T O P D O C S . C O M . A U

# TOPDOCS

**SMSF LOAN AGREEMENT   
FULL SERVICE ORDER FORM**

To order your SMSF Loan Agreement documents:

1. Complete all relevant fields in BLOCK LETTERS
2. Fax this form to Topdocs at **(03) 8256 0108**; or email this form to Topdocs at [**or**](mailto:orders@topdocs.com.au)[**ders@topdocs.com.au**](mailto:ders@topdocs.com.au)

**Scope of this document**

Our SMSF loan agreement (**Loan Agreement**)has been drafted to document a loan between the trustee of a self-managed superannuation fund and an individual, company or trustee of a trust.

The Loan Agreement is only applicable within the jurisdiction of the Commonwealth of Australia and its states and territories.

We note that SMSFs are prohibited from lending to a member of the fund or to relatives of the member as defined in the *Superannuation Industry (Supervision) Act 1993* (Act). SMSFs may lend to other related parties, as defined in the Act, provided that the loan, which may be classified as an in-house asset, will not cause the total of in-house assets of the fund to exceed the permitted 5% limit.

Additionally, caution should be taken as to the purpose of a loan to a related entity as, if the loan amount is on-lent to a member or their relative, the ATO could deem the loan to be in breach of the prohibition mentioned above.

**Disclaimers**

We confirm that we are neither licensed nor qualified to provide financial or legal advice. The commentary above, and the provision of your prepared documentation, should be considered as general in nature and should not, therefore, be taken as advice in relation to the suitability or otherwise of the proposed loan(s) or the entering into of the Loan Agreement by the parties.

We have not been instructed to give advice as to the interests of the lender or the borrower regarding the loan(s) nor the commerciality of the terms of the loan. Accordingly, we recommend that these parties either arrange for independent legal advice to determine their interests, or satisfy themselves that they do not require such advice before executing their documentation.

**SECTION A (I): PERSON/ADVISER ORDERING DETAILS**

|  |  |  |
| --- | --- | --- |
| Name: | | Signature: |
| Company Name: | | |
| Postal Address: | | |
| Date Of Order:    /    / | | Your Ref: |
| Phone: (     ) -       - | Fax: (     ) -       - | Email: |

**SECTION A (II): PAYMENT DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Enclosed is payment for the sum of: $ | | | | |
| Direct Debit\* | Visa | Mastercard | | Cheque |
| Card Holder Name: | | | | |
| Credit Card Number:      -      -      - | | | | |
| Expiry Date:    / | | | Authorised Card Signature: | |

\*To pay by Direct Debit you must have a current Direct Debit agreement with Topdocs. If you would like to arrange for Direct Debit for future purchases please contact Topdocs on **1300 65 92 42**

**SECTION B: FUND DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Fund Name: |  | | | |
| Is the Borrower a 'related party' of the Lender? | Yes – please read note below | | No | |
| **NOTE: COMPLIANCE CAUTION - RELATED PARTY LOANS**  SMSFs are prohibited from lending to a member of the fund or to relatives of the member.  SMSFs may lend to other related parties, provided that the loan, which may be classified as an in-house asset, will not cause the total of in-house assets of the fund to exceed the permitted 5% limit.  Additionally, caution should be taken as to the purpose of a loan to a related entity as, if the loan amount is on-lent to a member or their relative, the ATO could deem the loan to be in breach of the prohibition mentioned above. | | | | |
| Registered Address: |  | | | |
| Email Address: |  | | | |
| Trustee 1/Director 1: |  | Trustee 2/Director 2: | |  |
| Trustee 3/Director 3: |  | Trustee 4/Director 4: | |  |
| **IF Trustee is a Company, please provide the following:** | | | | |
| Corporate Trustee Name: |  | | | |
| Corporate Trustee ACN: | -       - | | | |

**SECTION C: BORROWER DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| Borrower Type | Individual  Company  Trust: Trust Name:  Individual Trustees of the Trust  Corporate Trustee of the Trust | | |
| Borrower Name(s)  *(if Borrower is a Trust, provide the name of the Trustee/s)* |  | | |
| ACN (if applicable): | -       - | | |
| Registered Address: |  | | |
| Email Address: |  | | |
| Trustee 1/Director 1: |  | Trustee 2/Director 2: |  |
| Trustee 3/Director 3: |  | Trustee 4/Director 4: |  |

**SECTION D: LOAN DETAILS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Loan Amount | $ | | | | | |
| Do you wish to allow further advances during the term of the Loan? | Yes | No | |  |  | |
| Loan Term (years) |  | | | | | |
| Will interest be payable on the Loan? | Yes | No | |  |  | |
| What is the interest rate that will apply to the Loan (per annum)? | % |  | |  |  | |
| **Interest Payment**  Will the interest be paid in instalments or as a lump sum on the last day of the term? | Paid in instalments  Frequency of repayment  weekly  monthly  quarterly  annually  Paid as a lump sum | | | | | |
| **Principal Repayment**  Will the principal be repaid in instalments or as a lump sum on the last day of the term? | Paid in instalments  Frequency of repayment  weekly  monthly  quarterly  annually  Paid as a lump sum | | | | | |
| Can the Borrower make early repayments? | Yes | | No | | | |
| Can the Lender demand repayment of the Loan within the term by notice to the Borrower? | Yes | | No | | | |
| If **YES**, what period of notice must be given to the Borrower (in days)? |  | | | | | |
| Jurisdiction of Loan Agreement  *(State or Territory)* |  | | | | | |
| Is the Loan to be secured? | Yes – *complete details in Section E* | | | No – *stop here* | |  |

**SECTION E (I): SECURITY DETAILS**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Type of Security** | | | | | | | | | |
| Guarantee | Guarantor 1 Name: |  | | |  | Date of Birth: | | | /    / |
|  | Guarantor 2 Name: |  | | |  | Date of Birth: | | | /    / |
|  | Guarantor 3 Name: |  | | |  | Date of Birth: | | | /    / |
|  | Guarantor 4 Name: |  | | |  | Date of Birth: | | | /    / |
|  | Limit (if any): | $ | | |  |  | | | |
|  | Will the Guarantor be obtaining legal advice? | | | Yes | | | | No | |
| Security Interest | What type of collateral is being used as security? | | Commercial | | | | Consumer | | |
| What class of collateral is being used as security? | | General  *(all property now owned and any property later acquired by the grantor - no exceptions)* | | | | | | |
| Specific Financial  *(charge over units or shares)*  Is the security being provided a charge over units or shares?  Charge over units   1. Name of the Trust the units are held in: 2. Number of units to be secured: 3. Class of units to be secured:   Charge over shares   1. Company Name the shares are held in: 2. Company ACN: 3. Number of shares to be secured: 4. Class of shares to be secured: | | | | | | |
| Mortgage | What is the property address?       What type of mortgage is being registered?  First registered mortgage;  Second registered mortgage; or  Third registered mortgage | | | | | | | | |

**SECTION E (II): SECURITY PROVIDER DETAILS   
(If Type of Security is Security Interest Agreement or Mortgage only)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Is the Security Provider the Borrower? | | Yes – *go to Section E(III)* | | | | No – *complete details below* |
| Security Provider Type | | Individual  Company  Trust: Trust Name:  Individual Trustee of the Trust  Corporate Trustee of the Trust | | | | |
| Security Provider Name | |  | |  | ACN (if applicable):       -       - | |
| *(if Security Provider is a Trust, provide the name of the Trustee/s)* | |  | | | | |
| Address: | | | | | | |
| **If the Security Provider is a Company or a Corporate Trustee of a Trust, provide the name/s of the Director/s** | | | | | | |
| Director 1: |  | | Director 2: | |  | |
| Director 3: |  | | Director 4: | |  | |

**SECTION E (III): SECURITY DOCUMENT PREPARATION**

|  |  |  |
| --- | --- | --- |
| Is security documentation to be prepared by Topdocs? | Yes – *complete additional information in Section E(IV) (additional charges will apply)* | No – *stop here* |

**SECTION E (IV): ADDITIONAL SECURITY INFORMATION**

**Please complete details where applicable.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Type of Security** | | | | | | |
| Guarantee | No additional information required | | | | | |
| Security Interest | No additional information required | | | | | |
| Mortgage | **Title Details** | | | | | |
| Title Volume: |  | | | | |
| Folio: |  | |
| Are there any mortgages currently registered against the title of this property? | | Yes | | No | |
| If **YES**, please provide details: | | 1. Mortgagee name: 2. Amount secured: $ 3. Is this to be discharged upon entering into this mortgage?  Yes  No | | | |
| What is the value of the land to be mortgaged? | | $ | | | |
| What is the equity in the land to be mortgaged? | | $ | | | |
| Who currently occupies the land? | |  | | | |
| Is there a current lease over the property? | | Yes | | | No |
| If **YES**, please provide details: | | 1. Lessee name: 2. Date of lease agreement:    /    / | | | |
| Are there any other encumbrances over the land? | | Yes | | | No |
| Are there current insurance policies over the property in place to protect against fire and other usual risks? | | Yes | | | No |