

Self Managed Superannuation Fund

SMSF Property Instalment Warrant

Complete this form to request Superannuation Accounting Services to set up a self managed superannuation fund (SMSF) and provide property instalment warrant documentation

SET-UP/INSTALMENT WARRANT SERVICE (Please select)

- Set-up a New SMSF**
- Update existing SMSF deed**
If you have an existing SMSF, you may need to update the trust deed
- Change from individual to corporate trustee**
If you have an existing SMSF and the trustee are individuals, you may need to change the trustee to a company
- SMSF real property instalment warrant documentation and new company as trustee**
Real property instalment warrant documentation and a new company as trustee of the instalment warrant arrangement

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.

ADVISER DETAILS

Title Mr Ms Mrs Miss

I am a Financial adviser Other

Given name

Surname

Telephone

Firm

Facsimile

Address

Mobile

Postal address (if different)

Email (required)

PART 1 PRIMARY CONTACT DETAILSTitle 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 SET-UP A NEW SMSF

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

Preferred fund name

 Superannuation Fund

- Associated persons and entities The trustee of the fund will be the proposed company described in part 3.
 The individuals associated with the proposed SMSF and their roles are described in part 8.

Consent and declaration

I/We understand that the proposed company described in part 3 will be trustee 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.

I/We 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,
- I am not a person disqualified by the Regulator, and
- there is no reasonable grounds to suspect that any responsible officer of the proposed company is a disqualified person.

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.

Date

Person A name

Person B name

Person C name

Person D name

Signature

Signature

Signature

Signature

PART 3 NEW SMSF TRUSTEE COMPANY

Incorporate SMSF trustee company

Preferred company name

Second preference company name

Registered address

Associated persons The individuals associated with the proposed company and their roles are described in part 8.

PART 4 EXISTING SMSF

Fund name

Date of original deed (if known)

Update existing SMSF trust deed? Yes No

PART 5 CHANGE EXISTING SMSF FROM INDIVIDUAL TO CORPORATE TRUSTEE

Incorporate trustee company and change from individual to corporate trustee

Existing SMSF individual trustee details

Title Mr Ms Mrs Miss

Given name

Surname

Residential address

Title Mr Ms Mrs Miss

Given name

Surname

Residential address

Title Mr Ms Mrs Miss

Given name

Surname

Residential address

Title Mr Ms Mrs Miss

Given name

Surname

Residential address

New SMSF trustee company details

Preferred company name

Second preference company name

Registered address

Associated persons The individuals associated with the proposed company and their roles are described in part 8.

PART 6 EXISTING SMSF CORPORATE TRUSTEE DETAILS

Details of existing corporate trustee of the SMSF

Company name

Registered address

Company ACN/ ABN

Associated persons The individuals associated with the proposed company and their roles are described in part 8.

PART 7 PROPERTY SECURITY DETAILS

Provide details of property security trustee company and real property being purchased.

New property security trustee company details

Preferred company name

Second preference company name

Registered address

Associated persons The individuals associated with the proposed company and their roles are named in part 8.

* Please note that the company name cannot contain restricted words such as "Trust" or "Trustee".

Property and loan details

Address of real property being purchased

Title details of real property being purchased (if available)

Name of bank providing the loan

PART 8 **DETAILS OF ASSOCIATED PERSONS**

ASSOCIATED PERSON A

Title Mr Ms Mrs Miss

Given name

Surname

Date of birth TFN

Place of birth (city, state, country)

Residential address

SMSF role

Member Trustee director

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

Are you a disqualified person under superannuation laws? Yes No

SMSF trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

Property security trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

ASSOCIATED PERSON B

Title Mr Ms Mrs Miss

Given name

Surname

Date of birth TFN

Place of birth (city, state, country)

Residential address

SMSF role

Member Trustee director

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

Are you a disqualified person under superannuation laws? Yes No

SMSF trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

Property security trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

ASSOCIATED PERSON C

Title Mr Ms Mrs Miss

Given name

Surname

Date of birth TFN

Place of birth (city, state, country)

Residential address

SMSF role

Member Trustee director

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

Are you a disqualified person under superannuation laws? Yes No

SMSF trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

Property security trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

ASSOCIATED PERSON D

Title Mr Ms Mrs Miss

Given name

Surname

Date of birth TFN

Place of birth (city, state, country)

Residential address

SMSF role

Member Trustee director

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

Are you a disqualified person under superannuation laws? Yes No

SMSF trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

Property security trustee company role

Director Secretary

If we are incorporating the corporate trustee, indicate if this person will be a shareholder:
 shareholder - 1 ordinary fully paid \$1 share

PART 9 CONSENT AND DECLARATION

I/We request Superannuation Accounting Services to arrange the necessary documentation, the particulars for such are provided in the relevant parts of this form.

I/We acknowledge and agree that:

- this service is a documentation service only and not advice, and
- Superannuation Accounting Services have not reviewed my needs or the structure of the proposed/ existing SMSF and SMSF property instalment warrant, and provide no warranty the document is suitable or appropriate for my needs.

I/We confirm that I/we have consented to act in the role(s) described in Part 8 of this form, including consent to appointment under the Corporations Act and request to Superannuation Accounting Services or its agent to register the new company on my/our behalf.

I/We have read and agreed to the terms and conditions appearing on the last page of this form.

If ongoing service is selected - 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.

Date

Person A name

Person B name

Person C name

Person D name

Signature

Signature

Signature

Signature

PAYMENT

Please provide payment details for set-up of the SMSF and SMSF property instalment warrant documentation 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 a quarterly 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 (including signing in Part 2 of the form if setting up a new SMSF).
- 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**

HELP COMPLETING THIS FORM

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

Part of the form to complete:

Parts to complete:	Set-up a SMSF and SMSF real property instalment warrant: <ul style="list-style-type: none"> ■ Set-up a new SMSF, ■ New SMSF trustee company, ■ SMSF real property instalment warrant and new company as trustee. 	If you have an existing SMSF with individuals as trustee: <ul style="list-style-type: none"> ■ Change from individual to corporate trustee, ■ Update SMSF trust deed, ■ SMSF real property instalment warrant and new company as trustee. 	If you have an existing SMSF with company as trustee: <ul style="list-style-type: none"> ■ Update SMSF trust deed, ■ SMSF real property instalment warrant and new company as trustee.
Part 1 Primary contact details			
Part 2 Set-up a new SMSF			
Part 3 New SMSF trustee company			
Part 4 Existing SMSF			
Part 5 Change existing SMSF from individual to corporate trustee			
Part 6 Existing SMSF corporate trustee details			
Part 7 Property security details			
Part 8 Details of associated persons			
Part 9 Consent and declaration			

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.

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) Documentation service (including set-up SMSF, update SMSF deed, SMSF property instalment warrant)

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 SMSF property instalment warrant arrangement, 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:

- if requested, proceed to set up a SMSF in accordance with the information supplied on the form, including registering the SMSF with the Australian Taxation Office and registration of the trustee company.
- if requested, arrange for the update of the SMSF deed and/or change of trustee, and registration of the trustee company.
- if requested, arrange for the SMSF property instalment warrant documentation, including registration of the trustee company.

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.

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.

(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.

Online access continued from previous page

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.

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.