

New SMSF Establishment, Administrator & Tax Agent Appointment

Name of Adviser	<input type="text"/>	Phone No	<input type="text"/>
Adviser Firm Name	<input type="text"/>		
Licensee Name	<input type="text"/>		
Adviser Street Address	<input type="text"/>		
Adviser Email Address	<input type="text"/>	AFSL	<input type="text"/>
New Fund Name	<input type="text"/>		

Type of Administration Service & Base Fees

		Administration & Tax Lodgement (per mth)	Audit (per mth)
Digital	(All transactions must be by full data feed, see approved Provider feed menu on website - excludes property & crypto currencies)	\$95.00	\$41.25
Enhanced	(Fits most funds plus up to 3 property assets)	\$161.00	\$41.25
Premium	(For funds that have heavy monthly turnover or traded assets)	\$194.00	\$41.25

Please Note: Fees quoted above are applicable for the **2022-23 Financial Year** and are subject to increase from time to time including CPI adjustments.

By signing this Application, you are authorising monthly fees to be deducted for the selected administration service (adjusted from time to time without notice illustrated on our website) to be deducted by direct debit from a fund bank account on a monthly in advance basis. The fees deducted are for the provision of administration, audit and tax lodgement services.

The Direct Debit Authority Agreement in this form outlines the terms and conditions by which you authorise Triple A Super Pty Ltd to debit the prescribed fees and your and our obligations under this Agreement.

If there is any change to the service selected due to ineligible data feed investments and therefor does not qualify for the Digital service fees, the monthly fee will be charged each month based on the 'Enhanced' service fee until such time as the investments again conform with the approved data feed menu for the Digital service.

Method of Charging Fees

Triple A Super charge fees based on the type of service selected. Fees will be payable from the date of signing the Application Form.

All fees are deducted on a monthly in advance basis for the services selected.

Calculation of Fees

Fees are payable effective 1 July to 30 June annually. The monthly deduction of fees will commence from the receipt of the first contribution/rollover to the fund.

Where a fund commences after 1 July, an adjustment for the elapsed months to commencement will be deducted on activation of the fund's bank account. By signing this Application, you are authorising Triple A Super to deduct the full amount payable for the elapsed months to the activation of the fund's operating bank account.

Annual Fees

Annual fees for other services e.g. actuarial, ASIC administration, Audit/contravention issues, BAS, PAYG/IAS, Property Titles searches etc. will be charged to the fund's bank account when the respective services are required - invoices will be issued with the annual invoice for the fund.

New Trustee Details

Choice of Trustee Structure Corporate Trustee OR Individual Trustees

Please note - there is a minimum requirement for two (2) trustees for Individual Trustees Structure

Corporate Trustee Details

Proposed Name of Company

2nd Choice of Name of Company

LRBA - Not Available For Triple A Digital

Please choose the required documents (if applicable)

Custodian / Security Trustee company

Bare Trust

Name of Custodian /Security Trustee

Name of Bare Trust

OR tick if you would like to defer nominating a name

Yes, I would like to defer naming the Bare Trust

PAY NOW - Please further deduct the extra cost to pay for these additional legal documents from the nominated credit card advised in this Application.

OR

PAY LATER - Please defer the order of these additional legal documents until a later date. I / we understand that payment will be required before the documents can be ordered.

Company ASIC Registered Agent Service

Is Triple A Taxation Services Pty Ltd to be the ASIC Registered Agent for the Fund's Corporate and/or Property Custodian Company? (where applicable)

Yes*

No

***If yes, you will be sent and must sign an ASIC 362 form to authorise the appointment of the ASIC Registered Agent.**

Please note: an annual fee of \$195 applies for ASIC Registered Agent Services. This is in addition to the ASIC annual renewal fee.

Company Establishments

In all cases,

- the registered office will be the residential address of the first Trustee listed on this Application
- The first Trustee will also be nominated as the Secretary
- All persons nominated in the form will need to provide their Director ID numbers and sign to consent to their appointment as part of this Application

Delivery of Legal Documents for Signature

All Directors / Trustees must sign and date all documents for the SMSF to become a legal entity.

Please tick how you would like the documents delivered Soft Copy only Hard Copy OR Both

Street Address for delivery of hard copy. **No PO BOXES Allowed - Please note: the Delivery will require a signature**

Address for Delivery

QROPS

Are you intending to use the UK QROPS provisions? Yes No

Please note: All members of the fund (regardless of whether they are transferring any money from the UK) must be over age 55
- Additional fees apply on establishment and each year for QROPS related funds.

Authority to Order Documents & Confirm Consent to be Directors / Trustees

Adviser Consent

Triple A Super are hereby appointed to act as the Trustees' agent to procure a Trust Deed and ancillary legal documentation from a Solicitor, the particulars for the specific Trust Deed and associated legal documents being included in this Application.

I confirm that all persons nominated in this Application have consented in writing to being a Trustee or a Director/ Secretary / Member / Shareholder of any Company ordered and that all persons have received their Director IDs.

Signature of Adviser _____

Full Name of Signatory

Taxation Related Services

GST - is the Fund to be registered for GST? Yes No

Our default is not to register for GST as quite often the fund expenses and the costs to administer the GST do not justify it. If GST is required, we will register for annual returns. **Please Note:** Additional fees will apply to manage the BAS lodgement where required and are outlined on our website.

PAYG & IAS Statements

Would you like any tax payment statements forwarded directly to the Trustees' home address so ATO payments can be managed directly by the trustees? Yes No

If no, would you like Triple A Super to arrange the tax payments? **Please note this service is only allowable for SMSFs with a Macquarie CMA Bank Account.** Yes No

Fees apply for services selected above

- A fee of \$35 per notice applies for where Triple A receives the ATO notice to on-forward to Trustees for payment
- A fee of \$55 per notice applies for where Triple A receives the ATO notice and arranges the payment of the tax (Macquarie CMA accounts only)

Privacy Policy

Information collected will only be used to provide services for your SMSF. All information will be stored securely and managed in accordance with the National Privacy Principles set out under the Commonwealth Privacy Act.

If you authorise us, or if legally required, we may share your information with external parties such as auditors, your banking service, your financial adviser, accountant or Government bodies. To view or correct any information please contact us.

If you would like more information about the Privacy Act, you can contact the Office of the Australian Information Commissioner on 1300 363 992, or visit the website at www.oaic.gov.au

Trustee Number 1

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 1

- an Australian Resident for tax purposes? Yes No
- to also be a Member of the Fund? Yes No
- an undischarged Bankrupt? Yes No

Has Trustee No 1

- ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? Yes No
- ever had a Civil penalty order made against them? Yes No
- been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? Yes No

Trustee Number 2

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 2

- an Australian Resident for tax purposes? Yes No
- to also be a Member of the Fund? Yes No
- an undischarged Bankrupt? Yes No

Has Trustee No 2

- ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? Yes No
- ever had a Civil penalty order made against them? Yes No
- been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? Yes No

Trustee Number 3

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 3

- | | | |
|--|-----|----|
| • an Australian Resident for tax purposes? | Yes | No |
| • to also be a Member of the Fund? | Yes | No |
| • an undischarged Bankrupt? | Yes | No |

Has Trustee No 3

- | | | |
|--|-----|----|
| • ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? | Yes | No |
| • ever had a Civil penalty order made against them? | Yes | No |
| • been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? | Yes | No |

Trustee Number 4

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 4

- | | | |
|--|-----|----|
| • an Australian Resident for tax purposes? | Yes | No |
| • to also be a Member of the Fund? | Yes | No |
| • an undischarged Bankrupt? | Yes | No |

Has Trustee No 4

- | | | |
|--|-----|----|
| • ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? | Yes | No |
| • ever had a Civil penalty order made against them? | Yes | No |
| • been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? | Yes | No |
-

Trustee Number 5

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 5

- | | | |
|--|-----|----|
| • an Australian Resident for tax purposes? | Yes | No |
| • to also be a Member of the Fund? | Yes | No |
| • an undischarged Bankrupt? | Yes | No |

Has Trustee No 5

- | | | |
|--|-----|----|
| • ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? | Yes | No |
| • ever had a Civil penalty order made against them? | Yes | No |
| • been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? | Yes | No |

Trustee Number 6

Title Surname/Family Name

Legal Given Name Middle Name or no Middle Name

Former Full Name

Also Known as Full Name

Full Residential Address

Daytime Contact No Tax File Number Date of Birth

Email Address Director ID Number

City of Birth State (if Aust) Country (if born overseas)

Is Trustee No 6

- | | | |
|--|-----|----|
| • an Australian Resident for tax purposes? | Yes | No |
| • to also be a Member of the Fund? | Yes | No |
| • an undischarged Bankrupt? | Yes | No |

Has Trustee No 6

- | | | |
|--|-----|----|
| • ever been convicted of an offence in respect of dishonest conduct in the Commonwealth or any state, territory, or foreign country? | Yes | No |
| • ever had a Civil penalty order made against them? | Yes | No |
| • been notified by either the Australian Tax Office or Australian Prudential Regulation Authority that they are a disqualified person? | Yes | No |

This page will be deleted (after use) if a credit card is used for payment

Payment for Deed Services

Full payment is required before processing

Direct Credit Payment Option

Tick here

Yes, I will be using this payment method

**Please make payment by direct credit to:
Westpac Bank Account**

Bank Account: Triple A Super Pty Ltd
BSB: 033 039
Account No: 665772

Reference: Please include abbreviated new fund name to allow us to identify this payment source

OR

Credit Card Payment Option

Accepted cards:



Credit Card Number

Full Name on Credit Card

Expiry Date:

Card Verification Number

Signature of Card Holder: _____

Please note:

- 1.5% surcharge applies for payment made through Visa / MasterCard

OR

- 1.8% surcharge applies for payment made through AMEX

Identification to be provided with this Application

Please provide a certified copy of one piece of primary photo ID with this Application i.e. Passport or Drivers Licence.

Consents and Declarations

I/We

- For any companies ordered, hereby confirm that our consent to being a Director, Secretary, Member, and Shareholder of any Company ordered via this Application and that our Director IDs have been received.
- Authorise my Adviser/Accountant as nominated to act on my behalf in all dealings with Triple A Super Pty Ltd (Triple A) and other service providers for the Administration of this SMSF.
- Hereby declare that the information contained in the Application is true and correct.
- Hereby appoint Triple A Super as the fund administrator to complete annual financial accounts and prepare the required tax return and to arrange the annual audit for the SMSF with a qualified Auditor.
- Also appoint Triple A Taxation Services Pty Ltd (ABN 67 604 295 776) as the Tax Agent to lodge the annual Tax Returns.
- Agree to provide Triple A Super and/or my Adviser or any other person so designated by us with all information, documents and records, including to each other regarding my legal interest in the fund so that Triple A Super may perform all tasks associated with the administration of the Fund.
- Hereby authorise payment of the administration, audit and tax lodgement fees by monthly direct debit deduction from the Fund's operating bank account, until I notify otherwise. I further acknowledge that I have read the Direct Debit Service Agreement detailed below under which this authority is given.
- Understand that an amount equal to the total twelve months / annual administration and audit fee is due and payable within the first fiscal year regardless of which month the fund is established. I authorise the deduction by direct debit against the Fund's operating bank account of any catch-up administration and estimated audit fees covering the elapsed months from 1 July to the date of the first monthly administration fee deduction is made, plus one month in advance to bring the respective fees up to date to the date of commencement.
- Hereby acknowledge fees will commence when money is initially deposited into the Fund's operating bank account.
- Confirm we have reviewed the list of supplemental fees, as shown at <https://www.tripleasuper.com.au/fees>
- Hereby further authorise payment for other services requiring an annual fee as and when these respective services are engaged (e.g. Actuarial Certificate, ASIC Registered Agent, Auditor Contravention, BAS, PAYG/IAS, property title search fees etc) as a direct debit deduction from the Fund's operating bank account as and when due and payable.
- Acknowledge an invoice will be provided each year for all fees deducted.

Authorising Signatures - All Trustees must sign

Fund Name

Trustee Name

Trustee Signature

Date

Trustee Name

Trustee Signature

Date

Trustee Name

Trustee Signature

Date

Trustee Name

Trustee Signature

Date

Trustee Name

Trustee Signature

Date

Trustee Name

Trustee Signature

Date

Direct Debit Service Agreement

This Direct Debit Service Agreement explains the obligations for undertaking a Direct Debit Authority with Triple A Super Pty Ltd (Triple A). Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Authority.

1. This Direct Debit Authority is to pay for the nominated expenses for the administration services provided Triple A.
2. By signing this Application, you are authorising us to arrange for funds to be debited from your Fund's bank account. The amounts to be deducted are indicated in the Application form and on our website (subject to increases from time to time without notice under advice to your Adviser/Accountant and/or as published on our Website).
3. The Direct Debit Authority remains in force until it is cancelled in writing by the trustee/s.
4. It's your responsibility to have sufficient funds in the Fund's bank account to pay for expenses on the requested/due date to permit the payment due to be deducted. This is also a requirement under the SIS Act governing the operation of a Self-Managed Super Funds.
5. If the direct debit details have changed, the nominated contact shall inform Triple A of the changes to ensure continuance of the Direct Debit Authority.
6. We will keep any information of your Direct Debit Authority confidential. We will only disclose information 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)
7. If you believe there has been an error in debiting your account, you should notify Triple A Super as soon as possible. We will then investigate.

Terms of Engagement for Triple A Taxation Services Pty Ltd to act as Tax Agent

The purpose and scope of this engagement is to prepare and lodge the annual income tax returns for your SMSF and where requested to be the Registered Agent for ASIC for any related company. These services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

This engagement only covers the tax return preparation for the Self-Managed Superannuation Fund, BAS lodgement and ASIC annual renewal activities. The annual ATO taxation return will be prepared for distribution to the Trustees for review and signing. The annual audit of the fund must be undertaken and signed by the trustees of the fund before the SMSF annual return is lodged. The audit will not be undertaken by Triple A Taxation. We will arrange for the audit to be undertaken by an external party and you will be billed and be liable for all costs associated with the completion of the audit either on a monthly or end of year basis.

In engaging us to provide ASIC related services, it is important for you to understand that although we act as your agent that you are responsible for advising us of any changes to the Annual Statement details within the required 28-day period. You are responsible for all corporate obligations including payment of the ASIC renewal fee.

There is no assumption of responsibility for any reliance on our report by any person or entity other than the Trustees. The report shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our report may include a disclaimer to this effect. Any advice we provide is only an opinion based on our knowledge of your particular circumstances.

Period of Engagement

This engagement will start from the date of signing this application. The first period where we will be responsible is for the current financial year. We will not deal with earlier periods unless you specifically ask us to do so, and we agree. This engagement document will be effective for future years unless we issue an amended one to you.

Responsibilities

In conducting this engagement, information acquired by us during the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent. We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of CPA Australia which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

The Fund is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. The trustees are required to arrange for reasonable access by us to relevant individuals and documents. It is the Fund's responsibility to keep those records, generally for at least five (5) years. Where you are unable to provide us with complete and accurate records, we may be unable to prepare and lodge your return. Tax agents are subject to a Professional Code of Conduct which prevents them from acting for a client where insufficient records or information exists.

A taxpayer is responsible under self-assessment to keep full and proper records to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by the fund in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Liability limited by a scheme approved under Professional Standards Legislation.

Fees

Where Triple A Taxation Services Pty Ltd is engaged as the Tax Agent, the taxation lodgement fee is included in the total administration fee deducted for the fund.

Ownership of Documents

All original documents obtained from the Fund arising from the engagement shall remain the property of the Fund. However, we reserve the right to make a reasonable number of copies of the original documents for our records. Our engagement will result in the production of the Fund Taxation Return. Ownership of this document will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm. Should any disputes arise, Triple A Taxation Services Pty Ltd has established dispute resolution processes.

Regulations

We may identify one or more issues that are not clear under the tax laws and you have a right to request a Private Binding Ruling from the ATO. Upon providing the ATO with all the relevant facts, they will provide you with a ruling setting out their view on the proper tax treatment of the issue requested to be ruled upon. The *Tax Agent Services Act 2009* (TASA) and complimentary amendments to the applicable taxation administration legislation provide statutory protections for taxpayers who engage registered tax agents. As your tax agent we are bound by a statutory Code of Conduct which is administered by the Tax Practitioners Board. The Code requires us, amongst other things, to act lawfully in your best interests and with honesty and integrity in the performance of our duties. In addition, as the client of a registered tax agent, you have statutory “safe harbour” exemptions from penalties in certain circumstances.

Third Party Involvement

We may from time to time engage third party specialist professionals and other public practitioners, where warranted to obtain the advice you need or to assist us to provide our service to you. These may include cloud service providers and outsourced service providers.

We may have outsourcing arrangements with overseas facilities or contractors to provide certain services to us. As a result, we may at times be required to provide access to your personal information to these overseas facilities. This may include:

- Email services
- Access to Practice Management, financial statement and income tax return preparation software via support staff located in an offshore jurisdiction.
- In providing our services to you, we utilise Microsoft which at times are supported by services based in overseas locations.

Privacy & Confidentiality

Our collection use and disclosure of your personal information may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect information about you that relates to the engagement. We may disclose information about you with your implied consent for the primary purpose of this engagement to third parties by express consent or as required by law. This information may be stored overseas. If you would like to access any information we might hold about you contact us on 03 9021 7420

Where an outsourced service requires the disclosure of information to an overseas recipient, we will take reasonable steps to ensure, by contract or otherwise, the recipient complies with the Australian Privacy Principles.

We have an ethical duty of confidentiality, which means we must not share or disclose your details of this engagement to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

The scope of work may fall within the CPA Australia Ltd Professional Standards (Accountants) Scheme (Scheme), which facilitates improvements to industry professional standards and protects consumers. Accordingly, we need to notify you of the following: “Liability limited by a scheme approved under Professional Standards Legislation.”