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# SMSF Establishment Service Guide

## Information on the HUB24 SMSF Establishment Service

This document is the HUB24 SMSF Establishment Service Guide, and it should be read in conjunction with the HUB24 Invest (or any branded versions of HUB24 Invest as approved by us from time to time) IDPS Guide Parts I, II and III.

Issued by HUB24 Custodial Services Ltd  
(ABN 94 073 633 664, AFSL 239 122)

21 October 2024

A photograph of a woman with brown hair, wearing a white button-down shirt, smiling and looking towards a man in a brown jacket. They appear to be in a professional setting, possibly a meeting or consultation. The background is slightly blurred, showing greenery and a window.

# Purpose of this guide

This HUB24 SMSF Establishment Service Guide ('Guide') sets out what you need to know about the HUB24 SMSF Establishment Service ('Establishment Service') and provides information to help you decide whether to use the Establishment Service. This Guide also sets out information about the documentation you will receive, you and your adviser's role and obligations, and the conditions of using the Establishment Service.

This Guide provides the following information:

- Information about the Establishment Service
- The set-up process of your Self-Managed Superannuation Fund ('SMSF')
- A description of the documentation you will receive
- The conditions of using the Establishment Service.

By applying to use the Establishment Service, you acknowledge your intention to open an account via HUB24 Invest (or any branded versions of HUB24 Invest as approved by us from time to time) ('the product' or 'HUB24 Invest') and to acquire the HUB24 SMSF Administration Service which is a feature of the product. We call this joint establishment, investment and administration service, 'HUB24 SMSF Access'. Accordingly, you should read this Guide in conjunction with the HUB24 Invest (including HUB24 SMSF Access) IDPS Guide Parts I, II and III, the HUB24 Invest (including HUB24 SMSF Access) Target Market Determination and the HUB24 Financial Services Guide so you can understand how HUB24 SMSF Access works.

# About this guide

HUB24 Custodial Services Ltd ('HUB24') (ABN 94 073 633 664, AFSL 239 122) provides the Establishment Service. This HUB24 SMSF Establishment Service Guide dated 21 October 2024 has been prepared and issued by HUB24. HUB24 is also the Operator and Custodian of HUB24 Invest (and any other branded versions of HUB24 Invest), which includes the HUB24 SMSF Administration Service.

In this Guide, HUB24 is referred to as 'the Service Provider', 'we', 'us' or 'our' and 'you' and 'your' refers to:

- the individuals applying to set up an SMSF with individual trustees;
- the company applying to set up an SMSF as corporate trustee; and
- each Director of a corporate trustee.

HUB24 Management Services Pty Limited ACN 59 135 332 320 ('HUB24 Management Services') is the tax agent for HUB24 SMSF Access and is referred to as 'HUB24 Management Services'. Refer to the IDPS Guide - Part III for further details on tax agent appointment and related tax services.

The information contained in this Guide is general information only and does not consider your individual objectives, financial situation, needs or circumstances.

Before you make any decision about whether to acquire an interest in the product or an investment available through the product, you should consider the IDPS Guide and obtain professional financial advice tailored to your personal circumstances, from your adviser.

The Establishment Service is only available via an adviser, who can provide you with financial advice to help you determine if an SMSF is right for you. We are unable to provide you with any financial product advice or legal advice in relation to this Establishment Service.

This Guide, and your completed HUB24 SMSF Access Application Form ('Application Form') together make up the legally binding agreement between you and us ('Agreement'). This Agreement is binding when we accept your completed Application Form. By completing the Application Form, you agree to pay the fees and costs associated with using the Establishment Service.

The Establishment Service is only available to Australian tax residents who receive this Guide in Australia, in paper or electronic form. We reserve the right to not accept an application for HUB24 SMSF Access at our discretion, taking into account factors such as the AML/CTF Act requirements, investor location, or otherwise in accordance with our legitimate business interests, acting appropriately.

This Agreement is governed by the laws in force in New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## Changes to this guide

The information in this Guide is up to date at the date of publication. However, we reserve the right to make amendments to this Guide as set out in the Agreement (please refer to the information in Section 4. General Information under the heading 'Amendments and changes' for more information). You may request the updated information at any time by contacting your adviser.

## Access to the Establishment Service

Access to the Establishment Service is restricted to clients that will take up HUB24 SMSF Access.

## Important information

This Guide provides important information about the establishment of an SMSF and describes your and your adviser's responsibilities in respect of the Establishment Service.

## Other important documents

Includes the following documents:

- IDPS Guide (Part I) - Information on key features
- IDPS Guide (Part II) - Information on fees and other costs
- IDPS Guide (Part III) - Information on the HUB24 SMSF Administration Service
- Investment Booklet for Core Menu
- Investment Booklet for Choice Menu

- IDPS Contract (which will accompany or be available within Part I of the IDPS Guide)
- HUB24 SMSF Access Application Form.

It is important you read and understand all parts of this Guide in conjunction with the other important documents above and the HUB24 Invest (including HUB24 SMSF Access) Target Market Determination and the HUB24 Financial Services Guide so you can understand how the Establishment Service and HUB24 SMSF Access works. The Important documents should be read together with, where appropriate, any relevant disclosure document for an underlying investment option, prior to making any decision to invest. The various documents referenced are available free of charge by contacting your adviser or through the product website



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# 1. HUB24 SMSF Access

HUB24 SMSF Access offers trustees a simple and efficient way to establish and operate their SMSF.

HUB24 SMSF Access is a fully integrated end-to-end service bringing together SMSF establishment, investment, and administration services.

HUB24 SMSF Access includes the Establishment Service, HUB24 Invest (any reference to HUB24 Invest includes any branded versions of HUB24 Invest as approved by us from time to time) and the HUB24 SMSF Administration Service (or 'Administration Service'). The Establishment Service is an optional, additional service but is only available as part of HUB24 SMSF Access.

By applying to use the Establishment Service, you are also acknowledging your intention to:

- open a HUB24 Invest account;
- invest all of your SMSF's assets in HUB24 Invest; and
- take up the Administration Service, which is a feature of HUB24 Invest.

This Guide outlines the features, services and conditions of the Establishment Service. You should also read about HUB24 Invest and the Administration Service in the HUB24 Invest (including HUB24 SMSF Access) IDPS Guide Parts I, II and III. You can obtain a copy of these documents free of charge from your adviser, via the product website or by contacting us.

## One integrated solution



### SMSF Establishment

*Individual or Corporate Trustee*

A streamlined process to help set up your SMSF, including corporate trustee set up, document production and paperwork to support ATO and ASIC registrations for new trustees.

### Investment Administration

*Access to a market leading investment platform*

An investment service that provides the trustee and their adviser with access to a cash account and broad range of investment options, sophisticated online tools and investment reporting.

### SMSF Administration

*Administration and accounting service*

An administration service that includes fund/tax accounting and member administration services to support the SMSF trustee's regulatory compliance obligations.

## 2. SMSF Establishment Service – Features at a glance

The Establishment Service is a comprehensive, integrated service catering to the different needs of SMSF trustees.

In subscribing to the Establishment Service, you can take comfort in knowing that HUB24 does the hard work in establishing your SMSF. Further, we manage the end-to-end process on your behalf so that you can start your SMSF journey sooner.

<b>Individual or Corporate Trustee</b>	Our service supports the establishment of an SMSF with either individual trustees or a corporate trustee structure. The choice is yours.
<b>Corporate Trustee Set Up</b>	If required, we will arrange for the corporate trustee to be established. You will need to register the corporate trustee Directors with the Australia Securities and Investments Commission ('ASIC') and obtain an ASIC Director Identification Number ('DIN') for each Director and include this in your Application Form.
<b>Provision of SMSF Establishment Documents</b>	We will provide all the SMSF establishment documentation, as applicable, including: <ul style="list-style-type: none"> <li>• Trust Deed;</li> <li>• SMSF Product Disclosure Statement ('PDS');</li> <li>• Company Constitution (if required);</li> <li>• Minutes, declaration, and resolutions; and</li> <li>• Member applications.</li> </ul>
<b>Trust Deed Stamping</b>	We will arrange for the stamping of your Trust Deed on the establishment of your SMSF, where applicable. <sup>1</sup>
<b>Registered Address</b>	We will become your SMSF's registered address so that we can manage your SMSF's correspondence with the Australian Taxation Office ('ATO'), SMSF tax agent, auditor, ASIC and other service providers, as applicable, through the Administration Service.
<b>TFN Application</b>	HUB24 Management Services will apply for your SMSF's Tax File Number ('TFN') on your behalf on our appointment as your tax agent.
<b>ABN Application</b>	HUB24 Management Services will apply for your SMSF's Australian Business Number ('ABN') on your behalf as your tax agent.
<b>ATO Registration</b>	HUB24 Managed Services will register your SMSF with the ATO for 'regulated' status on your behalf as your tax agent.
<b>GST Registration</b>	HUB24 Management Services will register your SMSF for Goods and Services Tax ('GST') with the ATO on your behalf on our appointment as your tax agent.
<b>Investment Administration</b>	We will set up your account in the product so that you can commence investing.
<b>SMSF Administration</b>	We will set up your Administration Service via the product to provide administration services to your SMSF.

<sup>1</sup>Refer to Fees and Costs for all requirements relating to the payment of stamp duty.

# 3. The SMSF Establishment Service

## Key responsibilities

### Your role

By choosing to establish an SMSF you take on the obligations of the trustee of an SMSF (or, in the case of a corporate trustee, the obligations of a Director of the trustee company). Therefore, you acknowledge that you will be responsible for the:

- ongoing management of your SMSF, including formulating, implementing, and reviewing the SMSF's investment strategy; and
- compliance of your SMSF including with the SMSF Trust Deed, superannuation and taxation laws. You should obtain professional advice regarding your obligations in this regard.

There may be potential penalties and tax consequences if your SMSF doesn't comply with the relevant laws. For further information about your responsibilities speak to your adviser or visit the ATO website:

[www.ato.gov.au/super/self-managed-super-funds/in-detail/smsf-resources/smsf-checklists/](http://www.ato.gov.au/super/self-managed-super-funds/in-detail/smsf-resources/smsf-checklists/)

For Directors of a corporate trustee, there are additional responsibilities that include the retention and maintenance of company records and paying the ASIC company annual fee. Directors of a corporate trustee should visit the ASIC website for more information:

[www.asic.gov.au/for-business/running-a-company/company-officeholder-duties/](http://www.asic.gov.au/for-business/running-a-company/company-officeholder-duties/) and speak to your adviser

Once a corporate trustee name has been selected, you consent, via the Application Form, to the following:

- to be appointed Director;
- for a Director to be appointed the secretary;
- for a Director to be appointed the Public Officer;
- for HUB24's offices to be the registered address for your corporate trustee; and
- to become a member/shareholder of the trustee company.

In setting up your corporate trustee and SMSF we rely on the information provided by you via your adviser. Therefore, you have an obligation to provide us with sufficient and accurate information to establish your SMSF. You must also notify your adviser in writing as soon as practicable of any changes to your personal circumstances that may have an impact on the establishment of your SMSF. Failure to provide accurate information or notify us of any changes may result in your SMSF being established incorrectly or penalties being applied by government agencies.

We will also ask you to sign several documents to deliver on the Establishment Service. You should read these documents carefully as you will be responsible for complying with your obligations, as described in those documents.

Using the Establishment Service and establishing an SMSF involves a degree of risk. If you would like further information about the risks of setting up an SMSF, please speak to your adviser.

### Your adviser's role

The Establishment Service is designed for use with an adviser. If you do not have an adviser, you will not be eligible to receive the Establishment Service, unless we agree otherwise.

You agree that your adviser:

- is not acting for us, or on our behalf;
- may act on your behalf pursuant to your Agreement with us and your agreement with the adviser, including to give instructions to us; and
- may receive documents and other communications on your behalf.

Your adviser will provide you with personal advice, through a Statement of Advice, to determine if an SMSF is suitable for your needs. They will also work with you to determine the appropriate trustee structure for your SMSF.



Your adviser will then act on your instruction to complete the Application Form required to establish a corporate trustee (if applicable) and set up your new SMSF. They will also liaise directly with HUB24 in respect of the establishment of your SMSF on your behalf.

Your adviser will ensure we are provided with all necessary information and all documents are executed in a timely manner.

You must notify us in writing as soon as practicable after the date of terminating your relationship with your adviser and provide details of any replacement adviser.

## Our role

We will use the information provided in your signed Application Form to deliver the Establishment Service, which includes:

- establishing a corporate trustee (if applicable); registering as the ASIC agent for the corporate trustee;
- preparing the relevant SMSF establishment documents;
- HUB24 Management Services acting as your tax agent, once appointed, to apply for your SMSF's TFN with the ATO;
- HUB24 Management Services applying for an ABN with the ATO;
- HUB24 Management Services registering your SMSF as a regulated superannuation fund with the ATO;
- arranging the payment of any applicable stamp duty;
- becoming the registered address for your SMSF with ASIC for your corporate trustee and including our address details in any correspondence with the ATO; and
- registering your SMSF for GST with the ATO.

We will liaise with your adviser to obtain information and/or arrange for the SMSF establishment documents to be signed. After your SMSF is established, the Establishment Service is completed.

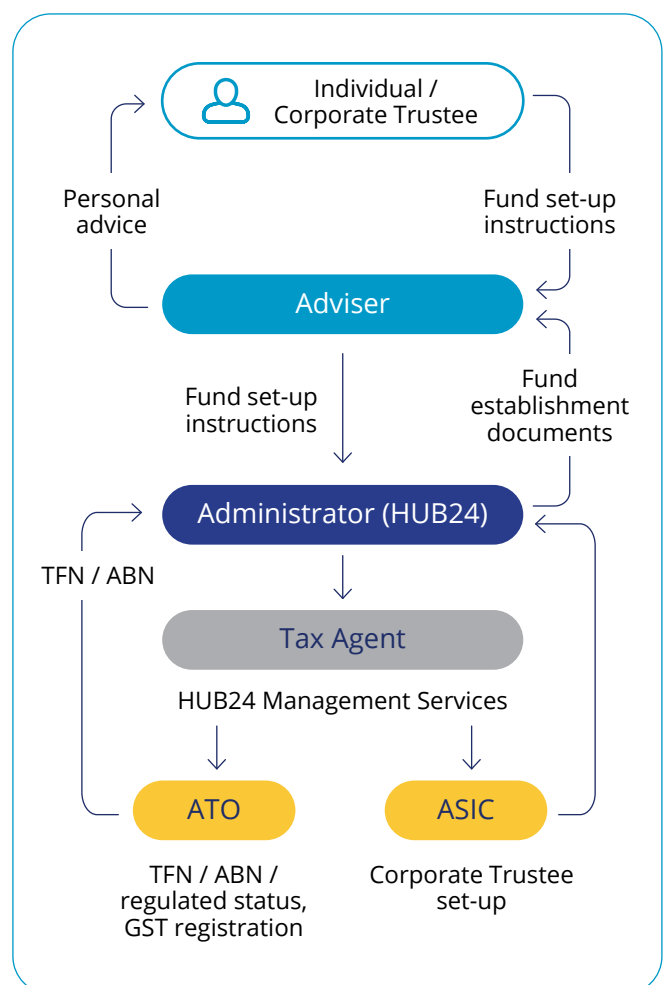
The ongoing management of your SMSF will then be provided through the Administration Service, which forms part of the product.

We may appoint any person or perform any act or exercise any discretion in accordance with our Agreement with you and in accordance with our legitimate business interests, acting appropriately. This appointee may be an associate of ours.

We are only responsible for providing or arranging the services described in this Guide to help you in the establishment of your SMSF. Your adviser is responsible for providing you with advice on SMSF compliance.

We also do not provide financial product or legal advice as part of the Establishment Service.

The **diagram below** outlines the key roles in the Establishment Service.



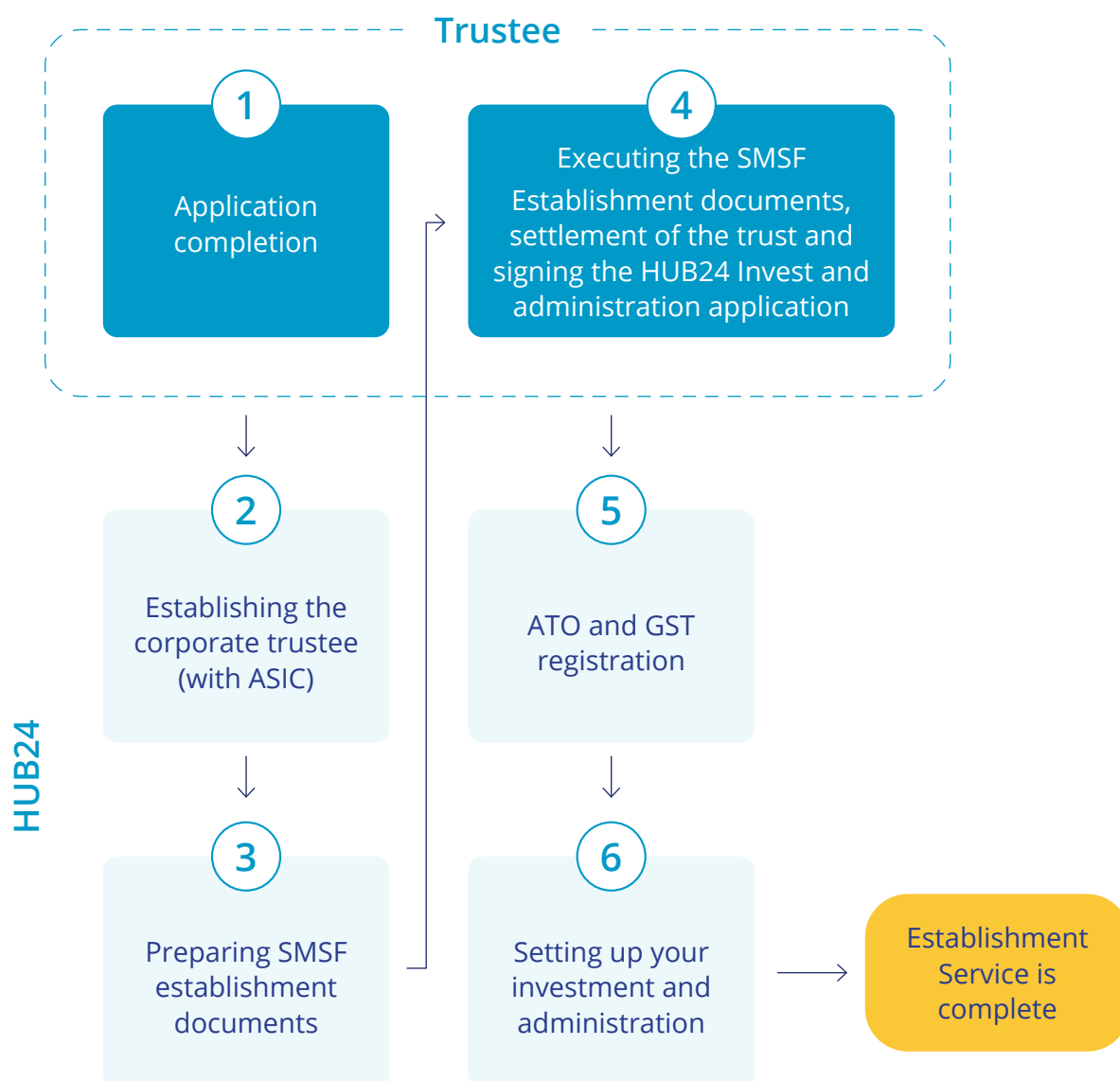
# Six steps to set up your SMSF

The six steps in setting up your SMSF are illustrated in the diagram below. We will manage the end-to-end process, with the help of your adviser.

It is important to note that you will only need to sign documents in two of the six steps (as shown by the light blue boxes). These steps include:

**Step 1:** Providing all relevant establishment information and signing Part 1: Application to establish a new SMSF ('Part 1') to set up your SMSF.

**Step 4:** Executing SMSF establishment documents, settlement of the trust and signing Part 2: Application to open a HUB24 Invest account (including the Administration Service) ('Part 2').



## Step 1: Application completion

- Your adviser will collate the information required from you to complete the application to establish a new SMSF (Part 1).
- By signing Part 1 of the Application Form, you are confirming your intention to become an individual trustee or establish a corporate trustee, establish a new SMSF, set up a HUB24 Invest account through which all of your SMSF's assets will be invested, and to take up the Administration Service, which is a feature of HUB24 Invest.
- If you elect to set up a corporate trustee for your SMSF, your adviser will also check to see if the company name you have selected is available. If not, you will need to choose an alternative name.

**Trustee Tip:** If you have opted to set up a corporate trustee, you will need to register for an ASIC DIN. Your adviser will be able to help you with this. Each DIN will need to be recorded in the Application Form.

## Step 2: Establishing the corporate trustee

- In this step, we will establish your new trustee company by registering it with ASIC following the receipt of your signed Application Form and appropriate consents.
- We will also apply to ASIC to become the corporate trustee's agent in order to support its ongoing compliance.

**Trustee Tip:** Once your company has been registered, ASIC will issue a company certificate of registration. We will send this to you for safe keeping.

## Step 3: Preparing SMSF establishment documents

- In this step, we will produce the various documents that will need to be signed by you to set up your SMSF.

**Trustee Tip:** The establishment documents will be produced using the information provided in STEP 1. It is very important to ensure the application information is accurate and complete.

## Step 4: Executing the SMSF establishment documents, settling the trust and completing the HUB24 Invest application

- The SMSF establishment documents generated in STEP 3 will be sent to your adviser. Your adviser will arrange for you to sign these documents.
- After the establishment documents are signed, you must settle the trust. This involves attaching a small monetary amount (e.g., \$5) to the front cover page of the Trust Deed after it has been signed and witnessed. You will also be asked to sign a declaration confirming that this has been completed.
- And, you must sign Part 2 of the Application Form to open a HUB24 Invest account (including the Administration Service) after having read the HUB24 Invest (including HUB24 SMSF Access) IDPS Guide (Parts I, II, and III), which outlines the features, services, and terms and conditions of HUB24 Invest (including the Administration Service). The IDPS guide will be provided by your adviser.

**Trustee Tip:** The instructions on how to execute these documents are outlined in the section titled 'Instructions for the execution of the SMSF establishment documents' below. Your adviser will help you with this process.

## Step 5: ATO registration

- As your SMSF's appointed tax agent, HUB24 Management Services, will apply to the ATO for your SMSF's ABN and TFN, register your SMSF as a regulated fund, as well as register your SMSF for GST.

**Trustee Tip:** In some instances, the ATO may delay your SMSF's registration for up to 30 days and/or choose to contact you to ensure you have a good understanding of your trustee obligations. Please refer to [www.ato.gov.au/super/self-managed-super-funds/in-detail/smsf-resources/smsf-checklists/](http://www.ato.gov.au/super/self-managed-super-funds/in-detail/smsf-resources/smsf-checklists/) for education material from the ATO that can help you to understand your trustee obligations.

## Step 6: Setting up your investment and administration service

- The final step in setting up your SMSF under the HUB24 SMSF Access offer, is opening your HUB24 Invest account and setting up the Administration Service for your SMSF. We will record your SMSF's ABN and TFN details (from STEP 5).
- Once your HUB24 Invest account is set up, you will need to log into your MyGov portal to nominate HUB24 Management Services as the tax agent for your SMSF.
- You will also need to deposit the monetary amount used to settle your Trust Deed in STEP 4 into your HUB24 Invest account. Your adviser can provide further information on this process.
- Your SMSF's ABN details will be available on InvestorHUB via Account Details > Account Owner Details. To obtain your SMSF's TFN, please contact the HUB24 client services team.

**Trustee Tip:** Log into your MyGov portal to complete the nomination of HUB24 Management Services as your SMSF's tax agent as per the ATO's requirement.

**Congratulations your SMSF is now established, and with the help of your adviser, you can start to invest for your future!**



# Instructions for the execution of the SMSF establishment documents

As part of the Establishment Service, we will provide the relevant documents required to set up your corporate trustee (if applicable) and to establish your SMSF. These documents are listed in the table below and will be provided to you via your adviser. It is important that all documents are signed in accordance with HUB24's instructions, which will be provided to you by your adviser.

Document Name	Document Purpose	Individual Trustee	Corporate Trustee	Trustee/Member Actions Unless otherwise stated all original documentation to be retained by the Trustee
<b>Corporate Trustee (if applicable)</b>				
<b>Company Consents &amp; Director Resolution</b>	<ol style="list-style-type: none"> <li>1. Agree to be a Director of the company.</li> <li>2. Agree to be the secretary of the company.</li> <li>3. Agree to be the public officer of the company.</li> <li>4. Member/shareholder consent.</li> </ol>	N/A	Applicable	Directors to sign. <b>Return a signed copy to us electronically or by mail.</b>
<b>Company Constitution</b>	Establish a special purpose company to act as trustee of the SMSF.	N/A	Applicable	Directors to sign. <b>Return a signed copy to us electronically.</b>
<b>Nominate ASIC Agent (ASIC Form 362)</b>	Nominate HUB24 Custodial Services Ltd as the 'Registered Agent' for the corporate trustee.	N/A	Applicable	Directors to sign this form. <b>Return the signed original copy to us by mail.</b>
<b>Company Certificate of Registration</b>	Confirmation of company registration.	N/A	Applicable	Retain for your records.
<b>SMSF Establishment Documents</b>				
<b>Establishment Minutes / Resolution</b>	Agree to execute the Trust Deed and act as trustee of the SMSF, apply for regulated fund status, ABN and TFN registrations, appoint an administrator and an auditor.	Applicable	Applicable	Directors/Trustees to sign. <b>Return a signed copy to us electronically or by mail.</b>
<b>Trust Deed</b>	The legal document to establish the SMSF.	Applicable	Applicable	Directors/Trustees to sign and witnesses to sign. <b>Return a signed copy to us electronically.</b> For Trust Deeds registered in the Northern Territory <b>please mail three (3) signed originals to us.</b> Please also retain a copy for your records.

Document Name	Document Purpose	Individual Trustee	Corporate Trustee	Trustee/Member Actions Unless otherwise stated all original documentation to be retained by the Trustee
Settlement of Trust Declaration	Declaration confirming that the Trust is settled.	Applicable	Applicable	Directors/Trustees to sign <b>Return a signed copy to us electronically.</b>
Trustee Declaration (ATO)	To ensure trustees/trustee Directors understand their duties and obligations of an SMSF trustee.	Applicable	Applicable	Directors/Trustees to sign and witnesses to sign <b>Return a signed copy to us electronically or by mail.</b>
Member Application and Consent to Act	Agree to be a member of the SMSF and abide by rules of the Trust Deed.	Applicable	Applicable	SMSF member(s) to sign <b>Return a signed copy to us electronically or by mail.</b>
SMSF Product Disclosure Statement	Member application to join the SMSF and abide by rules of the Trust Deed.	Applicable	Applicable	Directors/Trustees to sign and witnesses to sign <b>Return a signed copy to us electronically.</b>
Binding Death Benefit Nomination Form	A written instruction from an SMSF member to the trustees, detailing how they wish their superannuation death benefits to be distributed.	Applicable	Applicable	SMSF member(s) to sign <b>Return a signed copy to us electronically or by mail.</b>
Investment Strategy Minutes / Resolution	Superannuation law requires an SMSF to prepare and implement an investment strategy.  In conjunction with your adviser, you will need to identify your SMSF's investment goals and then formulate an investment strategy to meet those investment and retirement goals.	Applicable	Applicable	Directors/Trustees to sign <b>Return a signed copy to us electronically or by mail.</b>

## Important information about the delivery and return of your documents

HUB24 will arrange for the establishment documents to be sent electronically to your adviser for signing. Your adviser may request a hardcopy of the establishment documents via the Application Form. Should you require a hardcopy of the establishment documents then an additional fee may apply to cover the cost of preparation and postage. Refer to the section titled 'Fees and Costs' below, for further details.

To return your documents electronically your adviser can upload your executed documents to AdviserHUB, or email copies to us at [admin@hub24.com.au](mailto:admin@hub24.com.au). Any original documentation must be mailed to **GPO Box 529, Sydney NSW 2001**.

## 4. General information

### Appointing an adviser

The Establishment Service is designed for use with an adviser authorised by us to use the Establishment Service. Therefore, you must have a relationship with an adviser to use the Establishment Service, unless otherwise approved by us.

By appointing an adviser, you are authorising that person to instruct us on your behalf. We will act on all instructions from you via your adviser. Your adviser can instruct us on anything in relation to the establishment of your SMSF, except to appoint another person to be your adviser.

If you decide to leave your adviser, you must notify us as soon as reasonably possible. It is important to note that while you no longer have an authorised adviser, you will need to take over the obligations of your adviser with respect to the provision of relevant information and instructions. You will also need to arrange for any outstanding documentation to be signed and returned to us.

### Authority to act on your behalf

You agree that we have the authority to do anything required to provide the Establishment Service.

By agreeing to the conditions of the Establishment Service you acknowledge that:

- we are authorised to use the information you have provided to us directly or via your adviser to attend to the incorporation of your trustee company (in the capacity as your agent), registration with ASIC and arranging payment of any stamp duty payable;
- HUB24 Management Services, as your SMSF's tax agent, will manage all interactions with the ATO, including applying for your SMSF's ABN and TFN, electing for your SMSF to be a regulated superannuation fund and registering your SMSF for GST. GST registration is intended to enable us to lodge a BAS annually on behalf of the SMSF and (where relevant) claim any

input tax credits that may be available in respect of fees for advice provided to the trustee(s).

We will submit the required information to the ATO on your behalf and assume it is true and correct. You accept the tax services provided by HUB24 Management Services as outlined in the HUB24 SMSF Access Tax Agent Services Guide. The HUB24 SMSF Access Tax Agent Services Guide is available free of charge on the product website or by contacting your adviser or the Service Provider;

- as your appointed tax agent, HUB24 Management Services are authorised to use the information from the ATO to set up your SMSF's HUB24 Invest account and Administration Service and your;
- HUB24 will be the registered address for your SMSF and your Corporate Trustee and will include our address details in any correspondence with the ATO and ASIC; and
- outside of the limited agencies specifically described in this Guide, we are providing the Establishment Service as principal and not as your agent.

### Fees and costs

You must pay to us, and otherwise authorise us to receive, such payments, fees, taxes, charges, or other amounts in connection with establishing your SMSF at the rates or amounts determined by us from time to time and notified to you in the Guide, the Application Form, or otherwise in writing.

HUB24 does not charge an upfront fee for providing the Establishment Service. However, you will be required to pay the following amounts, if applicable to you:

- if you are establishing an SMSF with a corporate trustee, a company registration charge (currently \$597<sup>1</sup>) applies. We will pay this to ASIC on your behalf at the time we register your corporate trustee entity. This amount is correct at time of publication of this Guide, however,

<sup>1</sup>This fee is for FY25 and is subject to change. Please refer to the [ASIC website](#) for the most up-to-date information.



may be increased annually by ASIC. Therefore, the actual amount you pay may be higher than this amount. To access up to date information in relation to this charge levied by ASIC please refer to their respective website;

- if you request a hardcopy of the establishment documents, a charge of \$110 applies (inclusive of GST); and
- if you terminate this arrangement certain fees may apply, as set out in the section titled 'Termination' of this Guide. These fees are not intended as a penalty but rather to recover expenses reasonably incurred as a result of activities we have undertaken to establish the SMSF.

These costs will be re-imbursed to us from your SMSF after your SMSF's HUB24 Invest account is established.

As part of the Establishment Service, HUB24 will pay the applicable stamp duty for your Trust Deed to establish a complying superannuation fund (within the meaning of section 42 or 42A of the *Superannuation Industry (Supervision) Act 1993 (Cth)*).

However, if your SMSF is established through the Establishment Service and becomes non-compliant within the first 12 months of establishment you may be liable for any applicable stamp duty. You should seek professional advice about this.

## Service fees paid to service providers

We may enter into commercial arrangements with service providers, which may involve us making payments to relevant service providers for their provision of services to us. These payments are paid by us and are not an additional cost to you.

## Service providers

In providing the Establishment Service to you, we will engage or arrange for others to perform services to assist us. These services include, without limitation:

- the provision of the required SMSF establishment documents by NowInfinity Pty Ltd ACN 154 927 376 ('NowInfinity'), a related body corporate of HUB24. NowInfinity is owned

by Class Limited ACN 116 802 058, which is a wholly owned subsidiary of HUB24 Limited ACN 124 891 685; and

- the provision of tax agent services by HUB24 Management Services, which is a related body corporate of HUB24.

## Liability

Our involvement in preparing the SMSF Trust Deed and the related SMSF establishment documentation is limited to inserting names and other details based on instructions provided to us by you or your adviser.

Accordingly, to the extent permitted by applicable law:

- you release us from any liability in relation to any part of the Establishment Service in connection with any errors in documentation or the Establishment Service caused by an error in the information provided to us by you or your adviser, including where we insert names and other details based on instructions provided to us by you or your adviser into the SMSF Trust Deed and related SMSF establishment documentation (except to the extent the liability is caused by our fraud, wilful default, dishonesty or negligence); and
- you acknowledge that we are not responsible for any advice or recommendation made by your adviser to establish an SMSF or to take up the HUB24 SMSF Access.

We are not responsible for any loss or damage to the extent permitted by applicable law (whether direct or indirect) to you or anyone else if the Establishment Service is not appropriate for you.

## Privacy

This section contains information on how your personal information is collected, held, used, and disclosed, the people with whom your personal information may be shared with and where they are located, your right to request access to and seek the correction of the personal information held, how to make a complaint about a breach of the Australian Privacy Principles and how such a complaint is dealt with.

The HUB24 Group Privacy Policy applies to us in dealing with your personal information. The HUB24 Group Privacy Policy is available upon request and free of charge from the HUB24 client services team on 1300 854 994 or by email at [admin@hub24.com.au](mailto:admin@hub24.com.au).

The HUB24 Group Privacy Policy is also available free of charge at: [www.hub24.com.au/privacy-policy](http://www.hub24.com.au/privacy-policy)

The HUB24 Group Privacy Policy contains information about:

- how you may access your personal information and seek the correction of such information; and
- how you may make a complaint about a breach of the Australian Privacy Principles and how such a complaint is dealt with.

Your personal information is collected to:

- process your Application Form;
- set up the corporate trustee (if instructed); establish your SMSF;
- apply for an ABN, TFN, regulated fund status and register for GST;
- establish your account within the product;
- set up your Administration Service;
- provide our products and services to you; communicate with you in relation to your SMSF; administer our products and services;
- manage our relationship with you, such as discussing issues with you, establishing and maintaining records in relation to your SMSF and your investments, providing regular statements and reports, and provide communications to you;
- allow relevant service providers of HUB24 Invest to provide their services;
- let you know about other products and services offered or promoted by us (including, without limitation, other products or services offered by us or any of our related bodies corporate);
- conduct product or service development, quality control or other product research;
- meet legal obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ('AML/CTF Act'), including in respect of customer identification and verification;

- meet legal obligations under the Corporations Act 2001 (Cth);
- assist us to prevent, identify and investigate any potential or actual financial crimes; and
- comply with taxation and other applicable laws (including foreign laws). For example, the Foreign Account Tax Compliance Act 2010 (USA) and the Common Reporting Standard introduced by the Tax Laws Amendment (Implementation of the *Common Reporting Standard*) Act 2016 (Cth).

This information is collected through interactions with you, your adviser or other representative, your organisation, public sources, law enforcement, dispute resolution, statutory and regulatory bodies, industry complaints resolution bodies and information verification services such as electronic identity and document verification services. We may also verify the information collected.

If your personal information is not collected, we may not be able to process your application and provide you with the services relating to the Establishment Service. It is also important that you advise us as soon as reasonably possible of any changes in your personal circumstances. If you provide personal information about any other individuals (e.g., Directors or trust beneficiaries) you must make them aware that you are doing so, ensure they receive a copy of this privacy section and tell them that the HUB24 Group Privacy Policy is available at [www.hub24.com.au/privacy-policy](http://www.hub24.com.au/privacy-policy) and that their personal information will be collected and handled in accordance with the privacy information in this section and the Privacy Policy.

Your personal information and other information may be disclosed to third parties including:

- your adviser and their Australian Financial Services licensee (including any replacement adviser or Australian Services licensee), unless you instruct us otherwise in writing;
- your personal representative, attorney or agent, unless you instruct us otherwise in writing;
- our related bodies corporate, unless you instruct us otherwise in writing;
- our internal and external service providers who assist us with, among other things, but not limited to, custody, data storage and archiving, auditing, accounting, customer contact, legal,

business consulting, identity and document verification (electronic or otherwise), banking, information technology services, data analysis or research;

- Australian and overseas regulatory authorities and law enforcement agencies on reasonable request by those authorities or where required by law. For example, your personal information may be disclosed to the ATO or to foreign tax authorities such as the IRS in the USA and other tax authorities in other foreign jurisdictions. The ATO may provide your personal and other information to foreign tax authorities such as the IRS. Your personal information may also be provided to other regulatory authorities such as ASIC and the Australian Transaction Reports and Analysis Centre ('AUSTRAC');
- financial institutions and other similar organisations that we deal with in the course of our corporate activities or that you have nominated;
- other third parties on your behalf for the purpose of establishing and administering your investments, unless you have instructed otherwise; and
- to comply with a court order or in conjunction with court proceedings.

The Establishment Service is operated in Australia. Our outsourced service providers are generally located within Australia but may, from time to time, be located in foreign jurisdictions (including locations in the United States of America and Vietnam). We may, therefore, share your personal information with service providers located outside Australia to assist with the operation of the Establishment Service and to provide the services to you as outlined above.

Reasonable steps are taken to ensure that any recipients of your personal information do not breach the privacy obligations relating to your personal information.

Your information may be used to tell you by mail, telephone, electronic messages (like email), online and other means, about other services and products offered by us or any of our related bodies corporate. This may be done on an ongoing basis, but you may opt out at any time.

You can ask to access your personal information and ask that we correct that information where it contains errors. We will seek to verify your identity before providing you with access or making any changes. In some cases, we are not required to provide you with access. For example, where a Court or Tribunal Order prohibits this. There may also be circumstances where we are not required to correct personal information. For example, if we are not satisfied that the information is inaccurate, out-of-date, irrelevant or misleading. In these cases, we will notify you and explain our reasons (except to the extent it would be unreasonable or unlawful to do so).

If you wish to opt out, access or change your personal information you may do so by contacting the HUB24 client services team on 1300 854 994 or by email at [admin@hub24.com.au](mailto:admin@hub24.com.au)

If you have a question or complaint about how your personal information is being handled, please first submit your question or complaint as described in the HUB24 Invest (including HUB24 SMSF Access) IDPS Guide Part I, Section 10: General information, under 'Complaints'.

If you are not satisfied with our response to, or the handling of, your complaint, you can contact the external dispute resolution scheme: the Australian Financial Complaints Authority ('AFCA') as described in the HUB24 Invest (including HUB24 SMSF Access) IDPS Guide Part I, Section 10: General information, under 'Complaints'. You may also contact:

The Office of the Australian Information Commissioner  
GPO Box 5288  
SYDNEY NSW 2001  
Phone: 1300 363 992  
Online: [www.oaic.gov.au](http://www.oaic.gov.au)

## Notices

All notices (including instructions) must be in English and given in accordance with the requirements of this Agreement and may be given by a party to the other in writing, by email or facsimile. Communication by telephone or other oral communication will not be considered to be a notice or instruction for the purposes of this Agreement and we will have no obligation to act in accordance with that communication unless it is confirmed in the manner prescribed by this Agreement.

We will act on instructions from you or your adviser that we reasonably believe to be genuine. We will not act on instructions if, in our opinion, they are not genuine, clear, complete, or otherwise in accordance with the conditions of this Guide. We will advise you or your adviser (depending on who provided the instruction to us), if we will not act on any instruction and we do not accept any liability for instructions we do not implement in these circumstances (except to the extent the liability directly resulted from our fraud, wilful default, dishonesty or negligence).

## Electronic signatures

When applying to open your SMSF, complete forms, provide us with instructions or other documents, you may be asked to provide a digital or electronic signature. We may at our discretion accept other methods of signing. We reserve the right to refuse any application or other document which has not been signed in a manner reasonably required by us having regard to our legislative and regulatory obligations or otherwise in accordance with our legitimate business interests, acting appropriately. We may rely on outsourced providers of digital or electronic signature services. We will not accept any liability to you in respect of your use of these services.

## Your acknowledgements

You acknowledge and agree that:

- you will take reasonable steps to comply with our reasonable requests for assistance, and failure to comply may affect our ability to provide the Establishment Service to you;
- we may provide data and information about you to third parties to facilitate the establishment of your SMSF and corporate trustee and we are not liable to you or any other person for any loss or damage caused by an act or omission of the third party;
- the contents of your investment strategy, or any other documents, which you and/or your adviser have prepared and submitted to us in respect of your account are not to be taken as a representation by us as endorsing their content;
- we are not responsible for providing you with, and nothing represented by us should be taken as legal advice, or financial product advice;

- the ASIC Act, the Australian Consumer Law and other similar laws may impose certain mandatory obligations on us in relation to the Establishment Service. Except as provided by these laws, we and other members of the HUB24 Limited group of companies are not liable to you the trustee or the SMSF for any losses (direct or indirect) relating to the Establishment Service, including without limitation (i) loss of profits, loss of revenue, loss of opportunity or loss of business, loss of savings, loss of reputation or any other direct, indirect or consequential loss, and (ii) any such losses arising in connection with the preparation of the SMSF Trust Deed and any other related SMSF establishment documentation or other services obtained by us from third parties in connection with the Establishment Service. However, this limitation of liability does not apply to the extent that the liability directly results from our fraud, wilful default, dishonesty or negligence;
- we are not liable if the law changes or new requirements on SMSFs are imposed after your SMSF is established, and we are not liable for any loss; and
- our liability for a breach of any condition or warranty in this Agreement is limited to either supplying the Establishment Service again, or paying you the cost of having the Establishment Service supplied again. However, this limitation of liability does not apply to the extent that the liability directly results from our fraud, wilful default, dishonesty or negligence.

## Your indemnity to us

You indemnify us and our officers, employees and agents, members of the HUB24 Limited group of companies and their officers, employees and agents in relation to any claim or for any loss incurred arising from or in connection with:

- any breach of this Agreement by you;
- any willful, unlawful or negligent act or omission by you or your adviser;
- a breach of any warranty you have given in this Agreement;
- any action we take based on an instruction from you or your adviser, or any instruction we reasonably believe to be genuine; or

- having reasonably relied on any information provided by you, your adviser or obtained from the ATO while acting as your tax agent,

except to the extent that the claim or loss directly resulting from our fraud, willful default, dishonesty or negligence.

## Your undertakings

By authorising us to provide the Establishment Service to you, you warrant that you are eligible to be a trustee/trustee Director and member of an SMSF and that all information provided to us by you or your adviser is correct.

You undertake to:

- notify us as soon as reasonably possible in writing if anything occurs that may affect the establishment process;
- provide us with any documents, information or instructions we reasonably require to perform our obligations as detailed in the Agreement or as imposed by the law, and to ensure that any such information will be accurate;
- notify us as soon as practicable where any information previously supplied to us has changed or you believe it is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you or your adviser; and
- provide all applicable executed/completed documents to us so that we can submit the required documentation with the ATO, and settle the trust with a nominal amount.

## Amendments and changes

From time to time, we may change the services provided under the Establishment Service. We may vary the terms of this Agreement at any time, subject to the below, unless the change has, or is likely to have, a materially adverse effect on you, in which case we will give you reasonable notice.

Reasonable notice will ordinarily include at least 30 days' notice. We may vary the terms of this Agreement without prior notice to you where such variation is reasonably necessary to ensure we meet our ongoing regulatory and legal obligations; and/or restore or maintain the security of the Provider's systems or any accounts.

## Survival

Relevant sections within this Guide titled 'General Information', 'Fees and Costs', 'Your acknowledgements', 'Your indemnity to us', 'Your undertakings', 'Termination', and any other provision of this Agreement intended to survive termination of this Agreement will continue to apply following termination of this Agreement.

## Severability

A provision or part thereof of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts thereof continue in full force.

## Termination

The Establishment Service may be terminated by either party by providing 14 days written notice of termination to the other party.

If you terminate the Establishment Service within 30 days after we issued the establishment documentation to your Adviser, HUB24 will charge a fee of \$700 (inclusive of GST) to recover expenses incurred in the preparation of your SMSF documentation.

We may also terminate the Establishment Service immediately (in which case we will promptly notify you):

- if after 30 days of HUB24 providing you with the establishment documentation and you fail to sign the documents to set up your SMSF, unless otherwise approved by us, HUB24 will charge a fee of \$700 (inclusive of GST) to recover expenses incurred in the preparation of your SMSF documentation;
- if after 90 days HUB24 has issued you with 'Part 2: Application to open a HUB24 Invest account (including the Administration Service)' of the Application Form to sign to establish your HUB24 Invest account and Administration Service and you fail to provide sign and submit this Application Form, HUB24 will charge a fee of \$700 (inclusive of GST) to recover expenses incurred in the preparation of your SMSF documentation;

- if after 30 days of activating your HUB24 Invest account and Administration Service you fail to transfer funds into your HUB24 Invest account, HUB24 will charge a fee of
- \$700 (inclusive of GST) to recover expenses incurred in the preparation of your SMSF documentation;
- if you become insolvent (including if you are unable to pay your debts when due or do anything that suggests you cannot do so);
- if you breach this Agreement and (if rectification is possible) you fail to rectify the breach within 10 business days following notice by us to you of such breach; or
- if we become aware that you are using your account fraudulently or for money laundering or terrorism financing.

Notwithstanding any termination, you will be liable to reimburse us for any applicable fees accrued for using the Establishment Service to the extent you have not already paid them.

HUB24's obligations under the Establishment Service will be satisfied on completion of Steps 1 to 6 outlined in the section titled 'Six Steps to Set Up Your SMSF'. From that point the Establishment Service will end. The ongoing administration of your SMSF will continue under the terms of the Administration Service which forms part of the product.

## Feedback and complaints

### How we deal with complaints

We take complaints seriously as they give us information about how we can improve our services to you. We have an internal complaints handling policy that you can access free of charge by calling the HUB24 client services team on 1300 854 994, or email [admin@hub24.com.au](mailto:admin@hub24.com.au).

### Internal complaints resolution process

If we cannot resolve your complaint immediately, we will try to resolve it as quickly as possible. Each complaint or dispute is logged in our complaints register and assigned to an appropriate person to resolve.

We aim to resolve most issues within 21 business days, however the maximum timeframe to resolve a complaint is 30 days.

In some cases where there are complicated facts or circumstances beyond our control which cause complaint resolution delays, we will need longer than 30 days to address to your complaint, in which case we will notify you of the delay (including the reasons for the delay), before the maximum timeframe above expires and we will keep you updated regularly on the progress of your complaint.

If your complaint relates to the operation of the Establishment Service, please contact our Complaints Officer at:

Email: [complaints@hub24.com.au](mailto:complaints@hub24.com.au)

Mail: HUB24 Custodial Services Ltd, GPO Box 529, Sydney NSW 2001

If your complaint relates to the advice you received from your adviser in relation to the establishment of your SMSF,

we recommend you discuss the issue with your adviser or refer to the complaints section of your adviser's Financial Services Guide.

### External complaints resolution process

If an issue has not been resolved by our internal complaints resolution process to your satisfaction, there is an independent external dispute resolution scheme you can contact.

AFCA is the external dispute resolution scheme for the financial services industry. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

There may be a time limit for referring your complaint to AFCA. You should contact AFCA or visit the AFCA website for more details.

You can also contact ASIC on 1300 300 630 to make a complaint and to obtain further information about your rights.



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## How to contact us

If you need help regarding the Establishment Service, you should first speak to your adviser. You can also contact us by:

Email: [admin@hub24.com.au](mailto:admin@hub24.com.au)

Phone: 1300 584 994

Fax: 1300 781 689

Mail: GPO Box 529, Sydney NSW 2001

### GENERAL ADVICE WARNING

This information presented in this document may contain general advice only and is not financial product advice. It has been prepared without taking into account any person's objectives, financial situation or needs. Accordingly, before acting on any of this information, the viewer should consider the appropriateness of the information, having regard to their, or their clients', objectives, financial situation, and needs. Disclosure documents for HUB24 Invest and HUB24 Super are available at [www.hub24.com.au](http://www.hub24.com.au). It is important to consider these documents before making a recommendation about a financial product. Past performance is not indicative of future performance. No representations or warranties express or implied, are made as to the accuracy or completeness of the information contained in this document. To the maximum extent permitted by law, neither HUB24 nor its directors, employees or agents accept any liability for any loss arising in relation to this document.

### IMPORTANT INFORMATION

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