

LRBA service form



Complete and return to documentservices@heffron.com.au or mail to PO Box 200 Maitland NSW 2320.

Services required (Tick whichever is applicable):

Limited recourse borrowing arrangement: Please refer to the following guides before completing this form:

- [Third party LRBA guide](#)
- [Related party LRBA guide](#)

Incorporation of a Corporate Custodian – Additional costs of \$990 incl GST apply

Mortgage documents (for related party LRBAs only) – Additional costs of \$2,090 incl GST apply

Amendment of the rules of the SMSF – Additional costs apply. Please complete our Trust deed amendment service form

SECTION A: ACCOUNTANT/ADVISER DETAILS

Contact person		Company name	
Postal address			
Suburb		State	Postcode
Phone		Email	
Mobile phone		CC Email	
The documents will be emailed to the email address(es) listed above			

SECTION B: SMSF, TRUSTEE AND MEMBER DETAILS (Tick whichever is applicable)

SMSF name			
ABN			
Individual trustees			
Corporate trustee (Please attach a copy of the latest ASIC company statement. A fee may apply if not provided)			
Company name		ACN	
INDIVIDUAL 1	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title
INDIVIDUAL 2	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title
INDIVIDUAL 3	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title
INDIVIDUAL 4	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title
INDIVIDUAL 5	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title
INDIVIDUAL 6	Member	Individual Trustee	Director (Corporate trustee)
Full legal name (First/Middle/Last)			Title

Heffron Consulting Pty Ltd ABN 88 084 734 261 AFSL 241 739

SECTION C: PLEASE ATTACH THE FOLLOWING (Tick whichever is applicable, and attach)

The SMSF's current trust deed/rules (Please note that your lender may require you to obtain a deed of amendment –Ensure that you have discussed this with them)
Change of trustee documents (if the trustee has changed since the execution of the current deed/rules)
A copy of the latest ASIC company statement (or recent company extract) for any company involved (A fee may apply if not provided)
A copy of the purchase contract for the asset

SECTION D: CUSTODIAN DETAILS (Tick whichever is applicable)

Individual custodian(s)					
Existing corporate custodian (Please attach a copy of the latest ASIC company statement. A fee may apply if not provided)					
Company name			ACN		
Would you like Heffron to become the ASIC agent and Registered office? (Additional fees apply)				Yes	No
New corporate custodian (Heffron are instructed to provide any relevant information to 3rd parties in relation to the establishment of this company)					
Preferred company name					
Alternate company name					
Would you like Heffron to become the ASIC agent and registered office? (Additional fees apply)				Yes	No
Registered office address (if not Heffron)					
Suburb		State		Postcode	
ASIC requires full physical address details and will not accept a PO Box, property name or Mail Service number. If rural property, please provide the name of the access road to the property					
Occupier of above address (if not the company or Heffron)					
Principal place of business address			As above		
Suburb		State		Postcode	
INDIVIDUAL 1	Individual custodian		Director		Secretary
Full legal name (First/Middle/Last)					
<i>Only complete the following if a company is being incorporated</i>					
Director identification number			Date of birth		
Residential address					
Suburb		State		Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued		
INDIVIDUAL 2	Individual custodian		Director		Secretary
Full legal name (First/Middle/Last)					
<i>Only complete the following if a company is being incorporated</i>					
Director identification number			Date of birth		
Residential address					
Suburb		State		Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued		

SECTION D: CUSTODIAN DETAILS (CONTINUED) (Tick whichever is applicable)

INDIVIDUAL 3	Individual custodian	Director	Secretary
Full legal name (First/Middle/Last)			
<i>Only complete the following if a company is being incorporated</i>			
Director identification number		Date of birth	
Residential address			
Suburb		State	Postcode
Place of birth (Country, State, Suburb)		Number of ordinary shares to be issued	
INDIVIDUAL 4	Individual custodian	Director	Secretary
Full legal name (First/Middle/Last)			
<i>Only complete the following if a company is being incorporated</i>			
Director identification number		Date of birth	
Residential address			
Suburb		State	Postcode
Place of birth (Country, State, Suburb)		Number of ordinary shares to be issued	
INDIVIDUAL 5	Individual custodian	Director	Secretary
Full legal name (First/Middle/Last)			
<i>Only complete the following if a company is being incorporated</i>			
Director identification number		Date of birth	
Residential address			
Suburb		State	Postcode
Place of birth (Country, State, Suburb)		Number of ordinary shares to be issued	
INDIVIDUAL 6	Individual custodian	Director	Secretary
Full legal name (First/Middle/Last)			
<i>Only complete the following if a company is being incorporated</i>			
Director identification number		Date of birth	
Residential address			
Suburb		State	Postcode
Place of birth (Country, State, Suburb)		Number of ordinary shares to be issued	

SECTION E: ASSET BEING PURCHASED

Provide details of the Asset to be purchased using the loan amount and as permitted under sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993. Please be advised that neither Heffron nor Sydney Business Lawyers is liable for or accepts liability for compliance with the requirements of sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993.

The Custodian will hold the Asset on trust for the SMSF and the SMSF will hold a beneficial interest in the Asset. Neither Heffron nor Sydney Business Lawyers is responsible to check the accuracy of the Asset's information as provided below.

If the Asset is to be real property you will need to provide below the folio identifier reference and street address. If the Asset is to be a collection of identical assets that have the same market value (e.g. identical shares or identical units in a managed fund) note the identical asset below.

Asset details				
<i>Only complete the following if the Asset is real property</i>				
Street address				
Suburb		State		Postcode
Folio identifier				

SECTION F1: RELATED PARTY BORROWING ARRANGEMENT DETAILS

Individual lender	Full legal name(s) (First/Middle/Last)			
Corporate lender	Company name		ACN	
Director full legal name(s) (First/Middle/Last)				
Trust lender	Trust Name		ABN	
Trustee full legal name(s) (First/Middle/Last)				
Loan amount (non-recourse)	\$			
Safe harbour rules ¹ apply				
Safe harbour rules do not apply – <i>Please complete the following details</i>				
Loan amount interest ^{2,3} rate	%			
Interest repayment periods (in arrears)	Monthly		Quarterly	
Interest repayment	Principal & interest		Interest only	
Term of the loan	years			
Governing law (Which state will the LRBA be governed by?) ⁴				

¹ Please see included appendix.

² Please note that for Superannuation Law purposes the Loan Amount Interest Rate as agreed between the SMSF and the Custodian/Lender or the Lender must be on an arm's length basis and the term and conditions of the borrowing must be no more favourable than those which it is reasonable to expect would apply if the borrower and the lender were dealing with each other at arm's length in the same circumstances. It is noted for further emphasis that the Loan Amount must be of a non-recourse nature and the Loan Amount Interest Rate should reflect this fact. For further reference please refer to section 109 of the Superannuation Industry (Supervision) Act 1993. Where a company is acting as the Lender, you should also seek advice concerning Division 7A of the Income Tax Assessment Act 1936 prior to entering in to a borrowing structure.

³ The "Default Interest Rate" as defined in the Borrowing Arrangement will be 4% higher than the Loan Amount Interest Rate.

⁴ If the Asset purchased is real property, the Borrowing Arrangement will be governed in the state in which the property is located.

SECTION F2: THIRD PARTY BORROWING ARRANGEMENT DETAILS

Governing law (Which state will the LRBA be governed by?) ⁴	
Name of third party lender / Bank	
Contact person	
Contact number	
Contact email	

⁴ If the Asset purchased is real property, the Borrowing Arrangement will be governed in the state in which the property is located.

SECTION G: ACKNOWLEDGEMENT & AUTHORITY

The trustee(s) or director(s) of the corporate trustee hereby:

- acknowledge they have read, understood, and agreed to the terms detailed in Heffron's [Privacy Policy](#)
- declare the information provided on this form is true and correct and agree to pay for the services requested on this form and, in the event that any information on this form is incorrect and Heffron are requested to amend the documentation, agree to pay any amendment fees charged
- acknowledge and understand to complete the documentation Heffron will prepare on the basis that all individuals are 18 or older and they have their capacity to sign, unless told otherwise
- **(in the case of a new company, if applicable:)**
 - instruct & authorise Heffron to provide any relevant information to 3rd parties in relation to the establishment of this company, and appoint such 3rd party as an agent to sign and lodge the application for registration of the company/change of company details
 - declare the director(s), secretary(ies) and shareholder(s) on this form have consented in writing to their appointment (as required by the Corporations Act)
- instruct Heffron to provide any requested services to the trustee(s) or director(s) of the corporate trustee using the information provided on this form, and acknowledge and understand that neither the contents of this form, nor the documentation prepared or other services provided constitute 'Financial Product Advice' as defined in the Corporations Act 2001 and should not be regarded as such
- acknowledge and understand unless a Statement of Advice from Heffron recommending the course of action contemplated by these documents has been obtained, Heffron has not reviewed the personal circumstances of any individual to determine whether or not the requested services are appropriate. The services provided by Heffron are limited to those requested on this form as instructed by the trustee(s) or director(s) of the corporate trustee

Signature of person authorised to make the above statements on behalf of the trustee(s) or director(s) of the corporate trustee

Print name

Date

PAYMENT INFORMATION

Amount: \$	
EFT Transfer	BSB: 082 691 Account: 561309446 <i>Please attach transaction receipt of payment to service form as confirmation of payment</i>
Credit Card	Document services payments <i>Please attach transaction receipt of payment to service form as confirmation of payment</i>
Direct Debit Authority in place	

LRBA service form – Appendix

SAFE HARBOUR RULES

	Real property (residential or commercial)	Collection of stock exchange listed shares/units
Interest rate	<p>RBA Indicator Lending Rates for banks providing standard variable housing loans for investors.</p> <p>Applicable rates:</p> <ul style="list-style-type: none"> 2023/24 : 8.85% Later years : the rate published for the month of May immediately prior to the start of the relevant financial year 	<p>RBA Indicator Lending Rates for banks providing standard variable housing loans for investors plus 2%.</p> <p>Applicable rates:</p> <ul style="list-style-type: none"> 2023/24 : 8.85% plus 2% = 10.85% Later years : the rate published for the month of May immediately prior to the start of the relevant financial year plus 2%
Fixed / variable interest rate	<p>Interest rate may be variable or fixed.</p> <p>Variable</p> <p>Use the applicable rate (as set out above) for each year of the LBRA.</p> <p>Fixed</p> <p>Trustees may choose to fix the rate at the commencement of the arrangement for a specified period, up to a maximum of 5 years. The loan must convert to a variable interest rate loan at the end of the nominated period.</p> <p>The fixed rate that applies for any arrangement commenced in 2023/24 is 8.85%.</p>	<p>Interest rate may be variable or fixed.</p> <p>Variable</p> <p>Use the applicable rate (as set out above) for each year of the LBRA.</p> <p>Fixed</p> <p>Trustees may choose to fix the rate at the commencement of the arrangement for a specified period, up to a maximum of 3 years. The loan must convert to a variable interest rate loan at the end of the nominated period.</p> <p>The fixed rate that applies for any arrangement commenced in 2023/24 is 10.85%.</p>
Term of the loan	<ul style="list-style-type: none"> Original loan: 15 year maximum loan term Re-financed loan : maximum loan term is 15 years less the duration(s) of any previous loan(s) relating to the asset. 	<ul style="list-style-type: none"> Original loan: 7 year maximum loan term Re-financed loan : maximum loan term is 7 years less the duration(s) of any previous loan(s) relating to the collection of assets.

LRBA service form – Appendix

	Real property (residential or commercial)	Collection of stock exchange listed shares/units
Loan to Market Value Ratio (LVR)	<p>Maximum LVR : 70%</p> <p>If more than one loan is taken out to acquire (or refinance) the asset, the total amount of all those loans must not exceed 70% LVR.</p> <p>The market value of the asset is to be established when the loan (original or re-financing) is entered into.</p>	<p>Maximum LVR : 50%</p> <p>If more than one loan is taken out to acquire (or refinance) the collection of assets, the total amount of all those loans must not exceed 50% LVR.</p> <p>The market value of the collection of assets is to be established when the loan (original or re-financing) is entered into.</p>
Security	A registered mortgage over the property is required.	A registered charge/mortgage or similar security (that provides security for loans for such assets) is required.
Personal Guarantee	Not required.	Not required.
Nature & frequency of repayments	<p>Each repayment is of both principal and interest.</p> <p>Repayments are monthly.</p>	<p>Each repayment is of both principal and interest.</p> <p>Repayments are monthly.</p>
Loan agreement	A written and executed loan agreement is required.	A written and executed loan agreement is required.