

# Self Managed Superannuation Fund

## Set-up a new SMSF

Complete this form to request Superannuation Accounting Services to set up a self managed superannuation fund (SMSF)

PLEASE TICK

**Set-up a New SMSF**

SERVICE OPTION (Please select ongoing service)

**Premium SMSF service** - full comprehensive daily administration, accounting, taxation, compliance and audit (including year-end financial accounts, member statements, tax return and audit), and access to online SMSF portfolio.

**Annual compliance service** - year-end financial accounts, member statements, tax return and audit.

### PART 1 PRIMARY CONTACT DETAILS

Title  Mr  Ms  Mrs  Miss

Given name

Surname

Address

Postal address (if different)

Email (required)

I am a  trustee/director  adviser

Telephone

Telephone (after hours)

Mobile

### PART 2 FUND DETAILS

Provide a name for the fund. For example, Citizen Superannuation Fund.

Preferred fund name

 Superannuation Fund

Trustee of the fund  Individual trustee - complete Part 4.

Corporate trustee - complete Part 3 and 4.

**PART 3 CORPORATE TRUSTEE DETAILS**

If a trustee company is required, we can arrange for the incorporation of the company.

Incorporate trustee company

Preferred company name

Second preference company name

Registered address

Specify the individual that will act in these role - indicate by A, B, C, or D from Part 4. For example, if person A is chairman, write A in the box.

Chairman/woman

Secretary

Existing company as trustee

Company name

Registered address

Company ACN/ ABN

           
**PART 4 TRUSTEE AND MEMBER DETAILS**

A SMSF may have up to 4 members and ALL members must be individual trustee or director of the trustee company. If the fund has only 1 member and the trustee is not a company there must be one other individual trustee. A member cannot be employed by another member or trustee unless they are relatives.

**PERSON A**

Title  Mr  Ms  Mrs  Miss

Given name

Surname

Date of birth

TFN

Residential address

Role  Individual trustee  Trustee director  
 Member

Is this member employed by another member and not related?  Yes  No

Are you a disqualified person under superannuation laws?  Yes  No

If we are incorporating the corporate trustee, complete below

Place of birth (city, state, country)

Tick if this person will be a shareholder of the trustee company

beneficial shareholder - 1 ordinary fully paid \$1 share

**PERSON B**

Title  Mr  Ms  Mrs  Miss

Given name

Surname

Date of birth

TFN

Residential address

same as person A

Role  Individual trustee  Trustee director  
 Member

Is this member employed by another member and not related?  Yes  No

Are you a disqualified person under superannuation laws?  Yes  No

If we are incorporating the corporate trustee, complete below

Place of birth (city, state, country)

Tick if this person will be a shareholder of the trustee company

beneficial shareholder - 1 ordinary fully paid \$1 share

**PART 4 TRUSTEE AND MEMBER DETAILS** continued from previous page**PERSON C**Title  Mr  Ms  Mrs  MissGiven name  Surname Date of birth  TFN Residential address  same as person ARole  Individual trustee  Trustee director  
 MemberIs this member employed by another member and not related?  Yes  NoAre you a disqualified person under superannuation laws?  Yes  No

If we are incorporating the corporate trustee, complete below

Place of birth (city, state, country) Tick if this person will be a shareholder of the trustee company  
 beneficial shareholder - 1 ordinary fully paid \$1 share**PERSON D**Title  Mr  Ms  Mrs  MissGiven name  Surname Date of birth  TFN Residential address  same as person ARole  Individual trustee  Trustee director  
 MemberIs this member employed by another member and not related?  Yes  NoAre you a disqualified person under superannuation laws?  Yes  No

If we are incorporating the corporate trustee, complete below

Place of birth (city, state, country) Tick if this person will be a shareholder of the trustee company  
 beneficial shareholder - 1 ordinary fully paid \$1 share**PART 5 CONSENT AND DECLARATION**

I/We consent to act as trustee or director of the trustee company of the self managed superannuation fund. I/We acknowledge and agree that:

- I/We have read and agreed to the terms and conditions appearing on the last page of this form,
- this set-up service is a documentation service only and not advice, and
- Superannuation Accounting Services have not reviewed my needs or the structure of the proposed SMSF and provide no warranty the document is suitable or appropriate for my needs.

Individual trustee and director of corporate trustee - I declare that:

- I have not been convicted at any time of an offence involving dishonesty,
- I have not been the subject of any civil penalty order under the Superannuation Industry (Supervision) Act,
- I am not insolvent under administration, and
- I am not a person disqualified by the Regulator.

Corporate trustee - to the best of my knowledge, I declare that:

- there is no reasonable grounds to suspect that any responsible officer of the body corporate is a disqualified person, and
- no receiver, or receiver and manager, has been appointed, the company has not been placed under official management, no provisional liquidator has been appointed and the company is not being wound up.

I/We instruct Superannuation Accounting Services to provide the necessary documents to establish a SMSF and to complete and lodge the relevant form with the Australian Taxation Office (ATO) on my/our behalf based on the information provided on this form to register the SMSF, elect to be a regulated superannuation fund, apply for an Australian Business number (ABN) and Tax File Number (TFN). I/We understand that the information on this form will be used to complete the registration with the ATO.

I/We appoint and request the services of Superannuation Accounting Services as administrator, accountant, tax agent, and audit by an approved auditor. I/We acknowledge and agree to the terms and conditions appearing on the last page of this form. I/We understand that Superannuation Accounting Services may be required to liaise and lodge documents directly with the Australian Taxation Office in relation to the affairs of the SMSF. I/We consent to Superannuation Accounting Services doing this.

Superannuation Accounting Services (and related entities) will collect, hold and use the personal information contained in this form to provide services to you.

**PART 5** CONSENT AND DECLARATION *continued from previous page*

Date

Trustee/ director name

Trustee/ director name

Trustee/ director name

Trustee/ director name

Signature

Signature

Signature

Signature

**PAYMENT**

Please provide payment details for set-up of the SMSF only.

Payment of ongoing service fee is not required with this form.

- For Premium SMSF service, you will be invoiced after the fund is established on an annual basis.
- For Annual compliance service, you will be invoiced on completion of the year-end financial accounts, member statements, tax return and audit.

Direct deposit

Deposit to our bank account:

BSB: 032 718 Account: 294534

Payment reference: state the surname of person A.

Cheque payment

Make cheque payable to 'Superannuation Accounting Services'.

Credit card

Visa  Mastercard

Card number

Name on card

Please charge \$

Expiry

**RETURN COMPLETED FORM**

- Ensure the form is signed by each trustee.
- To verify identity and signature, please attach a copy of the each trustee's driver license, passport or other form of photo identification.

**Post completed form**

GPO Box 4534  
Sydney NSW 2001

**Fax completed form**

02 9221 0564

**If you need help completing this form,  
call us on 1300 735 254**

**ADVISER DETAILS**

Title  Mr  Ms  Mrs  Miss

Given name

Surname

Firm

Address

Postal address (if different)

Telephone

Facsimile

Mobile

Email (required)

## TERMS AND CONDITIONS

### 1. Definition

In these terms and conditions:

**Adviser** means the adviser or firm named on the form.

**Agreement** means this agreement and any variations.

**Fee schedule** means our current schedule of fees describing the fees that we will charge for our service.

**Financial year** means a period of 12 calendar months ending on 30 June.

**Online web access** means the online SMSF information service provided as part of the Premium SMSF service available from our website, [www.superaccounting.com.au](http://www.superaccounting.com.au).

**We, Us, Our** means Superannuation Accounting Services Pty Ltd.

**You, Your** means the client named on the form and includes any person using our services on your behalf with your authority.

### 2. Our service

We will provide you with the service you have selected. We will charge you, and you agree to pay us, the fees for providing you with services in accordance with our Fee Schedule.

#### (a) Set-up service

You confirm that you have obtained financial, tax and/or legal advice or you do not require advice in respect to setting up a new SMSF.

You acknowledge and agree that our services is a documentation service and we do not review your needs or the structure of the proposed fund and therefore do not warrant that the document is suitable or appropriate for your needs. You agree to indemnify us against any liability, loss, damage or cost that you, any proposed trustee and member or any other person suffers because the document is not suitable or appropriate for your needs.

Upon receiving the completed form and payment, we will proceed to set up a SMSF in accordance with the information supplied on the form, including registering the SMSF with the Australian Taxation Office.

Excluding any warranties and conditions that cannot be excluded or limited, you agree that our liability in respect to setting up a new SMSF is limited to, at our option: re-providing the services, payment of the cost of a service provider to re-provide the services, or refunding the amount of fee paid.

#### (b) Ongoing services

**Premium SMSF service** is a comprehensive administration, accounting, taxation, compliance and audit (including year-end service, year-end financial accounts, member statements, tax return and audit), and access to online SMSF portfolio.

**Annual compliance service** is a end-of-year service, including year-end financial accounts, member statements, tax return and audit.

Our services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional and Ethical Standards Board. Our service cannot be relied upon to disclose irregularities including fraud, other illegal acts or errors that may exist. The financial accounts, member statements and tax return will be prepared exclusively for the benefit of the trustee and member. We do not accept responsibility to any other person. Our liability is limited by a scheme approved under Professional Standards Legislation. Details is available from the Professional Standards Councils' website [www.professionalstandardscouncil.gov.au](http://www.professionalstandardscouncil.gov.au).

### 3. Fees

#### (a) How much will we charge you?

We will charge you the fees described in our Fee Schedule for providing you with service. Our Fee Schedule is available from our website [www.superaccounting.com.au](http://www.superaccounting.com.au).

#### (b) When will we charge you?

**Premium SMSF service** we will charge you the annual fee quarterly in advance on the first day of the each quarter (January, April, July and October) by direct debit. If applicable, charges for additional transactions and other fees as described in our Fee Schedule will be charged after completion of the year-end financial accounts and this is due within 14 days.

**Annual compliance service** we will charge you the annual fee as described in our Fee Schedule after completion of the year-end financial accounts and payment is due within 14 days.

### 4. Your obligations

The SMSF is controlled by the trustee. We do not and have no authority to deal or transact with the SMSF's assets. You agree that the activities of the SMSF will be conducted in accordance with the trust deed and all applicable laws, including the Superannuation Industry (Supervision) Act.

Premium SMSF service, you should use the bank account or broker that is on our list of providers that provide us with overnight transaction data electronically to gain full benefits from our Online access service. However, we do not endorse or recommend these bank account or broker. For any other account or other assets, you will assist us by providing us with documents or information.

Annual compliance service, at the end of the financial year, we will provide you with a year-end kit to make compiling all the documents and records easy. You will assist us by providing us with documents or information that we may request from you.

### 5. Online access

The Online access website allows you to access information regarding your SMSF, including current investment portfolio, bank transactions, details of investment income, asset allocation and details of member benefits.

We will take reasonable steps to ensure the information provided on the website is accurate and current. However, we will not be liable for any loss or damage to you or any person resulting from:

(a) any errors or omission in the information provided to us, including information provided by third parties, and

(b) any delay in processing or updating the information provided or the failure by you to supply the required statement or document to allow us to process or update any information or transaction.

**Online access** continued from previous page

The completeness of the information on the online access website will depend on your investment portfolio, the availability of the information, and when the information is provided to us. The information on the Online access website is not intended to be, and should not be relied upon for the purpose of making investment decisions. You indemnify us against all loss, damage or claims made against us as a direct or indirect result of your reliance upon the information on the Online access website.

We cannot guarantee the continuous uninterrupted online access and access may be temporarily interrupted for maintenance or other reasons. We will not be liable for any loss or damage for interruptions to online access.

There are security measures on the online access website, but we cannot guarantee that in all circumstances that the site or the information contained on the site will not be subject to unauthorised access. We will not be liable for any loss, damage or claims arising from the unauthorised access to the website.

Your Adviser will receive online access.

**6. Privacy**

We are committed to maintaining the confidentiality of your personal information. Information acquired by us in the course of providing you with service is subject to confidentiality requirements. That information will not be disclosed by us to other parties except with your express consent or required by law. You consent to that information being disclosed by us to your Adviser.

In providing you with service, it may be necessary for us to disclose your personal information to external service providers or organisations and you consent to us disclosing your personal information to the following external service providers and organisations: auditors, actuaries, document service provider, Government bodies or authorities, including Australian Taxation Office, and our professional advisers, including consultants or lawyers.

**7. Variation and termination**

We may vary the Fee Schedule or any terms and conditions of this Agreement at any time. We will give you 30 days notice in writing of our intention to vary the fee arrangement or any terms and conditions before the variation takes effect.

You may terminate this Agreement by giving us 30 days written notice. However, if you terminate this Agreement during a financial year (i.e. before the end of the financial year), any fees paid for that financial year is not refundable.

We may terminate this Agreement by giving you 30 days written notice or immediately if you have failed to pay any fees under this Agreement.

If we terminate this Agreement during a financial year (i.e. before the end of the financial year), we will prepare the financial accounts up to 30 June in that financial year and have the tax return for that financial year prepared and lodged, except where you have failed to pay the fees under this Agreement.