you the member.
- 6.3.2 To the extent that liability has not been effectively excluded by the preceding clause, then SPAA limits its liability to:
- The supply of the particular service again; or
 - The payment of the cost of supplying the particular service again, at the election of SPAA.

6.4 Indemnity

- 6.4.1 You shall indemnify and hold harmless SPAA, its officers, directors, employees and agents from and against any claim, action and demand (including reasonable solicitor fees, costs and expenses on a solicitor/SPAA member basis) by any person for personal injury or death or damage to property by whomsoever owned or financial loss suffered by any person arising from:
- The services provided by SPAA except to the extent that such claims are caused by the neglect, fraud or misadventure by SPAA;
 - The use or misuse by you of any certificate, licence, mark or conformity provided by SPAA in accordance with this Agreement;
 - Any breach of this Agreement.

6.5 Confidentiality

- 6.5.1 Except as may be required by the Regulator or any Law and the conditions herein, both SPAA and you the member will treat the program as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.

6.6 Legal Requirements

- 6.6.1 This Agreement is governed by the Laws of the Commonwealth of Australia and the parties submit to the jurisdiction of the High Court of Australia and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party as herein above appearing or as may be subsequently notified by the other.

6.7 Use of Marks and Certificate Approval

- 6.7.1 All intellectual property in relation to the SPAA Accreditation Program remains the property of SPAA and shall not pass to any other person, member, service provider or organization. The Accreditation program shall remain the property of SPAA. The Certificate of SMSF Specialist Auditor™ and the Certified Mark shall remain the property of SPAA, but be displayed by you the member.
- 6.7.2 Permission to continue using the Certificate of SMSF Specialist Auditor™ and the Certified Mark may be withdrawn in cases where the Professional Standards Committee has decreed that you will be removed from Specialization. The certificate shall be returned by you to SPAA when requested in a timely manner.
- 6.7.3 The SPAA Trade Mark shall only be used upon the SPAA approval. You must request approval of the usage of the designation prior to any market usage.
- 6.7.4 Certificates of SMSF Specialist Auditor™ are issued or re-issued upon successful completion of evaluation and all payment of relevant fees.
- 6.7.5 The Certificate may not be changed or altered, unless you have specific authority from the Professional Standards Committee. Reference to a Certificate of SMSF Specialist Auditor™ shall always be made with the Standard against which SMSF Specialist Auditor™ was granted as follows;
- SMSF Specialist Auditor™ and SSAud (Membership No: SPAAXXXX)
- 6.7.6 You shall be entitled to display the Certificate at the place of work, website or in any promotional or advertising material pertaining to you as an individual. It must always be used in conjunction with your name and cannot be used for any other purpose. You will be required to meet the SPAA usage guide. Photocopies of Certificates for disclosure purposes only are permitted.
- 6.7.7 Certificates of SMSF Specialist Auditor™ are only issued by SPAA.

6.8 'Using your SPAA Specialist Member Accreditation Marks' Guide

(Note: Please check with the SPAA office)

- 6.8.1 SPAA members having achieved SMSF Specialist Auditor™ designation will have access to the Resource Portal for Specialist Members which contains information on the use of SPAA branding. We are proud of the SPAA Specialist logo as it defines the identity of specialist SMSF Auditors and will become highly visible in the marketplace. We seek your assistance in working with us, to maintain a consistent and high quality appearance in all applications. It is important to appreciate that our logo is our corporate signature and like any signature, we are conscious of where it appears and how it is used. You may use the SPAA Certified Mark – SSAud® and the SMSF Specialist Auditor™ and SSAud® as a Post Nominal Designation.
- 6.8.2 SMSF Specialist Auditor™ Mark(s) must be used in accordance with the SPAA usage guidelines. Proofs must be submitted to SPAA for approval prior to production. The Specialist Marks may be used on business stationery, literature or other publicity material pertaining only to the individual member. They shall not be held out or passed off in any way that would breach the program rules and SPAA ethics. They shall not be used on a product, or in any way that may be interpreted as denoting product compliance, performance, quality level or other characteristic of the product/service/advise. The Marks shall be reproduced in

their entirety and shall not be changed in any way without written consent of the Chairman of SPAA or the Chief Executive Officer of SPAA. To ensure the correct usage of the logo and to preserve the image and positioning of the Specialist designation, use of the logo is permitted as follows:

- The Specialist designation is granted to the individual; not the corporation, firm or organisation therefore public display and/or signage of the SMSF Specialist Auditor™ must clearly indicate that the certification is to the individual and NOT the firm. Such display and/or signage shall not mislead the public into believing otherwise.
- Electronic copies of the SPAA SMSF Specialist logo may be obtained from the Resource Portal for Specialist members on the website. Reproduction of the Specialist logo as shown on the copy must always remain intact. That is, the graphic must not be separated from the descriptor.
- The protocol for using the Specialist designation in conjunction with educational qualifications and SPAA membership should be as follows:
 - A. Educational qualification
 - B. SPAA membership specialist designation - Accredited Mark
E.g.: Mary Citizen BA (Eco) SSAud®

6.9 Colours

6.9.1 The SPAA Marks shall only be printed using either of the SPAA colour codes. The SPAA SMSF Specialist logo may be used in the following mono colours:

SPAA registered Colours – refer to details in user guidelines.

-Grey scale

-Blue

Note: The artwork will be supplied with the original issue of the Certificate of SMSF Specialist Auditor™.

Section 7: Appeals Procedure

7.1 General

7.1.1 Any SPAA member or Third Party has the right to appeal against decisions of the Professional Standards Committee on the following grounds:

- Refusal of an application for SMSF Specialist Auditor™;
- Withdrawal or suspension of SMSF Specialist Auditor™;
- Non acceptance of the scope, or part of the scope, of SMSF Specialist Auditor™;
- Third Party appeal against SPAA's decision to grant SMSF Specialist Auditor™ status to a SPAA member.

7.1.2 The appeal shall at all stages be treated by all parties as strictly confidential. The cost of the appeal shall be borne by the Appellant should the appeal fail.

7.1.3 Written requests to 'show cause' must be provided to the Professional Standards Committee for any appeal to be considered. All details must be provided and substantiated.

7.1.4 Any SPAA member or Third Party has the right to appeal against decisions of SPAA on the following grounds:

- Refusal to recommend to the Professional Standards Committee;
- Withdrawal or suspension of Recommendation;
- Non acceptance of the scope, or part of the scope of Certification of the SPAA member;
- Third Party appeal against SPAA's decision to recommend a SPAA member.

7.2 Preliminary Actions

- 7.2.1 An Appellant shall convey the appeal in writing to the Chairman of the Professional Standards Committee. Such an appeal shall explain all reasons and be supported by all available documented evidence. It shall be signed by the Appellant's management representative.
- 7.2.2 Upon receipt, the Chairman shall acknowledge receipt in writing, and seek written explanations from the SPAA CEO. These explanations should provide all reasons and be supported if possible by all available documents. It shall also be signed by the SPAA CEO.
- 7.2.3 Upon receipt, the Chairman shall review both submissions and decide on whether the appeal is justified or not. The decision(s) of the Chairman shall be conveyed in writing:
- Should the appeal be successful, i.e. in favour of the Appellant, the CEO shall confirm in writing that the Appeal has been successful. The letter shall explain reasons why the appeal was successful. The CEO of SPAA shall also ensure that internal corrective action is taken;
 - Should the appeal be unjustified, i.e. in favour of SPAA, the Appellant shall be informed in writing and given the opportunity to pursue the matter further via the Appeals Committee. The Appellant shall convey his/her decision in writing to the CEO.
- 7.2.4 The Appellant shall be afforded the right to withdraw the appeal at any stage of the appeal process.

7.3 Subsequent Actions

- 7.3.1 Constitution of the Appeals Committee:
- A SPAA Board representative will be appointed as Chairman of the Committee.
 - A Director of SPAA will be appointed as a member of the committee.
 - Three SPAA members will be appointed as members of the committee. These appointments can be from Industry or Regulatory groups.
 - Committee members shall be required to sign Confidentiality Statements.
 - Appeals Committee Members shall always be independent from the Appellant. Should this not be the case an independent Member or Chairperson shall be appointed by the SPAA Board.
- 7.3.2 The Chairman shall be responsible for the selection of the Appeals Committee members and the constitution of the SPAA Appeals Committee.
- 7.3.3 The Appellant shall be informed of the constitution of the committee, and has the right to reject any chosen member on the basis of conflict of interest only, in which case, an independent replacement shall be agreed between SPAA and the Appellant.
- 7.3.4 Copies of the submissions shall be presented to the Members who shall vote. The Members shall be offered the right to consult specialists in the relevant field. Submissions and voting may be provided and undertaken by correspondence.
- 7.3.5 The decision of the SPAA Appeals Committee shall be unanimous and final. It shall be communicated to the Appellant in writing with all supporting evidence attached.
- 7.3.6 The decision shall be communicated to the Professional Standards Committee for administration purposes.

7.4 Arbitration

- 7.4.1 Any disputes or differences arising between the parties other than as to the payment of fees should be referred to the Australian Commercial Disputes Centre.
- 7.4.2 In the event of the parties being unable to resolve the dispute within 90 days of it being referred to the Australian Commercial Disputes Centre or within such longer period as may be agreed between parties, then the matter shall be referred to arbitration for resolution.
- 7.4.3 An arbitrator shall effect arbitration:
- Agreed upon in writing by the parties within 28 days after a notice is received by SPAA requesting arbitration; or
 - Appointed in accordance with the provisions of the Commercial Arbitration Act.