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# **Workpapers - 2021 Financial Year**

## **Mailer D And J Superannuation Fund**

Preparer: Thomas Nasmyth

Reviewer: Sam Greco

Printed: 01 December 2021

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# Lead Schedule

2021 Financial Year

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Code	Workpaper	CY Balance	LY Balance	Change	Status
24200	Contributions	(\$6,427.03)	(\$151.43)	4144.23%	Completed
25000	Interest Received	(\$5,095.25)	(\$6,380.60)	(20.14)%	Completed
30100	Accountancy Fees	\$1,441.00	\$1,200.00	20.08%	Completed
30400	ATO Supervisory Levy	\$259.00	\$259.00	0%	Completed
30700	Auditor's Remuneration	\$385.00	\$1,232.00	(68.75)%	Completed
30800	ASIC Fees	\$267.00	\$267.00	0%	Completed
48500	Income Tax Expense	\$1,375.50	\$513.30	167.97%	Completed
49000	Profit/Loss Allocation Account	\$7,795.94	\$3,060.73	154.71%	Completed
50000	Members	(\$133,029.00)	(\$125,233.06)	6.23%	Completed
60400	Bank Accounts	\$133,488.80	\$209.59	63590.44%	Completed
64000	Formation Expenses	\$330.00	\$330.00	0%	Completed
74200	Business Loans		\$123,314.99	100%	Completed
85000	Income Tax Payable /Refundable	(\$789.80)	\$1,972.25	(140.05)%	Completed
88010	Creditors - ATO		(\$593.77)	100%	Completed
A	Financial Statements				Completed
B	Permanent Documents				Not Started
C	Other Documents				Not Started
D	Pension Documentation				Not Started
E	Estate Planning				Not Started

# 24200 - Contributions

2021 Financial Year

Preparer Thomas Nasmyth

Reviewer Sam Greco

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	(\$3,213.51)	(\$151.43)	2022.11%
MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulationn)	(\$3,213.52)		100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$6,427.03)	(\$151.43)	

## Supporting Documents

- Contributions Breakdown Report [Report](#)
- 2021 REDC0003 Profit and Loss - SMSF Super Contributions.pdf

## Standard Checklist

- Attach copies of S290-170 notices (if necessary)
- Attach copy of Contributions Breakdown Report
- Attach SuperStream Contribution Data Report
- Check Fund is registered for SuperStream (if necessary)
- Ensure all Contributions have been allocated from Bank Accounts
- Ensure Work Test is satisfied if members are over 65



# Mailer D And J Superannuation Fund

## Contributions Breakdown Report

For The Period 01 July 2020 - 30 June 2021

### Summary

Member	D.O.B	Age (at 30/06/2020)	Total Super Balance (at 30/06/2020) *1	Concessional	Non-Concessional	Other	Reserves	Total
Mailer, Daniel	Provided	47	94,019.57	3,213.51	0.00	0.00	0.00	3,213.51
Mailer, Julie	Provided	43	31,213.49	3,213.52	0.00	0.00	0.00	3,213.52
<b>All Members</b>				<b>6,427.03</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,427.03</b>

\*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

### Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Mailer, Daniel	Concessional (5 year carry forward cap available)	3,213.51	75,000.00	71,786.49 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Mailer, Julie	Concessional (5 year carry forward cap available)	3,213.52	75,000.00	71,786.48 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

### Carry Forward Unused Concessional Contribution Cap

Member	2016	2017	2018	2019	2020	2021	Current Position
Mailer, Daniel							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	1,000.00	6,288.49	900.00	0.00	0.00	3,213.51	
Unused Concessional Contribution	0.00	0.00	0.00	25,000.00	25,000.00	21,786.49	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	25,000.00	50,000.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	71,786.49 Below Cap
Total Super Balance	0.00	0.00	88,359.84	90,571.97	91,684.42	94,019.57	



**Total - Mailer, Daniel**

**3,213.51      0.00      0.00      0.00**

**0.00      0.00      0.00**

**Mailer, Julie**

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
21/08/2020	ASIC Payment of SMSF Trustee - ISOAR Custodians Pty Ltd	Employer	133.50									
19/02/2021	Payment of Integrated Client Account	Employer	296.89									
29/03/2021	Transfer from Member's Employer	Employer	67.00									
19/05/2021	Income Tax instalment paid by Employer of Members	Employer	67.00									
28/05/2021	Reimburse Loan to Associates and interest and Employer Contribution	Employer	2,649.13									
<b>Total - Mailer, Julie</b>			<b>3,213.52</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Total for All Members**

**6,427.03      0.00      0.00      0.00**

**Redcliffe Property Group R E Trust**  
**Trustee**  
**( Redcliffe Property Group R E Pty Ltd ) ABN 36 270 058 544**  
**Detailed Profit and Loss Statement**  
**For the year ended 30 June 2021**

	<b>2021</b>	<b>2020</b>
	\$	\$
<hr/>		
<b>Income</b>		
Assessable gov. industry paymt	10,500.00	9,000.00
Commissions received	1,057,363.23	624,667.34
Property Management Income	403,452.57	404,931.62
FBT employee contributions	13,196.41	7,928.20
<b>Interest received</b>		
- Interest Received	9,302.94	6,267.67
Other Income	11,370.89	4,721.24
Total income	1,505,186.04	1,057,516.07
<b>Expenses</b>		
Accountancy	15,331.81	8,017.27
Advertising and promotion	47,315.78	17,642.67
Bank Fees And Charges	5,621.72	5,571.29
Bookkeeping Fees	11,579.30	17,966.89
Borrowing Expenses	279.00	316.00
Cleaning/rubbish removal	1,548.16	1,097.74
Commissions	3,000.00	
Commissions - Assoc. persons		20,000.00
Computer Software	31,796.99	30,160.25
Contract payments		5,295.10
Electricity	8,387.25	8,172.35
Entertainment	430.99	
Fees & charges	1,821.65	1,029.00
Hire/rent of Plant & Equipment	984.88	1,247.88
Insurance	5,943.96	5,304.25
Interest - Australia	42,288.64	36,459.71
Labour Hire	228,432.35	286,160.00
Legal fees	1,517.43	
Licences And Registration	7,140.00	7,140.00
Management fees	14,830.00	14,840.00
M/V car - Depreciation	136,752.00	95,274.00
<hr/>		

**These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
Compilation Report and Notes which form part of these financial statements.**

**Redcliffe Property Group R E Trust**  
**Trustee**  
**( Redcliffe Property Group R E Pty Ltd ) ABN 36 270 058 544**  
**Detailed Profit and Loss Statement**  
**For the year ended 30 June 2021**

	<b>2021</b>	<b>2020</b>
	<b>\$</b>	<b>\$</b>
M/V Car - Fuel	13,265.81	12,802.78
M/V Car - Interest		5,280.05
M/V car - Rego/Insurance	10,768.54	7,654.56
M/V car - Repairs	16,901.13	7,627.52
Parking And Tolls	421.06	390.01
Postage	4,437.60	4,741.18
Printing & stationery	33,832.39	24,169.58
Rent on land & buildings	138,825.76	114,159.04
Repairs & maintenance	34,288.49	24,737.43
Royalty payments - Australia	84,656.81	69,288.59
Security	502.67	490.04
Staff amenities	73,199.56	38,566.01
Staff training	28.77	
Subscriptions	27,370.53	29,915.00
<b>Superannuation - Assoc persons</b>	<b>6,427.03</b>	
Telephone	21,999.82	21,464.99
Travel, accom & conference	5,276.52	1,997.71
Uniform Costs	715.22	61.77
Total expenses	<u>1,037,919.62</u>	<u>925,040.66</u>
<b>Net Profit from Ordinary Activities before income tax</b>	<b><u>467,266.42</u></b>	<b><u>132,475.41</u></b>

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These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
Compilation Report and Notes which form part of these financial statements.

# 25000 - Interest Received

2021 Financial Year

Preparer Thomas Nasmyth

Reviewer Sam Greco

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
MAIL0015_ATOGENERALI	ATO General Interest Charges		(\$3.08)	100%
MAIL0015_Loan	Loan to Associated Entities	(\$5,069.91)	(\$6,376.41)	(20.49)%
MET604535480	Cash at Bank - Suncorp Acc: 604535480	(\$25.34)	(\$1.11)	2182.88%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$5,095.25)	(\$6,380.60)	

## Supporting Documents

- Interest Reconciliation Report [Report](#)
- Loans to Members Interest and Repayment - 2021.pdf [MAIL0015\\_Loan](#)
- Suncorp Interest Summary as 30-06-2021.pdf [MET604535480](#)

## Standard Checklist

- Attach Interest Reconciliation Report
- Ensure all interest has been recorded from Bank Statements
- Review Statements to ensure all TFN withheld has been input

**Mailer D And J Superannuation Fund**  
**Interest Reconciliation Report**

For The Period 01 July 2020 - 30 June 2021

Date	Payment Amount	Gross Interest	TFN Withheld	Foreign Income	Foreign Credits
<b>Bank Accounts</b>					
MET604535480 Cash at Bank - Suncorp Acc: 604535480					
31/07/2020	0.09	0.09			
31/08/2020	0.09	0.09			
30/09/2020	0.08	0.08			
31/10/2020	0.04	0.04			
30/11/2020	0.02	0.02			
31/12/2020	0.02	0.02			
31/01/2021	0.03	0.03			
28/02/2021	0.02	0.02			
31/03/2021	0.01	0.01			
30/04/2021	0.01	0.01			
31/05/2021	2.95	2.95			
30/06/2021	21.98	21.98			
	25.34	25.34			
	<b>25.34</b>	<b>25.34</b>			
<b>Business Loans</b>					
MAIL0015_Loan Loan to Associated Entities					
28/05/2021	5,069.91	5,069.91			
	5,069.91	5,069.91			
	<b>5,069.91</b>	<b>5,069.91</b>			

**Mailer D And J Superannuation Fund**  
**Interest Reconciliation Report**

For The Period 01 July 2020 - 30 June 2021

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<b>Date</b>	<b>Payment Amount</b>	<b>Gross Interest</b>	<b>TFN Withheld</b>	<b>Foreign Income</b>	<b>Foreign Credits</b>
<b>TOTAL</b>	<b>5,095.25</b>	<b>5,095.25</b>			

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**Tax Return Reconciliation**

	<b>Totals</b>	<b>Tax Return Label</b>
<b>Gross Interest</b>	5,095.25	11C

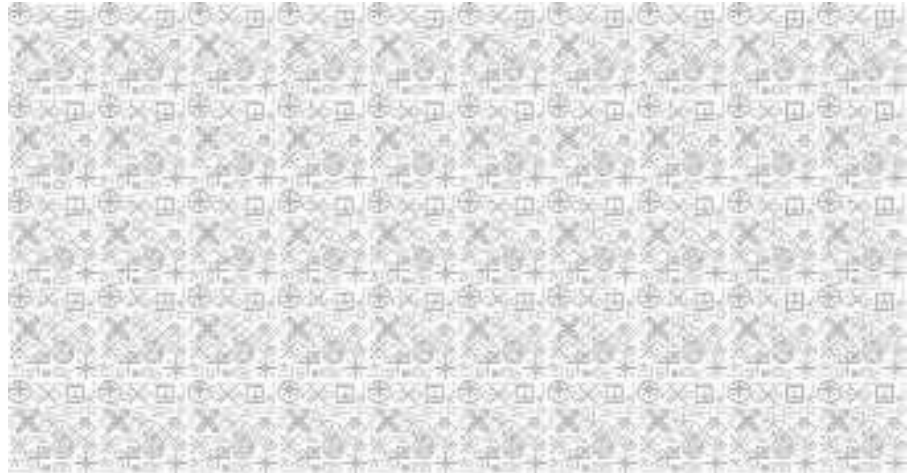
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## D & J Mailer SMSF

### Loans to Members

Date	Amount	Days in 2019	5.20% 2019 Interest	2019 Owing Balance	Days in 2020	5.37% 2020 Interest	2020 Owing Balance	Repayment 28/05/2021 Days in 2021	4.52% 2021 Interest	2021 Owing Balance
09/07/2018	\$ 50,000.00	357	\$ 2,543.01	\$ 52,543.01	366	\$ 2,821.56	\$ 55,364.57	332	\$ 2,276.23	\$ 57,640.80
09/07/2018	\$ 20,000.00	357	\$ 1,017.21	\$ 21,017.21	366	\$ 1,128.62	\$ 22,145.83	332	\$ 910.49	\$ 23,056.32
07/09/2018	\$ 2,000.00	297	\$ 84.62	\$ 2,084.62	366	\$ 111.94	\$ 2,196.56	332	\$ 90.31	\$ 2,286.87
21/09/2018	\$ 15,000.00	283	\$ 604.77	\$ 15,604.77	366	\$ 837.98	\$ 16,442.75	332	\$ 676.02	\$ 17,118.77
09/10/2018	\$ 10,000.00	265	\$ 377.53	\$ 10,377.53	366	\$ 557.27	\$ 10,934.80	332	\$ 449.57	\$ 11,384.37
08/03/2019	\$ 10,000.00	115	\$ 163.84	\$ 10,163.84	366	\$ 545.80	\$ 10,709.64	332	\$ 440.31	\$ 11,149.95
05/04/2019	\$ 10,000.00	87	\$ 123.95	\$ 10,123.95	366	\$ 543.66	\$ 10,667.61	332	\$ 438.58	\$ 11,106.19
Repayments										
21/02/2019	-\$ 263.00	130	-\$ 4.87	267.87	366	-\$ 14.38	282.25	332	-\$ 11.60	293.85
03/03/2019	-\$ 546.00	120	-\$ 9.33	555.33	366	-\$ 29.82	585.15	332	-\$ 24.06	609.21
14/05/2019	-\$ 546.00	48	-\$ 3.73	549.73	366	-\$ 29.52	579.25	332	-\$ 23.81	603.06
31/05/2019	-\$ 1,000.00	31	-\$ 4.42	1,004.42	366	-\$ -	1,004.42	332	-\$ 41.30	1,045.72
30/09/2019	-\$ 1,000.00				275	-\$ 40.35	1,040.35	332	-\$ 42.77	1,083.12
04/10/2019	-\$ 1,232.00				271	-\$ 48.99	1,280.99	332	-\$ 52.67	1,333.66
31/01/2020	-\$ 100.00				152	-\$ 2.23	102.23	332	-\$ 4.20	106.43
21/02/2020	-\$ 267.00				131	-\$ 5.13	272.13	332	-\$ 11.19	283.32
<b>Total</b>	<b>\$ 112,046.00</b>		<b>\$ 4,892.58</b>	<b>\$ 119,537.58</b>		<b>\$ 6,376.41</b>	<b>\$ 123,314.99</b>	<b>\$ 5,069.91</b>		<b>\$ 128,384.90</b>



### Account Transactions Continued

Date	Transaction Details	Withdrawal	Deposit	Balance
	<b>BALANCE BROUGHT FORWARD</b>			<b>135,041.82</b>
28 Jun 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 53316472 Sam Greco 207907	1,441.00		133,600.82
29 Jun 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 93180400 Tax Installment	134.00		133,466.82
30 Jun 2021	CREDIT INTEREST		21.98	133,488.80
	<b>CLOSING BALANCE</b>			<b>133,488.80</b>

### Summary of Interest, Fees and Charges on this account for period 1 January 2021 - 30 June 2021

	This Period	1 July to date		This Period	1 July to date
<b>Suncorp:</b>			<b>Government:</b>		
Interest Paid	\$25.00	\$25.34	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		<b>Other Financial Institutions:</b>		
			ATM Operator Fee	\$0.00	

**Notes:** Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55. It is important we hold your most up-to-date personal details, please contact us if these have changed.

Please retain this statement for taxation purposes.

# 30100 - Accountancy Fees

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
30100	Accountancy Fees	\$1,441.00	\$1,200.00	20.08%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$1,441.00	\$1,200.00	

## Supporting Documents

- General Ledger [Report](#)
- Accounting Fee MAIL0015.pdf [30100](#)

## Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Accountancy Fees (30100)</b>					
<u>Accountancy Fees (30100)</u>					
28/06/2021	Accounting Fee - Sam Greco & Co		1,441.00		1,441.00 DR
			<b>1,441.00</b>		<b>1,441.00 DR</b>
<b>Total Debits:</b>			<b>1,441.00</b>		
<b>Total Credits:</b>			<b>0.00</b>		



**CHARTERED ACCOUNTANT**

**Business Focused Solutions**

A.B.N. 16 230 504 491  
 PO Box 354, ASPLEY QLD 4034  
 Phone (07) 3263 5200 Fax (07) 3263 4830

Daniel And Julie  
 Mailer D And J Superannuation Fund  
 PO Box 414  
 REDCLIFFE QLD 4020

**Tax Invoice**  
**207907**  
 Ref: MAIL0015  
 25 June, 2021

Description	Amount
Professional Services Rendered Preparation of Financial Statements for the period ended 30 June 2020 which included: Dissection and coding of Bank Statements in preparation of Journals for preparation of Trial Balance for the year ended 30 June 2020 Calculate members benefits and allocate income to each member Preparation of Member Statements for the period ended 30 June 2020 Calculate Interest on in-house Loan Preparation and Lodgement of Superannuation Fund Tax Return and associated schedules for the year ended 30 June 2020 Preparation of Resolution of Minutes for the period ended 30 June 2020 Additional Correspondence with Auditor due to Audit Contravention in 2019 Sundry advice and Other Matters (This invoice does not include Auditor Fees. These will be invoiced separately by the Auditor.)*	1,441.00

**Terms: Strictly Seven Days** **AMT Due \$ 1,441.00**  
 The Amount Due Includes GST of \$131.00  
 \* Indicates Taxable Supply  
**Refer to our Terms of Trade on our website [www.taxonline.com.au](http://www.taxonline.com.au)**  
**REMINDER - TAX RETURNS AND BAS'S WILL NOT BE LODGED UNTIL PAYMENT OF INVOICE**

<b>Remittance Advice.</b>		Invoice: 207907
Mailer D And J Superannuation Fund		Ref: MAIL0015
*Cheque	*Cash	25 June, 2021
*M/card & VISA Only		
*Direct Deposit - please use Invoice No. as your REFERENCE		<b>Amt Due: \$ 1,441.00</b>
<b>Senrico Pty Ltd --- BSB 484 799 Acc 167 066 970</b>		
Card No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Validation No. <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder .....	Signature .....	Expiry Date ...../.....

# 30400 - ATO Supervisory Levy

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
30400	ATO Supervisory Levy	\$259.00	\$259.00	0%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$259.00	\$259.00	

## Supporting Documents

- General Ledger [Report](#)
- 2019 MAIL0015 ITR Calculation Page.pdf [30400](#)

## Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>ATO Supervisory Levy (30400)</b>					
<u>ATO Supervisory Levy (30400)</u>					
27/06/2021	2019 Income Tax Refund		259.00		259.00 DR
			<b>259.00</b>		<b>259.00 DR</b>

**Total Debits: 259.00**

**Total Credits: 0.00**

Credit for interest on early payments – amount of interest  
**H1**

Credit for tax withheld – foreign resident withholding (excluding capital gains)  
**H2**

Credit for tax withheld – where ABN or TFN not quoted (non-individual)  
**H3**

Credit for TFN amounts withheld from payments from closely held trusts  
**H5**

Credit for interest on no-TFN tax offset  
**H6**

Credit for foreign resident capital gains withholding amounts  
**H8**

**Eligible credits**  
**H**   
 (H1 plus H2 plus H3 plus H5 plus H6 plus H8)

**#Tax offset refunds**  
 (Remainder of refundable tax offsets). **I**   
 (unused amount from label E- an amount must be included even if it is zero)

**PAYG instalments raised**  
**K**

**Supervisory levy**  
**L**

**Supervisory levy adjustment for wound up funds**  
**M**

**Supervisory levy adjustment for new funds**  
**N**

**Total amount of tax refundable** **S**   
 (T5 plus G less H less I less K plus L less M plus N)

#This is a mandatory label.

**Section E: Losses**

**14 Losses**

If total loss is greater than \$100,000, complete and attach a Losses schedule 2019.

Tax losses carried forward to later income years **U**

Net capital losses carried forward to later income years **V**

Net capital losses brought forward from prior years

Non-Collectables	<input type="text"/>
Collectables	<input type="text"/>

Net capital losses carried forward to later income years

<input type="text"/>
<input type="text"/>



# 30700 - Auditor's Remuneration

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
30700	Auditor's Remuneration	\$385.00	\$1,232.00	(68.75)%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$385.00	\$1,232.00	

## Supporting Documents

- General Ledger [Report](#)
- 2020 MAIL0015 AUDIT LETTER 2020 \_ Qualified \_ Contravened.doc.pdf [30700](#)

## Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Auditor's Remuneration (30700)</b>					
Auditor's Remuneration (30700)					
25/06/2021	Audit Fee - A Boys		385.00		385.00 DR
			<b>385.00</b>		<b>385.00 DR</b>
<b>Total Debits:</b>	<b>385.00</b>				
<b>Total Credits:</b>	<b>0.00</b>				

## **SELF-MANAGED SUPERANNUATION FUND INDEPENDENT AUDITOR'S REPORT**

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### Approved SMSF auditor details

Name: Anthony William Boys

Business name: SUPER AUDITS

Business postal address: Box 3376 RUNDLE MALL 5000

SMSF auditor number (SAN): 100014140

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### Self-managed superannuation fund details

Self-managed superannuation fund (SMSF) name Mailer D and J Superannuation Fund

Australian business number (ABN) or tax file number (TFN): 18 970 461 911

Address C/- PO Box 354 ASPLEY QLD 4034

Year of income being audited 1 July 2019 – 30 June 2020

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### To the SMSF trustees

To the trustees of the Mailer D and J Superannuation Fund

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**AUDITING  
DUE DILIGENCE  
FORENSIC ACCOUNTING**

## Part A: Financial audit

### Opinion

I have audited the special purpose financial report of the Mailer D and J Superannuation Fund comprising; the Profit & Loss Statement for the financial year ending 30 June 2020, the Balance Sheet as at 30 June 2020 and the Notes to and forming part of the Accounts for the year ended 30 June 2020 of the Mailer D and J Superannuation Fund for the year ended 30 June 2020.

In my opinion, the financial report, presents fairly, in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at 30 June 2020 and the results of its operations for the year then ended.

### Basis for Opinion

My audit has been conducted in accordance with Australian Auditing Standards<sup>1</sup>. My responsibilities under those standards are further described in the Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report section of this report. I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including Independence Standards) (the Code) that are relevant to this audit and as required by the Superannuation Industry (Supervision) Regulations 1994 (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

### Emphasis of Matter - Basis of accounting

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist Mailer D and J Superannuation Fund meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

### Responsibilities of SMSF trustees for the financial report

Each SMSF trustee (individual trustee or director of the corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair

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<sup>1</sup>The Australian Auditing Standards issued by the Auditing and Assurance Standards Board.

presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund, or have no realistic alternative but to do so. The going concern basis of accounting is appropriate when it is reasonably foreseeable that the fund will be able to meet its liabilities as they fall due.

Each SMSF trustee is responsible for overseeing the fund's financial reporting process.

## **Approved SMSF auditor's responsibilities for the audit of the financial report**

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with the trustees and or the trustee's authorised representative regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during the audit.

## Part B: Compliance engagement

### Qualified Opinion

I have undertaken a reasonable assurance engagement on the Mailer D and J Superannuation Fund's compliance, in all material respects, with applicable provisions of the SISA and the SISR as listed below ("the listed provisions") for the year ended 30 June 2020.

Sections: 17A, 34, 35AE, 35B, 35C(2), 35 (D) (1), 52 (2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA 13.22 (B and C)

In my opinion, each trustee of Mailer D and J Superannuation Fund has complied, in all material respects, with the listed provisions, for the year ended 30 June 2020, **except for section 65.**

### Basis for Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 Compliance Engagements issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### Independence and quality control

I have complied with the independence and other ethical requirements relating to assurance engagements and applied Auditing Standards ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements in undertaking this assurance engagement.

### SMSF trustees' responsibilities

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the listed provisions, controls which will mitigate those risks and monitoring ongoing compliance.

**Approved SMSF auditor’s responsibilities**

My responsibility is to express an opinion on the trustees’ compliance with the listed provisions for the year ended 30 June 2020. ASAE 3100 Compliance Engagements requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustee(s) has / have complied in all material respects, with the listed provisions for the year ended 30 June 2020.

An assurance engagement to report on the trustees’ compliance with the listed provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the listed provisions for the year ended 30 June 2020.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance and have not covered any other provisions of the SISA and the SISR apart from those specified.

**Inherent limitations**

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected.

A reasonable assurance engagement for the year ended 30 June 2020, does not provide assurance on whether compliance with the listed provisions will continue in the future.

SMSF Auditor: A.W. Boys

  
SMSF Auditor’s signature

SMSF Auditor’s signature  
**Date:** 30 June 2021



The Trustees  
Mailer D and J Superannuation Fund  
C/- PO Box 354,  
ASPLEY QLD 4034

A.W. Boys  
Box 3376  
Rundle Mall 5000  
30 June 2021

Dear Trustees,

I have completed the audit of the Mailer D and J Superannuation Fund for the financial year ending 30 June 2020. The Trustees have complied in all material respects with the *Superannuation Industry (Supervision) Act 1993* and Regulations., ***except for section 65. During the course of the audit process, it was noted that the trustees have not recovered the money loaned to a member which requires recovery as soon as practicable to maintain compliant status of the Fund.*** I addition, ***the trustees are requested to minute all nonstandard significant events and transactions in the AGM minutes of the Fund.***

The Trustees are required to maintain the financial records of the Fund for a minimum of five years and the minutes of meetings are to be retained for ten years.

It is recommended that the trustees review their Investment Strategy annually to ensure the strategy meets the objectives of the members having regard to risk, return, liquidity and diversification of investments. Further, the trustees should determine whether the Fund should hold a contract of insurance that provides insurance cover for one or more members of the Fund.

Thank you for your professionalism and full cooperation throughout the audit process.

Should you have any queries regarding any of the above please contact me on 0410 712708.

Yours sincerely



SMSF Auditor's signature

Tony Boys  
SMSF Auditor Number (SAN) 100014140  
Registered Company Auditor 67793





**TAX INVOICE**

**Supplier:** Super Audits

**Auditor:** A.W. Boys  
SMSF Auditor Number (SAN) 100014140  
Registered Company Auditor (67793)

**Address:** Box 3376  
Rundle Mall 5000

**ABN:** 20 461 503 652

**Services:** Auditing

**Date:** 30 June2021

**Recipient:** Mailer D and J Super Fund

**Address:** C/- PO Box 354, ASPLEY Qld. 4034

**Description of Services**

Statutory audit of the Mailer D and J Super Fund for the financial year ending 30 June 2020.

**Fee:** \$350.00

**GST:** \$35.00

**Total:** \$385.00

Payment can be made with a cheque payable to Super Audits postal address being Box 3376 Rundle Mall 5000 or alternatively an EFT can be made BSB 015-056 Account No. 387392386.



## Appendix 1 – Explanation of listed sections and regulations in compliance engagement

This appendix is included to assist with the meaning of the legislation and regulations listed above

Section or Regulation	Explanation
S17A	The fund must meet the definition of an SMSF
S35AE	The trustees must keep and maintain accounting records for a minimum of five years
S35B	The trustees must prepare, sign and retain accounts and statements
S35C(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: <ul style="list-style-type: none"> <li>• fund members upon their retirement</li> <li>• fund members upon reaching a prescribed age</li> <li>• the dependants of a fund member in the case of the member's death before retirement</li> </ul>
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)

S82-85	The trustees must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
S104	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
S104A	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration
S105	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms- length – that is, purchase, sale price and income from an asset reflects a true market value/rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06 (9A)	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor
Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed

Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited
Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules

# 30800 - ASIC Fees

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
30800	ASIC Fees	\$267.00	\$267.00	0%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$267.00	\$267.00	

## Supporting Documents

- General Ledger [Report](#)
- 2021 ASIC Payment for SMSF Trustee by Employer.pdf [30800](#)
- Isoar Custodians Pty Ltd - ASIC CS 2019-20 - NRO.pdf [30800](#)

## Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

## Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>ASIC Fees (30800)</b>					
ASIC Fees (30800)					
21/08/2020	ASIC Payment of SMSF Trustee - ISOAR Custodians Pty Ltd		267.00		267.00 DR
			<b>267.00</b>		<b>267.00 DR</b>

**Total Debits: 267.00**

**Total Credits: 0.00**

### Payment to supplier dir deb

Supplier

ASIC

Electronic payment ⓘ

Bank account

1-1115 Macquarie bank account

Description of transaction ⓘ

Payment; ASIC - ISOAR Custodians Pty Ltd

Reference number \* dir deb

Date \* 21/08/2020

Issue date  
29/06/2020

Purchase number  
00011582 (/#/au/ec67a63e-...

Status  
Closed

Balance due (\$) 0.00

Discount (\$) 0.00

Discounted balance (\$) 0.00

Amount paid (\$) 267.00

Total amount paid \$267.00

Delete Send remittance advice  
Cancel Save

# Bill 00011582

- 🕒 Activity history
- 💰 Record payment

TOTAL AMOUNT	TOTAL PAID	BALANCE DUE
\$267.00	\$267.00	\$0.00

📄 Link a source document

Supplier \*

ASIC  No ABN provided

Billing address

Redcliffe Property Group RE Trust  
45 Redcliffe Pde  
Redcliffe Qld 4020

Report to ATO via TPAR

Bill number \* 00011582

Supplier invoice number

Issue date \* 29/06/2020

Due date \* 29/08/2020

Amounts are  Tax inclusive  Tax exclusive

Description	Account * ⓘ	Amount (\$) *	Job	Tax code *
Annual company registration - ISOAR	6-2300 Super - Danny & Julie	267.00		N-T

Subtotal	\$267.00
Tax	\$0.00
Total	\$267.00
Amount paid	\$267.00
Balance due	\$0.00

Notes

### More information

Activity history Payment recorded

- 💰 Payment recorded dir deb Payment recorded \$267.00 21/08/2020
- 📄 Created 29/06/2020



30/06/2020

Daniel Ross Mailer  
Isoar Custodians Pty Ltd  
'Ij Hooker', 45 Redcliffe Parade, Redcliffe, QLD 4020

Dear Daniel Ross Mailer,

The Annual Secretarial Requirements for Isoar Custodians Pty Ltd are due.

The Annual Company Statement should be checked carefully to ensure that all the details are correct. If any details require changing please advise us immediately as ASIC will impose penalties if any changes to the Company Statement are not advised.

Isoar Custodians Pty Ltd has a balance due of \$267.00 and must be paid to ASIC before the due date on the invoice to avoid late payment penalties. Please refer to ASIC's Invoice Statement for payment options.

As your Registered Agent there is a Service and Handling invoice attached of \$35.00, if you would like us to manage you corporate secretarial requirements in the future please let us know. (Addition annual fees will apply)

If all details are correct, would you please sign all documents where indicated and return them to this office.

Please contact the undersigned should you require any further information or assistance.

Kind Regards,



Leesa Heslop  
Sam Greco & Co

Inquires 1300 300 630

Issue date 30 Jun 20

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 22133762

## Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. **Do not return this statement.** You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**.

ACN 159 279 142  
FOR ISOAR CUSTODIANS PTY LTD

REVIEW DATE: 29 June 20

## You must notify ASIC of any changes to company details — Do not return this statement



To make changes to company details or amend incorrect information

- go to [www.asic.gov.au/changes](http://www.asic.gov.au/changes)
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.  
Ph: 1300 300 630



Use your agent.

## Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement.**

**1 Registered office**  
'LJ HOOKER' 45 REDCLIFFE PARADE REDCLIFFE QLD 4020

**2 Principal place of business**  
5 PEACHESTER COURT DECEPTION BAY QLD 4508

### 3 Officeholders

Name: DANIEL ROSS MAILER  
Born: SYDNEY NSW  
Date of birth: 15/09/1972  
Address: 5 PEACHESTER COURT DECEPTION BAY QLD 4508  
Office(s) held: DIRECTOR, APPOINTED 29/06/2012

Name: JULIE MARIE MAILER  
Born: BRISBANE QLD  
Date of birth: 06/07/1976  
Address: 5 PEACHESTER COURT DECEPTION BAY QLD 4508  
Office(s) held: DIRECTOR, APPOINTED 29/06/2012

### 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY SHARES	2	\$2.00	\$0.00

### 5 Members

These details continue on the next page

ISOAR CUSTODIANS PTY LTD ACN 159 279 142

## Company statement continued

Name: JULIE MARIE MAILER

Address: 5 PEACHESTER COURT DECEPTION BAY QLD 4508

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

Name: DANIEL ROSS MAILER

Address: 5 PEACHESTER COURT DECEPTION BAY QLD 4508

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

## End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

## Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see [www.asic.gov.au/addresses](http://www.asic.gov.au/addresses).

### 6 Contact address for ASIC use only

Registered agent name: SAM GRECO & CO. BUSINESS FOCUSED SOLUTIONS  
Registered agent number: 9932  
Address: PO BOX 354 ASPLEY QLD 4034

**ASIC**

Australian Securities &amp; Investments Commission

ABN 86 768 265 615

ISOAR CUSTODIANS PTY LTD  
 SAM GRECO & CO. BUSINESS FOCUSED SOLUTIONS  
 PO BOX 354  
 ASPLEY QLD 4034

**INVOICE STATEMENT**

Issue date 29 Jun 20

**ISOAR CUSTODIANS PTY LTD**

ACN 159 279 142

Account No. 22 159279142

**Summary**

Opening Balance	\$0.00
New items	\$267.00
Payments & credits	\$0.00
<b>TOTAL DUE</b>	<b>\$267.00</b>

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

*Transaction details are listed on the back of this page*

**Inquiries**

www.asic.gov.au/invoices

1300 300 630

**Please pay**

Immediately	<b>\$0.00</b>
By 29 Aug 20	<b>\$267.00</b>

***If you have already paid please ignore this invoice statement.***

- Late fees will apply if you do NOT
  - tell us about a change during the period that the law allows
  - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
  - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.

**ASIC**

Australian Securities &amp; Investments Commission

**PAYMENT SLIP****ISOAR CUSTODIANS PTY LTD**

ACN 159 279 142

Account No: 22 159279142

**22 159279142**

<b>TOTAL DUE</b>	<b>\$267.00</b>
<b>Immediately</b>	<b>\$0.00</b>
<b>By 29 Aug 20</b>	<b>\$267.00</b>

*Payment options are listed on the back of this payment slip*



**Billers Code:** 17301  
**Ref:** 2291592791423



\*814 129 0002291592791423 71

# Transaction details:

page 2 of 2

	<b>Transactions for this period</b>	<b>ASIC reference</b>	<b>\$ Amount</b>
2020-06-29	Annual Review - Pty Co	3X4616729480B A	\$267.00
	<b>Outstanding transactions</b>		
2020-06-29	Annual Review - Pty Co	3X4616729480B A	\$267.00

## PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2291 5927 9142 371

### Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

### Phone

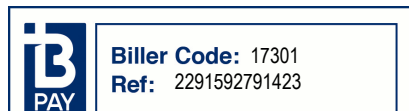
Call 13 18 16 to pay by Mastercard or Visa

### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

### Mail

Mail this payment slip and cheque (do not staple) to ASIC,  
Locked Bag 5000, Gippsland Mail Centre VIC 3841



**Biller Code:** 17301  
**Ref:** 2291592791423

### Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

**Company Name:** Isoar Custodians Pty Ltd  
**ACN/ARBN:** 159 279 142  
**Document Type:** Solvency Resolution

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**Solvency:** It was resolved after reviewing the result of the company for the previous year, reviewing the cash flow budgets for the ensuing year and considering the ability of the company to realise assets that the company would be able to pay its debts as and when they fall due.

Signed by all company directors:

\_\_\_\_\_/ /  
Daniel Ross Mailer

\_\_\_\_\_/ /  
Julie Marie Mailer

# 48500 - Income Tax Expense

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
48500	Income Tax Expense	\$1,375.50	\$513.30	167.97%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$1,375.50	\$513.30	

## Supporting Documents

- StatementOfTaxableIncome-01072020-30062021.pdf 48500

**Mailer D And J Superannuation Fund**  
**Statement of Taxable Income**

For the year ended 30 June 2021

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	<b>2021</b>
	<b>\$</b>
Benefits accrued as a result of operations	9,170.28
SMSF Annual Return Rounding	(0.28)
<b>Taxable Income or Loss</b>	<u>9,170.00</u>
Income Tax on Taxable Income or Loss	1,375.50
<b>CURRENT TAX OR REFUND</b>	<u>1,375.50</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(536.00)
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>1,098.50</u>
Less 2020 Tax Refund Net of Supervisory Levy	(49.70)
Less 2021 Supervisory Levy (not yet in the accounts)	(259.00)
Provision for Income Tax Account 85000	<b>\$789.80 CR</b>

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# 49000 - Profit/Loss Allocation Account

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
49000	Profit/Loss Allocation Account	\$7,795.94	\$3,060.73	154.71%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$7,795.94	\$3,060.73	

## Supporting Documents

- 2021 MAIL0015 BGL OperatingStatementReport-01072020-30062021.pdf

## Mailer D And J Superannuation Fund

# Operating Statement

For the year ended 30 June 2021

	Note	2021	2020
		\$	\$
<b>Income</b>			
<b>Investment Income</b>			
Interest Received		5,095.25	6,380.60
<b>Contribution Income</b>			
Employer Contributions		6,427.03	0.00
Personal Non Concessional		0.00	151.43
<b>Total Income</b>		<u>11,522.28</u>	<u>6,532.03</u>
<b>Expenses</b>			
Accountancy Fees		1,441.00	1,200.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		385.00	1,232.00
ASIC Fees		267.00	267.00
		<u>2,352.00</u>	<u>2,958.00</u>
<b>Total Expenses</b>		<u>2,352.00</u>	<u>2,958.00</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>9,170.28</u>	<u>3,574.03</u>
Income Tax Expense	7	1,374.34	513.30
<b>Benefits accrued as a result of operations</b>		<u>7,795.94</u>	<u>3,060.73</u>

*The accompanying notes form part of these financial statements.*

## 50000 - Members

2021 Financial Year

Preparer Thomas Nasmyth

Reviewer Sam Greco

Status Completed

Account Code	Description	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	Change
MAIDAN00001A	Mailer, Daniel - Accumulation (Accumulation)	(\$94,019.57)	(\$3,213.51)	(\$2,054.97)		\$789.37	(\$98,498.68)	4.76%
MAIJUL00001A	Mailer, Julie - Accumulation (Accumulationn)	(\$31,213.49)	(\$3,213.52)	(\$688.28)		\$584.97	(\$34,530.32)	10.63%
<b>TOTAL</b>		<b>Opening Balance</b>	<b>Contribution Income</b>	<b>Earnings</b>	<b>Member Payments</b>	<b>Tax &amp; Fees</b>	<b>Closing Balance</b>	
		(\$125,233.06)	(\$6,427.03)	(\$2,743.25)		\$1,374.34	(\$133,029.00)	

### Supporting Documents

- Members Summary [Report](#)
- Members Statements [Report](#)
- MembersStatement-01072020-30062021.pdf [MAIDAN00001A](#)
- MembersStatement-01072020-30062021.pdf [MAIJUL00001A](#)

### Standard Checklist

- Attach copies of Members Statements



# Mailer D And J Superannuation Fund Members Statement

Daniel Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth : Provided  
Age: 48  
Tax File Number: Provided  
Date Joined Fund: 24/10/2011  
Service Period Start Date: 15/01/1996  
Date Left Fund:  
Member Code: MAIDAN00001A  
Account Start Date: 24/10/2011  
Account Phase: Accumulation Phase  
Account Description: Accumulation

Nominated Beneficiaries N/A  
Vested Benefits 98,498.68  
Total Death Benefit 98,498.68  
Current Salary 0.00  
Previous Salary 0.00  
Disability Benefit 0.00

## Your Balance

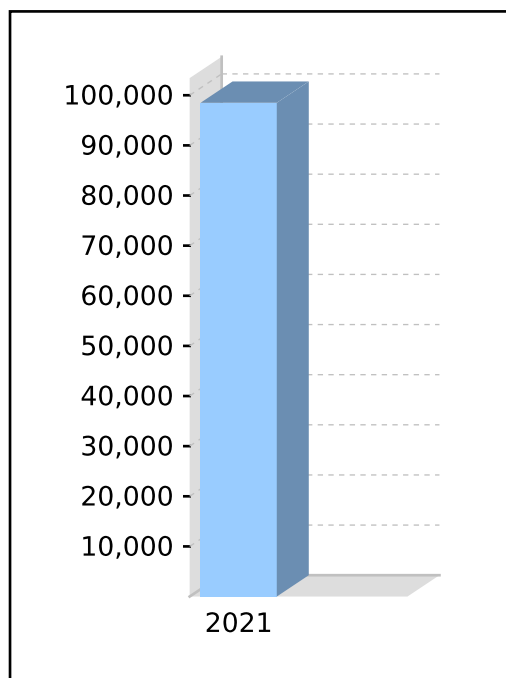
Total Benefits 98,498.68

### Preservation Components

Preserved 98,444.56  
Unrestricted Non Preserved 54.12  
Restricted Non Preserved

### Tax Components

Tax Free 3,424.79  
Taxable 95,073.89



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	94,019.57
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.51
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	2,054.97
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	307.34
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	98,498.68

# Mailer D And J Superannuation Fund Members Statement

Julie Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth :	Provided	Nominated Beneficiaries	N/A
Age:	44	Vested Benefits	34,530.32
Tax File Number:	Provided	Total Death Benefit	34,530.32
Date Joined Fund:	24/10/2011	Current Salary	0.00
Service Period Start Date:	24/10/2011	Previous Salary	0.00
Date Left Fund:		Disability Benefit	0.00
Member Code:	MAIJUL00001A		
Account Start Date	24/10/2011		
Account Phase:	Accumulation Phase		
Account Description:	Accumulationn		

## Your Balance

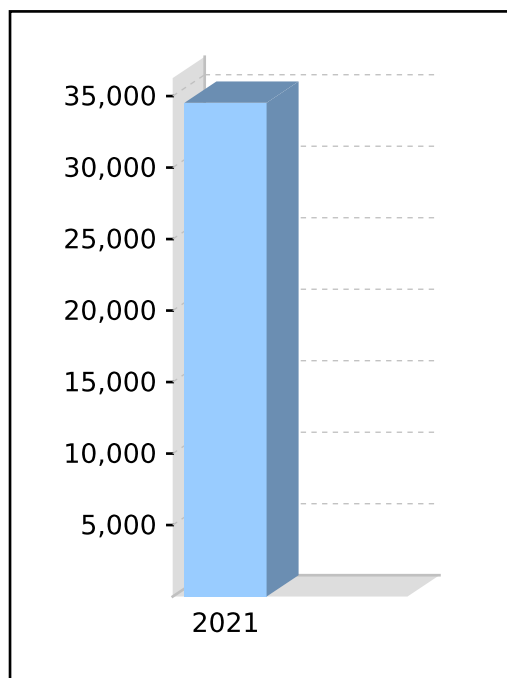
Total Benefits 34,530.32

### Preservation Components

Preserved 34,530.32  
Unrestricted Non Preserved  
Restricted Non Preserved

### Tax Components

Tax Free 7,905.42  
Taxable 26,624.90



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	31,213.49
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.52
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	688.28
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	102.94
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	34,530.32

Mailer D And J Superannuation Fund

# Members Summary

As at 30 June 2021

Opening Balances	Increases				Decreases					Closing Balance	
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums		Member Expenses
<b>Daniel Mailer (Age: 48)</b>											
MAIDAN00001A - Accumulation											
94,019.57	3,213.51		2,054.97			482.03	307.34				98,498.68
<b>94,019.57</b>	<b>3,213.51</b>		<b>2,054.97</b>			<b>482.03</b>	<b>307.34</b>				<b>98,498.68</b>
<b>Julie Mailer (Age: 44)</b>											
MAIJUL00001A - Accumulation											
31,213.49	3,213.52		688.28			482.03	102.94				34,530.32
<b>31,213.49</b>	<b>3,213.52</b>		<b>688.28</b>			<b>482.03</b>	<b>102.94</b>				<b>34,530.32</b>
<b>125,233.06</b>	<b>6,427.03</b>		<b>2,743.25</b>			<b>964.06</b>	<b>410.28</b>				<b>133,029.00</b>

# Mailer D And J Superannuation Fund Members Statement

Daniel Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth : Provided  
 Age: 48  
 Tax File Number: Provided  
 Date Joined Fund: 24/10/2011  
 Service Period Start Date: 15/01/1996  
 Date Left Fund:  
 Member Code: MAIDAN00001A  
 Account Start Date: 24/10/2011  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries N/A  
 Vested Benefits 98,498.68  
 Total Death Benefit 98,498.68  
 Current Salary 0.00  
 Previous Salary 0.00  
 Disability Benefit 0.00

## Your Balance

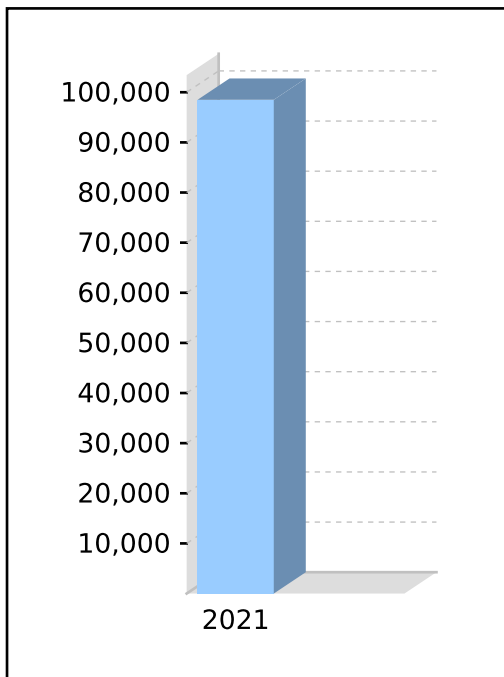
Total Benefits 98,498.68

### Preservation Components

Preserved 98,444.56  
 Unrestricted Non Preserved 54.12  
 Restricted Non Preserved

### Tax Components

Tax Free 3,424.79  
 Taxable 95,073.89



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	94,019.57
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.51
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	2,054.97
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	307.34
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	98,498.68



# Mailer D And J Superannuation Fund Members Statement

Julie Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth :	Provided	Nominated Beneficiaries	N/A
Age:	44	Vested Benefits	34,530.32
Tax File Number:	Provided	Total Death Benefit	34,530.32
Date Joined Fund:	24/10/2011	Current Salary	0.00
Service Period Start Date:	24/10/2011	Previous Salary	0.00
Date Left Fund:		Disability Benefit	0.00
Member Code:	MAIJUL00001A		
Account Start Date	24/10/2011		
Account Phase:	Accumulation Phase		
Account Description:	Accumulationn		

## Your Balance

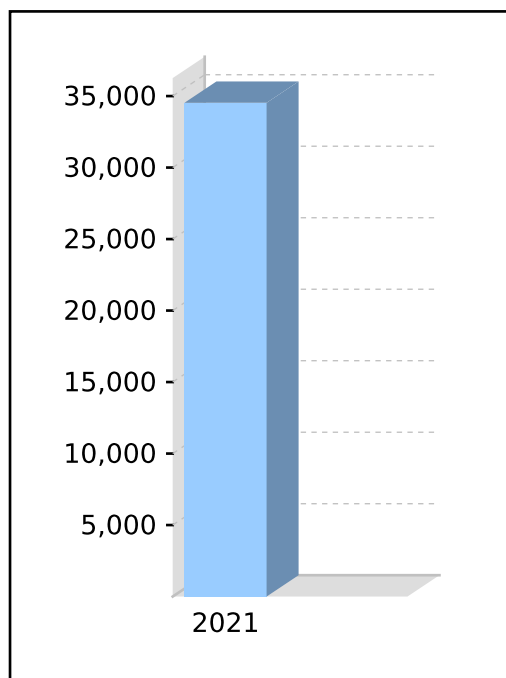
Total Benefits 34,530.32

### Preservation Components

Preserved 34,530.32  
Unrestricted Non Preserved  
Restricted Non Preserved

### Tax Components

Tax Free 7,905.42  
Taxable 26,624.90



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	31,213.49
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.52
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	688.28
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	102.94
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	34,530.32

# 60400 - Bank Accounts

2021 Financial Year

Preparer Thomas Nasmyth

Reviewer Sam Greco

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
MET604535480	Cash at Bank - Suncorp Acc: 604535480	\$133,488.80	\$209.59	63590.44%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$133,488.80	\$209.59	

## Supporting Documents

- Bank Statement Report [Report](#)
- BANK Suncorp - Jan - Jun 2021.pdf [MET604535480](#)
- BANK Suncorp Bank Statements.pdf [MET604535480](#)

## Standard Checklist

- Attach Copies of Bank Statements
- Attach copy of Bank Statement Report
- Ensure all Balances match Statement Balances at June 30
- Ensure all Transactions have been entered

**Mailer D And J Superannuation Fund**  
**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

**Chart Code:** 60400 / MET604535480  
**Account Name:** Cash at Bank - Suncorp Acc: 604535480  
**BSB and Account Number:** 484799 604535480

<b>Opening Balance</b>	-	<b>Total Debits</b>	+	<b>Total Credits</b>	=	<b>Closing Balance</b>	<b>Data Feed Used</b>
\$ 209.59		\$ 2,228.00		\$ 135,507.21		\$ 133,488.80	None - Manually Input or Import

<b>Date</b>	<b>Description</b>	<b>Debit</b> \$	<b>Credit</b> \$	<b>Ledger Balance</b> \$	<b>Statement Balance</b> \$	<b>Variance</b> \$
01/07/2020	Opening Balance			209.59		
31/07/2020	CREDIT INTEREST		0.09	209.68		
31/08/2020	CREDIT INTEREST		0.09	209.77		
29/09/2020	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 91744430 Tax Payment	134.00		75.77		
30/09/2020	CREDIT INTEREST		0.08	75.85		
31/10/2020	CREDIT INTEREST		0.04	75.89		
30/11/2020	CREDIT INTEREST		0.02	75.91		
31/12/2020	CREDIT INTEREST		0.02	75.93		
31/01/2021	Credit Interest		0.03	75.96		
28/02/2021	Credit Interest		0.02	75.98		
29/03/2021	Transfer from Member		134.00	209.98		
29/03/2021	ATO December PAYG Instalment	134.00		75.98		
31/03/2021	Credit Interest		0.01	75.99		
30/04/2021	Credit Interest		0.01	76.00		
28/05/2021	Reimburse Loan to Associates and interest		133,683.16	133,759.16		
31/05/2021	Credit Interest		2.95	133,762.11		
25/06/2021	Audit Fee - A Boys	385.00		133,377.11		

**Mailer D And J Superannuation Fund**

**Bank Statement Report**

For The Period 01 July 2020 to 30 June 2021

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
27/06/2021	2019 Income Tax Refund		1,664.71	135,041.82		
28/06/2021	Accounting Fee - Sam Greco & Co	1,441.00		133,600.82		
29/06/2021	ATO Tax Installment	134.00		133,466.82		
30/06/2021	Suncorp Interest		21.98	133,488.80		
30/06/2021	CLOSING BALANCE			133,488.80		
		<u>2,228.00</u>	<u>135,507.21</u>			

MAILER D & J SUPERANNUATION FUND  
PO BOX 414  
REDCLIFFE QLD 4020

### Account Summary

<b>Opening Balance</b>	<b>\$75.93</b>
Total Withdrawals	\$2,094.00 -
Total Deposits	\$135,506.87+
<b>Closing Balance</b>	<b>\$133,488.80</b>

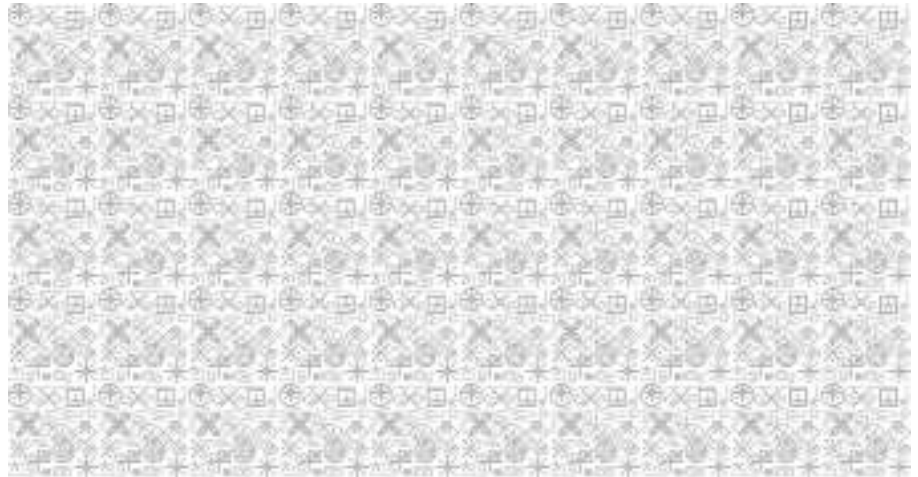
BSB Number **484-799**

Account Number **604535480**

Statement Period **1/01/2021 - 30/06/2021**

### Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			75.93
31 Jan 2021	CREDIT INTEREST		0.03	75.96
28 Feb 2021	CREDIT INTEREST		0.02	75.98
29 Mar 2021	INTERNET TRANSFER CREDIT FROM 51993259 REF NO 87805380 Tax		134.00	209.98
29 Mar 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 96455380 Tax	134.00		75.98
31 Mar 2021	CREDIT INTEREST		0.01	75.99
30 Apr 2021	CREDIT INTEREST		0.01	76.00
28 May 2021	INTERNET TRANSFER CREDIT FROM 504806760 REF NO 25076700 Isoar custodians		133,683.16	133,759.16
31 May 2021	CREDIT INTEREST		2.95	133,762.11
25 Jun 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 53035421 Audit	385.00		133,377.11
27 Jun 2021	DIRECT CREDIT ATO ATO005000014588426		1,664.71	135,041.82
	<b>BALANCE CARRIED FORWARD</b>			<b>135,041.82</b>



### Account Transactions Continued

Date	Transaction Details	Withdrawal	Deposit	Balance
	<b>BALANCE BROUGHT FORWARD</b>			<b>135,041.82</b>
28 Jun 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 53316472 Sam Greco 207907	1,441.00		133,600.82
29 Jun 2021	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 93180400 Tax Installment	134.00		133,466.82
30 Jun 2021	CREDIT INTEREST		21.98	133,488.80
	<b>CLOSING BALANCE</b>			<b>133,488.80</b>

### Summary of Interest, Fees and Charges on this account for period 1 January 2021 - 30 June 2021

	This Period	1 July to date		This Period	1 July to date
<b>Suncorp:</b>			<b>Government:</b>		
Interest Paid	\$25.00	\$25.34	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		<b>Other Financial Institutions:</b>		
			ATM Operator Fee	\$0.00	

**Notes:** Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55. It is important we hold your most up-to-date personal details, please contact us if these have changed.

Please retain this statement for taxation purposes.

**Statement of Transactions**

MAILER D & J SUPERANNUATION FUND  
 PO BOX 414  
 REDCLIFFE QLD 4020

Suncorp-Metway Ltd  
 ABN 66 010 831 722  
 AFSL No 229882  
 Australian Credit Licence 229882  
 GPO Box 1453  
 BRISBANE QLD 4001  
 Telephone 13 11 55

PAGE 1  
 BUSINESS SAVER ACCOUNT  
 484-799  
 604535480  
 BRANCH ISSUE

BSB Number  
 Account Number  
 Card Numbers

Statement Period		Interest Earned YTD	Interest Charged YTD	Withholding Tax YTD
From	01/01/2021 To 14/05/2021	0.41	0.00	0.00
Date	Transaction Details	Withdrawal	Deposit	Balance
2021	OPENING BALANCE			75.93
31/01	CREDIT INTEREST		0.03	75.96
28/02	CREDIT INTEREST		0.02	75.98
29/03	INTERNET TRANSFER CREDIT FROM 51993259 REF NO 87805380 Tax		134.00	209.98
29/03	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 96455380 Tax	134.00		75.98
31/03	CREDIT INTEREST		0.01	75.99
30/04	CREDIT INTEREST		0.01	76.00
-----				
TOTALS AT END OF PERIOD		134.00	134.07	
CLOSING BALANCE				76.00

THIS STATEMENT INCLUDES :

INTEREST PAID	\$	0.07
INTEREST CHARGED	\$	0.00
GOVERNMENT DUTIES/TAXES	\$	0.00
BANK CHARGES	\$	0.00
WITHHOLDING TAX	\$	0.00
FOREIGN BANK CHARGES	\$	0.00
FOREIGN BANK REBATES	\$	0.00

MAILER D & J SUPERANNUATION FUND  
PO BOX 414  
REDCLIFFE QLD 4020

Account Summary

<b>Opening Balance</b>	<b>\$209.59</b>
Total Withdrawals	\$134.00 -
Total Deposits	\$0.34+
<b>Closing Balance</b>	<b>\$75.93</b>

BSB Number	<b>484-799</b>
Account Number	<b>604535480</b>
Statement Period	<b>1/07/2020 - 31/12/2020</b>

Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			209.59
31 Jul 2020	CREDIT INTEREST		0.09	209.68
31 Aug 2020	CREDIT INTEREST		0.09	209.77
29 Sep 2020	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 91744430 Tax Payment	134.00		75.77
30 Sep 2020	CREDIT INTEREST		0.08	75.85
31 Oct 2020	CREDIT INTEREST		0.04	75.89
30 Nov 2020	CREDIT INTEREST		0.02	75.91
31 Dec 2020	CREDIT INTEREST		0.02	75.93
	<b>CLOSING BALANCE</b>			<b>75.93</b>



MAILER D & J SUPERANNUATION FUND  
PO BOX 414  
REDCLIFFE QLD 4020

Account Summary

<b>Opening Balance</b>	<b>\$208.95</b>
Total Withdrawals	\$0.00 -
Total Deposits	\$0.64+
<b>Closing Balance</b>	<b>\$209.59</b>

BSB Number	<b>484-799</b>
Account Number	<b>604535480</b>
Statement Period	<b>1/01/2020 - 30/06/2020</b>

Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			208.95
31 Jan 2020	CREDIT INTEREST		0.13	209.08
29 Feb 2020	CREDIT INTEREST		0.13	209.21
31 Mar 2020	CREDIT INTEREST		0.12	209.33
30 Apr 2020	CREDIT INTEREST		0.09	209.42
31 May 2020	CREDIT INTEREST		0.09	209.51
30 Jun 2020	CREDIT INTEREST		0.08	209.59
	<b>CLOSING BALANCE</b>			<b>209.59</b>

Summary of Interest, Fees and Charges on this account for period 1 January 2020 - 30 June 2020

Suncorp:	This Period	1 July to date	Government:	This Period	1 July to date
<b>Interest Paid</b>	\$0.64	<b>\$1.11</b>	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		<b>Other Financial Institutions:</b>		
			ATM Operator Fee	\$0.00	

**Notes:** Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55.

Please retain this statement for taxation purposes.

MAILER D & J SUPERANNUATION FUND  
PO BOX 414  
REDCLIFFE QLD 4020

Account Summary

<b>Opening Balance</b>	<b>\$157.05</b>
Total Withdrawals	\$100.00 -
Total Deposits	\$151.90+
<b>Closing Balance</b>	<b>\$208.95</b>

BSB Number	<b>484-799</b>
Account Number	<b>604535480</b>
Statement Period	<b>1/07/2019 - 31/12/2019</b>

Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			157.05
31 Jul 2019	CREDIT INTEREST		0.14	157.19
5 Aug 2019	INTERNET TRANSFER DEBIT TO 51993259 REFERENCE NO 43037442	100.00		57.19
31 Aug 2019	CREDIT INTEREST		0.06	57.25
30 Sep 2019	CREDIT INTEREST		0.05	57.30
31 Oct 2019	CREDIT INTEREST		0.04	57.34
28 Nov 2019	DIRECT CREDIT ATO ATO004000011563793		151.43	208.77
30 Nov 2019	CREDIT INTEREST		0.04	208.81
31 Dec 2019	CREDIT INTEREST		0.14	208.95
	<b>CLOSING BALANCE</b>			<b>208.95</b>

Summary of Interest, Fees and Charges on this account for period 1 July 2019 - 31 December 2019

	This Period	1 July to date	Government:	This Period	1 July to date
<b>Suncorp:</b>					
Interest Paid	\$0.47	\$0.47	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		<b>Other Financial Institutions:</b>		
			ATM Operator Fee	\$0.00	

**Notes:** Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55.

Please retain this statement for taxation purposes.

# 64000 - Formation Expenses

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
64000	Formation Expenses	\$330.00	\$330.00	0%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		\$330.00	\$330.00	

## Supporting Documents

- General Ledger [Report](#)

## Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Formation Expenses (64000)</b>					
Formation Expenses (64000)					
01/07/2020	Opening Balance				330.00 DR
					<b>330.00 DR</b>
<b>Total Debits:</b>	<b>0.00</b>				
<b>Total Credits:</b>	<b>0.00</b>				

# 74200 - Business Loans

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
MAIL0015_Loan	Loan to Associated Entities				\$123,314.99	100%
<b>TOTAL</b>		<b>CY Units</b>	<b>CY Balance</b>	<b>LY Units</b>	<b>LY Balance</b>	
					\$123,314.99	

## Supporting Documents

- Investment Movement Report [Report](#)

## Standard Checklist

- Attach details of the borrower's relationship to the SMSF
- Attach Investment Movement Report
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the Fund's investment strategy
- Ensure the investment is in accordance with the SIS Act
- Sight original Loan Agreement

# Mailer D And J Superannuation Fund Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
<b>Bank Accounts</b>										
Cash at Bank - Suncorp Acc: 604535480		209.59		135,507.21		(2,228.00)			133,488.80	133,488.80
		<b>209.59</b>		<b>135,507.21</b>		<b>(2,228.00)</b>			<b>133,488.80</b>	<b>133,488.80</b>
<b>Business Loans</b>										
MAIL0015_Loan - Loan to Associated Entities		123,314.99				(123,314.99)			0.00	0.00
		<b>123,314.99</b>				<b>(123,314.99)</b>			<b>0.00</b>	<b>0.00</b>
		<b>123,524.58</b>		<b>135,507.21</b>		<b>(125,542.99)</b>			<b>133,488.80</b>	<b>133,488.80</b>

# 85000 - Income Tax Payable/Refundable

2021 Financial Year

Preparer Thomas Nasmyth

Reviewer Sam Greco

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
85000	Income Tax Payable/Refundable	(\$789.80)	\$1,972.25	(140.05)%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
		(\$789.80)	\$1,972.25	

## Supporting Documents

- Exempt Pension Reconciliation [Report](#)
- Statement of Taxable Income [Report](#)
- Non Deductible Expense Reconciliation [Report](#)
- Tax Reconciliation Report [Report](#)
- StatementOfTaxableIncome-01072020-30062021.pdf [85000](#)

## Standard Checklist

- Attach Actuarial Certificate (if applicable)
- Attach any other Tax reconciliations
- Attach copy of Exempt Pension Reconciliation (if applicable)
- Attach copy of Non Deductible Expense Reconciliation (if applicable)
- Attach copy of Statement of Taxable Income
- Attach copy of Tax Reconciliation Report
- Confirm Transactions in ATO Portal

**Mailer D And J Superannuation Fund**

**Exempt Current Pension Income Reconciliation**

For The Period 01 July 2020 - 30 June 2021

	Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
<b>Segment - 01 July 2020 to 30 June 2021</b>						
<b>Label C</b>						
	31/07/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.09		
	31/08/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.09		
	30/09/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.08		
	31/10/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.04		
	30/11/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02		
	31/12/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02		
	31/01/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.03		
	28/02/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02		
	31/03/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.01		
	30/04/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.01		
	28/05/2021	25000/MAIL0015_Loan	Loan to Associated Entities	5,069.91		
	31/05/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	2.95		
	30/06/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	21.98		
			<b>Total</b>	5,095.25	0.000 %	<b>0.00</b>
					<b>Total Segment ECPI *</b>	<b>0.00</b>
					<b>SMSF Annual Return Rounding</b>	<b>0.00</b>
					<b>Total ECPI</b>	<b>0.00</b>

\* Total Segment ECPI does not include ECPI amounts from Label A. The total ECPI from Label A is shown separately at the start of the report.





**Mailer D And J Superannuation Fund**  
**Pension Non Deductible Expense Report**

For The Period 01 July 2020 - 30 June 2021

---

Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible
				<b>Total Expenses *</b>	<b>2,352.00</b>	<b>1.16</b>

---

\* General expense percentage - 0.000 %

\* Investment expense percentage - 0.000 %

**Mailer D And J Superannuation Fund**  
**Statement of Taxable Income**

For the year ended 30 June 2021

---

	<b>2021</b>
	<b>\$</b>
Benefits accrued as a result of operations	9,170.28
SMSF Annual Return Rounding	(0.28)
<b>Taxable Income or Loss</b>	<u>9,170.00</u>
Income Tax on Taxable Income or Loss	1,375.50
<b>CURRENT TAX OR REFUND</b>	<u>1,375.50</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(536.00)
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>1,098.50</u>

---

# Mailer D And J Superannuation Fund Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>C - Income - Gross interest</b>				
	31/07/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.09
	31/08/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.09
	30/09/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.08
	31/10/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.04
	30/11/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02
	31/12/2020	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02
	31/01/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.03
	28/02/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.02
	31/03/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.01
	30/04/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	0.01
	28/05/2021	25000/MAIL0015_Loan	Loan to Associated Entities	5,069.91
	31/05/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	2.95
	30/06/2021	25000/MET604535480	Cash at Bank - Suncorp Acc: 604535480	21.98
<b>Sub-Total</b>				<b>5,095.25</b>
<b>Ignore Cents</b>				<b>0.25</b>
<b>Total</b>				<b>5,095.00</b>
<b>R1 - Assessable employer contributions</b>				
	21/08/2020	24200/MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	133.50
	21/08/2020	24200/MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulation)	133.50
	19/02/2021	24200/MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	296.88
	19/02/2021	24200/MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulation)	296.89
	29/03/2021	24200/MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	67.00
	29/03/2021	24200/MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulation)	67.00
	19/05/2021	24200/MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	67.00
	19/05/2021	24200/MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulation)	67.00
	28/05/2021	24200/MAIDAN00001A	(Contributions) Mailer, Daniel - Accumulation (Accumulation)	2,649.13
	28/05/2021	24200/MAIJUL00001A	(Contributions) Mailer, Julie - Accumulation (Accumulation)	2,649.13
<b>Sub-Total</b>				<b>6,427.03</b>
<b>Ignore Cents</b>				<b>0.03</b>
<b>Total</b>				<b>6,427.00</b>
<b>R - Assessable contributions (R1 plus R2 plus R3 less R6)</b>				
			Assessable employer contributions	6,427.03

# Mailer D And J Superannuation Fund Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>R - Assessable contributions (R1 plus R2 plus R3 less R6)</b>				
Sub-Total				6,427.03
Ignore Cents				0.03
Total				6,427.00
<b>W - GROSS INCOME (Sum of labels A to U)</b>				
				11,522.00
Sub-Total				11,522.00
Ignore Cents				0.00
Total				11,522.00
<b>V - TOTAL ASSESSABLE INCOME (W less Y)</b>				
				11,522.00
Sub-Total				11,522.00
Ignore Cents				0.00
Total				11,522.00
<b>H1 - Expenses - SMSF auditor fee</b>				
	25/06/2021	30700	Auditor's Remuneration	385.00
Sub-Total				385.00
Ignore Cents				0.00
Total				385.00
<b>J1 - Expenses - Management and administration expenses</b>				
	21/08/2020	30800	ASIC Fees	267.00
	28/06/2021	30100	Accountancy Fees	1,441.00
	27/06/2021	30400	ATO Supervisory Levy	259.00
Sub-Total				1,967.00
Ignore Cents				0.00
Total				1,967.00
<b>L2 - Expenses - Other amounts (Non-deductible)</b>				
	01/07/2020	85000	Income Tax Payable/Refundable	1.16
Sub-Total				1.16
Ignore Cents				0.16
Total				1.00
<b>N - TOTAL DEDUCTIONS</b>				
				2,352.00
Sub-Total				2,352.00
Ignore Cents				0.00
Total				2,352.00
<b>Y - TOTAL NON DEDUCTIBLE EXPENSES</b>				
				1.00
Sub-Total				1.00
Ignore Cents				0.00
Total				1.00

# Mailer D And J Superannuation Fund Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>O - TAXABLE INCOME OR LOSS</b>				
				9,170.00
<b>Sub-Total</b>				<b>9,170.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>9,170.00</b>
<b>Z - TOTAL SMSF EXPENSES</b>				
				2,353.00
<b>Sub-Total</b>				<b>2,353.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>2,353.00</b>
<b>A - Taxable income</b>				
				9,170.00
<b>Sub-Total</b>				<b>9,170.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>9,170.00</b>
<b>T1 - Tax on taxable income</b>				
				1,375.50
<b>Sub-Total</b>				<b>1,375.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,375.50</b>
<b>B - Gross Tax</b>				
				1,375.50
<b>Sub-Total</b>				<b>1,375.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,375.50</b>
<b>T2 - SUBTOTAL</b>				
				1,375.50
<b>Sub-Total</b>				<b>1,375.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,375.50</b>
<b>T3 - SUBTOTAL 2</b>				
				1,375.50
<b>Sub-Total</b>				<b>1,375.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,375.50</b>
<b>T5 - TAX PAYABLE</b>				
				1,375.50
<b>Sub-Total</b>				<b>1,375.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,375.50</b>

# Mailer D And J Superannuation Fund Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
<b>K - PAYG instalments raised</b>				
	29/09/2020	85000	Income Tax Payable/Refundable	134.00
	29/03/2021	85000	Income Tax Payable/Refundable	134.00
	19/05/2021	85000	Income Tax Payable/Refundable	134.00
	29/06/2021	85000	Income Tax Payable/Refundable	134.00
<b>Sub-Total</b>				<b>536.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>536.00</b>
<b>L - Supervisory levy</b>				
				259.00
<b>Sub-Total</b>				<b>259.00</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>259.00</b>
<b>S - AMOUNT DUE OR REFUNDABLE</b>				
				1,098.50
<b>Sub-Total</b>				<b>1,098.50</b>
<b>Ignore Cents</b>				<b>0.00</b>
<b>Total</b>				<b>1,098.50</b>

**Mailer D And J Superannuation Fund**  
**Statement of Taxable Income**

For the year ended 30 June 2021

---

	<b>2021</b>
	<b>\$</b>
Benefits accrued as a result of operations	9,170.28
SMSF Annual Return Rounding	(0.28)
<b>Taxable Income or Loss</b>	<u>9,170.00</u>
Income Tax on Taxable Income or Loss	1,375.50
<b>CURRENT TAX OR REFUND</b>	<u>1,375.50</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(536.00)
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>1,098.50</u>
Less 2020 Tax Refund Net of Supervisory Levy	(49.70)
Less 2021 Supervisory Levy (not yet in the accounts)	(259.00)
Provision for Income Tax Account 85000	<b>\$789.80 CR</b>

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# 88010 - Creditors - ATO

2021 Financial Year

**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

Account Code	Description	CY Balance	LY Balance	Change
88010	Creditors - ATO		(\$593.77)	100%
<b>TOTAL</b>		<b>CY Balance</b>	<b>LY Balance</b>	
			(\$593.77)	

## Supporting Documents

- General Ledger [Report](#)

## Standard Checklist

- Attach all source documentation and confirmations of Liability

Mailer D And J Superannuation Fund

# General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Creditors - ATO (88010)</b>					
Creditors - ATO (88010)					
01/07/2020	Opening Balance				593.77 CR
19/02/2021	Payment of Integrated Client Account		593.77		0.00 DR
			<b>593.77</b>		<b>0.00 DR</b>

**Total Debits: 593.77**

**Total Credits: 0.00**

# A - Financial Statements

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Completed

## Supporting Documents

- Mailer D & J Superannuation Fund, 2021 itr , Financial with invoice.pdf

## Standard Checklist

- Attach copy of Financial Statements
- Attach copy of SMSF Annual Return

26 November, 2021

The Trustees  
Mailer D And J Superannuation Fund  
PO Box 414  
REDCLIFFE QLD 4020

Dear Daniel And Julie

**Re: Mailer D And J Superannuation Fund**

Enclosed please find the 2021 Superannuation Forms listed below:

1. Financial Statements;
1. Trustee Declaration;
2. Minutes of Meetings;
3. Members Statements;
4. Income Tax Return;
5. Investment Strategy
6. Audit Representation Letter;
7. Audit Engagement Letter

**Income Tax Returns**

Please peruse the financial statements and income tax return and if the details are correct, sign where indicated and return to us for lodgement. A bound copy of the Financial Statements and Income Tax Return for the Super Fund will be available once the audit has been completed.

Superannuation funds are required to self-assess their liability to taxation. A notice of assessment will **NOT** issue from the Taxation Office and it is the responsibility of the fund to ensure lodgement and any payment is made by the due date, which in your case is **15 May 2021**. However for the 2021 year, we have calculated that the Super Fund has an amount Payable of **\$1375.50** after deducting the ATO supervisory levy.

**Self-Managed Superannuation Fund Audit**

Anyone who runs a Self-Managed Superannuation Fund (SMSF) must ensure that a registered SMSF auditor audits the fund annually. An SMSF auditor examines the validity and accuracy of an SMSF's financial records and makes sure the fund is compliant with superannuation rules. Upon receipt of your signed Financial Statements and Income Tax Return, we will forward your Self-Managed Superfund to a registered independent auditor. You will then be provided with a copy of the auditor's management letter, audit report and auditors invoice approximately 2 weeks after submission.

**Minutes**

The Minutes of Meetings are contained within the Financial Statements. These minutes are prepared as standard drafts, however you should peruse them to ensure they correctly state the position in relation to the matters raised. They may be amended or added to if your circumstances require. If no alterations are required and you wish to accept the drafts as actual records, please sign the minutes where indicated and return them to our office.

**Audit Engagement Letter and Trustee Representation Letter**

We also enclose the Audit Engagement Letter and Trustee Representation Letter. The auditors contact details and registrations numbers are contained in these documents. Please peruse these documents and if satisfactory, sign where indicated and return to our office.

**Investment Strategy**

We have included a copy of your fund's investment strategy in the financial statements.

You should review your strategy regularly (at least annually) to ensure it continues to meet the current and future needs of your members depending on their personal circumstances. It needs to be tailored to your Fund's circumstances and set out why and how you have chosen to invest the Fund's assets to meet these goals..

Certain significant events should also prompt you to review your strategy, such as:

- a market correction (e.g. resulting from Covid-19)
- when a member joins the fund or departs a fund
- when a member commences receiving a pension. This is to ensure the fund has sufficient liquid assets and cash flow to meet minimum pension payments prior to 30 June each year.

You should also document that you have undertaken this review and any decisions made arising from the review. For example, you could do this as part of the annual trustee meeting minutes. You should then provide these minutes or other evidence of a review to the super fund auditor. This will show that you've met the requirement to review regularly and, where necessary, revised your investment strategy.

**Other Matters**

**2022 Concessional Contributions Cap** - from 1 July 2021, the general concessional contribution cap is \$27,500.00 for all individuals, regardless of age.

**Disclaimer**

Taxation is only one of the matters that must be considered when making a decision on a financial product and you should consider taking advice from the holder of an Australian Financial Services licence before making a decision on a financial product.

Please do not hesitate to contact us if you have any queries or if we can be of further assistance in other matters and thank you for continuing to choose this firm to be of service to you.

Regards

*Sam Greco*

**SAM GRECO**

Encls

*Daniel Mailer Julie Mailer*

.....

Daniel Mailer

Julie Mailer

Financial statements and reports for the year ended  
30 June 2021

Mailer D And J Superannuation Fund



**Sam Greco & Co**

Level 1, 1355 Gympie Road, ASPLEY QLD 4032  
PO Box 354, ASPLEY QLD 4034  
ABN: 16230504491  
Phone 07 3263 5200 Fax 07 3263 4830  
Email: [info@taxonline.com.au](mailto:info@taxonline.com.au)

## Mailer D And J Superannuation Fund

# Operating Statement

For the year ended 30 June 2021

	Note	2021	2020
		\$	\$
<b>Income</b>			
<b>Investment Income</b>			
Interest Received		5,095.25	6,380.60
<b>Contribution Income</b>			
Employer Contributions		6,427.03	0.00
Personal Non Concessional		0.00	151.43
<b>Total Income</b>		<u>11,522.28</u>	<u>6,532.03</u>
<b>Expenses</b>			
Accountancy Fees		1,441.00	1,200.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		385.00	1,232.00
ASIC Fees		267.00	267.00
		<u>2,352.00</u>	<u>2,958.00</u>
<b>Total Expenses</b>		<u>2,352.00</u>	<u>2,958.00</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>9,170.28</u>	<u>3,574.03</u>
Income Tax Expense	7	1,374.34	513.30
<b>Benefits accrued as a result of operations</b>		<u>7,795.94</u>	<u>3,060.73</u>

*D.M.*

*The accompanying notes form part of these financial statements.*



**Mailer D And J Superannuation Fund**  
**Statement of Financial Position**

As at 30 June 2021

	Note	2021 \$	2020 \$
<b>Assets</b>			
<b>Investments</b>			
Business Loans	2	0.00	123,314.99
<b>Total Investments</b>		<u>0.00</u>	<u>123,314.99</u>
<b>Other Assets</b>			
Formation Expenses		330.00	330.00
Cash at Bank - Suncorp Acc: 604535480		133,488.80	209.59
Income Tax Refundable		0.00	1,972.25
<b>Total Other Assets</b>		<u>133,818.80</u>	<u>2,511.84</u>
<b>Total Assets</b>		<u>133,818.80</u>	<u>125,826.83</u>
Less:			
<b>Liabilities</b>			
Income Tax Payable		789.80	0.00
Creditors - ATO		0.00	593.77
<b>Total Liabilities</b>		<u>789.80</u>	<u>593.77</u>
<b>Net assets available to pay benefits</b>		<u>133,029.00</u>	<u>125,233.06</u>
Represented by:			
<b>Liability for accrued benefits allocated to members' accounts</b>	4, 5		
Mailer, Daniel - Accumulation		98,498.68	94,019.57
Mailer, Julie - Accumulation		34,530.32	31,213.49
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>133,029.00</u>	<u>125,233.06</u>

*D.M.*

*The accompanying notes form part of these financial statements.*

# Mailer D And J Superannuation Fund

## Notes to the Financial Statements

For the year ended 30 June 2021

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### Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

The financial statements have been prepared on a cash basis and are based on historical costs, except for investments which have been measured at market value.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Director(s).

#### a. Measurement of Investments

The Fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the Fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the Fund have been measured at market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market value has been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross values of the Fund's financial liabilities is equivalent to their market values. Any remeasurement changes in the gross values of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

#### b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

#### c. Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is recognised at the fair value of the consideration received or receivable.

# Mailer D And J Superannuation Fund

## Notes to the Financial Statements

For the year ended 30 June 2021

### Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

### Dividend revenue

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

### Rental revenue

Rental revenue arising from operating leases on investment properties is recognised upon receipt.

### Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

### Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if acquired during the period).

### Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

### d. Liability for Accrued Benefits

The liability for accrued benefits represents the Fund's present obligation to pay benefits to members and beneficiaries, and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

### e. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

### Note 2: Business Loans

	2021 \$	2020 \$
Loan to Associated Entities	0.00	123,314.99
	<hr/> 0.00 <hr/>	<hr/> 123,314.99 <hr/>

### Note 3: Banks and Term Deposits

	2021 \$	2020 \$
<b>Banks</b>		

*D.M.*

**Mailer D And J Superannuation Fund**  
**Notes to the Financial Statements**

For the year ended 30 June 2021

Cash at Bank - Suncorp Acc: 604535480	133,488.80	209.59
	133,488.80	209.59

**Note 4: Liability for Accrued Benefits**

	2021 \$	2020 \$
Liability for accrued benefits at beginning of year	125,233.06	122,172.33
Benefits accrued as a result of operations	7,794.78	3,060.73
Current year member movements	1.16	0.00
Liability for accrued benefits at end of year	133,029.00	125,233.06

**Note 5: Vested Benefits**

Vested benefits are benefits that are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2021 \$	2020 \$
Vested Benefits	133,029.00	125,233.06

**Note 6: Guaranteed Benefits**

No guarantees have been made in respect of any part of the liability for accrued benefits.

**Note 7: Income Tax Expense**

	2021 \$	2020 \$
The components of tax expense comprise		
Current Tax	1,375.50	513.30
Prior Year Over/Under Provision for Income Tax	(1.16)	0.00
Income Tax Expense	1,374.34	513.30

The prima facie tax on benefits accrued before income tax is reconciled to the income tax as follows:

Prima facie tax payable on benefits accrued before income tax at 15%	1,375.54	536.10
Less:		
Tax effect of:		
Non Taxable Contributions	0.00	22.71

*D.M.*

# Notes to the Financial Statements

For the year ended 30 June 2021

Add:

Tax effect of:

Rounding	(0.04)	(0.09)
Income Tax on Taxable Income or Loss	1,375.50	513.30
Less credits:		
Current Tax or Refund	1,375.50	513.30

**Note 8: Subsequent Event - COVID-19**

The Coronavirus (Covid-19) pandemic is expected to cause material decline in the market value of the fund investments. The trustees are aware of the uncertainty surrounding the global markets during this time and the effects it will have on the value of the fund investments after the reporting date.

*D.M.*

**Mailer D And J Superannuation Fund**  
**Investment Performance**

As at 30 June 2021

Investment	Opening Value	Purchases / Additions	Sales / Reductions	Closing Value	Realised Market Gain	Unrealised Market Gain	Net Income	Income and Market Gain	Return %
<b>Bank Accounts</b>									
Cash at Bank - Suncorp Acc: 604535480	209.59	0.00	0.00	133,488.80	0.00	0.00	25.34	25.34	12.09 %
	<b>209.59</b>	<b>0.00</b>	<b>0.00</b>	<b>133,488.80</b>	<b>0.00</b>	<b>0.00</b>	<b>25.34</b>	<b>25.34</b>	<b>12.09 %</b>
<b>Business Loans</b>									
Loan to Associated Entities	123,314.99	0.00	123,314.99	0.00	0.00	0.00	5,069.91	5,069.91	0.00 %
	<b>123,314.99</b>	<b>0.00</b>	<b>123,314.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,069.91</b>	<b>5,069.91</b>	<b>0.00 %</b>
	<b>123,524.58</b>	<b>0.00</b>	<b>123,314.99</b>	<b>133,488.80</b>	<b>0.00</b>	<b>0.00</b>	<b>5,095.25</b>	<b>5,095.25</b>	<b>2,431.06 %</b>

*D.M.*

**Mailer D And J Superannuation Fund**  
**Investment Summary Report**

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
<b>Cash/Bank Accounts</b>								
Cash at Bank - Suncorp Acc: 604535480		133,488.800000	133,488.80	133,488.80	133,488.80			100.00 %
			<b>133,488.80</b>		<b>133,488.80</b>		<b>0.00 %</b>	<b>100.00 %</b>
			<b>133,488.80</b>		<b>133,488.80</b>		<b>0.00 %</b>	<b>100.00 %</b>

*D.M.*

# Mailer D And J Superannuation Fund Investment Income Report

As at 30 June 2021

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
<b>Bank Accounts</b>												
Cash at Bank - Suncorp Acc: 604535480	25.34			25.34	0.00	0.00	0.00	25.34			0.00	0.00
	<b>25.34</b>			<b>25.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25.34</b>			<b>0.00</b>	<b>0.00</b>
<b>Business Loans</b>												
Loan to Associated Entities	5,069.91			5,069.91	0.00	0.00	0.00	5,069.91			0.00	0.00
	<b>5,069.91</b>			<b>5,069.91</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,069.91</b>			<b>0.00</b>	<b>0.00</b>
	<b>5,095.25</b>			<b>5,095.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,095.25</b>			<b>0.00</b>	<b>0.00</b>

Assessable Income (Excl. Capital Gains) **5,095.25**

Net Capital Gain **0.00**

**Total Assessable Income 5,095.25**

\* 1 Includes foreign credits from foreign capital gains.

\* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.

For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.

*D.M.*



**Mailer D And J Superannuation Fund**

**Trustees Declaration**

Isoar Custodians Pty Ltd ACN: 159279142

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The directors of the trustee company have determined that the Fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2021 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2021 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2021.

Specifically, the directors of the trustee company declare that:

- in accordance with s120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the Fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s50 of the Superannuation Industry (Supervision) Act 1993 and reg13.14 of the Superannuation Industry (Supervision) Regulations 1994; and
- to the knowledge of the directors of the trustee company, there have been no events or transactions subsequent to the balance date which could have a material impact on the Fund. Where such events have occurred, the effect of such events has been accounted and noted in the Fund's financial statements.

Signed in accordance with a resolution of the directors of the trustee company by:

*Daniel Mailer*

.....  
Daniel Mailer  
Isoar Custodians Pty Ltd  
Director

*Julie Mailer*

.....  
Julie Mailer  
Isoar Custodians Pty Ltd  
Director

30-11-2021

Dated this ..... day of .....

# Mailer D And J Superannuation Fund Compilation Report

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We have compiled the accompanying special purpose financial statements of the Mailer D And J Superannuation Fund which comprise the statement of financial position as at 30/06/2021 the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

## The Responsibility of the Trustee(s)

The Trustee(s) of Mailer D And J Superannuation Fund are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

## Our Responsibility

On the basis of information provided by the Trustee(s), we have compiled the accompanying special purpose financial statements in accordance with the financial reporting framework as described in Note 1 to the financial statements and APES 315: Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the financial reporting framework described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110: Code of Ethics for Professional Accountants.

## Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

Sam Greco & Co Chartered Accountants

of

Level 1 Mitcham House 1355 Gympie Road, Aspley, Queensland 4034

Signed: *Sam Greco*

Dated: / / 30-11-2021

# Minutes of a meeting of the Director(s)

held on / / at 5 Peachester Court, Deception Bay, Queensland 4508

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<b>PRESENT:</b>	Daniel Mailer and Julie Mailer
<b>MINUTES:</b>	The Chair reported that the minutes of the previous meeting had been signed as a true record.
<b>FINANCIAL STATEMENTS OF SUPERANNUATION FUND:</b>	<p>It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.</p> <p>The Chair tabled the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2021 and it was resolved that such statements be and are hereby adopted as tabled.</p>
<b>TRUSTEE'S DECLARATION:</b>	It was resolved that the trustee's declaration of the Superannuation Fund be signed.
<b>ANNUAL RETURN:</b>	Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2021, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
<b>TRUST DEED:</b>	The Chair tabled advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
<b>INVESTMENT STRATEGY:</b>	The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
<b>INSURANCE COVER:</b>	The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.
<b>ALLOCATION OF INCOME:</b>	It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
<b>INVESTMENT ACQUISITIONS:</b>	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2021.
<b>INVESTMENT DISPOSALS:</b>	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2021.
<b>AUDITORS:</b>	<p>It was resolved that</p> <p>Super Audits Pty Ltd</p> <p>of</p> <p>5A Broadway, Glenelg South, South Australia 5045</p> <p>act as auditors of the Fund for the next financial year.</p>

# Minutes of a meeting of the Director(s)

held on / / at 5 Peachester Court, Deception Bay, Queensland 4508

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**TAX AGENTS:**

It was resolved that

Sam Greco & Co Chartered Accountants

act as tax agents of the Fund for the next financial year.

**TRUSTEE STATUS:**

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

**PAYMENT OF BENEFITS:**

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

**CLOSURE:**

All resolutions for this meeting were made in accordance with the SISA and Regulations.

There being no further business the meeting then closed.

Signed as a true record –

*Daniel Mailer*

.....  
Daniel Mailer

Chairperson

# Mailer D And J Superannuation Fund Members Statement

Daniel Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth : Provided  
Age: 48  
Tax File Number: Provided  
Date Joined Fund: 24/10/2011  
Service Period Start Date: 15/01/1996  
Date Left Fund:  
Member Code: MAIDAN00001A  
Account Start Date: 24/10/2011  
Account Phase: Accumulation Phase  
Account Description: Accumulation

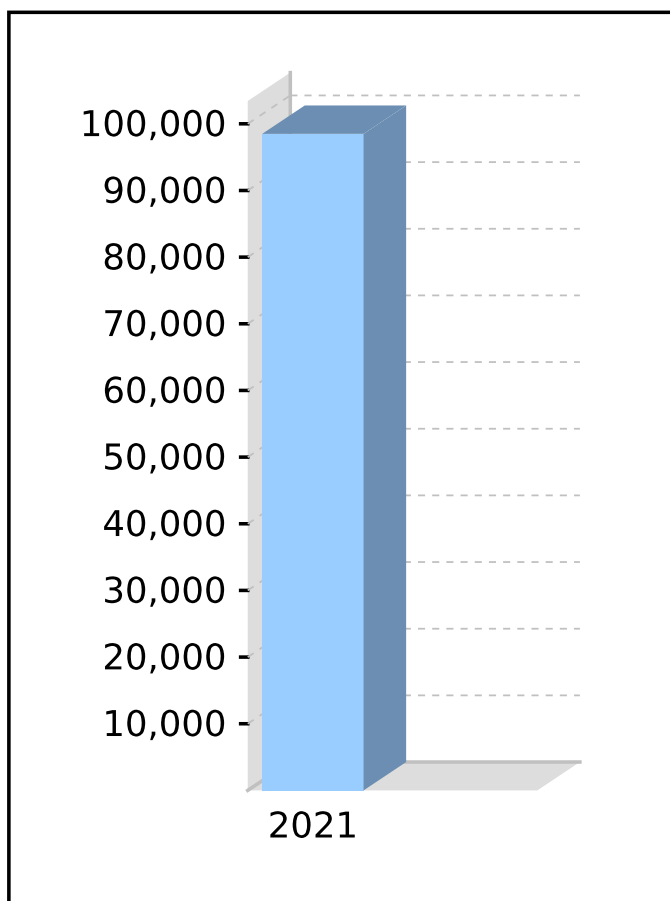
Nominated Beneficiaries N/A  
Vested Benefits 98,498.68  
Total Death Benefit 98,498.68  
Current Salary 0.00  
Previous Salary 0.00  
Disability Benefit 0.00

## Your Balance

Total Benefits 98,498.68

Preservation Components  
Preserved 98,444.56  
Unrestricted Non Preserved 54.12  
Restricted Non Preserved

Tax Components  
Tax Free 3,424.79  
Taxable 95,073.89



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	94,019.57
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.51
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	2,054.97
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	307.34
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	98,498.68

# Mailer D And J Superannuation Fund Members Statement

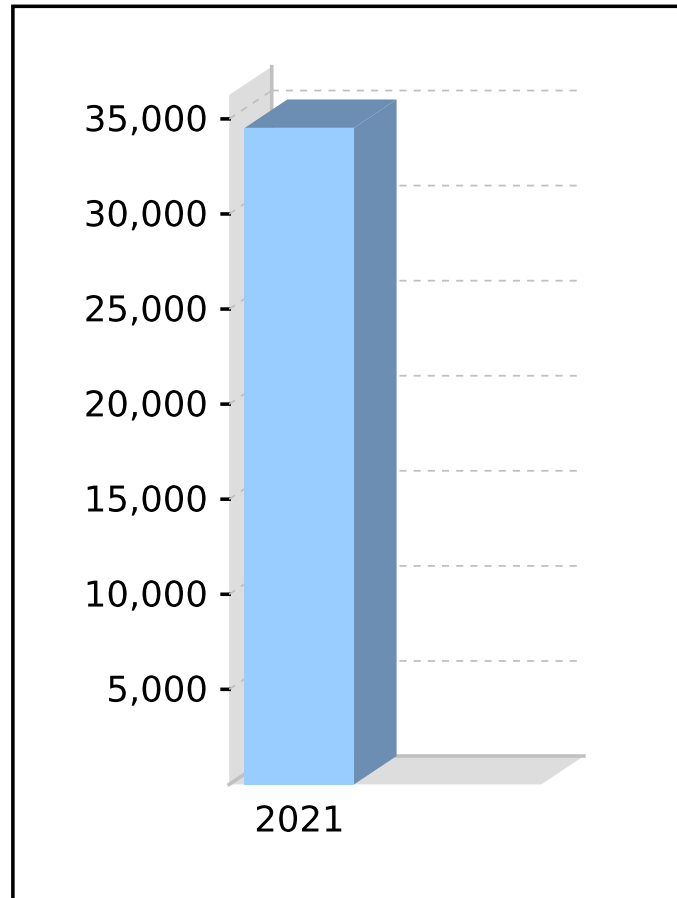
Julie Mailer  
5 Peachester Court  
Deception Bay, Queensland, 4508, Australia

## Your Details

Date of Birth :	Provided	Nominated Beneficiaries	N/A
Age:	44	Vested Benefits	34,530.32
Tax File Number:	Provided	Total Death Benefit	34,530.32
Date Joined Fund:	24/10/2011	Current Salary	0.00
Service Period Start Date:	24/10/2011	Previous Salary	0.00
Date Left Fund:		Disability Benefit	0.00
Member Code:	MAIJUL00001A		
Account Start Date	24/10/2011		
Account Phase:	Accumulation Phase		
Account Description:	Accumulationn		

## Your Balance

<b>Total Benefits</b>	<b>34,530.32</b>
<u>Preservation Components</u>	
Preserved	34,530.32
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	7,905.42
Taxable	26,624.90



## Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	31,213.49
<u>Increases to Member account during the period</u>	
Employer Contributions	3,213.52
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	688.28
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	482.03
Income Tax	102.94
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	34,530.32

**PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)**

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

**Privacy**

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

*The Australian Business Register*

The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this tax return to maintain the integrity of the register.

Please refer to the privacy statement on the Australian Business Register (ABR) website ([www.abr.gov.au](http://www.abr.gov.au)) for further information – it outlines our commitment to safeguarding your details.

*Electronic funds transfer - direct debit*

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax file number  Year

Name of partnership, trust, fund or entity

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

**Important**

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

**Declaration: I declare that:**

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director  Date

**PART B Electronic funds transfer consent**

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic lodgment channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

Agent's reference number   
Account Name

I authorise the refund to be deposited directly to the specified account.

Signature  Date

# Self-managed superannuation fund annual return

# 2021

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the Fund income tax return 2021 (NAT 71287)

Return year

The Self-managed superannuation fund annual return instructions 2021 (NAT 71606) (the instructions) can assist you to complete this annual return.

The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT3036).

## Section A: Fund information

### 1 Tax file number (TFN)

The Tax Office is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

### 2 Name of self-managed superannuation fund (SMSF)

Mailer D And J Superannuation Fund

### 3 Australian business number (ABN)

NN NNN NNN NNN

### 4 Current postal address

PO Box 354

ASPLEY

QLD

4034

### 5 Annual return status

Is this an amendment to the SMSF's 2021 return?

A  N

Is this the first required return for a newly registered SMSF?

B  N

### 6 SMSF auditor

Auditor's name

Title

Mr

Familyname

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100 014 140

Auditor's phone number

61 0410712708

Use Agent address details?  N

Postal address

PO Box 3376

Rundle Mall

SA

5000

Date audit was completed

A

Was Part A of the audit report qualified?

B

Was Part B of the audit report qualified?

C

If Part B of the audit report was qualified, have the reported issues been rectified?

D

**Sensitive (when completed)**



**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

**A Fund's financial institution account details**

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number (must be six digits)  Fund account number

Fund account name (for example, J&Q Citizen ATF J&Q Family SF)

I would like my tax refunds made to this account.  Y Print Y for yes or N for no.  N If Yes, Go to C.

**B Financial institution account details for tax refunds**

Use Agent Trust Account?  N

This account is used for tax refunds. You can provide a tax agent account here.

BSB number  Account number

Fund account name (for example, J&Q Citizen ATF J&Q Family SF)

**C Electronic service address alias**

Provide the electronic service address (ESA) issued by your SMSF messaging provider (For example, SMSFdataESAAlias). See instructions for more information.

**8 Status of SMSF**

Australian superannuation fund  A  Y

Fund benefit structure  B  A Code

Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution?  C  Y

**9 Was the fund wound up during the income year?**

N Print Y for yes or N for no. If yes, provide the date on which fund was wound up

Have all tax lodgment and payment obligations been met?

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?  N Print Y for yes or N for no.

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label A

If Yes Exempt current pension income amount  A

Which method did you use to calculate your exempt current pension income?

Segregated assets method  B

Unsegregated assets method  C

Was an actuarial certificate obtained?  D  Print Y for yes

Did the fund have any other income that was assessable?  E  Print Y for yes or N for no.

Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do not complete Section B: Income.)

**Sensitive (when completed)**

**Section B: Income**

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the entire year, there was no other income that was assessable, and you have not realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

**11 Income**

Did you have a capital gains tax (CGT) event during the year? **G**  **N**  Print **Y** for yes or **N** for no.

Have you applied an exemption or rollover? **M**  Print **Y** for yes or **N** for no.

Code

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a Capital Gains Tax (CGT) schedule 2021.

Net capital gain **A**

Gross rent and other leasing and hiring income **B**

Gross interest **C**

Forestry managed investment scheme income **X**

Gross foreign income **D1**  Net foreign income **D**  Loss

Australian franking credits from a New Zealand company **E**

Transfers from foreign funds **F**  Number

Gross payments where ABN not quoted **H**

Gross distribution from partnerships **I**  Loss

\* Unfranked dividend amount **J**

\* Franked dividend amount **K**

\* Dividend franking credit **L**

\* Gross trust distributions **M**  Code

**Calculation of assessable contributions**  
 Assessable employer contributions **R1**   
 plus Assessable personal contributions **R2**   
 plus#\*No-TFN-quoted contributions **R3**   
 (an amount must be included even if it is zero)  
 less Transfer of liability to life insurance company or PST **R6**

Assessable contributions (R1 plus R2 plus R3 less R6) **R**

**Calculation of non-arm's length income**  
 \* Net non-arm's length private company dividends **U1**   
 plus \* Net non-arm's length trust distributions **U2**   
 plus \* Net other non-arm's length income **U3**

\* Other income **S**  Code

\*Assessable income due to changed tax status of fund **T**

**Net non-arm's length income** (subject to 45% tax rate) **U**   
 (U1 plus U2 plus U3)

#This is a mandatory label  
 \* If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

**GROSS INCOME** **W**  Loss   
 (Sum of labels A to U)

Exempt current pension income **Y**

**TOTAL ASSESSABLE INCOME** **V**  Loss   
 (W less Y)

**Sensitive (when completed)**

**Section C: Deductions and non-deductible expenses**

**12 Deductions and non-deductible expenses**

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	<b>DEDUCTIONS</b>		<b>NON-DEDUCTIBLE EXPENSES</b>	
Interest expenses within Australia	<b>A1</b>	<input type="text"/>	<b>A2</b>	<input type="text"/>
Interest expenses overseas	<b>B1</b>	<input type="text"/>	<b>B2</b>	<input type="text"/>
Capital works expenditure	<b>D1</b>	<input type="text"/>	<b>D2</b>	<input type="text"/>
Decline in value of depreciating assets	<b>E1</b>	<input type="text"/>	<b>E2</b>	<input type="text"/>
Insurance premiums – members	<b>F1</b>	<input type="text"/>	<b>F2</b>	<input type="text"/>
SMSF auditor fee	<b>H1</b>	<input type="text" value="385"/>	<b>H2</b>	<input type="text"/>
Investment expenses	<b>I1</b>	<input type="text"/>	<b>I2</b>	<input type="text"/>
Management and administration expenses	<b>J1</b>	<input type="text" value="1,967"/>	<b>J2</b>	<input type="text"/>
Forestry managed investment scheme expense	<b>U1</b>	<input type="text"/>	<b>U2</b>	<input type="text"/>
Other amounts	<b>L1</b>	<input type="text"/> <small>Code</small> <input type="text"/>	<b>L2</b>	<input type="text"/> <small>Code</small> <input type="text"/>
Tax losses deducted	<b>M1</b>	<input type="text"/>		

**TOTAL DEDUCTIONS**

**N**   
(Total A1 to M1)

**TOTAL NON-DEDUCTIBLE EXPENSES**

**Y**   
(Total A2 to L2)

**#TAXABLE INCOME OR LOSS** Loss

**O**  Loss

**(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)**

**TOTAL SMSF EXPENSES**

**Z**   
(N plus Y)

#This is a mandatory label.

**Section D: Income tax calculation statement**

**#Important:**

Section B label R3, Section C label O and Section D labels A, T1, J, T5 and I are mandatory. If you leave these labels blank you will have specified a zero amount

**13 Calculation statement**

Please refer to the Self-managed superannuation fund annual return instructions 2021 on how to complete the calculation statement.

#Taxable income **A**   
(an amount must be included even if it is zero)

#Tax on taxable income **T1**   
(an amount must be included even if it is zero)

#Tax on no-TFN-quoted contributions **J**   
(an amount must be included even if it is zero)

**Gross tax** **B**   
(T1 plus J)

Sensitive (when completed)

Foreign income tax offset <b>C1</b> <input type="text"/>	<b>Non-refundable non-carry forward tax offsets</b> <b>C</b> <input type="text" value="0.00"/> (C1 plus C2)
Rebates and tax offsets <b>C2</b> <input type="text"/>	

**SUBTOTAL 1**  
**T2**   
(B less C –cannot be less than zero)

Early stage venture capital limited partnership tax offset <b>D1</b> <input type="text"/>	<b>Non-refundable carry forward tax offsets</b> <b>D</b> <input type="text" value="0.00"/> (D1 plus D2 plus D3 plus D4)
Early stage venture capital limited partnership tax offset carried forward from previous year <b>D2</b> <input type="text"/>	
Early stage investor tax offset <b>D3</b> <input type="text"/>	<b>SUBTOTAL 2</b> <b>T3</b> <input type="text" value="1,375.50"/> (T2 less D –cannot be less than zero)
Early stage investor tax offset carried forward from previous year <b>D4</b> <input type="text"/>	

Complying fund's franking credits tax offset <b>E1</b> <input type="text"/>	<b>Refundable tax offsets</b> <b>E</b> <input type="text" value="0.00"/> (E1 plus E2 plus E3 plus E4)
No-TFN tax offset <b>E2</b> <input type="text"/>	
National rental affordability scheme tax offset <b>E3</b> <input type="text"/>	
Exploration credit tax offset <b>E4</b> <input type="text"/>	

**#TAX PAYABLE T5**   
(T3 less E - cannot be less than zero)

**Section 102AAM interest charge**  
**G**

Sensitive (when completed)

Fund's tax file number (TFN)

Credit for interest on early payments – amount of interest

**H1**

Credit for tax withheld – foreign resident withholding (excluding capital gains)

**H2**

Credit for tax withheld – where ABN or TFN not quoted (non-individual)

**H3**

Credit for TFN amounts withheld from payments from closely held trusts

**H5**

Credit for interest on no-TFN tax offset

**H6**

Credit for foreign resident capital gains withholding amounts

**H8**

**Eligible credits**

**H**

(H1 plus H2 plus H3 plus H5 plus H6 plus H8)

**#Tax offset refunds**

(Remainder of refundable tax offsets).

**I**

(unused amount from label E- an amount must be included even if it is zero)

**PAYG instalments raised**

**K**

**Supervisory levy**

**L**

**Supervisory levy adjustment for wound up funds**

**M**

**Supervisory levy adjustment for new funds**

**N**

**Total amount of tax payable**

**S**

(T5 plus G less H less I less K plus L less M plus N)

#This is a mandatory label.

*D.M.*

**Section E: Losses**

**14 Losses**

If total loss is greater than \$100,000, complete and attach a Losses schedule 2021.

Tax losses carried forward to later income years

**U**

Net capital losses carried forward to later income years

**V**

Net capital losses brought forward from prior years

Non-Collectables   
Collectables

Net capital losses carried forward to later income years

Sensitive (when completed)

**Section F / Section G: Member Information**

In Section F / G report all current members in the fund at 30 June.  
Use Section F / G to report any former members or deceased members who held an interest in the fund at any time during the income year.

Title	Mr	See the Privacy note in the Declaration.	Member'sTFN		Member Number	1
Family name	Mailer				Account status	0 Code
First given name	Daniel					
Other given names						
Date of birth	15/09/1972	If deceased, date of death				

**Contributions**

OPENING ACCOUNT BALANCE 94,019.57

Refer to instructions for completing these labels	Proceeds from primary residence disposal
Employer contributions	<b>H</b>
<b>A</b> 3,213.51	Receipt date
ABN of principal employer	<b>H1</b>
<b>A1</b>	Assessable foreign superannuation fund amount
Personal contributions	<b>I</b>
<b>B</b>	Non-assessable foreign superannuation fund amount
CGT small business retirement exemption	<b>J</b>
<b>C</b>	Transfer from reserve: assessable amount
CGT small business 15-year exemption amount	<b>K</b>
<b>D</b>	Transfer from reserve: non-assessable amount
Personal injury election	<b>L</b>
<b>E</b>	Contributions from non-complying funds and previously non-complying funds
Spouse and child contributions	<b>T</b>
<b>F</b>	Any other contributions (including Super Co-contributions and low Income Super Contributions)
Other third party contributions	<b>M</b>
<b>G</b>	
<b>TOTAL CONTRIBUTIONS N</b> 3,213.51	
(Sum of labels A to M)	

**Other transactions**

Accumulation phase account balance	Allocated earnings or losses	<b>O</b> 1,265.60	Loss
<b>S1</b> 98,498.68	Inward rollovers and transfers	<b>P</b>	
Retirement phase account balance - Non CDBIS	Outward rollovers and transfers	<b>Q</b>	Code
<b>S2</b> 0.00	Lump Sum payment	<b>R1</b>	Code
Retirement phase account balance - CDBIS	Income stream payment	<b>R2</b>	Code
<b>S3</b> 0.00			
0 TRISCount	<b>CLOSING ACCOUNT BALANCE S</b> 98,498.68		
	S1 plus S2 plus S3		
Accumulation phase value	<b>X1</b>		
Retirement phase value	<b>X2</b>		
Outstanding limited recourse borrowing arrangement amount	<b>Y</b>		

**Sensitive (when completed)**

Fund's tax file number (TFN)

See the Privacy note in the Declaration.

Title  Member'sTFN  Member Number

Family name  Account status  Code

First given name

Other given names

Date of birth  If deceased, date of death

Contributions

OPENING ACCOUNT BALANCE

Refer to instructions for completing these labels

Employer contributions **A**

ABN of principal employer **A1**

Personal contributions **B**

CGT small business retirement exemption **C**

CGT small business 15-year exemption amount **D**

Personal injury election **E**

Spouse and child contributions **F**

Other third party contributions **G**

Proceeds from primary residence disposal

**H**

Receipt date **H1**

Assessable foreign superannuation fund amount **I**

Non-assessable foreign superannuation fund amount **J**

Transfer from reserve: assessable amount **K**

Transfer from reserve: non-assessable amount **L**

Contributions from non-complying funds and previously non-complying funds **T**

Any other contributions (including Super Co-contributions and low Income Super Contributions) **M**

TOTAL CONTRIBUTIONS **N**   
(Sum of labels A to M)

Other transactions

Accumulation phase account balance **S1**

Retirement phase account balance - Non CDBIS **S2**

Retirement phase account balance - CDBIS **S3**

TRIS Count

Allocated earnings or losses **O**  Loss

Inward rollovers and transfers **P**

Outward rollovers and transfers **Q**

Lump Sum payment **R1**  Code

Income stream payment **R2**  Code

CLOSING ACCOUNT BALANCE **S**   
S1 plus S2 plus S3

Accumulation phase value **X1**

Retirement phase value **X2**

Outstanding limited recourse borrowing arrangement amount **Y**

Sensitive (when completed)

Section H: **Assets and liabilities**

**15 ASSETS**

15a Australian managed investments

Listed trusts	<b>A</b>	<input type="text"/>
Unlisted trusts	<b>B</b>	<input type="text"/>
Insurance policy	<b>C</b>	<input type="text"/>
Other managed investments	<b>D</b>	<input type="text"/>

15b Australian direct investments

Cash and term deposits	<b>E</b>	<input type="text" value="133,488"/>
Debt securities	<b>F</b>	<input type="text"/>
Loans	<b>G</b>	<input type="text"/>
Listed shares	<b>H</b>	<input type="text"/>
Unlisted shares	<b>I</b>	<input type="text"/>

**Limited recourse borrowing arrangements**

Australian residential real property  
**J1**

Australian non-residential real property  
**J2**

Overseas real property  
**J3**

Australian shares  
**J4**

Overseas shares  
**J5**

Other  
**J6**

Property count  
**J7**

Limited recourse borrowing arrangements **J**

Non-residential real property	<b>K</b>	<input type="text"/>
Residential real property	<b>L</b>	<input type="text"/>
Collectables and personal use assets	<b>M</b>	<input type="text"/>
Other assets	<b>O</b>	<input type="text" value="330"/>

15c Other investments

Crypto-Currency **N**

15d Overseas direct investments

Overseas shares	<b>P</b>	<input type="text"/>
Overseas non-residential real property	<b>Q</b>	<input type="text"/>
Overseas residential real property	<b>R</b>	<input type="text"/>
Overseas managed investments	<b>S</b>	<input type="text"/>
Other overseas assets	<b>T</b>	<input type="text"/>

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U**   
(Sum of labels A to T)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year **A**  Print **Y** for yes or **N** for no.

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A**

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B**

Print **Y** for yes or **N** for no.

**Sensitive (when completed)**



16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	<b>V1</b>	<input type="text"/>	
Permissible temporary borrowings	<b>V2</b>	<input type="text"/>	
Other borrowings	<b>V3</b>	<input type="text"/>	
			Borrowings <b>V</b> <input type="text" value="0"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCEs from Sections F and G)			<b>W</b> <input type="text" value="133,029"/>
Reserve accounts			<b>X</b> <input type="text"/>
Other liabilities			<b>Y</b> <input type="text" value="789"/>
<b>TOTAL LIABILITIES</b>			<b>Z</b> <input type="text" value="133,818"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains	<b>H</b>	<input type="text"/>
Total TOFA losses	<b>I</b>	<input type="text"/>

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit income year specified of the election (for example, for the 2020–21 income year, write 2021). **A**

If revoking or varying a family trust election, print R for revoke or print V for variation, and complete and attach the Family trust election, revocation or variation 2021. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an Interposed entity election or revocation 2021 for each election. **C**

If revoking an interposed entity election, print R, and complete and attach the Interposed entity election or revocation 2021. **D**

Sensitive (when completed)

**Section K: Declarations**

Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

**Important**

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

**Privacy**

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy).

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report (if required) and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date

**Preferred trustee or director contact details:**

Title

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

**TAX AGENT'S DECLARATION:**

I,

declare that the Self-managed superannuation fund annual return 2021 has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature  Date

**Tax agent's contact details**

Title

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Tax agent number  Reference number

**Sensitive (when completed)**

Mailer D And J Superannuation Fund  
PO Box 414 REDCLIFFE QLD 4020

Mr Anthony Boys  
Super Audits Pty Ltd  
PO Box 3376  
Rundle Mall SA 5000

Dear Sir,

**Mailer D And J Superannuation Fund**

**Superannuation Fund Management/Trustee Representation Letter**

In connection with your audit examination of the financial report of Mailer D And J Superannuation Fund for the year ended 30 June 2021, hereby confirm, at your request that to best of our knowledge and belief, the following representation relating to the accounts are correct.

**Financial Report**

We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation of the financial report.

The management/trustee have determined that the fund is not a reporting entity for the year ended 30 June 2021 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the fund. Accordingly, the financial report prepared is a special purpose financial report, which is for distribution to members of the fund and to satisfy the requirement of the SISA and the SISR, and to confirm that the financial report is free of material misstatements, including omissions.

**Sole Purpose**

The fund has been maintained for the sole purpose of providing superannuation benefits to its members and their dependents.

**Superannuation Fund Books/Records/Minutes**

- (a) We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit.
- (a) We have made available to you Minutes of all trustee(s)' meetings and the Trust Deed.
- (b) We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial statements, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- (c) We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.
- (d) Records maintained during the period were in accordance with the Australian Taxation Office requirements.

### **Asset Form**

The assets of the superannuation fund are being held in a form suitable for the benefit of the members of the fund, and have been held in accordance with the fund's investment strategy.

### **Ownership and Pledging of Assets**

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

### **Investments**

- (e) We have considered the requirement of generally accepted accounting standards in regards to impairment of assets when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
- (f) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments that have not been disclosed in the financial statements.
- (g) The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the insurance needs of fund members, and the assets of the fund are in line with this strategy.
- (h) All investments are acquired, maintained and disposed of on an arm's length basis.

### **Trust Deed**

The superannuation fund is being conducted in accordance with its Trust Deed.

### **Superannuation Industry (Supervision) Act and Regulations**

- (i) The fund meets the definition of a self-managed superannuation fund under the SISA.
- (j) The fund has been conducted in accordance with the SISA, the SISR and its governing rules at all times during the year. Also there were no amendments to the governing rules during the year, except as notified to you.
- (k) The fund is being conducted in accordance with the SISA and the SISR, in particular the relevant requirements of the following provisions:  
  
Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K  
  
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA
- (l) The trustee(s) have been nominated and may only be removed in such manner and circumstances as are allowed in the Trust Deed.
- (m) The trustees are not disqualified persons under s126K of the SISA.
- (n) Any vacancy among the trustee(s) is filled in accordance with the Trust Deed.
- (o) The trustee(s) have complied with all trustee standards set out in SISR and the covenant prescribed by section 52 of the SISA.

- (p) The trustee(s) have complied with all investment standards set out in the SISA and the SISR.
- (q) Information retention obligations have been complied with.
- (r) All contributions accepted and benefits paid have been in accordance with the governing rules of the fund and relevant provisions of the SISA and the SISR.

There are no breaches or possible breaches of the SIS legislation whose effects should be considered for disclosure in the financial report or to the Australian Taxation Office.

#### **Commitments**

- (s) There are no material commitments for construction or acquisition of property, plant and equipment to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
- (t) There were no commitments for purchase or sale of securities or assets or any options given by the fund including options over share capital.

#### **Taxation**

- (u) We have calculated income tax expense, current tax liability, deferred tax liability and deferred tax asset according to the definitions of taxable income and allowable deductions. We have calculated and recognised all other applicable taxes according to the relevant tax legislation.
- (v) There are no activities that invoke the anti-avoidance provisions of any applicable tax legislation.

#### **Borrowings**

The trustees have not borrowed money on behalf of the superannuation fund with the exception of borrowings which were allowable under the SIS Act and the SIS Regulations.

#### **Related Parties**

- (w) The fund has not made any loans to, or provided financial assistance to members of the fund or their relatives.
- (x) No asset has been acquired from a member or related party other than as permitted under the SISA and the SISR.
- (y) Related party transactions and related amounts receivable or payable have been properly disclosed in the financial statements.
- (z) All related party transactions have been conducted on commercial terms as if the transaction was undertaken on an arms length basis in accordance with section 109 of the SIS Act.

#### **Accounting Misstatement Detected by Audit**

There has been no misstatement noted by audit during the course of the current year audit.

#### **Insurance**

The superannuation fund has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks where relevant. This review has been

performed and where it is considered appropriate, assets and insurable risks of the superannuation fund are adequately covered by insurance.

### **Accounting Estimates**

We confirm the significant assumptions used in making accounting estimates are reasonable.

### **Fair Value Measurements and Disclosures**

We confirm that significant assumptions used in fair value measurements and disclosures are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the fund.

### **Going Concern**

In the opinion of the trustees there are reasonable grounds to believe that the superannuation fund will be able to:

- Pay its debts as and when they fall due.
- Continue as a going concern for the foreseeable future.

We, therefore, confirm that the going concern basis is appropriate for the financial report.

### **Events after Balance Sheet Date**

We are not aware of any events that have occurred between the financial reporting date to the date of this letter that we need to disclose or recognise in the financial report.

### **Comparative Information**

We confirm that there have been no restatements made to correct a material misstatement in the prior period financial report that affects the comparative information.

### **Fraud and Error**

- (aa) There has been no:
  - (i) Fraud, error, or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure.
  - (i) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial report.
  - (ii) Communication from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- (bb) The superannuation fund has disclosed to the auditor all significant facts relating to any frauds or suspected frauds known to management that may have affected the superannuation fund.
- (cc) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.
- (dd) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.

### **Legal Matters**

We confirm that all matters that may result in legal action against the fund or the trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.

## General

- (ee) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.
- (ff) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.
- (gg) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (hh) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

We understand that your examination was made in accordance with the Australian Auditing Standards and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the fund taken as a whole, and that your tests of the financial records and other auditing procedures were limited to those which you considered necessary for that purpose.

## Additional Matters

There are no additional matters.

**Signed by the Directors of Isoar Custodians Pty Ltd as Trustee for the Mailer D And J Superannuation Fund**

*Daniel Mailer*

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**Director / Trustee  
Daniel Ross Mailer**

*Julie Mailer*

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**Director / Trustee  
Julie Marie Mailer**

Mailer D And J Superannuation Fund

Dear Daniel And Julie

Mailer D And J Superannuation Fund  
**Audit Engagement Letter**

**Objectives and Scope of the Audit**

You have requested that we audit the financial statements of the SMSF for the year ended 30 June 2021. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Our audit will be performed in accordance with Australian Auditing Standards, the *Superannuation Industry (Supervision) Act 1993* (SISA) and the *Superannuation Industry (Supervision) Regulations* (SISR) with the objective of expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and the SISR.

**Our Responsibilities**

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance as to whether the financial report is free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the implementation and operation of accounting and internal control systems that are designed to prevent and detect fraud and error, as well as evaluating the overall presentation of the financial report.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatement may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. We will, however, communicate to you in writing any significant deficiencies in internal control relevant to the audit of the financial report that we have identified during the audit.

**Trustees' Responsibilities**

Our audit will be conducted on the basis that the trustee(s) acknowledge and understand that they have responsibilities:

- For the preparation of the financial report that gives a true and fair view in accordance with the Australian Auditing Standards, other mandatory reporting requirements and the SIS Act and SIS Regulations is that of the trustee(s);
- For such internal control as the trustee(s) determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error; and
  - To provide us with: Access to all information of which the trustees are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;



- Additional information that we may request from the trustees for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from trustees written confirmation concerning representations made to us in connection with the audit.

Australian Auditing Standards require that we determine whether the financial reporting framework applied in the preparation of this special purpose of financial report is acceptable. If we determine the financial reporting framework to be unacceptable, we will not be able to undertake the audit engagement unless the framework is amended and then determined to be acceptable.

If a qualified audit report is to be issued following the completion of our audit, we will advise the details to you in a timely manner and prior to the issue of our report.

### **Audit of SIS Compliance**

For the year ended 30 June 2021, we are required to form an opinion in respect of compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections: 17A, 35AE, 35B, 35C(2), 52, 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA, 13.22C

### **Report on Significant Matters**

Under section 129 of the SISA we are required to report to you in writing. If during the course of, or in connection with, our audit, we become aware of any contravention of the Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report to the ATO, as regulator, any contravention of the SISA and the SISR, where we believe the contravention may affect the interests of the members of beneficiaries of the fund.

In addition, we are also required under section 130 to report to you if we believe the superannuation fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as trustee(s) as to the action taken to rectify the situation or we receive no response, we are obliged to report the matter to the ATO.

A failure on the part of the trustee to rectify these breaches to the satisfaction of the ATO may result in significant penalties to the trustee and the fund itself.

In addition to our report on the financial statements, we will also report to you any material weaknesses in the fund's system of accounting and internal control which come to our notice during the course of our audit.

### **Quality Control**

The conduct of our audit in accordance Australian Auditing Standards means that information acquired by us in the course of our audit is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your expressed consent.

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

**Independence/Conflict of Interest**

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

**Outsourced Services**

We do not use any outsourced services in overseas locations when conducting client assignments.

**Data Storage**

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

**Limitation of Liability**

Our firm’s liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

**Other**

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

If you have any queries in relation to this please contact me.

To: MR ANTHONY BOYS

I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of Isoar Custodians Pty Ltd as trustee for the Mailer D And J Superannuation Fund

**Signed &  
Dated**

*Daniel Mailer*

*Julie Mailer*

\_\_\_\_\_  
Daniel Mailer

\_\_\_\_\_  
Julie Mailer

Yours sincerely  
ANTHONY BOYS – REGISTERED COMPANY AUDITOR

**DATED:**

Signed document to be returned to P.O. Box 3376 Rundle Mall 5000



**CHARTERED ACCOUNTANT**

**Business Focused Solutions**

A.B.N. 16 230 504 491  
 PO Box 354, ASPLEY QLD 4034  
 Phone (07) 3263 5200 Fax (07) 3263 4830

Daniel And Julie  
 Mailer D And J Superannuation Fund  
 PO Box 414  
 REDCLIFFE QLD 4020

**Tax Invoice**  
**209359**  
 Ref: MAIL0015  
 30 November, 2021

Description	Amount
Professional Services Rendered Preparation of Financial Statements for the period ended 30 June 2021 which included: Dissection and coding of Bank Statements in preparation of Journals for preparation of Trial Balance for the year ended 30 June 2021 Calculate members benefits and allocate income to each member Preparation of Member Statements for the period ended 30 June 2021 Calculate Interest on in-house Loan Preparation and Lodgement of Superannuation Fund Tax Return and associated schedules for the year ended 30 June 2021 Preparation of Resolution of Minutes for the period ended 30 June 2021 Additional Correspondence with Auditor due to Audit Contrivention in 2019 & 2020. Sundry advice and Other Matters (This invoice does not include Auditor Fees. These will be invoiced separately by the Auditor.)*	1,452.00
<div style="border: 1px solid #007bff; border-radius: 15px; padding: 10px; background-color: #e6f2ff;">             If you would like to pay by Credit Card please call our office              Or pay directly to our bank account and forward a Payment Receipt to <a href="mailto:info@taxonline.com.au">info@taxonline.com.au</a> </div>	<p><i>D.M.</i></p> <p><i>J.M.</i></p>

Description	Amount

**Terms: Strictly Seven Days** **AMT Due \$ 1,452.00**

The Amount Due Includes GST of \$132.00  
 \* Indicates Taxable Supply

**Refer to our Terms of Trade on our website [www.taxonline.com.au](http://www.taxonline.com.au)**  
**REMINDER - TAX RETURNS AND BAS'S WILL NOT BE LODGED UNTIL PAYMENT OF INVOICE**

<b>Remittance Advice.</b>		Invoice: 209359
Mailer D And J Superannuation Fund	<i>J.M. D.M.</i>	Ref: MAIL0015
*Cheque      *Cash      *M/card & VISA Only		30 November, 2021
*Direct Deposit - please use Invoice No. as your REFERENCE		
<b>Senrico Pty Ltd --- BSB 484 799    Acc 167 066 970</b>	<b>Amt Due: \$</b>	<b>1,452.00</b>
Card No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Validation No. <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder .....	Signature .....	Expiry Date ...../.....



# Signature Certificate

Document Ref.: ZSSNX-KFKR3-ZZDTI-DXRW2

Document signed by:

	<b>Sam Greco</b> Verified E-mail: samg@taxonline.com.au	<i>Sam Greco</i>
IP: 14.202.251.9      Date: 30 Nov 2021 03:40:00 UTC		

	<b>Daniel Mailer</b> Verified E-mail: dmailer@ljhookerredcliffe.com.au	<i>Daniel Mailer</i>
IP: 203.45.214.63      Date: 30 Nov 2021 03:47:10 UTC		

	<b>Julie Mailer</b> Verified E-mail: jmailer@ljhookerredcliffe.com.au	<i>Julie Mailer</i>
IP: 203.45.214.63      Date: 30 Nov 2021 04:15:03 UTC		

Document completed by all parties on:  
30 Nov 2021 04:15:03 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





## B - Permanent Documents

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Not Started

### Supporting Documents

- Fund Summary Report [Report](#)
- Application for Membership JMM.pdf
- D & J Mailer SF - amendment Deed.pdf
- Consent to Act as Trustee DRM.pdf
- Application for Membership DRM.pdf
- Agree of Membrs to nominate Trustee.pdf
- Formation Costs - Deed of Ammendment \$330.pdf
- D & J Mailer SF - Original Deed.pdf
- Consent to Act as Trustee JMM.pdf
- Deed of Amendment Super Fund.tif
- Signed pages from Super Trust Deed and order form.tif

### Standard Checklist

- Attach latest copy of ASIC annual company statement (if corporate trustee)
- Ensure latest copies of ATO Trustee Declarations and ATO confirmation that the fund is a regulated fund is attached
- Ensure latest copies of trustee consents, member consents and registers are attached
- Ensure latest copy of trust deed (including amendments) are attached
- Use [Australian Business Register](#) to ensure details are correct
- Use [Super Fund Lookup](#) to check the eligibility to receive rollovers and contributions

# Mailer D And J Superannuation Fund Fund Summary Report

As at 30 June 2021

## Fund Details

Date Formed: 24/10/2011  
Tax File Number: Provided  
ABN: 18970461911

Period: 01/07/2020 - 30/06/2021  
Fund Type: SMSF  
GST Registered: No

## Postal Address:

5 Peachester Court  
Deception Bay, Queensland 4508

## Physical Address:

5 Peachester Court  
Deception Bay, Queensland 4508

## Members

Number of Members: 2

Name	Age	Member Accounts	Pension Accounts	Tax File Number	Beneficiary Details
Mailer, Daniel	48	1	0	Provided	Not Provided
Mailer, Julie	44	1	0	Provided	Not Provided

## Fund Relationships

Relationship Type	Contact
Accountant	Sam Greco & Co Chartered Accountants
Accountant/Bookkeeper	Sam Greco & Co Chartered Accountants
Auditor	Super Audits Pty Ltd
Auditor	Boys, Anthony
Fund Contact	Daniel and Julie Mailer
Fund Contact	Mailer, Daniel
Fund Contact	Mailer, Julie
Tax Agent	Sam Greco & Co Chartered Accountants
Tax Agent	Greco, Sam
Trustee	Isoar Custodians Pty Ltd Mailer, Daniel Mailer, Julie

**Notice of agreement of Members  
to the nomination of Trustee**

We the undersigned being all of the Members of the following superannuation fund:

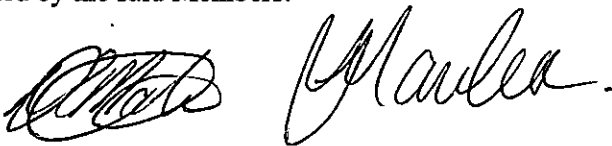
MAILER D AND J SUPERANNUATION FUND

hereby agree to the nomination of:

MAILER, DANIEL ROSS  
MAILER, JULIE MARIE

as Trustee of the Fund and we further agree to the Board of Directors as constituted at the date of this agreement if the Trustee is a Corporation.

Signed by the said Members:

Two handwritten signatures in black ink. The first signature is a cursive 'DR' for Daniel Ross. The second signature is a cursive 'J Mailer' for Julie Marie Mailer.

Dated: 27/10/11



## Application for Membership

**Name of Fund:** MAILER D AND J SUPERANNUATION FUND

**Member's Name:** MAILER, DANIEL ROSS

(Minor's Name if on behalf of minor)

**Address:**

5 Peacheater Crt  
DECEPTION BAY QLD 4508

**Date of Birth:** 15/09/1972

**Occupation:**

**Telephone:**

**Fax:**

**Tax File Number:**

**Contributing Employer(s):**

Mailer Property Group Pty Ltd

A.C.N. 104 912 281

5 Peacheater Crt  
DECEPTION BAY QLD 4508

I hereby apply to become a Member of the abovementioned Fund.

\* I apply as the parent or guardian of and on behalf of the minor referred to above.

(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Trust Deed governing the Fund.

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated: 27/10/11

## **TRUSTEE INFORMATION MEMORANDUM TO MEMBERS**

### **Binding Death Benefit Nomination**

#### **Binding Death Benefit Nomination in accordance with the SIS Act 1993**

The operation of the Fund, of which you are a Member or are being invited to be a Member, is governed by a document called a Trust Deed. The Trustee of the Fund is bound to act in accordance with the requirements of the Trust Deed in administering the Fund.

Under the Trust Deed, the Trustee has a discretion to decide whether, in the event of your death, to pay the death benefit, which is payable to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) and/or to dependants of yours, and in what proportions.

However, the Trust Deed also enables you to override the Trustee's discretion by you giving a binding direction to the Trustee. This is a direction to the Trustee to pay any death benefit payable either to your estate or to dependants specified by you (or both) and in the proportions that you specify.

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee by completing the direction in this Nomination or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

#### **Important Points about Binding Nominations**

If you decide to give a binding direction by completing this Nomination, it is important for you to note the following:

1. You can only direct the Trustee to pay the benefit either to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) or to the dependants that you specify on this Nomination (or both).
2. If you wish to give such a direction to the Trustee, you must specify the percentage of your total death benefit which is to be paid to each of the estate or your dependants, or both.
3. You can confirm, amend or revoke this Nomination at any time by giving written notice to the Trustee.
4. The direction that you give automatically ceases to have any effect 3 years after the date on which you sign and date this Nomination. If the direction ceases to have effect, the Trustee will have a discretion to decide who to pay the death benefit to.
5. If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependant (as described below), your direction will be void and of no effect and the Trustee will be required to decide to whom to pay your death benefit.
6. For the purposes of the Trust Deed, a dependant is:
  - a spouse of a Member
  - any children of a Member
  - any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and

(d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
- (i) the duration of the relationship
  - (ii) whether or not a sexual relationship exists
  - (iii) the ownership, use and acquisition of property
  - (iv) the degree of mutual commitment to a shared life
  - (v) the care and support of children
  - (vi) the reputation and public aspects of the relationship
  - (vii) the degree of emotional support
  - (viii) the extent to which the relationship is one of mere convenience, and
  - (ix) any evidence suggesting that the parties intend the relationship to be permanent.
- (b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

If you have any doubt as to whether a person you wish to nominate to receive any part of your death benefit is a dependant, you should seek advice from the Trustee before completing this Nomination.

7. For this Nomination to be effective, it must be signed and dated by you in the presence of 2 witnesses who are both at least 18 years old and neither of the witnesses can be a person who you have nominated to receive a part of your death benefit.

8. In order for the Binding Nomination to be valid, it must be fully completed.

Please ensure the Nomination, Member Declaration and Witness Declaration are completed.

Please ensure that the beneficiaries named in this Nomination are dependants and/or your Legal Personal Representative.

Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

9. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

10. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

## Binding Death Benefit Nomination

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.

2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.

3. It is not compulsory to complete this Nomination. Details of who a death benefit will be paid to in the situation where there is no valid Nomination can be found in Trustee Information Memorandum to Members – Binding Death Benefit Nomination.

<b>Nomination</b>				
<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

**Member Declaration**

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- I can amend or revoke this Nomination at any time by providing a new Nomination to the Trustee(s) of the Fund, signed and dated by myself in the presence of two witnesses who are aged 18 years or over;
- Unless amended or revoked earlier, this Nomination is binding on the Trustee for a period of 3 years from the date it is first signed or last confirmed;
- This Nomination revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries;
- If this Nomination is not correctly completed, it may be invalid;
- If I have nominated persons who are not dependants or my Legal Personal Representative (that is, the executor of my will or the administrator granted letters of administration of my estate if I do not leave a

will), the direction contained in the Nomination will be void and of no effect and the Trustee will have a discretion as to whom the benefit is payable and in what proportion.

I acknowledge that I have been provided with information by the Trustee of the Fund that enables me to understand my rights to direct the Trustee to pay my Death Benefit in accordance with this Nomination.

**Signature of Member:**

**Date:**

**Witness Declaration**

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

**Signature of Witness:**

**Date:**

**Print Name of Witness:**

**Witness Date of Birth:**

**Signature of Witness:**

**Date:**

**Print Name of Witness:**

**Witness Date of Birth:**

## **TRUSTEE INFORMATION MEMORANDUM TO MEMBERS**

### **Indicative Non-Binding Death Benefit Nomination**

#### **Indicative Non-Binding Death Benefit Nomination**

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death by completing the direction in this Nomination, or you can give a binding direction to the Trustee (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

#### **Important Points about Indicative Non-Binding Nominations**

1. This Nomination Notice is not binding. The Trustees will take it into account in the event that a benefit is paid from the Fund on your death. However the Trustees have complete discretion as to which of your dependants and/or Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) may receive the benefit and in what proportion. If there are no dependants or Legal Personal Representative, the benefit may be payable to a person(s) or your estate as determined by the Trustees.

2. The beneficiaries named in this Notice must be dependants and/or your Legal Representative.

3. For the purposes of the Trust Deed, a dependant is:

- a spouse of the Member
- any children of the Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
  - (i) the duration of the relationship
  - (ii) whether or not a sexual relationship exists
  - (iii) the ownership, use and acquisition of property
  - (iv) the degree of mutual commitment to a shared life
  - (v) the care and support of children

- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

5. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.



## Indicative Non-Binding Death Benefit Nomination

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

### Nomination

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			

**Legal Personal  
representative (your  
estate)**

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> <b>Spouse</b>			
	<input type="checkbox"/> <b>Child</b>			
	<input type="checkbox"/> <b>Interdependency relationship</b>			
	<input type="checkbox"/> <b>Other dependant</b>			
	<input type="checkbox"/> <b>Legal Personal representative (your estate)</b>			

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> <b>Spouse</b>			
	<input type="checkbox"/> <b>Child</b>			
	<input type="checkbox"/> <b>Interdependency relationship</b>			
	<input type="checkbox"/> <b>Other dependant</b>			
	<input type="checkbox"/> <b>Legal Personal representative (your estate)</b>			

### **Member Declaration**

I, the Member named above, request the Trustee of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- in the event of my death, the Trustee has complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries.

**Signature of Member:**

**Date:**

## TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

### Non-Lapsing Binding Death Benefit Nomination

#### Non-Lapsing Binding Death Benefit Nomination

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules by completing the direction in this Nomination.

#### Important Points about Non-Lapsing Binding Death Benefit Nominations

1. This Memorandum refers to a Non-Lapsing Binding Death Benefit Nomination under paragraph 25.5 of the Governing Rules of the Fund.

2. Paragraph 25.5 of the Governing Rules of the Fund says:

##### **25.5 Non-lapsing death benefit nomination - Death Benefit requested rule:**

If the Trustees are given a written notice by a Member requesting that benefits be paid following the death of that Member to a person or persons or other permitted payees then the Trustees must:

- (a) by written resolution, accept the terms of the Member's notice; or
- (b) give written notice to the Member of a proposed rule in respect of the death benefit specifying the terms thereof in accordance with the Member's request

AND on the date of that resolution referred to in (a) or the date of the written acceptance by the Member of the death benefit rule referred to in (b), the Trustees are bound by those terms unless and until that Member and the Trustees otherwise in writing agree or until a later binding nomination in accordance with the SIS Act is given to the Trustees or a later non-lapsing nomination is given effect under (a) or (b).

3. This Nomination Notice must be fully completed in accordance with the details below:

The beneficiaries named in this Notice must be dependants and/or your Legal Personal Representative (that is, the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will). For the purposes of the Trust Deed, a dependant is:

- a spouse of a Member
- any children of a Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an

interdependency relationship, or had an interdependency relationship immediately before death:

(a) all of the circumstances of the relationship between the persons, including (where relevant):

- (i) the duration of the relationship
- (ii) whether or not a sexual relationship exists
- (iii) the ownership, use and acquisition of property
- (iv) the degree of mutual commitment to a shared life
- (v) the care and support of children
- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

5. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

6. If your estate i.e. your Legal Personal Representative, is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

## Non-Lapsing Binding Death Benefit Nomination (Paragraph 25.5)

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.

2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.

3. It is not compulsory to complete this Nomination.

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

**Member Declaration**

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that this Nomination is a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund.

This Notice revokes any previous notice supplied to the Trustee of the Fund with regard to the nomination of death benefits.

**Signature of Member:**

**Date:**

**Witness Declaration**

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

**Signature of Witness:**  
**Print Name of Witness:**  
**Witness Date of Birth:**

**Date:**

**Signature of Witness:**  
**Print Name of Witness:**  
**Witness Date of Birth:**

**Date:**

## **Product Disclosure Statement**

### **MAILER D AND J SUPERANNUATION FUND**

This Product Disclosure Statement must be attached to all Application Form(s) for Membership by Members or Employers. Any omitted details must be inserted.

**Name of Member:** MAILER, DANIEL ROSS

**Address of Member:**

5 Peachester Crt  
DECEPTION BAY QLD 4508

**Contact Details of Member:**

**Name & Address and Contact Details (ie Telephone, Fax, Email) of Trustee(s):**

MAILER, DANIEL ROSS  
5 Peachester Crt  
DECEPTION BAY QLD 4508

MAILER, JULIE MARIE  
5 Peachester Crt  
DECEPTION BAY QLD 4508

## PRODUCT DISCLOSURE STATEMENT (PDS)

### **Requirement for a PDS**

The requirement to provide a PDS is found in the *Corporations Act 2001* (Cth). Generally, under superannuation law, each Member will be a Trustee or each Member will be a director of a corporate Trustee. The Trustee has the obligation to provide a PDS and the Member is to receive the PDS. There is an exemption in the case of a self managed superannuation fund if the Trustee (or its directors in the case of a corporate Trustee) believes, on reasonable grounds, that you as a prospective Member, for example, joining the Fund have received all of the information that the PDS should contain, or that you have and are known by the Trustee to have access to all that information.

The Trustee can give you the PDS after you join the Fund, if you join when the Fund is first established and in this case it is to be given to you as soon as practicable and in any event within 3 months after you join the Fund.

This PDS provides key information to Members of a newly established self managed superannuation fund and to Members where the Governing Rules (the Governing Rules are the provisions contained in the Trust Deed establishing the Fund and any amendments to it. A copy is available from the Trustees) are amended provided that matters required to be disclosed in the PDS or the information in it has not changed and the amendment has not required a change to the information in this PDS. If the fund has received contributions then this PDS must have attached to it further information concerning the investments of the Fund and its investment strategy. Please see later in this PDS in this regard. A PDS must be provided by the Trustee to you at other times, for example when a pension benefit is paid to you. These are matters on which the Trustees must obtain professional advice. Additional information should be provided and attached to this PDS in that event.

Choosing the right superannuation fund as part of your investment strategy can be a very effective way of achieving your financial goals.

This PDS will help you to understand the main features of this Fund. We recommend that you get professional advice before investing.

### **Need Help?**

If you need help about investing generally, then speak to a licensed financial adviser. If you have questions about this Fund particularly, speak to the Trustees or professional advisers.

### **Superannuation Generally**

Superannuation provides you with income for your retirement. Superannuation funds with more than one Member pool contributions and invest them for the benefit of the Members.

Tax concessions apply to contributions to superannuation funds which comply with rules set out in superannuation law. Tax deductions are available for some contributions. Tax concessions also apply to fund earnings and to benefit payments.

Members can generally speaking withdraw their investment in a superannuation fund (called a "Benefit") when they retire. Benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

### **Information about Benefits**

Your Member's Benefit is the amount of contributions credited to your Member's Account in the records of the Fund from contributions made by you or your employer or other persons on your behalf plus, where applicable, insurance policy proceeds. Contributions are invested so that the value of your Member's Benefit will vary from time to time.



You can generally take your benefits once you reach preservation age and retired. In addition, once you are aged 65 or more, you can take your superannuation even if you have not retired. Your preservation age can be determined by reading this PDS under the heading "Preservation of Benefits".

If you are aged 55 or over, you can reduce your working hours without reducing your income by taking some of your superannuation as a pension. You can then top up your reduced income by drawing on your superannuation. This transition to retirement measure only allows you to access your superannuation benefits as a 'non-commutable' pension, not a lump sum. This means that you generally still cannot take your superannuation as a lump sum cash payment while you are still working and will need to take your superannuation benefits as regular payments.

If you become totally and permanently disabled your Member's Benefit will be paid subject to Superannuation law. Benefits can also be paid if you become temporarily totally disabled and you are insured under an insurance policy and the proceeds of the policy become available. See later in this PDS for more information about Benefits.

### **Preservation of Benefits**

The Federal Government restricts when you can access most of your superannuation. In general, access to your superannuation will depend upon the 'preservation' classification that applies.

### **Preserved and non-preserved benefits**

All contributions made by or on behalf of a Member and all earnings for the period 30 June 1999, are preserved benefits. Employer eligible termination payments (before 1 July 2007) rolled over into the Fund are also preserved benefits.

**Preserved benefits** may be cashed voluntarily only if a condition of release is met and then subject to any cashing restrictions imposed by the superannuation laws. Cashing restrictions tell you what form the benefits need to be taken in.

### **There are 2 other types of benefits:**

**Restricted non-preserved benefits** – these can't be cashed until the Member meets a condition of release. They are generally subject to the same cashing restrictions as preserved benefits.

**Unrestricted non-preserved benefits** - these don't require a condition of release to be met, and may be paid upon demand by the Member. They include, for example, benefits for which a Member has previously satisfied a condition of release and decided to keep the money in the superannuation fund.

### **Preserved Benefits**

All contributions (including those you make) and earnings paid or accruing from 1 July 1999 are preserved. New employer eligible termination payments are also fully preserved. See below - Conditions of release.

Preservation of benefits is complex and the Government may change the rules from time to time and you should speak to the Trustees or obtain professional advice.

Preserved benefits can generally only be paid on taking advantage of a transition to retirement strategy; permanent retirement at or after your preservation age; reaching age 65; satisfying the compassionate grounds tests; meeting the financial hardship requirements; death; suffering total and permanent disability; permanent departure from Australia if you are an eligible temporary resident; satisfying any other condition for release specified in the superannuation law. See later in this PDS.

Your preservation age is worked out from the table below:

<b>Birth Date</b>	<b>Preservation Age</b>
Born before 01/07/1960	55
Born from 01/07/1960 to 30/06/1961	56
Born from 01/07/1961 to 30/06/1962	57

Born from 01/07/1962 to 30/06/1963	58
Born from 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

### Conditions of release

These are the events you need to satisfy to withdraw benefits. The most common conditions of release for paying out benefits are:

**Retirement:** Actual retirement depends on your age and, for those less than 60 years of age, their future employment intentions. A retired Member can't access their preserved benefits before they reach their preservation age.

**Transition to retirement:** (attaining preservation age). Members who are under the age of 65 and have reached preservation age, but remain gainfully employed on a full-time or part-time basis, may access their benefits as a non-commutable income stream.

**Attaining age 65:** When you reach age 65 you may cash your benefits at any time. There are no cashing restrictions. (It's not compulsory to cash benefits simply because you have reached a certain age).

There are other circumstances when benefits can be released to you. For example, the Trustees may pay you or your dependants a benefit if you meet a condition of release in the event of compassionate grounds, severe financial hardship, temporary incapacity, permanent incapacity or death. Some of these permit early access to benefits before reaching preservation age. There are specific rules for each of these and some have restrictions on the way the benefits can be cashed.

**Compassionate grounds:** You can apply to the Australian Prudential Regulation Authority (APRA) for a release under compassionate grounds. There is more information on the APRA website, look for the document "Superannuation – Release of Benefits – Early release of Superannuation Benefits – Information for Applicants".

You may be granted a release on compassionate grounds to pay for medical treatment or medical transport for you or a dependant of yours, to make a payment on a loan to prevent you from losing your house, to modify your home or vehicle to accommodate the special needs of yourself or a dependant as a result of a severe disability or to pay for expenses associated with a death, funeral or burial.

The amount the Trustee can pay is limited to what is reasonably required or, in the case of the payment of a loan in relation to your house, an amount equal to or less than three months' repayments or twelve months' interest on the outstanding balance. Application must be made to APRA.

**Severe financial hardship:** To be eligible for this condition of release, you must have received Commonwealth income-support payments continuously for 26 weeks and be unable to meet reasonable and immediate family living expenses.

Only one lump-sum payment can be made in any 12 month period. The minimum amount that can be paid is \$1,000 (unless your superannuation interest is less than this amount) and the maximum amount is \$10,000.

You will need to approach your superannuation fund for further information about your eligibility for this condition of release.

**Temporary incapacity:** You may be eligible to receive a benefit if you have temporarily ceased to be gainfully employed due to physical or mental ill-health, but are not permanently incapacitated.

You do not need to have fully ceased working, but you will generally not be eligible if you are receiving sick leave benefits.

The benefit must be paid as a non-commutable income stream – that is, as regular payments.

You will need to approach your superannuation fund for further information about you eligibility for the condition of release.

**Permanent incapacity:** You may be eligible to receive all your benefits if you are permanently incapacitated. Permanent incapacity means that you are unlikely, because of ill-health (whether physical or mental) to ever engage in gainful employment of the type for which you are reasonably qualified by education, training or experience. At least two medical practitioners will need to certify this. You will need to approach your superannuation fund for further information about your eligibility for this condition of release.

**Death:** The Trustees may pay your Member's benefit on your death. Your legal personal representative should contact the Trustees in that event.

**Rollovers and transfers:** Generally, rollovers or transfers to superannuation funds don't require a condition of release to be satisfied. However, money rolled over from an employer into a superannuation fund (before 1 July 2007) is preserved and can generally be cashed once the Member reaches preservation age and meets a condition of release.

#### **Nominations - Death Benefits**

You may elect that the Trustees exercise their discretion to decide who is to be paid your death benefit. If you do not give the Trustees any direction at all then the Trustees will decide this. However you can give the Trustees an Indicative Non-Binding Nomination (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination"), or you can give a Binding Death Benefit Nomination to the Trustees (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a Non-Lapsing Binding Nomination under the Governing Rules (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination"). These are available from the Trustees.

If you want to leave money to someone who is not your dependant, for example, your brother or sister, you must nominate your legal personal representative (i.e. your executor being the person appointed by you in your will, or administrator i.e. the person appointed by the Court to administer your estate if you do not have an executor) in your binding nomination and your brother or sister in your will.

Your dependant is your husband or wife or de facto husband or wife, your child including step child and adult child and any other person (whether related to you or not) with whom you have an interdependency relationship. Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
  - (i) the duration of the relationship
  - (ii) whether or not a sexual relationship exists
  - (iii) the ownership, use and acquisition of property
  - (iv) the degree of mutual commitment to a shared life
  - (v) the care and support of children
  - (vi) the reputation and public aspects of the relationship
  - (vii) the degree of emotional support
  - (viii) the extent to which the relationship is one of mere convenience, and
  - (ix) any evidence suggesting that the parties intend the relationship to be permanent.

- (b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

The provisions of the *Superannuation (Industry) Supervision Act 1993* (SIS Act) and regulations regarding Binding Death Benefit Nominations do not apply to self-managed superannuation funds. However, you may still make a Binding Death Benefit Nomination under the Governing Rules of the Fund, in the same way a Binding Death Benefit Nomination would be made under the SIS Act. If you want the Trustees to pay your benefit on your death to the people you chose by making a Binding Death Benefit Nomination you must:

- (a) complete a binding nomination form telling the Trustees who you want them to pay a benefit to and in what proportions; and
- (b) renew your binding nomination every three years.

If you have a valid binding or non-lapsing binding death benefit nomination at the time of your death the Trustees will follow it even if your circumstances have changed. You should therefore review as your circumstances change or those of the nominated beneficiaries.

If you do not make a binding nomination or if a nomination is invalid or if you make an Indicative Non-Binding Nomination, the Trustees will choose who to pay your benefit to. In this event the Trustees will take your wishes into account, however they will not be bound by them. The Trustees will consider the circumstances of all of your dependants in choosing to whom to pay the benefit and in what proportions.

When your Member's Benefit becomes payable it will be paid as a lump sum benefit or as a pension. See later in this PDS. You should discuss these matters with your professional adviser before receiving your benefit.

## **PENSIONS**

Federal Government "Simplified Superannuation" reforms altered the number and type of pensions that could be paid by superannuation funds. The Trustees must give Members a separate PDS for their pension before it commences. You should seek professional advice before asking the Trustees to commence paying you a pension.

### **Pensions that commenced before 1 July 2007**

Pensions that commenced before 1 July 2007, the Trustees may continue to pay them under the pension payment standards that operated before that date unless the pension is an allocated pension.

### **Pensions that commenced between 1 July and 19 September 2007**

Pensions that commenced between 1 July 2007 and 19 September 2007 may continue to be paid under the previous standards or the new standards.

### **Pensions that commenced after 19 September 2007**

All pensions commencing after 19 September 2007 must meet the minimum pension standards that were introduced with the Simplified Superannuation reforms and these require that the pensions must satisfy all of the following requirements:

1. The pension must be account-based, except in limited circumstances.
2. A minimum amount must be paid at least annually. See later in this PDS.
3. The capital supporting the pension cannot be increased using contributions or rollover amounts once the pension has started.
4. The pension can be transferred only if a Member dies, to one of their dependants.
5. Neither the capital value of the pension nor the income from it as security can be used for borrowing.
6. Before commuting a pension, a minimum amount must be paid in certain circumstances.

There are no maximum draw down limits for these new pensions (that commenced after 19 September 2007) except for transition to retirement pensions.

See below for further details about these requirements.

### Account-based pension

An account-based pension refers to a pension where an account balance is attributable to the Member. That is, the amount supporting the pension is allocated to a separate account for each Member. All newly commenced pensions paid by your fund (post 1 July 2007) will be account-based.

### Minimum annual payments for superannuation pensions

Once you start a pension (on or after 1 July 2007), a minimum amount is required to be paid each year. There is no maximum amount other than the balance of your superannuation account. The minimum payment amounts were halved for certain pensions for the 2008-09 and 2009-10 years. The following table shows the minimum percentage factor for each age group. The percentage refers to a percentage of your account balance. (See below).

Age	Minimum % withdrawal (Except FYE June 2010-11 and 2011-12 where the % below is reduced by 50% and 25% respectively)
Under 65	4%
65-74	5%
75-79	6%
80-84	7%
85-89	9%
90-94	11%
95 or more	14%

### Account balance means:

- the pension account balance on 1 July in the financial year in which the payment is made, or
- if the pension commences during the financial year - the balance on the commencement day, or
- if the amount of the pension account balance is less than the withdrawal benefit that the Member would be entitled to if the pension was to be fully commuted – the amount of the withdrawal benefit.

Where the pension commences after 1 July, the minimum payment amount for the first year is calculated proportionately to the number of days remaining in the financial year, starting from the commencement day.

That is, you multiply the minimum payment amount by the remaining number of days in the financial year divided by 365 (or 366 in a leap year).

Minimum payment amount = minimum payment amount x remaining number of days /365 (or 366).

If the pension commences on or after 1 June, no minimum payment is required to be made for that financial year.

### **Certain payments cannot be used to boost a Member's pension**

Once a pension has begun to be paid to the Member no further amounts can be added to the capital from which the pension is being paid. This means that the Member's pension account cannot be increased by contributions or rollover amounts however a new pension may be commenced from another part of your Member's account.

### **Transfer of pension**

If a Member dies the pension can only be transferred or paid to another person who is a dependant of the Member, which includes:

- a surviving spouse or de facto spouse
- a child of the deceased who is under 18 years of age
- a child of the deceased aged between 18 years and 25 years of age, who was financially dependent on the deceased
- a child of the deceased aged 18 years of age or over, who has a permanent disability
- any person who relied on the deceased for financial maintenance at the time of their death, or
- any person who lived with the deceased in a close personal relationship where one or both of them provided financial and domestic support and personal care.

### **Capital value of pension cannot be used as security for borrowings**

When applying for loans, Members cannot use the capital value of the pension or the income from it as security for a borrowing.

### **Minimum payment prior to commutation**

If a pension that commenced after 19 September 2007 is to be commuted, at least a minimum amount must be paid from the pension beforehand. The minimum payment(s) must occur in the financial year in which the commutation is to take place. The amount paid must be at least the pro rata of the minimum annual payment amount.

For pensions that commence in the same financial year in which they are commuted, the pro-rata minimum payment amount is calculated based on the number of days from the start date of the pension to the day it is commuted.

Pro-rata minimum payment amount = minimum annual payment amount x days from start of pension to day pension commuted / 365 (or 366)

The requirement to make a minimum payment prior to commutation does not apply in circumstances where the commutation arises on the death of a Member or where the purpose of the commutation is to:

- Pay a superannuation contributions surcharge liability;
- Give effect to a payment split under the family law provisions; or
- Give effect to a client's right to return a financial product under the Corporations Act 2001.

'Commutation' generally means withdrawing some or all of your money as a lump sum. Some retirement pensions do not allow the withdrawal of a lump sum. These are non-commutable pensions.

### **Transition to retirement pensions**

The transition to retirement measure allows Members who have reached their preservation age, to have access to their superannuation benefits without having to retire or leave their job. This allows Members access to their superannuation by drawing down transition to retirement pensions.

Pensions which commenced before 1 July 2007 and that complied with the transition to retirement rules at the time satisfy the new requirements and may continue to be paid under the former rules.

All pensions commencing on or after 1 July 2007 to be paid by the Fund must meet these requirements:

- It must be an account-based pension. This means an account balance must be attributable to the recipient of the pension.

- The payment of a minimum amount to be made at least annually – in the financial year ended 30 June 2009 and 30 June 2010 this is 2% of the account balance where the Member is under age 65. (See infra)
- The total payments made in a financial year must be no more than 10% of the account balance (at the start of each year). This is the maximum amount of pension benefits that can be drawn down each year.
- Restrictions on the commutation of the pension (except in limited circumstances).
- There is no provision made for an amount or percentage to be left over when the pension ceases.
- The pension can be transferred only on the death of the Member to one of their dependants, or cashed as a lump sum to a dependant, non-dependant or the Member's estate.
- The capital value of the pension and the income from it cannot be used as security for borrowing.

#### **Commutation of transition to retirement pensions**

If a transition to retirement pension is commuted, the resulting lump sum benefit cannot be taken in cash unless the Member satisfies a condition of release with a 'nil' cashing restriction (for example, retirement) or the purpose of the commutation is to:

- cash an unrestricted non-preserved benefit
- pay a superannuation contributions surcharge liability
- give effect to a payment split under family law, or
- ensure a payment can be made to give effect to a release authority or transitional release authority.

#### **Retirement after commencing a transition to retirement pension**

If you retire or qualify for another condition of release with a 'nil' cashing restriction (for example if you have a terminal medical condition or a permanent incapacity) after the commencement of a transition to retirement pension, you have the following options:

- Continue to receive the pension
- Commute the pension to purchase another pension
- Commute the pension and take the resulting lump sum benefit in cash
- Commute the pension and roll it back into superannuation

The options available vary depending on the type of pension that was taken and the time since its commencement. Members should seek professional advice about these options.

### **CONTRIBUTIONS**

There are a number of terms explained:

#### **Concessional Contributions**

Concessional contributions are 'before-tax' contributions. Generally, these are employer contributions and personal contributions that you notify your Fund you intend to claim as an income tax deduction. The latter because, for example, you are self employed. You must, for personal contributions, give Notice to the Trustee in the prescribed ATO form and within the prescribed time. Ask your professional adviser for the form and time limits. There are limitations on making and claiming a tax deduction for your own contributions and generally you must not receive more than 10% of your income (including superannuation and other salary sacrificed payments) as an employee from your employer. These contributions are taxed at 15% on receipt by the Trustees.

#### **Concessional contributions cap**

Concessional contributions include:

- employer contributions (including contributions made under a salary sacrifice arrangement)
- personal contributions claimed as a tax deduction by a self-employed person.

Income year	Amount of cap
2011-12	\$25,000
2010-11	\$25,000
2009-10	\$25,000
2008-09	\$50,000
2007-08	\$50,000

### **Transitional arrangement for the concessional contributions cap**

Concessional contributions cap for people 50 years old or over:

An increased concessional contributions cap applies until 30 June 2012 for people 50 years old or over. If you were 50 years old or over, the annual cap for the 2007-08 and 2008-09 financial years was \$100,000. If you are 50 years old or over, the annual cap for the 2009-10, 2010-11 and 2011-12 financial years is \$50,000. If you have more than one fund, all concessional contributions made to all your funds are added together and count towards the cap. This cap is not indexed.

The government has announced changes that, if passed by parliament, will permanently increase the concessional contributions cap to \$50,000 for individuals who have total superannuation balances below \$500,000 and are 50 years old or over.

Your employer can claim a tax deduction on superannuation contributions as long as the contributions are required under an industrial award, determination or notional agreement preserving state awards. Employers can claim a full deduction for contributions to superannuation funds made on behalf of their employees under the age of 75. If you wish to claim a tax deduction for a contribution you will need to notify the Trustees before you lodge your income tax return, or before the end of the following financial year after the contribution was made, whichever is the earlier. Contributions above the concessional cap count towards the non-concessional contributions cap.

### **Non-concessional contributions cap**

Non-concessional contributions include personal contributions for which you do not claim an income tax deduction.

Income year	Amount of cap
2011-12	\$150,000
2010-11	\$150,000
2009-10	\$150,000
2008-09	\$150,000
2007-08	\$150,000



The non-concessional cap for an income year is a multiple of the concessional contributions cap. People under 65 years old may be able to make non-concessional contributions of up to three times their non-concessional contributions cap over a three-year period. This is known as the 'bring-forward' option. The bring-forward cap is three times the non-concessional contributions cap of the first year.

**Are there any exemptions from the non-concessional cap?**

There are two ongoing exemptions to the non-concessional cap. The proceeds from the disposal of eligible small business assets are exempt up to a lifetime limit of (2010-11) \$1.155 million (indexed).

If you make a superannuation contribution that comes from certain personal injury payments, you may be able to exclude all or part of it from your non-concessional contributions cap. To be excluded from the non-concessional contributions cap, the contribution must have been derived from:

A structured settlement payment; an order for a personal injury payment or a workers' compensation payment taken as a lump sum.

The contribution must have been made within 90 days of whichever of the following occurred last:

The day you received the personal injury payment; the day an agreement for settlement was made or the day a court order for the personal injury payment was made. The exclusion only applies to that part of the payment that is compensation or damages for personal injury.

You must give the approved form electing to exclude the amount from your non-concessional contributions before or when you make the contribution. If you submit the form after you have made your contribution, the exclusion will not apply.

Only contributions arising from certain capital gains can be excluded from the non-concessional contributions cap. You can only exclude amounts arising from:

Up to \$500,000 of capital gains that have been disregarded under the small business retirement exemption; The capital proceeds from the disposal of assets that qualify for the small business 15-year exemption; The capital proceeds from the disposal of assets that would qualify for the small business 15-year exemption, but do not because; the asset was a pre CGT asset; there was no capital gain or the 15-year holding period was not met because of the permanent incapacity of the person (or a controlling individual of a company or trust).

The superannuation CGT cap amount applies to all excluded CGT cap contributions from 10 May 2006.

Under the rules for the superannuation CGT cap amount, during your lifetime, you can exclude from your non-concessional contributions cap an amount up to your superannuation CGT cap amount.

Your superannuation CGT cap amount is reduced by the amounts you elect to exclude from the non-concessional contributions cap.

**CGT cap amount**

Under the CGT cap, you can during your lifetime exclude non-concessional superannuation contributions from the non-concessional contributions cap up to the CGT cap amount. The CGT cap applies to all excluded CGT contributions, whether they were made between 10 May 2006 and 30 June 2007 or after 30 June 2007.

Income year	Amount of cap
2011-12	\$1,205,000
2010-11	\$1,155,000
2009-10	\$1.1 million
2008-09	\$1.045 million
2007-08	\$1 million

#### What is included in the non-concessional cap?

The cap applies to all non-concessional contributions made on behalf of an individual. For example, contributions made by one spouse for the benefit of the other spouse will be counted against the receiving spouse's cap. The Government co-contribution is not included in the cap. Contributions above the concessional cap also counts towards the non-concessional contributions cap. Non-concessional contributions are not able to be split with a spouse.

#### Low rate cap amount

The application of the low rate threshold for superannuation lump sum payments is capped. The low rate cap amount is reduced by any amount previously applied to the low rate threshold.

Income year	Amount of cap
2011-12	\$165,000
2010-11	\$160,000
2009-10	\$150,000
2008-09	\$145,000

#### Untaxed plan cap amount

The untaxed plan cap amount limits the concessional tax treatment of benefits that have not been subject to contributions tax in a superannuation fund. The untaxed plan cap amount applies to each superannuation fund from which a person receives superannuation lump sum Member benefits.

Income year	Amount of cap
2011-12	\$1,205,000
2010-11	\$1,155,000
2009-10	\$1.1 million
2008-09	\$1.045 million

**Excess contributions tax**

Excess contributions tax (ECT) is a tax you are liable to pay on contributions made to your superannuation that exceed your concessional or non-concessional contributions cap. The cap amount and the amount of extra tax you are liable for once a cap amount is exceeded, depends on whether the contributions are concessional or non-concessional contributions. ECT is the amount of tax imposed when your contributions exceed a relevant cap.

**Special circumstances**

If you believe that you exceeded a cap due to special circumstances, you can apply to the ATO for a determination that some or all of a contribution be either disregarded or reallocated to another year.

If you exceeded your non-concessional contributions cap because of a single contribution, your superannuation fund may have been required to return the excess amount to you. This means you may not have to pay ECT. You should discuss ECT with the Trustees and your professional advisers.

**ACCEPTANCE OF CONTRIBUTIONS****Mandated Employer Contributions**

Mandated employer contributions are those made by your employer under a law or an industrial agreement for the benefit of a Fund Member and include superannuation guarantee contributions.

The Trustees can accept mandated employer contributions for a Member at any time irrespective of your age or the number of your hours worked.

**For Members under 65 Years of Age**

The Fund can accept any contributions made in respect of a Member under 65. If the Member is under the age of 18 at 30 June, they would need to derive eligible employment income or business income in the income year before income tax deductions for superannuation can be claimed.

**Members Aged 65 but Less than 70**

For a Member in this age group, the Fund can accept personal contributions or employer contributions that are not mandated employer contributions during a financial year provided they can demonstrate that, in that financial year, they were gainfully employed on at least a part-time basis.

Gainful employment means employment or self employment for gain or reward in any business, trade, profession, vocation, calling, occupation or employment. For this reason a person who only receives passive income such as trust distributions or dividend income would also fail to meet the gainful employment test.

In order to meet the work test, Members must have worked at least 40 hours in a period of not more than 30 consecutive days. This amount of paid work only has to be demonstrated once each financial year. For example, a person who has worked 40 hours in a fortnight will be able to make contributions for the rest of the financial year.

**Members aged 70 but less than 75**

If the Member is between 70 and 74 years of age the contributions can only be accepted if they are received on or before the date 28 days after the end of the month in which the Member turns 75.

**Members Aged 75 or over**

The Trustees may only accept mandated employer contributions.

**Eligible Spouse Contributions**

Eligible spouse contributions may be accepted by the Fund at any time if your spouse is under the age of 65. If your spouse is aged 65 but under 70, eligible spouse contributions may be only accepted if your spouse is at least gainfully employed on a part-time basis. If your spouse is 70 or over, the Fund cannot accept eligible spouse contributions. There are no age limits or employment tests for the person making the contributions.

### **Superannuation Contributions Splitting**

When you split your contributions, you transfer or roll over a portion of contributions from your superannuation account, to your spouse's superannuation account.

The 'spouse' of a Member may be either: a person with whom the Member is in a relationship that is registered under certain state or territory laws (this includes marriages and registered same-sex relationships); or a person of the same or of a different sex, who lives with the Member on a genuine domestic basis in a relationship as a couple (known as a de-facto spouse). You can only apply to split contributions if your spouse is either: less than 55 years of age or between the ages of 55 and 65 years and not retired.

The contributions you can apply to split are: any contributions your employer made for you (including salary sacrifice contributions) any personal contributions you made for yourself and advise your superannuation fund that you will claim a tax deduction for. For example, if you are self-employed.

Taxed splittable contributions provide the amount or percentage of taxed splittable contributions you received in the financial year that you want to transfer to your spouse. You can ask your superannuation fund to transfer to your spouse up to 85% of the financial year's taxed splittable contributions. Taxed splittable contributions are concessional contributions made to your superannuation fund and include:

- employer contributions (including salary sacrifice contributions)
- personal contributions you have advised your Fund you will use to claim as a tax deduction (for example, because you are self-employed).

They can also include other amounts such as amounts allocated from your superannuation fund's surplus to meet an employer's liability to make contributions. Contact the Trustees for details of the taxed splittable contributions that were or may be made to your superannuation account.

The amount of concessional contributions you ask to split can't be more than the concessional contributions cap for the financial year.

Since 1 July 2008, other personal contributions cannot be split with your spouse.

### **Superannuation co-contribution**

The superannuation co-contribution is a payment Federal Government to assist eligible individuals to save for their retirement. If you are eligible and make personal superannuation contributions, the government will match your contribution with a superannuation co-contribution up to certain limits. You should speak with your Trustees or your professional advisers for more information about co-contributions.

### **Directed termination payments**

A directed termination payment is a transitional employment termination payment that you direct the payer to make to a complying superannuation plan or to purchase a superannuation annuity.

If you choose a directed termination payment, the payer must comply with the direction and give you the details of how the payment is made up.

When a directed termination payment is made on your behalf, the payment is tax-free. However, the taxable component of the payment will be included in the assessable income of the superannuation fund.

### **Information About Amounts Debited to the Fund and Your Account**

Under the Governing Rules, the Trustees may debit your account with expenses to pay taxes, administrative and other expenses, to pay for insurance policies or premiums for third party annuities and other taxes in accordance with the governing rules, subject to complying with the law. The Trustees can create an equalisation account which is to be used to stabilise the investment earnings of the Fund and to provide for expenses as the Trustees consider appropriate, however this is subject to superannuation law.

## **INVESTMENTS**

The Trustees must determine an investment strategy that will indicate how the Trustees will invest. The strategy must reflect the purpose and circumstances of the Fund and have regard to investing in a way to maximise Member returns bearing in mind the risk in return, diversification, the liquidity and liabilities. An investment strategy is a plan for making holding and realising Fund investments that reflect the Fund's objectives and circumstances.

All investments must be made in accordance with the investment strategy. The Trustees have a defence to an action for loss or damage suffered as a result of the Trustees making an investment where the Trustees can show that the investment was made in accordance with an investment strategy formulated in accordance with superannuation law. Investments must be made and maintained on a strict commercial basis. Income should also reflect a true market rate of return.

Generally the Fund cannot lend or invest all or more than 5% of the Fund's total assets in related parties of the Fund although there are some very limited exceptions, including allowing an exemption for business real property which is subject to a lease between the Fund and a related party of the Fund and limited exemptions for certain investments in related non-g geared Trusts or companies.

### **Auditor**

The Fund like all self managed funds is required to have its financial accounts and statements audited each year by an approved auditor. The approved auditor is also required to assess the Fund's overall compliance with the law. The auditor must also notify the Trustees of any concerns they have about the financial position of the Fund or compliance with the law. If they are not satisfied that the Trustees have taken appropriate action to rectify any issues raised they must inform the ATO.

## **INFORMATION ABOUT RISKS ASSOCIATED WITH THE FUND**

The Fund must invest in accordance with its investment strategy determined by the Trustees.

The value of the Fund's assets may be increased or reduced by changes in asset prices. Accordingly the value of your benefit may be reduced. This could affect the Trustees' capacity to make benefit payments to you.

In some cases if your benefit is a pension then there may be a decrease in benefit or pension amounts payable to you if the value of the assets in the Fund decreases.

In other cases, if you receive a complying pension, the Trustees may bear the risk of the asset being insufficient to make payments to you.

Trustees choose the investments in accordance with their investment strategy. If the Trustees offer more than one strategy you may choose the appropriate strategy but you cannot choose investments the Trustees are not permitted to make within the strategy.

There are risks in choosing to invest in superannuation, superannuation and taxation laws may change. There are also risks in choosing particular investments as all investments are subject to varying risks and generally all change in value.

The significant risks of investing generally include inflation that may exceed the return on your investment. Individual assets can and do fall in value for many reasons such as changes in the internal operations or management of the Fund or company in which the money is invested or in its business environment.

Market risks, market sentiment and economic, technological, political and legal conditions can and do change and this can mean that changes in the value of investment markets can affect the value of the investments in the Fund.

Interest rate risks can arise where there are changes in interest rates which can have a positive or negative impact directly or indirectly on investment value or returns.

There are currency risks if investments are in other countries and if their currencies change in value relatively to the Australian Dollar, the value of the investment can change.

Derivatives can be used to reduce risk, or to gain exposure to other types of investments. Risks associated with these derivatives include the value of the derivative failing to move in line with the underlying asset, potential liquidity of the derivative or the Fund may not be able to meet payment obligations as they arise.

Under the Governing Rules, the Trustees are not liable for any loss or detriment to the Fund unless it is due to the Trustees' dishonesty or wilful or reckless failure to exercise the degree of care and diligence necessary. The Trustees are to be indemnified by the Fund to the maximum extent the law permits.

Changes to superannuation law may affect your ability to access your benefit. Superannuation benefits may be split by agreement or by Court Order with your spouse if you and your spouse permanently separate.

Changes can occur to the taxation of superannuation which may affect the value of your benefit.

If the Trustees borrow in accordance with superannuation law, the Fund may, if the loan is not repaid or terms of the loan not complied with, lose the asset purchased with the borrowed funds or part of its value. See further details about borrowing below.

The Fund must always comply with the definition of a self managed superannuation fund and comply with superannuation law. This amongst other things requires that generally either the Trustees must be identical to the Members or that any corporate Trustee has as its director(s) the identical Member(s). Failure by the Trustees to comply with superannuation and tax law could affect your benefits adversely.

As a Member and Trustee or a director of a corporate Trustee company, you may not understand your obligations possibly resulting in unintended costs or fines and potential loss of the Fund's complying status.

The Trustee or one of them may defraud the Fund and its Members.

If a Trustee dies, investments need to be transferred to the names of the appropriate Trustees. This may result in tax or stamp duty being payable depending on the types of investments being transferred.

### **Borrowing**

The SIS Act prohibits borrowing by superannuation funds except in limited circumstances. Trustees are able to borrow for a maximum of 90 days to meet benefit payments due to Members as long as the borrowing does not exceed 10% of the Fund's total assets.

Under section 67(A) and (B) of the Superannuation Industry (Supervision) Act 1993 (SIS Act) the Trustees are permitted to borrow to invest in limited circumstances. Briefly these require that borrowed money must be applied to the acquisition of an asset that is otherwise permitted to be acquired by the Trustees; the loan must be a limited recourse loan and the lender's security is limited to the assets bought with that loan; the asset must not be an in-house asset or other asset not permitted under superannuation law; the asset must be held on trust for the Fund so that the Fund has a beneficial interest in the asset with the legal title being held by a separate Trustee; the Fund must have a right to acquire the legal title of the asset on payment of one or more instalments.

The Governing Rules of the Fund permit borrowing however the provision must be read in conjunction with other sections of the SIS Act such as the sole-purpose test, investment strategy requirement, related-party acquisition rules, in-house asset rules, prohibition against charging and arms length dealing requirements.

It is recommended that appropriate tax and financial advice, including further information about the risks of gearing, are sought before implementing this type of strategy. See also the ATO website.

### Government Age Pension

If you are on or intend to apply for a Government pension you should obtain financial advice before doing so to determine how your superannuation may affect a government pension.

### TAXATION

You should seek taxation advice from your accountant. Below is some information about tax and superannuation however professional advice should always be sought.

#### Tax on Payments from a Superannuation Fund

Superannuation benefits paid from a taxed fund either as a lump sum or as a pension are tax free for people aged 60 or more. All pensions that meet the simplified minimum standards are taxed the same on payment. This includes pensions that were already commenced by the Fund prior to 1 July 2007. Pension payments for individuals aged under 60 are taxed but are eligible for a 15 % offset with any exempt component being tax free. Once the pension recipient turns age 60, their pension will be tax free.

A person receiving a pension from an untaxed source will become eligible for a 10% tax offset after the age of 60.

If you choose to take your benefits in pension form, then earnings on the assets supporting that pension will be exempt from tax. Earnings on other assets will be subject to tax as assessable income of the Fund at 15%.

See the first table below for tax on superannuation benefits including commutations of pensions. The second table below relates to tax on pension payments.

Component	Tax Treatment
Tax-free*	Tax-free.
Taxable**	Under age 55: Taxed at 20% plus Medicare
	Aged 55-59: First \$160,000 is tax free (year ended 30 June 2011) and the balance taxed at 15% plus Medicare
	Aged 60 and over: Tax-free

Component	Tax Treatment
Tax-free*	Tax-free.
Taxable**	Under age 55: Taxable at marginal tax Rate plus Medicare
	Aged 55-59: Taxable at marginal tax Rate plus Medicare less 15% pension offset
	Aged 60 and over: Tax-free

\* Includes after-tax contributions & co-contributions from 1 July 2007 (plus undeducted contributions pre-July 1983 (fixed at 30 June 2007), post-June 1994 invalidity, CGT exempt & concessional components).

\*\* Includes concessional contributions from 1 July 2007 (plus post-June 1983 (taxed) and excessive components).

### **Tax on death benefits**

Payment rules and the tax consequences depend on whether the death benefit is paid to a dependant or non-dependant. A death benefit dependant for tax purposes is a current or former spouse; • child under age 18 person who was financially dependent on you at the time of your death or • person who you have an 'interdependency relationship' (see under the heading **Nominations - Death Benefits**)

### **Death benefits paid to dependants**

Death benefit payments paid as lump sums are tax-free if paid to a dependant.

If paid as a pension, a death benefit paid is tax-free if either the primary or reversionary beneficiary is aged at least 60. If they're both under age 60 at the time of death, the pension (less any tax-free amount) will be taxed at the reversionary beneficiary's marginal tax rate plus Medicare less 15% pension tax offset until the reversionary beneficiary turns age 60.

An anti-detriment payment may be payable if a death benefit is paid as a lump sum to an eligible dependant. This is basically a refund of contributions.

Tax paid by the deceased Member and in some cases can also be passed to eligible estates. Where applicable, this payment will form part of the death benefit.

Determining the ability to pay and how to fund anti-detriment payments is complex and you should obtain professional advice.

If the death benefit is paid as a pension to a dependant child, the balance must be paid as a (tax-free) lump sum when the child turns 25 (unless permanently disabled).

### **Death benefits paid to non-dependants**

Death benefit payments to non-dependants must be paid as a lump sum benefit. The taxable component of a death benefit paid to a non-dependant will be taxed at 15% plus Medicare.

### **Death benefits paid to your estate**

If the death benefit is paid to your legal personal representative for distribution through your estate, any tax payable will depend on how the death benefit is distributed between the beneficiaries in the estate by the executor.

### **Terminal illness benefits**

No tax is payable on these complying benefits.

### **Expenses**

The Trustee can claim tax deductions in respect of certain expenses incurred by the Fund and this will reduce the tax payable.

### **Franking credits**

Franking credits foreign tax credits can be claimed which will reduce the tax payable by the Fund. If the franking credits exceed the tax payable franking credits will be refunded after the Fund's tax return has been lodged.

### **Spouse contributions**

Tax off sets can be claimed for contributions made by you for your spouse.

### **Tax on Money Transferred**

There is no tax if you transfer money from one superannuation fund to another, unless the amount transferred contains an untaxed component. An untaxed component attracts the 15% tax on contributions and may also be subject to the superannuation tax surcharge.



### **Tax on Investment Earnings of the Fund**

Investment earnings by the Fund are taxed at a maximum rate of 15%, with capital gains taxed normally at 10% in the accumulation phase and if the asset is held for at least 12 months.

### **Tax File Numbers**

#### **What will happen if I don't give my TFN to the Trustees?**

If the Trustees do not have your TFN:

- The Trustees will have to pay additional income tax (called "TFN contributions tax") on some types of contributions
- The Trustees may not be able to accept some types of contributions, and
- You may miss out on superannuation co-contributions.

#### **Additional income tax**

Members do not have to provide their TFN, however, if they don't, the Fund must pay additional income tax on those contributions that form part of the Fund's assessable income.

The contributions that are taxed in this way include contributions made by an employer on behalf of a Member, including salary sacrifice contributions and any part of a transfer from a foreign superannuation fund that is assessable income of the Fund.

If you do not quote your TFN by 30 June and your Member's account was opened before 1 July 2007 then the assessable contributions will be taxed an extra 31.5% when those contributions reach or exceed \$1,000 in an income year (the extra tax is on all assessable contributions made in that income year, including the first \$1,000) and on or after 1 July 2007 all the assessable contributions made during the income year will be taxed an extra 31.5%.

### **INFORMATION ABOUT LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATION**

The Trustees will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustees select, retain or realise an investment. Unless you are notified otherwise the Trustees do not take any such considerations into account however the Trustees may incorporate those things into their investment strategy.

### **ADDITIONAL INFORMATION-CONTACT DETAILS**

If you require further information concerning the Fund or the Governing Rules or your rights as a Member or the Fund's performance you may contact the Trustees. The issuer of the financial product is the Fund by its Trustees. The contact details of the Trustees will be either you (if there are individuals as Trustees) or the Company of which you are a director, if there is a corporate trustee. The contact details of the Fund are therefore known to you and are not set out in this PDS.

### **COMPLAINTS**

If you have a complaint you should notify the Trustees in writing of it. Redress is via the Courts if the issue cannot be resolved.

### **COOLING OFF PERIOD**

If you become entitled to a pension then a new PDS to be given to you at that time by the Trustees will set out any cooling off rights that may apply (a 14 day cooling off period usually applies in that event). There is no cooling off period for new Members joining the Fund.

### **COSTS, COMMISSIONS, EXPENSES OF THE FUND**

The Trustees do not charge for their services however they may pay all appropriate expenses and outgoings from the Fund. These are usually debited to your Member account in the Fund on a pro-rata basis unless there are different investment strategies for each Member, in which case those expenses and outgoings would normally be debited to the appropriate Member's account.

## **INVESTMENTS**

The Trustees must formulate an investment strategy and that strategy including the investments should be provided to you. If the Fund has been operating and you are a new Member then these should be provided to you with this PDS when you join the Fund.

### **Changes to superannuation Federal Budget 2011-12 and the Federal Government's response to Australia's future tax system review and Stronger Super package of proposed changes.**

As at 1 June 2011 the proposed changes were not law as they had not been passed by parliament or received Royal Assent.

For more information about the superannuation reforms, refer to the ATO website new legislation page and/or the Government's Stronger Super website.

### **Refund of excess concessional contributions**

From 1 July 2011, individuals who breach the concessional contributions cap by \$10,000 or less can request that the excess contributions be withdrawn from their superannuation fund and refunded to them. Those excess concessional contributions will be taxed at the individual's marginal tax rate.

This measure, if passed by parliament, will only apply for first-time breaches of the concessional cap and apply for contributions made in the 2011-12 financial year onwards.

A higher concessional superannuation contributions cap is to apply for eligible individuals who are 50 years old or over with total superannuation balances of less than \$500,000 to \$25,000 above the general concessional cap (currently \$25,000). This is proposed to apply from 1 July 2012, with the higher concessional cap being \$50,000 for the 2012-13 financial year.

### **A range of possible reforms for self-managed superannuation funds**

The ATO being able to apply administration penalties for non-compliance by self managed superannuation fund Trustees;

Implementing a knowledge and competency requirement for self managed superannuation fund service providers, including the registration of self managed superannuation fund auditors;

Requiring SMSFs to value their assets at net market value, with the ATO publishing valuation guidelines;

The ATO collecting and publishing data on SMSFs; and

Changing the registration and rollover processes of SMSFs and illegal early release penalties to deter the use of SMSFs for illegal activity.

### **Tightened legislative restrictions on self-managed superannuation funds investing in collectables and personal use assets**

In the Stronger Super package of proposed changes and in the 2011-12 Federal Budget, the government announced they would tighten the legislation standards for self-managed superannuation funds investing in collectables and personal use assets. If passed by parliament, this will apply to all new investments from 1 July 2011, and will apply to all holdings of collectables and personal use assets by 1 July 2016.

### **Increase to the self-managed superannuation fund supervisory levy**

For the 2010-11 income year the annual self managed superannuation fund supervisory levy will increase from \$150 to \$180 dollars. Self managed superannuation fund Trustees must pay this levy when they lodge their 2011 self managed superannuation fund annual return.

The amendment to the regulation to change the levy amount has been signed by the Governor-General.

### **Changes to the superannuation guarantee**

The superannuation guarantee rate will gradually increase from 9% to 12% between 1 July 2013 and 1 July 2019 and the superannuation guarantee age limit will be raised from 70 to 75 on 1 July 2013.

**Low-income earner government contribution**

The Federal government will provide a new superannuation contribution tax rebate of up to \$500 annually for low-income earners for the 2012-13 income year. This will apply to concessional contributions (including employer contributions) made by or for individuals with adjusted taxable incomes of up to \$37,000 (this amount is not indexed).

**Minimum pension relief for self-funded retirees**

The superannuation co-contribution income thresholds for 2011-12 and 2012-13 will remain at:

\$31,920 (the lower income threshold)

\$61,920 (the higher income threshold).

**Trustee of self-managed superannuation fund – person under 18 years amendment**

The superannuation legislation is to be amended so that, where a Member of a self-managed superannuation fund is a minor and the Trustee of that self managed superannuation fund is a body corporate, a parent or guardian may be the director of the body corporate in place of the minor.

## Application for Membership

**Name of Fund:** MAILER D AND J SUPERANNUATION FUND

**Member's Name:** MAILER, JULIE MARIE

(Minor's Name if on behalf of minor)

**Address:**

5 Peachester Crt  
DECEPTION BAY QLD 4508

**Date of Birth:** 06/07/1976

**Occupation:**

**Telephone:**

**Fax:**

**Tax File Number:**

**Contributing Employer(s):**

Mailer Property Group Pty Ltd

A.C.N. 104 912 281

5 Peachester Crt  
DECEPTION BAY QLD 4508

I hereby apply to become a Member of the abovementioned Fund.

\* I apply as the parent or guardian of and on behalf of the minor referred to above.

(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Trust Deed governing the Fund.

This application is accompanied by a Product Disclosure Statement.

I nominate and agree to the Trustee named in the Deed acting as Trustee.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

**Signed:**



**Dated:**

27/10/11

## TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

### Binding Death Benefit Nomination

#### Binding Death Benefit Nomination in accordance with the SIS Act 1993

The operation of the Fund, of which you are a Member or are being invited to be a Member, is governed by a document called a Trust Deed. The Trustee of the Fund is bound to act in accordance with the requirements of the Trust Deed in administering the Fund.

Under the Trust Deed, the Trustee has a discretion to decide whether, in the event of your death, to pay the death benefit, which is payable to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) and/or to dependants of yours, and in what proportions.

However, the Trust Deed also enables you to override the Trustee's discretion by you giving a binding direction to the Trustee. This is a direction to the Trustee to pay any death benefit payable either to your estate or to dependants specified by you (or both) and in the proportions that you specify.

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee by completing the direction in this Nomination or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

#### Important Points about Binding Nominations

If you decide to give a binding direction by completing this Nomination, it is important for you to note the following:

1. You can only direct the Trustee to pay the benefit either to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) or to the dependants that you specify on this Nomination (or both).
2. If you wish to give such a direction to the Trustee, you must specify the percentage of your total death benefit which is to be paid to each of the estate or your dependants, or both.
3. You can confirm, amend or revoke this Nomination at any time by giving written notice to the Trustee.
4. The direction that you give automatically ceases to have any effect 3 years after the date on which you sign and date this Nomination. If the direction ceases to have effect, the Trustee will have a discretion to decide who to pay the death benefit to.
5. If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependant (as described below), your direction will be void and of no effect and the Trustee will be required to decide to whom to pay your death benefit.
6. For the purposes of the Trust Deed, a dependant is:
  - a spouse of a Member
  - any children of a Member
  - any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and

(d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

(a) all of the circumstances of the relationship between the persons, including (where relevant):

- (i) the duration of the relationship
- (ii) whether or not a sexual relationship exists
- (iii) the ownership, use and acquisition of property
- (iv) the degree of mutual commitment to a shared life
- (v) the care and support of children
- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

If you have any doubt as to whether a person you wish to nominate to receive any part of your death benefit is a dependant, you should seek advice from the Trustee before completing this Nomination.

7. For this Nomination to be effective, it must be signed and dated by you in the presence of 2 witnesses who are both at least 18 years old and neither of the witnesses can be a person who you have nominated to receive a part of your death benefit.

8. In order for the Binding Nomination to be valid, it must be fully completed.

Please ensure the Nomination, Member Declaration and Witness Declaration are completed.

Please ensure that the beneficiaries named in this Nomination are dependants and/or your Legal Personal Representative.

Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

9. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

10. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

## Binding Death Benefit Nomination

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.

2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.

3. It is not compulsory to complete this Nomination. Details of who a death benefit will be paid to in the situation where there is no valid Nomination can be found in Trustee Information Memorandum to Members – Binding Death Benefit Nomination.

<b>Nomination</b>				
<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	( ) Spouse			
	( ) Child			
	( ) Interdependency relationship			
	( ) Other dependant			
	( ) Legal Personal representative (your estate)			

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	( ) Spouse			
	( ) Child			
	( ) Interdependency relationship			
	( ) Other dependant			
	( ) Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

**Member Declaration**

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- I can amend or revoke this Nomination at any time by providing a new Nomination to the Trustee(s) of the Fund, signed and dated by myself in the presence of two witnesses who are aged 18 years or over;
- Unless amended or revoked earlier, this Nomination is binding on the Trustee for a period of 3 years from the date it is first signed or last confirmed;
- This Nomination revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries;
- If this Nomination is not correctly completed, it may be invalid;
- If I have nominated persons who are not dependants or my Legal Personal Representative (that is, the executor of my will or the administrator granted letters of administration of my estate if I do not leave a



will), the direction contained in the Nomination will be void and of no effect and the Trustee will have a discretion as to whom the benefit is payable and in what proportion.

I acknowledge that I have been provided with information by the Trustee of the Fund that enables me to understand my rights to direct the Trustee to pay my Death Benefit in accordance with this Nomination.

**Signature of Member:**

**Date:**

**Witness Declaration**

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

**Signature of Witness:**

**Date:**

**Print Name of Witness:**

**Witness Date of Birth:**

**Signature of Witness:**

**Date:**

**Print Name of Witness:**

**Witness Date of Birth:**

## **TRUSTEE INFORMATION MEMORANDUM TO MEMBERS**

### **Indicative Non-Binding Death Benefit Nomination**

#### **Indicative Non-Binding Death Benefit Nomination**

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death by completing the direction in this Nomination, or you can give a binding direction to the Trustee (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

#### **Important Points about Indicative Non-Binding Nominations**

1. This Nomination Notice is not binding. The Trustees will take it into account in the event that a benefit is paid from the Fund on your death. However the Trustees have complete discretion as to which of your dependants and/or Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) may receive the benefit and in what proportion. If there are no dependants or Legal Personal Representative, the benefit may be payable to a person(s) or your estate as determined by the Trustees.

2. The beneficiaries named in this Notice must be dependants and/or your Legal Representative.

3. For the purposes of the Trust Deed, a dependant is:

- a spouse of the Member
- any children of the Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
  - (i) the duration of the relationship
  - (ii) whether or not a sexual relationship exists
  - (iii) the ownership, use and acquisition of property
  - (iv) the degree of mutual commitment to a shared life
  - (v) the care and support of children

- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

5. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

## Indicative Non-Binding Death Benefit Nomination

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

### Nomination

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			

**Legal Personal  
representative (your  
estate)**

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> <b>Spouse</b>			
	<input type="checkbox"/> <b>Child</b>			
	<input type="checkbox"/> <b>Interdependency relationship</b>			
	<input type="checkbox"/> <b>Other dependant</b>			
	<input type="checkbox"/> <b>Legal Personal representative (your estate)</b>			

<b>Name</b>	<b>Relationship</b>	<b>DOB</b>	<b>Gender</b>	<b>Proportion of Death Benefit</b>
	<input type="checkbox"/> <b>Spouse</b>			
	<input type="checkbox"/> <b>Child</b>			
	<input type="checkbox"/> <b>Interdependency relationship</b>			
	<input type="checkbox"/> <b>Other dependant</b>			
	<input type="checkbox"/> <b>Legal Personal representative (your estate)</b>			

### **Member Declaration**

I, the Member named above, request the Trustee of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- in the event of my death, the Trustee has complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries.

**Signature of Member:**

**Date:**

## TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

### Non-Lapsing Binding Death Benefit Nomination

#### Non-Lapsing Binding Death Benefit Nomination

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules by completing the direction in this Nomination.

#### Important Points about Non-Lapsing Binding Death Benefit Nominations

1. This Memorandum refers to a Non-Lapsing Binding Death Benefit Nomination under paragraph 25.5 of the Governing Rules of the Fund.

2. Paragraph 25.5 of the Governing Rules of the Fund says:

**25.5 Non-lapsing death benefit nomination - Death Benefit requested rule:**

If the Trustees are given a written notice by a Member requesting that benefits be paid following the death of that Member to a person or persons or other permitted payees then the Trustees must:

- (a) by written resolution, accept the terms of the Member's notice; or
- (b) give written notice to the Member of a proposed rule in respect of the death benefit specifying the terms thereof in accordance with the Member's request

AND on the date of that resolution referred to in (a) or the date of the written acceptance by the Member of the death benefit rule referred to in (b), the Trustees are bound by those terms unless and until that Member and the Trustees otherwise in writing agree or until a later binding nomination in accordance with the SIS Act is given to the Trustees or a later non-lapsing nomination is given effect under (a) or (b).

3. This Nomination Notice must be fully completed in accordance with the details below:

The beneficiaries named in this Notice must be dependants and/or your Legal Personal Representative (that is, the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will). For the purposes of the Trust Deed, a dependant is:

- a spouse of a Member
- any children of a Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an

interdependency relationship, or had an interdependency relationship immediately before death:

(a) all of the circumstances of the relationship between the persons, including (where relevant):

- (i) the duration of the relationship
- (ii) whether or not a sexual relationship exists
- (iii) the ownership, use and acquisition of property
- (iv) the degree of mutual commitment to a shared life
- (v) the care and support of children
- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

5. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

6. If your estate i.e. your Legal Personal Representative, is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

## Non-Lapsing Binding Death Benefit Nomination (Paragraph 25.5)

**Name of Fund:**

**Member's Name:**

(Minor's Name if on behalf of minor)

**Address:**

**Date of Birth:**

**Occupation:**

**Telephone:**

**Fax:**

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.

2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.

3. It is not compulsory to complete this Nomination.

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			



Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

**Member Declaration**

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that this Nomination is a non-lapsing binding nomination under paragraph 25.5 of the Governing Rules of the Fund.

This Notice revokes any previous notice supplied to the Trustee of the Fund with regard to the nomination of death benefits.

**Signature of Member:**

**Date:**

**Witness Declaration**

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

**Signature of Witness:**  
**Print Name of Witness:**  
**Witness Date of Birth:**

**Date:**

**Signature of Witness:**  
**Print Name of Witness:**  
**Witness Date of Birth:**

**Date:**

## **Product Disclosure Statement**

### **MAILER D AND J SUPERANNUATION FUND**

This Product Disclosure Statement must be attached to all Application Form(s) for Membership by Members or Employers. Any omitted details must be inserted.

**Name of Member:** MAILER, JULIE MARIE

**Address of Member:**

5 Peachester Crt  
DECEPTION BAY QLD 4508

**Contact Details of Member:**

**Name & Address and Contact Details (ie Telephone, Fax, Email) of Trustee(s):**

MAILER, DANIEL ROSS  
5 Peachester Crt  
DECEPTION BAY QLD 4508

MAILER, JULIE MARIE  
5 Peachester Crt  
DECEPTION BAY QLD 4508

## PRODUCT DISCLOSURE STATEMENT (PDS)

### **Requirement for a PDS**

The requirement to provide a PDS is found in the *Corporations Act 2001* (Cth). Generally, under superannuation law, each Member will be a Trustee or each Member will be a director of a corporate Trustee. The Trustee has the obligation to provide a PDS and the Member is to receive the PDS. There is an exemption in the case of a self managed superannuation fund if the Trustee (or its directors in the case of a corporate Trustee) believes, on reasonable grounds, that you as a prospective Member, for example, joining the Fund have received all of the information that the PDS should contain, or that you have and are known by the Trustee to have access to all that information.

The Trustee can give you the PDS after you join the Fund, if you join when the Fund is first established and in this case it is to be given to you as soon as practicable and in any event within 3 months after you join the Fund.

This PDS provides key information to Members of a newly established self managed superannuation fund and to Members where the Governing Rules (the Governing Rules are the provisions contained in the Trust Deed establishing the Fund and any amendments to it. A copy is available from the Trustees) are amended provided that matters required to be disclosed in the PDS or the information in it has not changed and the amendment has not required a change to the information in this PDS. If the fund has received contributions then this PDS must have attached to it further information concerning the investments of the Fund and its investment strategy. Please see later in this PDS in this regard. A PDS must be provided by the Trustee to you at other times, for example when a pension benefit is paid to you. These are matters on which the Trustees must obtain professional advice. Additional information should be provided and attached to this PDS in that event.

Choosing the right superannuation fund as part of your investment strategy can be a very effective way of achieving your financial goals.

This PDS will help you to understand the main features of this Fund. We recommend that you get professional advice before investing.

### **Need Help?**

If you need help about investing generally, then speak to a licensed financial adviser. If you have questions about this Fund particularly, speak to the Trustees or professional advisers.

### **Superannuation Generally**

Superannuation provides you with income for your retirement. Superannuation funds with more than one Member pool contributions and invest them for the benefit of the Members.

Tax concessions apply to contributions to superannuation funds which comply with rules set out in superannuation law. Tax deductions are available for some contributions. Tax concessions also apply to fund earnings and to benefit payments.

Members can generally speaking withdraw their investment in a superannuation fund (called a "Benefit") when they retire. Benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

### **Information about Benefits**

Your Member's Benefit is the amount of contributions credited to your Member's Account in the records of the Fund from contributions made by you or your employer or other persons on your behalf plus, where applicable, insurance policy proceeds. Contributions are invested so that the value of your Member's Benefit will vary from time to time.

You can generally take your benefits once you reach preservation age and retired. In addition, once you are aged 65 or more, you can take your superannuation even if you have not retired. Your preservation age can be determined by reading this PDS under the heading "Preservation of Benefits".

If you are aged 55 or over, you can reduce your working hours without reducing your income by taking some of your superannuation as a pension. You can then top up your reduced income by drawing on your superannuation. This transition to retirement measure only allows you to access your superannuation benefits as a 'non-commutable' pension, not a lump sum. This means that you generally still cannot take your superannuation as a lump sum cash payment while you are still working and will need to take your superannuation benefits as regular payments.

If you become totally and permanently disabled your Member's Benefit will be paid subject to Superannuation law. Benefits can also be paid if you become temporarily totally disabled and you are insured under an insurance policy and the proceeds of the policy become available. See later in this PDS for more information about Benefits.

### **Preservation of Benefits**

The Federal Government restricts when you can access most of your superannuation. In general, access to your superannuation will depend upon the 'preservation' classification that applies.

### **Preserved and non-preserved benefits**

All contributions made by or on behalf of a Member and all earnings for the period 30 June 1999, are preserved benefits. Employer eligible termination payments (before 1 July 2007) rolled over into the Fund are also preserved benefits.

**Preserved benefits** may be cashed voluntarily only if a condition of release is met and then subject to any cashing restrictions imposed by the superannuation laws. Cashing restrictions tell you what form the benefits need to be taken in.

### **There are 2 other types of benefits:**

**Restricted non-preserved benefits** – these can't be cashed until the Member meets a condition of release. They are generally subject to the same cashing restrictions as preserved benefits.

**Unrestricted non-preserved benefits** - these don't require a condition of release to be met, and may be paid upon demand by the Member. They include, for example, benefits for which a Member has previously satisfied a condition of release and decided to keep the money in the superannuation fund.

### **Preserved Benefits**

All contributions (including those you make) and earnings paid or accruing from 1 July 1999 are preserved. New employer eligible termination payments are also fully preserved. See below - Conditions of release.

Preservation of benefits is complex and the Government may change the rules from time to time and you should speak to the Trustees or obtain professional advice.

Preserved benefits can generally only be paid on taking advantage of a transition to retirement strategy; permanent retirement at or after your preservation age; reaching age 65; satisfying the compassionate grounds tests; meeting the financial hardship requirements; death; suffering total and permanent disability; permanent departure from Australia if you are an eligible temporary resident; satisfying any other condition for release specified in the superannuation law. See later in this PDS.

Your preservation age is worked out from the table below:

<b>Birth Date</b>	<b>Preservation Age</b>
Born before 01/07/1960	55
Born from 01/07/1960 to 30/06/1961	56
Born from 01/07/1961 to 30/06/1962	57

Born from 01/07/1962 to 30/06/1963	58
Born from 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

### Conditions of release

These are the events you need to satisfy to withdraw benefits. The most common conditions of release for paying out benefits are:

**Retirement:** Actual retirement depends on your age and, for those less than 60 years of age, their future employment intentions. A retired Member can't access their preserved benefits before they reach their preservation age.

**Transition to retirement:** (attaining preservation age). Members who are under the age of 65 and have reached preservation age, but remain gainfully employed on a full-time or part-time basis, may access their benefits as a non-commutable income stream.

**Attaining age 65:** When you reach age 65 you may cash your benefits at any time. There are no cashing restrictions. (It's not compulsory to cash benefits simply because you have reached a certain age).

There are other circumstances when benefits can be released to you. For example, the Trustees may pay you or your dependants a benefit if you meet a condition of release in the event of compassionate grounds, severe financial hardship, temporary incapacity, permanent incapacity or death. Some of these permit early access to benefits before reaching preservation age. There are specific rules for each of these and some have restrictions on the way the benefits can be cashed.

**Compassionate grounds:** You can apply to the Australian Prudential Regulation Authority (APRA) for a release under compassionate grounds. There is more information on the APRA website, look for the document "Superannuation – Release of Benefits – Early release of Superannuation Benefits – Information for Applicants".

You may be granted a release on compassionate grounds to pay for medical treatment or medical transport for you or a dependant of yours, to make a payment on a loan to prevent you from losing your house, to modify your home or vehicle to accommodate the special needs of yourself or a dependant as a result of a severe disability or to pay for expenses associated with a death, funeral or burial.

The amount the Trustee can pay is limited to what is reasonably required or, in the case of the payment of a loan in relation to your house, an amount equal to or less than three months' repayments or twelve months' interest on the outstanding balance. Application must be made to APRA.

**Severe financial hardship:** To be eligible for this condition of release, you must have received Commonwealth income-support payments continuously for 26 weeks and be unable to meet reasonable and immediate family living expenses.

Only one lump-sum payment can be made in any 12 month period. The minimum amount that can be paid is \$1,000 (unless your superannuation interest is less than this amount) and the maximum amount is \$10,000.

You will need to approach your superannuation fund for further information about your eligibility for this condition of release.

**Temporary incapacity:** You may be eligible to receive a benefit if you have temporarily ceased to be gainfully employed due to physical or mental ill-health, but are not permanently incapacitated.

You do not need to have fully ceased working, but you will generally not be eligible if you are receiving sick leave benefits.

The benefit must be paid as a non-commutable income stream – that is, as regular payments.

You will need to approach your superannuation fund for further information about you eligibility for the condition of release.

**Permanent incapacity:** You may be eligible to receive all your benefits if you are permanently incapacitated. Permanent incapacity means that you are unlikely, because of ill-health (whether physical or mental) to ever engage in gainful employment of the type for which you are reasonably qualified by education, training or experience. At least two medical practitioners will need to certify this. You will need to approach your superannuation fund for further information about your eligibility for this condition of release.

**Death:** The Trustees may pay your Member's benefit on your death. Your legal personal representative should contact the Trustees in that event.

**Rollovers and transfers:** Generally, rollovers or transfers to superannuation funds don't require a condition of release to be satisfied. However, money rolled over from an employer into a superannuation fund (before 1 July 2007) is preserved and can generally be cashed once the Member reaches preservation age and meets a condition of release.

#### **Nominations - Death Benefits**

You may elect that the Trustees exercise their discretion to decide who is to be paid your death benefit. If you do not give the Trustees any direction at all then the Trustees will decide this. However you can give the Trustees an Indicative Non-Binding Nomination (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination"), or you can give a Binding Death Benefit Nomination to the Trustees (see "Trustee Information Memorandum to Members – Binding Death Benefit Nomination") or you can give a Non-Lapsing Binding Nomination under the Governing Rules (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination"). These are available from the Trustees.

If you want to leave money to someone who is not your dependant, for example, your brother or sister, you must nominate your legal personal representative (i.e. your executor being the person appointed by you in your will, or administrator i.e. the person appointed by the Court to administer your estate if you do not have an executor) in your binding nomination and your brother or sister in your will.

Your dependant is your husband or wife or de facto husband or wife, your child including step child and adult child and any other person (whether related to you or not) with whom you have an interdependency relationship. Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
  - (i) the duration of the relationship
  - (ii) whether or not a sexual relationship exists
  - (iii) the ownership, use and acquisition of property
  - (iv) the degree of mutual commitment to a shared life
  - (v) the care and support of children
  - (vi) the reputation and public aspects of the relationship
  - (vii) the degree of emotional support
  - (viii) the extent to which the relationship is one of mere convenience, and
  - (ix) any evidence suggesting that the parties intend the relationship to be permanent.
- (b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

The provisions of the *Superannuation (Industry) Supervision Act 1993* (SIS Act) and regulations regarding Binding Death Benefit Nominations do not apply to self-managed superannuation funds. However, you may still make a Binding Death Benefit Nomination under the Governing Rules of the Fund, in the same way a Binding Death Benefit Nomination would be made under the SIS Act. If you want the Trustees to pay your benefit on your death to the people you chose by making a Binding Death Benefit Nomination you must:

- (a) complete a binding nomination form telling the Trustees who you want them to pay a benefit to and in what proportions; and
- (b) renew your binding nomination every three years.

If you have a valid binding or non-lapsing binding death benefit nomination at the time of your death the Trustees will follow it even if your circumstances have changed. You should therefore review as your circumstances change or those of the nominated beneficiaries.

If you do not make a binding nomination or if a nomination is invalid or if you make an Indicative Non-Binding Nomination, the Trustees will choose who to pay your benefit to. In this event the Trustees will take your wishes into account, however they will not be bound by them. The Trustees will consider the circumstances of all of your dependants in choosing to whom to pay the benefit and in what proportions.

When your Member's Benefit becomes payable it will be paid as a lump sum benefit or as a pension. See later in this PDS. You should discuss these matters with your professional adviser before receiving your benefit.

## **PENSIONS**

Federal Government "Simplified Superannuation" reforms altered the number and type of pensions that could be paid by superannuation funds. The Trustees must give Members a separate PDS for their pension before it commences. You should seek professional advice before asking the Trustees to commence paying you a pension.

### **Pensions that commenced before 1 July 2007**

Pensions that commenced before 1 July 2007, the Trustees may continue to pay them under the pension payment standards that operated before that date unless the pension is an allocated pension.

### **Pensions that commenced between 1 July and 19 September 2007**

Pensions that commenced between 1 July 2007 and 19 September 2007 may continue to be paid under the previous standards or the new standards.

### **Pensions that commenced after 19 September 2007**

All pensions commencing after 19 September 2007 must meet the minimum pension standards that were introduced with the Simplified Superannuation reforms and these require that the pensions must satisfy all of the following requirements:

1. The pension must be account-based, except in limited circumstances.
2. A minimum amount must be paid at least annually. See later in this PDS.
3. The capital supporting the pension cannot be increased using contributions or rollover amounts once the pension has started.
4. The pension can be transferred only if a Member dies, to one of their dependants.
5. Neither the capital value of the pension nor the income from it as security can be used for borrowing.
6. Before commuting a pension, a minimum amount must be paid in certain circumstances.

There are no maximum draw down limits for these new pensions (that commenced after 19 September 2007) except for transition to retirement pensions.

See below for further details about these requirements.

**Account-based pension**

An account-based pension refers to a pension where an account balance is attributable to the Member. That is, the amount supporting the pension is allocated to a separate account for each Member. All newly commenced pensions paid by your fund (post 1 July 2007) will be account-based.

**Minimum annual payments for superannuation pensions**

Once you start a pension (on or after 1 July 2007), a minimum amount is required to be paid each year. There is no maximum amount other than the balance of your superannuation account. The minimum payment amounts were halved for certain pensions for the 2008-09 and 2009-10 years. The following table shows the minimum percentage factor for each age group. The percentage refers to a percentage of your account balance. (See below).

Age	Minimum % withdrawal (Except FYE June 2010-11 and 2011-12 where the % below is reduced by 50% and 25% respectively)
Under 65	4%
65-74	5%
75-79	6%
80-84	7%
85-89	9%
90-94	11%
95 or more	14%

**Account balance means:**

- the pension account balance on 1 July in the financial year in which the payment is made, or
- if the pension commences during the financial year - the balance on the commencement day, or
- if the amount of the pension account balance is less than the withdrawal benefit that the Member would be entitled to if the pension was to be fully commuted – the amount of the withdrawal benefit.

Where the pension commences after 1 July, the minimum payment amount for the first year is calculated proportionately to the number of days remaining in the financial year, starting from the commencement day.

That is, you multiply the minimum payment amount by the remaining number of days in the financial year divided by 365 (or 366 in a leap year).

Minimum payment amount = minimum payment amount x remaining number of days /365 (or 366).

If the pension commences on or after 1 June, no minimum payment is required to be made for that financial year.



### **Certain payments cannot be used to boost a Member's pension**

Once a pension has begun to be paid to the Member no further amounts can be added to the capital from which the pension is being paid. This means that the Member's pension account cannot be increased by contributions or rollover amounts however a new pension may be commenced from another part of your Member's account.

### **Transfer of pension**

If a Member dies the pension can only be transferred or paid to another person who is a dependant of the Member, which includes:

- a surviving spouse or de facto spouse
- a child of the deceased who is under 18 years of age
- a child of the deceased aged between 18 years and 25 years of age, who was financially dependent on the deceased
- a child of the deceased aged 18 years of age or over, who has a permanent disability
- any person who relied on the deceased for financial maintenance at the time of their death, or
- any person who lived with the deceased in a close personal relationship where one or both of them provided financial and domestic support and personal care.

### **Capital value of pension cannot be used as security for borrowings**

When applying for loans, Members cannot use the capital value of the pension or the income from it as security for a borrowing.

### **Minimum payment prior to commutation**

If a pension that commenced after 19 September 2007 is to be commuted, at least a minimum amount must be paid from the pension beforehand. The minimum payment(s) must occur in the financial year in which the commutation is to take place. The amount paid must be at least the pro rata of the minimum annual payment amount.

For pensions that commence in the same financial year in which they are commuted, the pro-rata minimum payment amount is calculated based on the number of days from the start date of the pension to the day it is commuted.

Pro-rata minimum payment amount = minimum annual payment amount x days from start of pension to day pension commuted / 365 (or 366)

The requirement to make a minimum payment prior to commutation does not apply in circumstances where the commutation arises on the death of a Member or where the purpose of the commutation is to:

- Pay a superannuation contributions surcharge liability;
- Give effect to a payment split under the family law provisions; or
- Give effect to a client's right to return a financial product under the Corporations Act 2001.

'Commutation' generally means withdrawing some or all of your money as a lump sum. Some retirement pensions do not allow the withdrawal of a lump sum. These are non-commutable pensions.

### **Transition to retirement pensions**

The transition to retirement measure allows Members who have reached their preservation age, to have access to their superannuation benefits without having to retire or leave their job. This allows Members access to their superannuation by drawing down transition to retirement pensions.

Pensions which commenced before 1 July 2007 and that complied with the transition to retirement rules at the time satisfy the new requirements and may continue to be paid under the former rules.

All pensions commencing on or after 1 July 2007 to be paid by the Fund must meet these requirements:

- It must be an account-based pension. This means an account balance must be attributable to the recipient of the pension.

- The payment of a minimum amount to be made at least annually – in the financial year ended 30 June 2009 and 30 June 2010 this is 2% of the account balance where the Member is under age 65. (See infra)
- The total payments made in a financial year must be no more than 10% of the account balance (at the start of each year). This is the maximum amount of pension benefits that can be drawn down each year.
- Restrictions on the commutation of the pension (except in limited circumstances).
- There is no provision made for an amount or percentage to be left over when the pension ceases.
- The pension can be transferred only on the death of the Member to one of their dependants, or cashed as a lump sum to a dependant, non-dependant or the Member's estate.
- The capital value of the pension and the income from it cannot be used as security for borrowing.

#### **Commutation of transition to retirement pensions**

If a transition to retirement pension is commuted, the resulting lump sum benefit cannot be taken in cash unless the Member satisfies a condition of release with a 'nil' cashing restriction (for example, retirement) or the purpose of the commutation is to:

- cash an unrestricted non-preserved benefit
- pay a superannuation contributions surcharge liability
- give effect to a payment split under family law, or
- ensure a payment can be made to give effect to a release authority or transitional release authority.

#### **Retirement after commencing a transition to retirement pension**

If you retire or qualify for another condition of release with a 'nil' cashing restriction (for example if you have a terminal medical condition or a permanent incapacity) after the commencement of a transition to retirement pension, you have the following options:

- Continue to receive the pension
- Commute the pension to purchase another pension
- Commute the pension and take the resulting lump sum benefit in cash
- Commute the pension and roll it back into superannuation

The options available vary depending on the type of pension that was taken and the time since its commencement. Members should seek professional advice about these options.

### **CONTRIBUTIONS**

There are a number of terms explained:

#### **Concessional Contributions**

Concessional contributions are 'before-tax' contributions. Generally, these are employer contributions and personal contributions that you notify your Fund you intend to claim as an income tax deduction. The latter because, for example, you are self employed. You must, for personal contributions, give Notice to the Trustee in the prescribed ATO form and within the prescribed time. Ask your professional adviser for the form and time limits. There are limitations on making and claiming a tax deduction for your own contributions and generally you must not receive more than 10% of your income (including superannuation and other salary sacrificed payments) as an employee from your employer. These contributions are taxed at 15% on receipt by the Trustees.

#### **Concessional contributions cap**

Concessional contributions include:

- employer contributions (including contributions made under a salary sacrifice arrangement)
- personal contributions claimed as a tax deduction by a self-employed person.

Income year	Amount of cap
2011-12	\$25,000
2010-11	\$25,000
2009-10	\$25,000
2008-09	\$50,000
2007-08	\$50,000

### Transitional arrangement for the concessional contributions cap

Concessional contributions cap for people 50 years old or over:

An increased concessional contributions cap applies until 30 June 2012 for people 50 years old or over. If you were 50 years old or over, the annual cap for the 2007-08 and 2008-09 financial years was \$100,000. If you are 50 years old or over, the annual cap for the 2009-10, 2010-11 and 2011-12 financial years is \$50,000. If you have more than one fund, all concessional contributions made to all your funds are added together and count towards the cap. This cap is not indexed.

The government has announced changes that, if passed by parliament, will permanently increase the concessional contributions cap to \$50,000 for individuals who have total superannuation balances below \$500,000 and are 50 years old or over.

Your employer can claim a tax deduction on superannuation contributions as long as the contributions are required under an industrial award, determination or notional agreement preserving state awards. Employers can claim a full deduction for contributions to superannuation funds made on behalf of their employees under the age of 75. If you wish to claim a tax deduction for a contribution you will need to notify the Trustees before you lodge your income tax return, or before the end of the following financial year after the contribution was made, whichever is the earlier. Contributions above the concessional cap count towards the non-concessional contributions cap.

### Non-concessional contributions cap

Non-concessional contributions include personal contributions for which you do not claim an income tax deduction.

Income year	Amount of cap
2011-12	\$150,000
2010-11	\$150,000
2009-10	\$150,000
2008-09	\$150,000
2007-08	\$150,000

The non-concessional cap for an income year is a multiple of the concessional contributions cap. People under 65 years old may be able to make non-concessional contributions of up to three times their non-concessional contributions cap over a three-year period. This is known as the 'bring-forward' option. The bring-forward cap is three times the non-concessional contributions cap of the first year.

**Are there any exemptions from the non-concessional cap?**

There are two ongoing exemptions to the non-concessional cap. The proceeds from the disposal of eligible small business assets are exempt up to a lifetime limit of (2010-11) \$1.155 million (indexed).

If you make a superannuation contribution that comes from certain personal injury payments, you may be able to exclude all or part of it from your non-concessional contributions cap. To be excluded from the non-concessional contributions cap, the contribution must have been derived from:

A structured settlement payment; an order for a personal injury payment or a workers' compensation payment taken as a lump sum.

The contribution must have been made within 90 days of whichever of the following occurred last: The day you received the personal injury payment; the day an agreement for settlement was made or the day a court order for the personal injury payment was made. The exclusion only applies to that part of the payment that is compensation or damages for personal injury.

You must give the approved form electing to exclude the amount from your non-concessional contributions before or when you make the contribution. If you submit the form after you have made your contribution, the exclusion will not apply.

Only contributions arising from certain capital gains can be excluded from the non-concessional contributions cap. You can only exclude amounts arising from:

Up to \$500,000 of capital gains that have been disregarded under the small business retirement exemption; The capital proceeds from the disposal of assets that qualify for the small business 15-year exemption; The capital proceeds from the disposal of assets that would qualify for the small business 15-year exemption, but do not because; the asset was a pre CGT asset; there was no capital gain or the 15-year holding period was not met because of the permanent incapacity of the person (or a controlling individual of a company or trust).

The superannuation CGT cap amount applies to all excluded CGT cap contributions from 10 May 2006. Under the rules for the superannuation CGT cap amount, during your lifetime, you can exclude from your non-concessional contributions cap an amount up to your superannuation CGT cap amount.

Your superannuation CGT cap amount is reduced by the amounts you elect to exclude from the non-concessional contributions cap.

**CGT cap amount**

Under the CGT cap, you can during your lifetime exclude non-concessional superannuation contributions from the non-concessional contributions cap up to the CGT cap amount. The CGT cap applies to all excluded CGT contributions, whether they were made between 10 May 2006 and 30 June 2007 or after 30 June 2007.

Income year	Amount of cap
2011-12	\$1,205,000
2010-11	\$1,155,000
2009-10	\$1.1 million
2008-09	\$1.045 million
2007-08	\$1 million

#### **What is included in the non-concessional cap?**

The cap applies to all non-concessional contributions made on behalf of an individual. For example, contributions made by one spouse for the benefit of the other spouse will be counted against the receiving spouse's cap. The Government co-contribution is not included in the cap. Contributions above the concessional cap also counts towards the non-concessional contributions cap. Non-concessional contributions are not able to be split with a spouse.

#### **Low rate cap amount**

The application of the low rate threshold for superannuation lump sum payments is capped. The low rate cap amount is reduced by any amount previously applied to the low rate threshold.

Income year	Amount of cap
2011-12	\$165,000
2010-11	\$160,000
2009-10	\$150,000
2008-09	\$145,000

#### **Untaxed plan cap amount**

The untaxed plan cap amount limits the concessional tax treatment of benefits that have not been subject to contributions tax in a superannuation fund. The untaxed plan cap amount applies to each superannuation fund from which a person receives superannuation lump sum Member benefits.

Income year	Amount of cap
2011-12	\$1,205,000
2010-11	\$1,155,000
2009-10	\$1.1 million
2008-09	\$1.045 million

**Excess contributions tax**

Excess contributions tax (ECT) is a tax you are liable to pay on contributions made to your superannuation that exceed your concessional or non-concessional contributions cap. The cap amount and the amount of extra tax you are liable for once a cap amount is exceeded, depends on whether the contributions are concessional or non-concessional contributions. ECT is the amount of tax imposed when your contributions exceed a relevant cap.

**Special circumstances**

If you believe that you exceeded a cap due to special circumstances, you can apply to the ATO for a determination that some or all of a contribution be either disregarded or reallocated to another year.

If you exceeded your non-concessional contributions cap because of a single contribution, your superannuation fund may have been required to return the excess amount to you. This means you may not have to pay ECT. You should discuss ECT with the Trustees and your professional advisers.

**ACCEPTANCE OF CONTRIBUTIONS****Mandated Employer Contributions**

Mandated employer contributions are those made by your employer under a law or an industrial agreement for the benefit of a Fund Member and include superannuation guarantee contributions.

The Trustees can accept mandated employer contributions for a Member at any time irrespective of your age or the number of your hours worked.

**For Members under 65 Years of Age**

The Fund can accept any contributions made in respect of a Member under 65. If the Member is under the age of 18 at 30 June, they would need to derive eligible employment income or business income in the income year before income tax deductions for superannuation can be claimed.

**Members Aged 65 but Less than 70**

For a Member in this age group, the Fund can accept personal contributions or employer contributions that are not mandated employer contributions during a financial year provided they can demonstrate that, in that financial year, they were gainfully employed on at least a part-time basis.

Gainful employment means employment or self employment for gain or reward in any business, trade, profession, vocation, calling, occupation or employment. For this reason a person who only receives passive income such as trust distributions or dividend income would also fail to meet the gainful employment test.

In order to meet the work test, Members must have worked at least 40 hours in a period of not more than 30 consecutive days. This amount of paid work only has to be demonstrated once each financial year. For example, a person who has worked 40 hours in a fortnight will be able to make contributions for the rest of the financial year.

**Members aged 70 but less than 75**

If the Member is between 70 and 74 years of age the contributions can only be accepted if they are received on or before the date 28 days after the end of the month in which the Member turns 75.

**Members Aged 75 or over**

The Trustees may only accept mandated employer contributions.

**Eligible Spouse Contributions**

Eligible spouse contributions may be accepted by the Fund at any time if your spouse is under the age of 65. If your spouse is aged 65 but under 70, eligible spouse contributions may be only accepted if your spouse is at least gainfully employed on a part-time basis. If your spouse is 70 or over, the Fund cannot accept eligible spouse contributions. There are no age limits or employment tests for the person making the contributions.

### **Superannuation Contributions Splitting**

When you split your contributions, you transfer or roll over a portion of contributions from your superannuation account, to your spouse's superannuation account.

The 'spouse' of a Member may be either: a person with whom the Member is in a relationship that is registered under certain state or territory laws (this includes marriages and registered same-sex relationships); or a person of the same or of a different sex, who lives with the Member on a genuine domestic basis in a relationship as a couple (known as a de-facto spouse). You can only apply to split contributions if your spouse is either: less than 55 years of age or between the ages of 55 and 65 years and not retired.

The contributions you can apply to split are: any contributions your employer made for you (including salary sacrifice contributions) any personal contributions you made for yourself and advise your superannuation fund that you will claim a tax deduction for. For example, if you are self-employed.

Taxed splittable contributions provide the amount or percentage of taxed splittable contributions you received in the financial year that you want to transfer to your spouse. You can ask your superannuation fund to transfer to your spouse up to 85% of the financial year's taxed splittable contributions. Taxed splittable contributions are concessional contributions made to your superannuation fund and include:

- employer contributions (including salary sacrifice contributions)
- personal contributions you have advised your Fund you will use to claim as a tax deduction (for example, because you are self-employed).

They can also include other amounts such as amounts allocated from your superannuation fund's surplus to meet an employer's liability to make contributions. Contact the Trustees for details of the taxed splittable contributions that were or may be made to your superannuation account.

The amount of concessional contributions you ask to split can't be more than the concessional contributions cap for the financial year.

Since 1 July 2008, other personal contributions cannot be split with your spouse.

### **Superannuation co-contribution**

The superannuation co-contribution is a payment Federal Government to assist eligible individuals to save for their retirement. If you are eligible and make personal superannuation contributions, the government will match your contribution with a superannuation co-contribution up to certain limits. You should speak with your Trustees or your professional advisers for more information about co-contributions.

### **Directed termination payments**

A directed termination payment is a transitional employment termination payment that you direct the payer to make to a complying superannuation plan or to purchase a superannuation annuity.

If you choose a directed termination payment, the payer must comply with the direction and give you the details of how the payment is made up.

When a directed termination payment is made on your behalf, the payment is tax-free. However, the taxable component of the payment will be included in the assessable income of the superannuation fund.

### **Information About Amounts Debited to the Fund and Your Account**

Under the Governing Rules, the Trustees may debit your account with expenses to pay taxes, administrative and other expenses, to pay for insurance policies or premiums for third party annuities and other taxes in accordance with the governing rules, subject to complying with the law. The Trustees can create an equalisation account which is to be used to stabilise the investment earnings of the Fund and to provide for expenses as the Trustees consider appropriate, however this is subject to superannuation law.

## **INVESTMENTS**

The Trustees must determine an investment strategy that will indicate how the Trustees will invest. The strategy must reflect the purpose and circumstances of the Fund and have regard to investing in a way to maximise Member returns bearing in mind the risk in return, diversification, the liquidity and liabilities. An investment strategy is a plan for making holding and realising Fund investments that reflect the Fund's objectives and circumstances.

All investments must be made in accordance with the investment strategy. The Trustees have a defence to an action for loss or damage suffered as a result of the Trustees making an investment where the Trustees can show that the investment was made in accordance with an investment strategy formulated in accordance with superannuation law. Investments must be made and maintained on a strict commercial basis. Income should also reflect a true market rate of return.

Generally the Fund cannot lend or invest all or more than 5% of the Fund's total assets in related parties of the Fund although there are some very limited exceptions, including allowing an exemption for business real property which is subject to a lease between the Fund and a related party of the Fund and limited exemptions for certain investments in related non-g geared Trusts or companies.

### **Auditor**

The Fund like all self managed funds is required to have its financial accounts and statements audited each year by an approved auditor. The approved auditor is also required to assess the Fund's overall compliance with the law. The auditor must also notify the Trustees of any concerns they have about the financial position of the Fund or compliance with the law. If they are not satisfied that the Trustees have taken appropriate action to rectify any issues raised they must inform the ATO.

## **INFORMATION ABOUT RISKS ASSOCIATED WITH THE FUND**

The Fund must invest in accordance with its investment strategy determined by the Trustees.

The value of the Fund's assets may be increased or reduced by changes in asset prices. Accordingly the value of your benefit may be reduced. This could affect the Trustees' capacity to make benefit payments to you.

In some cases if your benefit is a pension then there may be a decrease in benefit or pension amounts payable to you if the value of the assets in the Fund decreases.

In other cases, if you receive a complying pension, the Trustees may bear the risk of the asset being insufficient to make payments to you.

Trustees choose the investments in accordance with their investment strategy. If the Trustees offer more than one strategy you may choose the appropriate strategy but you cannot choose investments the Trustees are to make within the strategy.

There are risks in choosing to invest in superannuation, superannuation and taxation laws may change. There are also risks in choosing particular investments as all investments are subject to varying risks and generally all change in value.

The significant risks of investing generally include inflation that may exceed the return on your investment. Individual assets can and do fall in value for many reasons such as changes in the internal operations or management of the Fund or company in which the money is invested or in its business environment.

Market risks, market sentiment and economic, technological, political and legal conditions can and do change and this can mean that changes in the value of investment markets can affect the value of the investments in the Fund.

Interest rate risks can arise where there are changes in interest rates which can have a positive or negative impact directly or indirectly on investment value or returns.



There are currency risks if investments are in other countries and if their currencies change in value relatively to the Australian Dollar, the value of the investment can change.

Derivatives can be used to reduce risk, or to gain exposure to other types of investments. Risks associated with these derivatives include the value of the derivative failing to move in line with the underlying asset, potential liquidity of the derivative or the Fund may not be able to meet payment obligations as they arise.

Under the Governing Rules, the Trustees are not liable for any loss or detriment to the Fund unless it is due to the Trustees' dishonesty or wilful or reckless failure to exercise the degree of care and diligence necessary. The Trustees are to be indemnified by the Fund to the maximum extent the law permits.

Changes to superannuation law may affect your ability to access your benefit. Superannuation benefits may be split by agreement or by Court Order with your spouse if you and your spouse permanently separate.

Changes can occur to the taxation of superannuation which may affect the value of your benefit.

If the Trustees borrow in accordance with superannuation law, the Fund may, if the loan is not repaid or terms of the loan not complied with, lose the asset purchased with the borrowed funds or part of its value. See further details about borrowing below.

The Fund must always comply with the definition of a self managed superannuation fund and comply with superannuation law. This amongst other things requires that generally either the Trustees must be identical to the Members or that any corporate Trustee has as its director(s) the identical Member(s). Failure by the Trustees to comply with superannuation and tax law could affect your benefits adversely.

As a Member and Trustee or a director of a corporate Trustee company, you may not understand your obligations possibly resulting in unintended costs or fines and potential loss of the Fund's complying status.

The Trustee or one of them may defraud the Fund and its Members.

If a Trustee dies, investments need to be transferred to the names of the appropriate Trustees. This may result in tax or stamp duty being payable depending on the types of investments being transferred.

### **Borrowing**

The SIS Act prohibits borrowing by superannuation funds except in limited circumstances. Trustees are able to borrow for a maximum of 90 days to meet benefit payments due to Members as long as the borrowing does not exceed 10% of the Fund's total assets.

Under section 67(A) and (B) of the Superannuation Industry (Supervision) Act 1993 (SIS Act) the Trustees are permitted to borrow to invest in limited circumstances. Briefly these require that borrowed money must be applied to the acquisition of an asset that is otherwise permitted to be acquired by the Trustees; the loan must be a limited recourse loan and the lender's security is limited to the assets bought with that loan; the asset must not be an in-house asset or other asset not permitted under superannuation law; the asset must be held on trust for the Fund so that the Fund has a beneficial interest in the asset with the legal title being held by a separate Trustee; the Fund must have a right to acquire the legal title of the asset on payment of one or more instalments.

The Governing Rules of the Fund permit borrowing however the provision must be read in conjunction with other sections of the SIS Act such as the sole-purpose test, investment strategy requirement, related-party acquisition rules, in-house asset rules, prohibition against charging and arms length dealing requirements.

It is recommended that appropriate tax and financial advice, including further information about the risks of gearing, are sought before implementing this type of strategy. See also the ATO website.

### Government Age Pension

If you are on or intend to apply for a Government pension you should obtain financial advice before doing so to determine how your superannuation may affect a government pension.

### TAXATION

You should seek taxation advice from your accountant. Below is some information about tax and superannuation however professional advice should always be sought.

#### Tax on Payments from a Superannuation Fund

Superannuation benefits paid from a taxed fund either as a lump sum or as a pension are tax free for people aged 60 or more. All pensions that meet the simplified minimum standards are taxed the same on payment. This includes pensions that were already commenced by the Fund prior to 1 July 2007. Pension payments for individuals aged under 60 are taxed but are eligible for a 15 % offset with any exempt component being tax free. Once the pension recipient turns age 60, their pension will be tax free.

A person receiving a pension from an untaxed source will become eligible for a 10% tax offset after the age of 60.

If you choose to take your benefits in pension form, then earnings on the assets supporting that pension will be exempt from tax. Earnings on other assets will be subject to tax as assessable income of the Fund at 15%.

See the first table below for tax on superannuation benefits including commutations of pensions. The second table below relates to tax on pension payments.

Component	Tax Treatment
Tax-free*	Tax-free.
Taxable**	Under age 55: Taxed at 20% plus Medicare
	Aged 55-59: First \$160,000 is tax free (year ended 30 June 2011) and the balance taxed at 15% plus Medicare
	Aged 60 and over: Tax-free

Component	Tax Treatment
Tax-free*	Tax-free.
Taxable**	Under age 55: Taxable at marginal tax Rate plus Medicare
	Aged 55-59: Taxable at marginal tax Rate plus Medicare less 15% pension offset
	Aged 60 and over: Tax-free

\* Includes after-tax contributions & co-contributions from 1 July 2007 (plus undeducted contributions pre-July 1983 (fixed at 30 June 2007), post-June 1994 invalidity, CGT exempt & concessional components).

\*\* Includes concessional contributions from 1 July 2007 (plus post-June 1983 (taxed) and excessive components).

### **Tax on death benefits**

Payment rules and the tax consequences depend on whether the death benefit is paid to a dependant or non-dependant. A death benefit dependant for tax purposes is a current or former spouse; •child under age 18 person who was financially dependent on you at the time of your death or •person who you have an 'interdependency relationship' (see under the heading **Nominations - Death Benefits**)

### **Death benefits paid to dependants**

Death benefit payments paid as lump sums are tax-free if paid to a dependant.

If paid as a pension, a death benefit paid is tax-free if either the primary or reversionary beneficiary is aged at least 60. If they're both under age 60 at the time of death, the pension (less any tax-free amount) will be taxed at the reversionary beneficiary's marginal tax rate plus Medicare less 15% pension tax offset until the reversionary beneficiary turns age 60.

An anti-detriment payment may be payable if a death benefit is paid as a lump sum to an eligible dependant. This is basically a refund of contributions.

Tax paid by the deceased Member and in some cases can also be passed to eligible estates. Where applicable, this payment will form part of the death benefit.

Determining the ability to pay and how to fund anti-detriment payments is complex and you should obtain professional advice.

If the death benefit is paid as a pension to a dependant child, the balance must be paid as a (tax-free) lump sum when the child turns 25 (unless permanently disabled).

### **Death benefits paid to non-dependants**

Death benefit payments to non-dependants must be paid as a lump sum benefit. The taxable component of a death benefit paid to a non-dependant will be taxed at 15% plus Medicare.

### **Death benefits paid to your estate**

If the death benefit is paid to your legal personal representative for distribution through your estate, any tax payable will depend on how the death benefit is distributed between the beneficiaries in the estate by the executor.

### **Terminal illness benefits**

No tax is payable on these complying benefits.

### **Expenses**

The Trustee can claim tax deductions in respect of certain expenses incurred by the Fund and this will reduce the tax payable.

### **Franking credits**

Franking credits foreign tax credits can be claimed which will reduce the tax payable by the Fund. If the franking credits exceed the tax payable franking credits will be refunded after the Fund's tax return has been lodged.

### **Spouse contributions**

Tax offsets can be claimed for contributions made by you for your spouse.

### **Tax on Money Transferred**

There is no tax if you transfer money from one superannuation fund to another, unless the amount transferred contains an untaxed component. An untaxed component attracts the 15% tax on contributions and may also be subject to the superannuation tax surcharge.

**Tax on Investment Earnings of the Fund**

Investment earnings by the Fund are taxed at a maximum rate of 15%, with capital gains taxed normally at 10% in the accumulation phase and if the asset is held for at least 12 months.

**Tax File Numbers****What will happen if I don't give my TFN to the Trustees?**

If the Trustees do not have your TFN:

- The Trustees will have to pay additional income tax (called 'TFN contributions tax') on some types of contributions
- The Trustees may not be able to accept some types of contributions, and
- You may miss out on superannuation co-contributions.

**Additional income tax**

Members do not have to provide their TFN, however, if they don't, the Fund must pay additional income tax on those contributions that form part of the Fund's assessable income.

The contributions that are taxed in this way include contributions made by an employer on behalf of a Member, including salary sacrifice contributions and any part of a transfer from a foreign superannuation fund that is assessable income of the Fund.

If you do not quote your TFN by 30 June and your Member's account was opened before 1 July 2007 then the assessable contributions will be taxed an extra 31.5% when those contributions reach or exceed \$1,000 in an income year (the extra tax is on all assessable contributions made in that income year, including the first \$1,000) and on or after 1 July 2007 all the assessable contributions made during the income year will be taxed an extra 31.5%.

**INFORMATION ABOUT LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATION**

The Trustees will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustees select, retain or realise an investment. Unless you are notified otherwise the Trustees do not take any such considerations into account however the Trustees may incorporate those things into their investment strategy.

**ADDITIONAL INFORMATION-CONTACT DETAILS**

If you require further information concerning the Fund or the Governing Rules or your rights as a Member or the Fund's performance you may contact the Trustees. The issuer of the financial product is the Fund by its Trustees. The contact details of the Trustees will be either you (if there are individuals as Trustees) or the Company of which you are a director, if there is a corporate trustee. The contact details of the Fund are therefore known to you and are not set out in this PDS.

**COMPLAINTS**

If you have a complaint you should notify the Trustees in writing of it. Redress is via the Courts if the issue cannot be resolved.

**COOLING OFF PERIOD**

If you become entitled to a pension then a new PDS to be given to you at that time by the Trustees will set out any cooling off rights that may apply (a 14 day cooling off period usually applies in that event). There is no cooling off period for new Members joining the Fund.

**COSTS, COMMISSIONS, EXPENSES OF THE FUND**

The Trustees do not charge for their services however they may pay all appropriate expenses and outgoings from the Fund. These are usually debited to your Member account in the Fund on a pro-rata basis unless there are different investment strategies for each Member, in which case those expenses and outgoings would normally be debited to the appropriate Member's account.

## INVESTMENTS

The Trustees must formulate an investment strategy and that strategy including the investments should be provided to you. If the Fund has been operating and you are a new Member then these should be provided to you with this PDS when you join the Fund.

### **Changes to superannuation Federal Budget 2011-12 and the Federal Government's response to Australia's future tax system review and Stronger Super package of proposed changes.**

As at 1 June 2011 the proposed changes were not law as they had not been passed by parliament or received Royal Assent.

For more information about the superannuation reforms, refer to the ATO website new legislation page and/or the Government's Stronger Super website.

### **Refund of excess concessional contributions**

From 1 July 2011, individuals who breach the concessional contributions cap by \$10,000 or less can request that the excess contributions be withdrawn from their superannuation fund and refunded to them. Those excess concessional contributions will be taxed at the individual's marginal tax rate.

This measure, if passed by parliament, will only apply for first-time breaches of the concessional cap and apply for contributions made in the 2011-12 financial year onwards.

A higher concessional superannuation contributions cap is to apply for eligible individuals who are 50 years old or over with total superannuation balances of less than \$500,000 to \$25,000 above the general concessional cap (currently \$25,000). This is proposed to apply from 1 July 2012, with the higher concessional cap being \$50,000 for the 2012-13 financial year.

### **A range of possible reforms for self-managed superannuation funds**

The ATO being able to apply administration penalties for non-compliance by self managed superannuation fund Trustees;

Implementing a knowledge and competency requirement for self managed superannuation fund service providers, including the registration of self managed superannuation fund auditors;

Requiring SMSFs to value their assets at net market value, with the ATO publishing valuation guidelines;

The ATO collecting and publishing data on SMSFs; and

Changing the registration and rollover processes of SMSFs and illegal early release penalties to deter the use of SMSFs for illegal activity.

### **Tightened legislative restrictions on self-managed superannuation funds investing in collectables and personal use assets**

In the Stronger Super package of proposed changes and in the 2011-12 Federal Budget, the government announced they would tighten the legislation standards for self-managed superannuation funds investing in collectables and personal use assets. If passed by parliament, this will apply to all new investments from 1 July 2011, and will apply to all holdings of collectables and personal use assets by 1 July 2016.

### **Increase to the self-managed superannuation fund supervisory levy**

For the 2010-11 income year the annual self managed superannuation fund supervisory levy will increase from \$150 to \$180 dollars. Self managed superannuation fund Trustees must pay this levy when they lodge their 2011 self managed superannuation fund annual return.

The amendment to the regulation to change the levy amount has been signed by the Governor-General.

### **Changes to the superannuation guarantee**

The superannuation guarantee rate will gradually increase from 9% to 12% between 1 July 2013 and 1 July 2019 and the superannuation guarantee age limit will be raised from 70 to 75 on 1 July 2013.

**Low-income earner government contribution**

The Federal government will provide a new superannuation contribution tax rebate of up to \$500 annually for low-income earners for the 2012-13 income year. This will apply to concessional contributions (including employer contributions) made by or for individuals with adjusted taxable incomes of up to \$37,000 (this amount is not indexed).

**Minimum pension relief for self-funded retirees**

The superannuation co-contribution income thresholds for 2011-12 and 2012-13 will remain at:  
\$31,920 (the lower income threshold)  
\$61,920 (the higher income threshold).

**Trustee of self-managed superannuation fund – person under 18 years amendment**

The superannuation legislation is to be amended so that, where a Member of a self-managed superannuation fund is a minor and the Trustee of that self managed superannuation fund is a body corporate, a parent or guardian may be the director of the body corporate in place of the minor.

## Consent to Act as Trustee

I, MAILER, DANIEL ROSS

hereby consent to act as Trustee of the superannuation fund known as the

MAILER D AND J SUPERANNUATION FUND


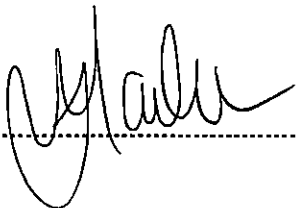
and declare:

1. I am not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. I have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to me.
4. I am not an insolvent under administration.
5. The Regulator has not disqualified me under section 120A of the Superannuation Industry (Supervision) Act.
6. I have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

Dated:

27/10/11

Signed:

## Consent to Act as Trustee

I, MAILER, JULIE MARIE

hereby consent to act as Trustee of the superannuation fund known as the

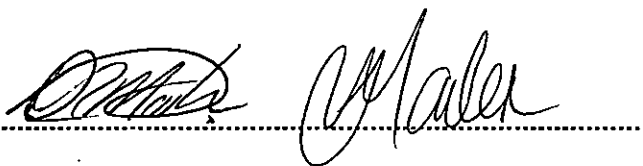
MAILER D AND J SUPERANNUATION FUND

and declare:

1. I am not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. I have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to me.
4. I am not an insolvent under administration.
5. The Regulator has not disqualified me under section 120A of the Superannuation Industry (Supervision) Act.
6. I have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

Dated: 27/10/11

Signed: \_\_\_\_\_





**TRUSTEE/S RESOLUTION**  
**MAILER D AND J SUPERANNUATION FUND**

The persons named below being all of the Trustees or directors of the corporate Trustee of the Fund resolve in relation to the Fund in the following terms:

**RESOLUTION:** A Deed of Amendment of the Trust Deed for the Fund (the "Deed") be considered for the purpose of appointing a new Trustee of the Fund and resigning a current Trustee of the Fund.

**RESOLUTION:** The amendment of the Trust Deed would be for the benefit of the members of the Fund and would enable the Fund to better comply with the current legislative provisions applying to regulated superannuation funds.

**RESOLUTION:** To execute the Deed and do all things required under it.

**SIGNATURE:**



\_\_\_\_\_  
DANIEL ROSS MAILER  
Director  
ISOAR CUSTODIANS PTY LTD ACN 159 279 142

Dated / /



\_\_\_\_\_  
JULIE MARIE MAILER  
Director  
ISOAR CUSTODIANS PTY LTD ACN 159 279 142

Dated 29/06/12

**IMPORTANT NOTE:** Each Trustee must sign this Resolution. As soon as possible thereafter, the Trustee/s must circulate a copy of this Resolution to each Member of the Fund.

## MEMBER/S RESOLUTION

### MAILER D AND J SUPERANNUATION FUND

The persons named below being all of the Members of the Fund resolve in relation to the Fund in the following terms:

**RESOLUTION:** A Deed of Amendment of the Trust Deed for the Fund (the "Deed") be considered for the purpose of appointing a new Trustee of the Fund and resigning a current Trustee of the Fund.

**RESOLUTION:** The amendment of the Trust Deed would be for the benefit of the members of the Fund and would enable the Fund to better comply with the current legislative provisions applying to regulated superannuation funds.

**RESOLUTION:** To execute the Deed and do all things required under it.

**SIGNATURE:**



\_\_\_\_\_  
DANIEL ROSS MAILER

Dated / /



\_\_\_\_\_  
JULIE MARIE MAILER

Dated 29/06/12

**NOTE:** All Members must sign this Resolution.

# NOTICE OF RESIGNATION AS TRUSTEE

MAILER D AND J SUPERANNUATION FUND

To the Member/s:

I/We, the persons named below give notice of resignation as a Trustee of the Fund in accordance with CLAUSE 10.8(a)(iii) of the Trust Deed.

DATED: 29, 6, 12

SIGNATURE:



---

DANIEL ROSS MAILER

# NOTICE OF RESIGNATION AS TRUSTEE

MAILER D AND J SUPERANNUATION FUND

To the Member/s:

I/We, the persons named below give notice of resignation as a Trustee of the Fund in accordance with CLAUSE 10.8(a)(iii) of the Trust Deed.

DATED:

29 106, 2012

SIGNATURE:



JULIE MARIE MAILER

# NOTICE OF APPOINTMENT AS TRUSTEE

## MAILER D AND J SUPERANNUATION FUND

To: ISOAR CUSTODIANS PTY LTD ACN 159 279 142  
5 PEACHESTER COURT  
DECEPTION BAY QLD 4508

Notice is given that you are appointed as the Trustee of the Fund in accordance with CLAUSE 10.9(a) of the Trust Deed as from the date of this notice.

DATED:

29/06/12

SIGNATURE:



---

DANIEL ROSS MAILER  
Member



---

JULIE MARIE MAILER  
Member

# CONSENT TO ACT AS TRUSTEE

## MAILER D AND J SUPERANNUATION FUND

The person or company named in the Particulars specified below ("Trustee") consents to act as the Trustee of the Fund from the date appearing below.

The Trustee accepts the appointment as the Trustee of the Fund and agrees to hold the property of the Fund upon the trusts, powers, discretions and obligations contained and conferred under the Trust Deed.

The Trustee confirms and acknowledges that the Trustee has read the terms and conditions in the Trust Deed and fully understands the duties and obligations of the Trustee under the Trust Deed and the Relevant Law.

The Trustee confirms that it is not disqualified under any provision in the Trust Deed or otherwise from being or becoming the Trustee of the Fund.

### Particulars:

FULL NAME OF TRUSTEE: ISOAR CUSTODIANS PTY LTD ACN 159 279 142

ADDRESS OF TRUSTEE: 5 PEACHESTER COURT  
DECEPTION BAY QLD 4508

### SIGNATURE:



\_\_\_\_\_  
DANIEL ROSS MAILER  
Director  
ISOAR CUSTODIANS PTY LTD ACN 159 279 142

Dated 29,06,12.



\_\_\_\_\_  
JULIE MARIE MAILER  
Director  
ISOAR CUSTODIANS PTY LTD ACN 159 279 142

Dated 29,06,12

**SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

**SELF MANAGED SUPERANNUATION FUND**

**GOVERNING RULES FOR**

**MAILER D AND J SUPERANNUATION FUND**



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## GOVERNING RULES

This Deed is dated the 27 day of October 2011.

### PARTIES

The parties named in the Reference Schedule.

### BACKGROUND

- 1.1 The parties to this Deed wish to establish and maintain an indefinitely continuing superannuation fund for the purposes of the provision of benefits for Member(s) and their dependants in accordance with the Superannuation Industry (Supervision) Act 1993.
- 1.2 The Trustee named in the Reference Schedule is the first Trustee.
- 1.3 The Initial Member(s) named in the Reference Schedule are the first Member(s) of the Fund.
- 1.4 It is intended that the Fund will be administered as a Self Managed Superannuation Fund regulated under the provisions of the Superannuation Industry (Supervision) Act 1993.

### OPERATIVE PROVISIONS

#### Fund Establishment

- 1.5 The parties to this Deed hereby establish a superannuation fund which is to be known by the name referred to in the Reference Schedule ("the Fund").
- 1.6 The Fund commences and comes into operation on the date of this Deed.

#### Interpretation

##### 2.1 Interpretation

In this Deed unless the context otherwise requires words importing gender include any gender and words importing number include the singular number and the plural number. The following words have the meanings unless the contrary intention appears and subject to paragraph 2.3:-

"Act" means the Superannuation Industry (Supervision) Act, 1993, the Tax Act, Veterans' Entitlements Act 1986, Social Security Act 1991, Part VIII B Family Law Act 1975, Corporations Act 2001 and any other legislation (as may be amended from time to time) governing superannuation funds from time to time and any re-enactment thereof and includes regulations from time to time made in accordance with that Act, and the determinations from time to time of the Commissioner.

"Allocated pension" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulation 1.06(9A).

"Associated Employer" means any company, person or firm which the Trustee admits (including, subject to the Superannuation Conditions, by acceptance of a contribution from an employer of a Member) under this Deed to participate as a contributing Employer to the Fund.

"Auditor" means an approved Auditor as defined in Section 10 of the SIS Act.

**"Beneficiary"** means a Member, Dependant or other person entitled to receive a benefit under this Deed or under the SIS Act.

**"Cashing Restrictions"** has the meaning in SIS Regulation 6.01(2).

**"Constitutional Corporation"** has the meaning in Section 10(1) of the SIS Act.

**"Commissioner"** means the Regulator defined in the Act and includes the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, or any other governmental authority responsible for administering or regulating the laws or rules relating to the concessional taxation of Superannuation Funds.

**"Deed"** means this Deed or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

**"Dependant"** has the meaning in the SIS Act.

**"Eligible Person"** means any person in respect of whom the Trustee may accept contributions under the SIS Act or who may otherwise become a Member of the Fund under the SIS Act.

**"Employee"** has the meaning in Section 10 of the SIS Act.

**"Employer"** has the meaning in Section 10 of the SIS Act.

**"Employer-Sponsored Member"** means a Member who is an employee of a contributing employer.

**"Employment"** means gainful employment, part-time employment and full-time employment and includes the services of an independent contractor and all senses of the word employ include the same meaning.

**"Equalisation Account"** means an account kept in accordance with paragraph 26.3.

**"Financial Year"** means the accounting period selected by the Trustee for the Fund. It must not exceed twelve months and may at times be less than twelve months.

**"Gainfully Employed"** has the meaning in the SIS Regulations.

**"Mandated Employer Contributions"** has the meaning in the SIS Act.

**"Member"** means an Eligible Person who has been admitted to the Fund and where the context so requires or permits or the SIS Act or Superannuation Conditions requires, includes a Past Member, a former Member and a Pensioner or their legal personal representative.

**"Member's Benefit"** in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the employer's contribution account (if any), the Member's contribution account and the vested employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustee on the life of that

Member or paid for out of that Member's employer's contribution account (if any), Member's contribution account or vested employer's contribution account (if any) or other Member's account.

**"Minor"** means a person under 18 years of age.

**"Member Financed Benefits"** has the meaning in the SIS Act.

**"Old-Age Pensions"** has the same meaning as in paragraph 51(xxiii) of the Constitution.

**"Part-time"** has the meaning that applies in the circumstances referred to in the SIS Act.

**"Past Member"** means a former Member who still has a right to receive a benefit from the Fund.

**"Payment Split"** has the meaning given by Section 90MD of the Family Law Act 1975.

**"Pension Benefit Account"** means an account that provides a retirement benefit.

**"Pensioner"** means a retired Member, Past Member of the Dependent of a deceased Member, Past Member or Pensioner who is in receipt of or who is entitled to a pension.

**"Personal Representative"** or **"Legal Personal Representative"** means in relation to a Member a person who satisfies the Trustee that such person is entitled to represent the Member and to give valid receipts and discharges on the Member's behalf and in relation to a deceased Member the person who has been granted probate of a will or letters of administration of an estate of that Member.

**"Preservation age"** has the meaning given by the SIS Regulations.

**"Preserved"** means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions.

**"Regulated Superannuation Fund"** has the meaning in the SIS Act.

**"Reserve Account"** means an account referred to in paragraph 19.1(d) or otherwise established to hold reserves under this Deed.

**"Retire"** means to cease to be engaged in the employment in which the Member is for the time being engaged and **"Retirement"** has a corresponding meaning subject to the SIS Regulations and to Regulation 3.01(7)(b).

**"Retirement Age"** **"Retirement Date"** and **"Retiring Age"** mean the sixty-fifth birthday or such other date or age as the Trustee determines, that is consistent with the SIS Act.

**"Reversionary Beneficiary"** means a person who becomes entitled to a Member's Benefit in respect of a superannuation interest of a Member, after the Member dies.

**"Segregated Current Pension Assets"** has the meaning given from time to time by the Tax Act.

"**Self Managed Superannuation Fund**" has the meaning given from time to time by the SIS Act.

"**SIS Act**" means the Superannuation Industry (Supervision) Act 1993 as amended from time to time and regulations from time to time made in accordance with that Act.

"**SIS Regulations**" mean the regulations made under the SIS Act as amended from time to time and includes any applicable modification declaration.

"**Splittable Contribution**" has the meaning in Part 6 of the SIS Regulation.

"**Spouse**" in relation to a person, includes:

- (a) another person legally married to or, although not legally married to, living with the person on a genuine domestic basis as the husband or wife of the person; and
- (b) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of section 22B of the *Acts Interpretation Act 1901* as a kind of relationship prescribed for the purposes of that section; and
- (c) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple; and
- (d) any person who is a spouse for the purposes of the Act.

"**Standard**" means a standard prescribed by the SIS Act.

"**Standard Employer-Sponsor**" has the meaning in the SIS Act.

"**Superannuation Conditions**" subject to clause 2.4 means any provision which may be applicable to the Fund under the Act or other laws or rulings of the Commissioner which must or may be met for the Fund to be treated with the most concessional taxation treatment available or to be treated in any manner which, in the opinion of the Trustee, is concessional and includes conditions which must be met for the Fund to become or remain a self managed superannuation fund.

"**Tax Act**" means Income Tax Assessment Act 1936 or 1997 as may be applicable.

"**Temporary incapacity**" has the meaning in the SIS Regulations.

"**Trustee**" means the Trustees or the Trustee for the time being of the Fund and "Trustees" has the same meaning.

## 2.2 Headings

The headings in this Deed are for convenience and reference only and are not to affect its interpretation.

### 2.3 Meanings

- (a) Any word or expression which is defined in the Act has in this Deed the meaning given to it by the Act. To the extent that a meaning given to a word or expression in this Deed is inconsistent with the meaning given to it by the Act the meaning given by the Act prevails unless the contrary intention appears. Where more than one meaning may be given then the Trustee may determine which of those meanings applies.
- (b) This Deed will be read and construed on the basis that the provisions of the SIS Act are incorporated to the extent that they impose requirements on the Trustee or are required by that Act to be so incorporated, but this Deed will not be so read or construed and no provision will be so incorporated if to do so would constitute a breach of the power granted by this Deed to vary, add to or rescind its provisions. To the extent not prohibited by the SIS Act, the Trustee may however by resolution determine that a provision of the SIS Act does not apply, either generally to the Fund or in respect of any particular application and the Deed must be interpreted accordingly.
- (c) If a provision of this Deed refers to a provision of a statute or regulation then it shall be interpreted as referring to that provision as may be made whether before or after this Deed and as may be amended, enacted or replaced from time to time.

### 2.4 Inconsistencies with the Superannuation Conditions

Where it appears to the Trustee that there is any inconsistency or difference between:-

- (a) any provision of any applicable legislation or other laws and another provision or provisions;
- (b) the rulings of the Commissioner and other rulings of the Commissioner;
- (c) the Acts or laws referred to in (a) and the rulings referred to in (b);
- (d) this Deed,

then subject to the Act, the Trustee may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly.

### 2.5 Proper Law

This Deed is governed and construed and takes effect in accordance with the laws of the State or Territory of residence of the Trustee (however Section 35(b) of the South Australian Trustees Act 1936 does not apply to this Deed). Any person having or claiming any interest under this Deed must submit to the jurisdiction of the Courts of that State or Territory.

### 2.6 Saving Provision

To the extent any provision of this deed would be void or invalid, but for this paragraph ("an invalid provision"):

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in constructing the Deed;



- (b) where it is not possible to apply paragraph (a), the invalid provision is severed from the Deed;
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

**2.7 Trustee must comply with the Law**

The Trustee must not do or fail to do anything as Trustee of the fund that would result in either a breach of law, including the Act or the fund ceasing to qualify as a self managed fund under superannuation law or to qualify for concessional tax treatment under the Tax Act, even if the Trustee is otherwise empowered.

**2.8 Power to comply with Family Law**

The Trustee may do anything that it considers necessary to comply with the SIS Act and Part VIIIIB of the Family Law Act 1975.

**Sole Purpose Test**

**3.1 Core Purposes**

The Trustee must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the SIS Act.

**3.2 Sole Purpose**

Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the sole or primary purpose of the fund is the provision of old-age pensions.

**Constitution of Fund**

**4.1 Trusts**

The assets of the Fund are vested in the Trustee who stands possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set out in this Deed and any amendment.

**4.2 Perpetuities**

The Fund must be terminated if the rule of law known as the rule against perpetuities applies to the Fund, on the expiration of the maximum period allowed under that rule for the duration of the trusts established under this Deed.

**Notice of Election**

**5. Trustee to give notice to become a Regulated Superannuation Fund**

The Trustee must give to the Commissioner within the period provided by the SIS Act a written notice in the approved form and signed in the manner required by the SIS Act electing that the SIS Act is to apply in relation to the Fund.

## **Statutory Covenants**

### **6. Statutory Covenants**

The purpose of this paragraph is explanatory only. The effect of Section 52 of the SIS Act is that the Trustee covenants as follows in accordance with the SIS Act:-

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
- (c) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the beneficiaries;
- (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:-
  - (i) that are held by the Trustee personally; or
  - (ii) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
- (e) not to enter into any contract, or do anything else, that would prevent from, or hinder the Trustee in properly performing or exercising the Trustee's functions and powers; this does not prevent the Trustee from engaging or authorising persons to do acts or things on behalf of the Trustee.
- (f) to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
  - (i) the risk involved in making, holding and realising, and the likely return from the Fund's investments having regard to its objectives and its expected cash flow requirements;
  - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (iii) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
  - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
- (g) if there are any reserves of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (h) to allow a beneficiary access to any information or documents prescribed under the SIS Act.

- (i) to observe such covenants as are prescribed to be included in the governing rules of the Fund prescribed by the Act.

### **Statutory Requirements**

#### **7. Self Managed Superannuation Fund**

Subject to paragraph 3.2 and despite any other provision of this Deed, the Trustee is empowered to do all things necessary to be done by it to ensure that the Fund satisfies the conditions applicable to self managed superannuation funds regulated in accordance with the SIS Act.

### **Alterations to the Deed**

#### **8.1 Methods to alter Deed**

Subject to this clause 8 and the Superannuation Conditions, this Deed may be amended:

- (a) by deed executed by the Trustee and, where the Superannuation Conditions require it, with the consent of the Members; or
- (b) by oral resolution of the Trustee and subject to compliance with the Superannuation Conditions.

#### **8.2 Effective Date**

An amendment under this paragraph takes effect from the date (prospective or retrospective) specified in the resolution or if not specified on the date of such Deed or the date on which the resolution is made.

#### **8.3 Prohibition**

If the Act prohibits it, this Deed must not be amended in such a way that:

- (a) a person other than a Constitutional Corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of old-age pensions; or
- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of old-age pensions unless the Deed or any amending deed provides and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation.

#### **8.4 Notice to be given to Members following alteration**

The Trustee must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

### **Membership**

#### **9.1 Eligibility**

Any Eligible Person may make application in writing to the Trustee in a form approved by the Trustee from time to time to join the Fund, subject to the Act and the Superannuation Conditions.

## **9.2 Trustee may refuse**

The Trustee may accept or refuse any application for membership in the Trustee's absolute discretion and is not required to assign any reason for any refusal.

## **9.3 Trustee to give notice**

- (a) A person who is not already a member becomes a Member, no later than when the Trustee approves their application.
- (b) If required by the Act, on admission to membership of the Fund, the Trustee must give notice to the Member that they have been appointed a Trustee of the Fund or a director of the body corporate Trustee of the Fund and the Trustee must take all steps to effect that appointment, unless the Member is under a legal disability or is otherwise prohibited from acting as Trustee or director of the body corporate Trustee under the SIS Act and subject to the consent of the Member being obtained under sub-clause 10.4.

## **9.4 Member bound by Deed**

A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed.

## **9.5 Cessation of membership**

Subject to the Superannuation Conditions a person ceases to be a Member on the happening of the first of the following:-

- (a) death, however subject to the SIS Act the deceased Member's legal personal representative is deemed to be a Member on that death;
- (b) when the total of all amounts payable under this Deed in respect of the Member's membership has been paid;
- (c) when under this Deed any benefit payable to the Member or any person on the Member's account ceases to be payable; or
- (d) when the Trustee so resolves, subject however to the Superannuation Conditions and the SIS Act.

## **9.6 Minors**

- (a) A minor may be a Member of the fund subject to the Act;
- (b) the minor's parent or guardian must make the application for the minor to become a Member in a form approved by the Trustee;
- (c) decisions in relation to the minor's membership must be made by the minor's parent or guardian until the minor is 18 years or after the minor is 16 years provided that the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- (d) when the minor is 18 years the minor becomes a director of the Trustee of the fund (or a Trustee) provided that the Trustee has done everything necessary to appoint the minor as a director of the Trustee (or as a Trustee).

## **Trustees**

### **10.1 Who can be Trustee**

Subject to clause 3.2, if the Trustee is a Constitutional Corporation, each Member of the Fund must be a Director of that corporation. If the Trustees are individuals, each Member of the Fund must be a Trustee, unless the Member is under a legal disability or otherwise not entitled to become a Trustee or director of the corporate Trustee under the SIS Act.

### **10.2 Number of Trustees**

The number of Trustees must be such number as does not exceed the maximum number and is not less than the minimum number permitted by the SIS Act necessary for the fund to satisfy the provisions applicable to self managed superannuation funds:

- (a) If the Fund has individual Trustees: the number of Trustees must be more than one but less than five; or
- (b) If the Fund has a corporate Trustee, the number is one.

### **10.3 Written consent of Trustee required**

A person is not eligible for appointment as a Trustee, or, if the Trustee is a corporate Trustee, as a director of that corporate Trustee, unless the person has consented in writing to the appointment.

### **10.4 Consent of new Members to Trustee**

A person joining the Fund as a Member consents, as a condition of joining the Fund:

- (a) to the Trustee, at the date of the Member so joining, continuing to act as Trustee; and
- (b) to being appointed as a Trustee of the Fund, or if the Trustee is a body corporate, to being appointed as a director of that body corporate;

unless that Member is under a legal disability or otherwise not entitled to become a Trustee under the SIS Act.

### **10.5 Chairperson**

The Chairperson of any meeting of the Trustee or of the body corporate sole Trustee does not have any second or casting vote.

### **10.6 Meetings of Members**

The Trustee may establish procedures and policies for the regulation of meetings of Members.

### **10.7 Decisions of Trustee**

If required by the Superannuation Conditions, a decision of:

- (a) the individual Trustees of the Fund; or
- (b) the Board of Directors of the Corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or Directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

### 10.8 Vacancy in Office of Trustee

- (a) The office of a Trustee or of a director of a body corporate sole Trustee ipso facto becomes vacant if the Superannuation Conditions require it or upon the Trustee's or director's:
  - (i) death;
  - (ii) mental incapacity;
  - (iii) retirement by written notice to the Members and any other Trustee;
  - (iv) becoming a disqualified person within the meaning of the Act;
  - (v) suspension or removal under the Act;
  - (vi) tenure of the Trustee's position expires; or
  - (vii) in the case of a corporate Trustee, the Trustee's liquidation, administration or winding up; or
  - (viii) if the Trustee's continuance in office would result in the fund no longer satisfying the conditions of the SIS Act applicable to self managed superannuation funds.
- (b) Pending any appointment of a Trustee where a Member has died, the deceased Member's legal personal representative may, with the consent of any other Members, act as Trustee in place of the deceased Member/Trustee (or director of a corporate Trustee) in any period commencing on the Member's death and ending on the date the Member's Benefits become payable.
- (c) Pending any appointment of a Trustee where a Member is under a legal disability the Member's legal personal representative may with the consent of any other Members, act as Trustee in place of that Member/Trustee (or director of a corporate Trustee) in any period when the Member is under a legal disability or the legal personal representative has an enduring power of attorney from that Member and ending on the date the Member's Benefits become payable.
- (d) The parent or guardian of a Member who is under 18 and who does not have a legal personal representative may be appointed as a Trustee.
- (e) Paragraphs (b), (c) and (d) are subject to the SIS Act.

### 10.9 Members to fill vacancy

- (a) Any vacancy in Trustee or board of a corporate Trustee must be filled within 90 days after it occurred where the Superannuation Conditions require it, or such other time as permitted under the Superannuation Conditions. Any vacancy may, subject to the Superannuation Conditions (and if required by the Superannuation Conditions with the consent of the Trustee), be filled by a resolution of a two-thirds majority of Members and may also be effected by Deed signed by or on behalf of the Members and signed by the new Trustee.

- (b) In the event that any vacancy in Trustee or board of a corporate Trustee is not filled within 90 days after it occurred, the Members may fill the vacancy by a resolution made by a two-thirds majority of Members.

**10.10(a) Members may remove Trustee**

Subject to the Superannuation Conditions and if required by them, with the Trustee's consent, the Trustee or, where there is more than one, a Trustee, may be removed by a two-thirds majority of the Members and such removal is effective upon the passing of a resolution to that effect in accordance with this Deed.

- (b) Members may replace Trustee

At the time of making a resolution under paragraph (a) above the Members may (with the written consent of the appointee or appointees) by resolution made and effected in like manner appoint a Trustee or Trustees to replace the person or persons so removed.

**10.11 Self Managed Superannuation Fund- Removal and Appointment of Trustee**

- (a) Any appointment or removal of a Trustee or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to self managed superannuation funds.
- (b) Subject to the SIS Act, in addition to any other method provided in this Deed, a Trustee or Trustees or an additional Trustee(s) may be appointed or a Trustee removed by a Deed giving effect to such appointment or removal, signed by the Members, the Trustee to be appointed and the Trustee at that time or by the duly appointed attorney, agent, Legal Personal Representative, parent or guardian as may be appropriate. If a Trustee's or a director of a corporate Trustee's office is vacated in any manner described in paragraph 10.8(a), the signing by such Trustee or director is not required.
- (c) A Trustee cannot be appointed as Trustee if they are not eligible to act as Trustee of a self managed superannuation fund under the Act.

**Limitation of Liability**

**11.1 (a) Limitation**

Subject to paragraph 11.1(b), no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss or detriment whatsoever incurred by any person in connection with the Fund for any reason.

- (b) Exception

Paragraph 11.1(a) does not apply to the extent that the loss or detriment is due to the Trustee's, director's or officer's dishonesty or wilful or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer was required to exercise.

11.2 (a) Indemnity

The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by the Act, and by law, to be indemnified from the Fund against all liabilities incurred by each of them in connection with the execution, attempted execution, or in respect of non-execution of the Trustee's powers and discretions under this Deed.

(b) Payment and reimbursement

Subject to the Act, the Trustee and its directors and officers may recover from the Fund amounts necessary:-

- (i) to meet the indemnities referred to in paragraph 11.2(a); and
- (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.

For this purpose and to the maximum extent permitted by the Act, the Trustee and its directors and officers have, and may exercise, a lien over the Fund.

**Approval of Members and Employers**

12. (a) Approval of Members/Associated Employers Generally

Subject to the Superannuation Conditions, where under the terms of this Deed, in relation to the exercise by the Trustee of any power or authority or otherwise, the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members or Associated Employer(s) is required, the passing or rejection of that resolution must be determined by a requisite majority of Members/Associate Employers in writing unless all Members or Associated Employers of the Fund at the time of signature have signified their consent in writing otherwise.

(b) Requisite majority

In the provisions of this sub-paragraph the expression "requisite majority" means:-

- (i) in the case where a two-thirds majority is required - two-thirds or more of the responses;
- (ii) in any other case - one-half or more of the responses.

(c) Notification to Members/Associated Employers

The Trustee must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph notify all Members/Associated Employers of the result thereof.

(d) Strict compliance not essential

Any resolution made under this paragraph is not invalidated by reason of any or want of strict compliance with these provisions unless it is shown that there has or may be caused thereby some substantial and irremediable injustice.

(e) Written Resolution

Despite this clause 12 the Members may unanimously resolve to give their approval by signing a document or identical documents to the requisite effect.



## **Trustee not to be Subject to Direction**

### **13.1 Directions**

If the Superannuation Conditions so require, the Trustee, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustee's powers under the Deed, to direction by any other person.

### **13.2 Direction taken to be a request**

If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustee must treat the direction as a request and the Trustee is not bound by such provision or request.

## **Investments**

### **14.1 Investment Strategy**

The Trustee must formulate and give effect to an investment strategy in accordance with the SIS Act. Subject to the SIS Act a Reserve Account may have a separate investment strategy.

### **14.2 Loans**

The Trustee may not lend money to Members unless the Act permits loans to Members.

### **14.3 Acquisition of assets from Members**

The Trustee must not intentionally acquire an asset from:

- (a) a Member of the Fund; or
- (b) a relative of a Member of the Fund.

unless the Superannuation Conditions otherwise permit.

### **14.4 Borrowing**

- (a) The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any such financial accommodation if the Superannuation Conditions permit.
- (b) Without limiting paragraph 14.4(a) and subject to the Superannuation Conditions, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustees think fit, and:
  - (i) Any money raised by the Trustees will form part of the Fund;
  - (ii) Interest payable on such borrowings as referred to in this clause 14.4 is a proper outgoing of the Fund.

#### **Limited Recourse Borrowing**

- (c) Without limiting paragraph 14.4(a) the Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with Section 67A & B of the SIS Act and subject to that section (and without limiting it) the Trustee may:
  - (i) borrow money;

- (ii) maintain an existing borrowing of money;
- (iii) assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
- (iv) enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section; and
- (v) pay the expenses incurred in any such borrowing from the borrowed money;
- (vi) refinance a borrowing;
- (vii) do all such things as may be ancillary or necessary thereto including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

#### **14.5 In-house assets**

The Trustee must take all reasonable steps to ensure that the in-house assets rules applicable to the fund, if any, are complied with and may only invest in in-house assets if permitted by the Act. Subject to those conditions the Trustee may continue to hold any existing in-house asset.

#### **14.6 Arms' length dealing required**

The Trustee must not, if prohibited by the Superannuation Conditions, make investments unless the Trustee and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.

#### **14.7 Power to invest as if natural persons**

- (a) Subject to the SIS Act, the Trustee may make any investment that a natural person may make.
- (b) The Trustee has power to sell, vary or transpose any investment/asset of the Trust.
- (c) All investments by the Trustee are subject to compliance with the Superannuation Conditions

#### **14.8 Other investment powers**

Without limiting the preceding sub-clause but subject to the limitations in it and subject to the Superannuation Conditions, the Trustee may invest in: -

- (a) any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;
- (b) the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
- (c) the purchase of units or sub units of property or other investment trusts or other common fund;

- (d) deposits with any bank, life insurance company or building society or on loan to any company, organisation or person not being a Member;
- (e) policies of insurance, assurance, endowment, deposit administration or investment;
- (f) the purchase of annuities and deferred annuities from a life insurance company or other organisation;
- (g) the purchase of any real estate in Australia;
- (h) deposits with or loans to an Employer;
- (i) instalment warrants;
- (j) any other investment whether or not similar to any of the above which the Trustee considers to be appropriate.

**14.9 Nominees for Trustee**

Any investment may be held in such names including the name of a nominee or custodian (whether an individual or corporation) as the Trustee from time to time determines to the extent not prohibited by the Superannuation Conditions.

**14.10 Continuation of loans to Members**

The Trustee may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.

**Investment Choice**

**15.1 No obligation**

- (a) The Trustee is not obliged to provide investment choice to Members or Beneficiaries of the Fund except as required by the SIS Act;
- (b) The Trustee may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

**15.2 Investment Strategy**

- (a) Where the Trustee determines to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy. The Trustee must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies;

- (b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustee under sub-clause 15.5 and the circumstances in which any such directions can be given or altered.

### **15.3 Trustee must monitor**

The Trustee must monitor each of the investment strategies established under sub-clause 15.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

### **15.4 Selection and direction**

- (a) A Member or Beneficiary of the Fund may, where the Trustee has determined to offer investment choice in accordance with sub-clause 15.1, select one or more of the investment strategies formulated by the Trustee under sub-clause 15.2 and direct the Trustee to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions and the Trustee must ensure that the Member or Beneficiary is provided with such information as required by the Superannuation Conditions in order to enable the Member or Beneficiary to make an informed decision.

### **15.5 Member document**

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to sub-clause 15.2 must give to the Trustee such documents as the Trustee requires and must clearly set out details of the investment strategy or strategies selected by the Member or Beneficiary.
- (b) The Trustee is not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

### **15.6 Asset specific investments**

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustee is not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments, (whether those investments comprise one or more assets), a request to the Trustee must be made for an additional investment strategy or strategies for those particular investments ("asset specified investment strategy") to be formulated by the Trustee and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with sub-clause 15.2.
- (c) The Trustee may in their absolute discretion approve or reject any requests made under this paragraph.

### **15.7 Advice to Members**

The Trustee must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustee in respect of those

Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

### **Powers of Trustee**

#### **16.1 Discretionary powers of Trustee**

Subject to the Act, the Trustee has all the powers of a natural person. The Trustee in the exercise of the authorities, powers and discretions hereby vested in them have an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

#### **16.2 Additional powers**

Subject to the Superannuation Conditions and without limiting the preceding sub-paragraph, the Trustee also has the following powers:

- (a) all the powers of a natural person;
- (b) to insure or re-insure any risks contingencies or liabilities of the Fund;
- (c) to open and operate a bank account at any bank and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (d) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund;
- (e) to be indemnified or to give indemnities to or on behalf of any person or entity the Trustee thinks fit;
- (f) to enter into any contract and do all such acts matters and things as the Trustee may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (g) to engage the services of any company, person or firm as the Trustee may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (h) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustee thinks fit; and
- (i) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustee in connection with the Fund and to debit any of the accounts of the Fund (including an account representing Member Financed Benefits) with such amounts in such manner as the Trustee may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;
- (j) to deduct from any benefit or other payment hereunder any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is entitled to receive only the net benefit or payment after the deduction has been made;

- (k) to sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (l) to grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such an option will be at a profit or not;
- (m) to buy, transfer, acquire, hire or lease any property;
- (n) to invest in its name or under its control the Fund in any one or more of the investments authorised by this Deed with power in the Trustee's absolute discretion either to retain the investment in that form or to sell or convert into money any of those investments for cash or on terms (so as to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security) and power in the Trustee's absolute discretion from time to time to vary or transpose any investments into others authorised by this Deed;
- (o) to purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this sub-paragraph, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (p) to do anything incidental to the exercise of any of the Trustee's powers;
- (q) such other powers as are necessary, desirable or appropriate to the fulfilment of the purposes of the Fund and its proper and efficient maintenance, management, operation, promotion and advancement and its compliance with and exercise of powers authorities and discretions available under the Superannuation Conditions;
- (r) such other powers conferred on a Trustee by statute or general law in addition to the powers conferred by this Deed.

### **16.3 Trustee's interest**

Subject to the Superannuation Conditions, the Trustee has power generally to exercise or concur in exercising all the Trustee's powers and discretions in this Deed or conferred by law even if :-

- (a) a Trustee or
- (b) any person being a director or shareholder of a Trustee (being a company)

has or may have a direct or personal interest (whether as Trustee of any other settlement or in their personal capacity or a shareholder or director or member or partner of any company or partnership or as a unitholder in any unit trust or beneficial object of any other trust) in the method or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and even if the Trustee for the time being is the sole Trustee.

**Notification of significant adverse effects**

**17. Trustee to give notice of significant adverse effect**

If the Trustee becomes aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

**Insurance**

**18.1 Life insurance**

The Trustee has power from time to time to effect policies of insurance upon the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member of such amount as the Trustee in their absolute discretion thinks fit and to renew any such policies for such period as the Trustee may think fit and the Trustee has power to accept an assignment of any policies of insurance effected in respect of a Member.

**18.2 Annuities**

The Trustee has power from time to time to effect annuity or deferred annuity policies upon the life of any Member or any of the Member's Dependents of such amount as the Trustee determines and the Trustee has power to accept an assignment of such annuity or deferred annuity policies effected in respect of a Member.

**18.3 Powers**

Policies must be issued in the names of or assigned to the Trustee and must be held by the Trustee upon and subject to the provisions of this Deed and the Trustee may enforce surrender sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustee may also arrange for annuity or deferred annuity policies to be issued in the name of a beneficiary.

**18.4 Evidence to be provided by Member for insurance**

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustee is not bound to seek completion of such policy if evidence satisfactory to the insurance company is not provided.

**18.5 Premiums**

Subject to the Superannuation Conditions, the Trustee may debit such accounts of the Fund as they determine with the applicable insurance premiums.

**Accounts**

**19.1 Trustee to keep accounting records**

The Trustee must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions and may:

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund.
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions.

- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions.
- (d) keep a Reserve Account to which may be credited or debited such amounts as the Trustee determines from time to time subject to the Superannuation Conditions.

#### **19.2 Balance sheet**

The Trustee must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) such other statements as the Trustee thinks fit.

#### **19.3 Accounts and statements to be prepared**

The Trustee may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

#### **19.4 Audit**

If required by the Superannuation Conditions, the Trustee must ensure that the accounts and statements of the Fund are audited.

#### **19.5 Maintenance of reserves**

- (a) The Trustee may maintain reserves of the Fund subject to the SIS Act.
- (b) Subject to the SIS Act, paragraph 6(g) of this Deed and the investment strategy applicable to the reserve, a Member is not entitled to any property held in a reserve account and the Trustee is not required to allocate such property.
- (c) The Trustee has, in relation to reserve accounts, all the powers applicable to the Fund, subject to the Superannuation Conditions.

### **Rollover**

#### **20. Trustee may pay rollovers**

The Trustee may pay benefits to an eligible rollover fund or other fund as permitted by the Superannuation Conditions.

### **Member Accounts**

#### **21.1 Trustee to keep Member and Employer accounts**

Subject to complying with the Superannuation Conditions, the Trustee may keep such Member Accounts in respect of Member and Employer contributions (if any) as they think fit, including accounts in respect of segregated current pension assets, and accounts may contain such particulars as the Trustee determines.



## 21.2 Details of accounts

Each Member Account may include -

- (a) An Employer Contribution Account showing -
  - (i) contributions by any Associated Employer to that account;
  - (ii) sums which the Trustee determines to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed; and
  - (iii) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion);
- (b) A Member Contribution Account showing -
  - (i) contributions by the Member to that account;
  - (ii) sums which the Trustee determines are properly to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed; and
  - (iii) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion); and
- (c) Any such Account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustee deems to be appropriate including provisions for reserves.
- (d) Without limiting the discretion in (c) and subject to the SIS Act and the Superannuation Conditions, the Trustee may debit and or credit such accounts, amounts which the Trustee determines are appropriately created or debited including a Payment Split under section 90 MD Family Law Act, splittable contributions, amounts to be transferred to a Reserve Account under this Deed, expenses, losses and benefit payments (whether lump sum or pension) and taxes.

## 22.1 Segregated Current Pension Assets

The Trustee may in accordance with the Tax Act, transfer and segregate any of the assets of the fund for the sole purpose of discharging the current pension liabilities of the fund out of those assets or any other purpose permitted by the Superannuation Conditions or SIS Act.

**22.2** The transfer values and annual valuations of the segregated current pension assets must be determined as may be required by the Tax Act.

**22.3** The Trustee may, in accordance with the Tax Act or other applicable laws or Superannuation Conditions, re-transfer assets segregated in order to meet the requirements of the Tax Act applicable to the segregated current pension assets.

**22.4** The Trustees may create such Pension Benefit Accounts in respect of pensions payable under this Deed as the Trustees determine.

22.5 The Trustee may take any action not prohibited by the Tax Act or the SIS Act to revert segregated assets so that they are no longer segregated and with the consent of the relevant Member where required.

### **Valuation of the Fund and Allocation of Profits or Loss**

#### **23.1 Valuation**

The Trustee must at the end of each Financial Year if required by the Superannuation Conditions and may at any time value the assets and liabilities of the Fund and any surplus or deficiency including unrealised gains or losses revealed by such valuation must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation the Trustee has an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

#### **23.2 Profit or loss distribution**

The Trustee may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustee nominates in such proportions and such manner as the Trustee decides and may set formulae or interest rates for this purpose provided that the Trustee must in the exercise of their discretions under this paragraph act in a manner that is in accordance with the Superannuation Conditions. If the Trustee maintain reserves the Trustee may first determine what amount of the profit or loss is to be allocated to the Reserve Accounts, and the balance (if any) credited or debited in accordance with this Deed.

#### **23.3 Other debits**

Subject to the Tax Act and the Superannuation Conditions, the Trustee may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings in such manner as the Trustee determines.

### **Contributions**

#### **24.1 Employer contributions**

Each Associated Employer, if any, must contribute to the Fund pursuant to an arrangement between such Employer and the Trustee in respect of the Employer's Employee who is a Member of the Fund.

#### **24.2 Member contributions**

Subject to the Superannuation Conditions and this Deed, each Member may contribute to the Fund (whether in specie or otherwise, subject to the Superannuation Conditions) such amount or otherwise as is agreed between the Member and the Trustee.

#### **24.3 Acceptance of contributions-General**

Despite this clause 24, the Trustee may accept any contribution from any contributor unless the Act or Superannuation Conditions do not permit it or if such acceptance would cause the fund not to comply with the SIS Act or fail to satisfy the provisions of the SIS Act applicable to self managed funds.

#### 24.4 Acceptance of contributions

- (1) Without limiting sub-clause 24.3, the Trustee may accept contributions that are made in respect of a Member in accordance with the following table and regulations (2), (3) and (6) of SIS Regulation 7.04.

Item	If the Member ...	the fund may accept ...
1	is under 65	contributions that are made in respect of a Member.
2	is not under 65, but is under 70	contributions that are made in respect of a Member that are (a) mandated employer contributions; or (b) if the Member has been gainfully employed on at least a part-time basis during the financial year in which the contributions are made: (i) employer contributions (except mandated employer contributions); or (ii) Member contributions
3	is not under 70, but is under 75	contributions that are made in respect of the Member that are: (a) mandated employer contributions; or (b) if the Member has been gainfully employed on at least a part-time basis during the financial year in which the contributions are made - contributions received on or before the day that is 28 days after the end of the month in which the Member turns 75 that are: (i) employer contributions (except mandated employer contributions); or (ii) Member contributions made by the Member.
4	is not under 75	mandated employer contributions

- (2) In addition to sub-clause 24.4 (1) (SIS Regulation 7.04(1)), the Trustee must not accept any Member contributions if the Member has not quoted (for superannuation purposes) his or her tax file number to the fund.
- (3) In addition to sub-clause 24.4 (1) (SIS Regulation 7.04(1)), the Trustee must not accept any fund-capped contributions in a financial year in respect of a Member that exceed:
- if the Member is 64 or less on 1 July of the financial year – three times the amount of the non-concessional contributions cap (as defined in the SIS Regulations); or
  - if the Member is 65 but less than 75 on 1 July of the financial year – the non-concessional contributions cap (as defined in the SIS Regulations).
- (4) If the Trustee receives an amount in a manner that is inconsistent with sub-paragraph (1), (2) or (3):
- the fund must return the amount to the Member within 30 days of becoming aware that the amount was received in a manner that is inconsistent with sub-paragraph (1) or (2); and
  - the Trustee may, and is empowered to comply with the provisions of SIS Regulation 7.04(4)(b).

- (5) If the Trustee complies with SIS Regulation 7.04(4) (See paragraph 24.4 (4)), the fund is taken not to have contravened the Act or the SIS Regulations in relation to the acceptance of the amount or in relation to the return of the money to the Member.
- (6) The Trustee may accept contributions in respect of a Member if the Trustee is reasonably satisfied that the contribution is in respect of a period during which, under an item in the table above (SIS Regulation 7.04(i)), the fund may accept the contribution in respect of that Member, even though the contribution is actually made after that period.
- (7) In this provision 24.4:
  - non-concessional contributions cap** means the amount mentioned in subsection 292-85 (2) of the *Income Tax Assessment Act 1997*.
  - quoted (for superannuation purposes)** has the same meaning as in the *Income Tax Assessment Act 1997*.
  - tax file number** has the meaning given by section 299W of the SIS Act.

#### 24.5 Child Contributions

The Trustee may accept child contributions in respect of a child if permitted by the Act.

#### 24.6 (a) Contributions in Cash or Assets

Any contribution made by a Member or an Associated Employer must be made to the Trustee within the period in respect of which it is paid either in cash or by transfer of an asset or assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustee or an agent or delegate of the Trustee is prohibited by the Superannuation Conditions from acquiring the asset.

#### (b) No Obligation to Contribute

In the absence of any agreement to the contrary neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

#### (c) Ineligible Contributions

If the Trustee at any time ascertains that any contribution has been accepted in breach of the provisions of the Act, the Trustee must refund such contribution within any time period which may be required by the Act, less any deductions the Trustee is permitted to make.

#### (d) Non-acceptance of Contributions

The Trustee may, subject to the Act and the Superannuation Conditions, return any contribution even if such contribution is permitted to be accepted by the Trustee under the SIS Act.

#### 24.7 Allocation of Contributions

Within 28 days (or within a longer period that is reasonable in the circumstances if within 28 days it is not reasonably practicable to so allocate or such other period as the Commissioner permits) of the end of the month of receipt of a contribution the Trustee must allocate the contribution to a Member of the fund.

### **Spouse contributions – splitting amounts**

#### **24.8 Application to roll over, transfer or allot an amount of contributions**

- (1) Subject to the SIS Regulations and in particular Division 6.7, a Member may, in a financial year, apply to the Trustee to roll over, transfer or allot an amount of benefits, for the benefit of the Member's spouse, that is equal to an amount of the splittable contributions made by, for, or on behalf of the Member in:
  - (a) the last financial year that ended before the application; or
  - (b) the financial year in which the application is made – where the Member's entire benefit is to be rolled over or transferred in that year.
- (2) The applicant must specify, in the application, the amount of the benefit from the following:
  - (a) the Member's taxed splittable contributions;
  - (b) the Member's untaxed splittable contributions;that the Member seeks to split for the benefit of the Member's spouse.

#### **24.9 Decision on application**

- (1) The Trustee may accept an application only if it is made in accordance with the SIS Regulations.
- (2) If the Trustee accepts an application in accordance with this provision the Trustee must, subject to the Regulations, and in any case within the period prescribed by the SIS Regulations, roll over, transfer or allot the amount of benefits for the benefit of the receiving spouse.
- (3) The Trustee is permitted to do all such things as may be necessary to give effect to these provisions and words in these provisions have the same meaning as contained in Division 6.7 of the SIS Regulations.

### **Benefits**

#### **25.1 Maximum Benefits**

Subject to the Superannuation Conditions, unless the Trustee otherwise resolves, the liability (if any) of the Trustee to make benefit payments may not exceed the lesser of:-

- (a) the benefits provided under the Deed in respect of the Beneficiary; and
- (b) the total balances of the relevant Member Accounts and any insurance proceeds received by the Trustee in respect of the Member.

#### **25.2 Application of benefits**

The benefits payable to or in respect of Beneficiaries must be paid or applied to or for the benefit of such one or more of those Beneficiaries in the form of lump sums, pensions or annuities as provided in this Deed and subject to the Superannuation Conditions and this Deed, in such manner as the Trustee may in their absolute discretion decide.

#### **25.3 Member's request**

Subject to the Superannuation Conditions, when a benefit is payable as a pension the Member may by written notice to the Trustee request payment of such benefit as an immediate or deferred lump sum and while the Trustee will take due consideration of a request, the Trustee's decision, with respect to the form of any benefit payment, will be final.

#### 25.4 Binding Nominations

- (a) Subject to the Superannuation Conditions, the Trustee consents to the ability of a Member to make a binding nomination to pay benefits to a designated Dependant and the Trustee agrees to give effect to such notice.
- (b) If the Trustee is unable to lawfully act upon the Member's notice under this sub-clause 25.4 then the Trustee may pay the relevant benefit to the Member's legal personal representative or to the Member's Dependants or any one or more of them and in such proportions as the Trustee in their absolute discretion determines, not being inconsistent with the SIS Act.
- (c) Subject to paragraph 25.4(i) a Member may require the Trustee to provide any benefits in respect of that Member, on or after the death of that Member, to the legal personal representative or a Dependant of the Member if the Trustee gives the Member information under paragraph 25.4(d).
- (d) The Trustee must give to the Member information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the right of that Member to require the Trustee to provide the benefits.
- (e) Subject to paragraph 25.4(i) the Trustee must pay a benefit in respect of the Member, on or after the death of that Member, to the person or persons mentioned in a notice given to the Trustee by that Member if:
  - (i) the person, or each of the persons, mentioned in the notice is the legal personal representative or a Dependant of that Member; and
  - (ii) the proportion of the benefit that will be paid to that person, or to each of those persons, is certain or readily ascertainable from the notice; and
  - (iii) the notice is in accordance with paragraph 25.4(g); and
  - (iv) the notice is in effect.
- (f) A Member who gives notice under paragraph 25.4(e), may:-
  - (i) confirm the notice by giving to the Trustee a written notice, signed and dated by the Member to that effect; or
  - (ii) amend or revoke the notice by giving to the Trustee notice, in accordance with paragraph 25.4(g) of the amendment or revocation.
- (g) For the purposes of paragraphs 25.4(e)(iii) and 25.4(f)(ii), the notice:-
  - (i) must be in writing; and
  - (ii) must be signed and dated by the Member in the presence of 2 witnesses, being persons:-
    - i. each of whom has turned 18; and

- ii. neither of whom is a person mentioned in the notice; and
- (iii) must contain a declaration signed and dated by the witnesses stating that the notice was signed by the Member in their presence.
- (h) Unless sooner revoked by the Member, a notice under paragraph 25.4(e) ceases to have effect at the end of the period of 3 years after the day it was first signed or last confirmed or amended by the Members.
- (i) If an item of information given by a Member in a notice under paragraph 25.4(e) is not sufficiently clear to allow the Trustee to pay the benefit, the Trustee must seek from the Member a written statement to clarify the item as soon as practicable after the Trustee receives the notice.

**25.5 Non-lapsing death benefit nomination - Death Benefit requested rule**

If the Trustee is given a written notice by a Member requesting that benefits be paid following the death of that Member to a person or persons or other permitted payees then the Trustee must:

- (a) by written resolution, accept the terms of the Member's notice; or
- (b) give written notice to the Member of a proposed rule in respect of the death benefit specifying the terms thereof in accordance with the Members request.

AND on the date of that resolution referred to in (a) or the date of the written acceptance by the Member of the death benefit rule referred to in (b), the Trustee is bound by those terms unless and until that Member and the Trustee otherwise in writing agree or until a later binding nomination in accordance with the SIS Act is given to the Trustee or a later non-lapsing nomination is given effect under (a) or (b).

**25.6 Preserved Benefits**

- (a) Any benefit which is subject to preservation or has been preserved under the Superannuation Conditions, an agreement made by the Trustee or this Deed, must not be paid to or in respect of the Member at a date earlier than allowed from time to time under the Superannuation Conditions.
- (b) The Trustee may transfer any preserved benefit to another superannuation fund nominated by the Member, an approved deposit fund nominated by the Member, a deferred annuity nominated by the Member or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits unless the Superannuation Conditions require it.

**25.7 Member otherwise has no interest**

Except as provided in this Deed and subject to the Superannuation Conditions, a Member, Dependant or Personal Representative has no right to or interest in the Fund.

**25.8 Trustee to determine amount to pay benefits**

Subject to the Act, on the happening of an event as the result of which there arises an absolute or contingent right to the payment of a benefit in accordance with this Deed to or in respect of a Beneficiary either immediately or at some future date the Trustee must determine the amount required to meet that liability and any balance of the Member Accounts in excess of that amount may be transferred to the Forfeited Benefits Account subject to paragraph 26.1(b) unless the Trustee otherwise resolves.

**25.9 Member to provide evidence of entitlement**

The payment of any benefit is subject to the person claiming the same producing such evidence, doing such acts and executing such documents as the Trustee may reasonably require and the Trustee may postpone the payment of any benefit until the requirements of this paragraph have been met.

**25.10 Trustee may transfer assets in specie**

Subject to the Superannuation Conditions, the Trustee may, with the agreement of the Member or Beneficiary to whom a benefit is payable, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustee may take into account such associated costs, taxes or other expenses of such transfer as they think fit and make adjustments accordingly.

**25.11 Unclaimed monies**

If the Trustee cannot find a person entitled to a benefit then that benefit or part of that benefit may be paid or otherwise dealt with by the Trustee in such manner as the Superannuation Conditions permit.

**25.12 Unpaid benefits**

In the circumstances prescribed by the Superannuation Conditions, the Trustee may pay an unpaid benefit to an eligible rollover fund, or to the Commissioner or other body prescribed by the Superannuation Conditions.

**Forfeited Benefits Account**

**26.1 Forfeited benefits account may be kept**

- (a) The Trustee may keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.
- (b) A benefit may not be forfeited if that would result in the fund failing to comply with the definition of a self managed superannuation fund in the SIS Act or the Superannuation Conditions.

**26.2 Application of forfeited benefits**

The Trustee may in their absolute discretion apply amounts held in the Forfeited Benefits Account in the manner and to the purposes permitted by the Superannuation Conditions and, if permitted, these may include:

- (a) welfare benefits to assist in events of financial hardship, sickness, accident or other misfortune causing hardship;



- (b) supplementary benefits for retired Members;
- (c) additional benefits for current Members on an equal basis, or on a pro rata basis among all Members or, among Members on the basis of economic needs;
- (d) payment of administrative expenses of the Fund;
- (e) payment of a Member's own contribution to relieve hardship;
- (f) payment to an Employer in recompense for loss or damage as the consequence of employee misconduct;
- (g) payment to an Employer in the form of assessable income.

### **26.3 Equalisation Account**

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustee considers appropriate.
- (d) This sub-clause 26.3 is subject to the Superannuation Conditions.

### **26.4 Lien**

Despite any other provision contained in this Deed to the contrary, though subject to the Superannuation Conditions, the Trustee has at the date of payment of a benefit to a Member a lien over that benefit in respect of:-

- (a) all amounts owed by the Member to the Fund; and
- (b) any loss or expense incurred by the Trustee in consequence of the Member's fraud, dishonesty, misappropriation or other misconduct in respect of the Fund including the costs to the Trustee of recovering the same where the loss, expense or costs have been quantified and constituted a debt owing by the Member to the Trustee in their capacity as Trustee.

### **26.5 Certificate**

A certificate signed by the Trustee stating the amount of the lien over the Member's Benefit claimed by the Trustee is prima facie evidence in the hands of the Trustee against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustee to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

## **Transfer of Benefits**

### **27.1 Trustee to make arrangements with prior employer and Trustee**

- (a) Subject to the Superannuation Conditions the Trustee may at the request of an Employee or Member and with the consent of his or her Employer, if any, make such arrangements as they think proper with that previous Employer or the Trustee of any other superannuation fund or entity for the payment or transfer to the Fund of monies or assets and other rights and benefits of and arising in relation to the membership by such person in such other superannuation fund or entity.
- (b) The Trustee may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary and may also make such arrangements as are necessary to enable such Employee to be admitted to membership of the Fund, if that person is not a Member.
- (c) A payment or transfer may be made to the Trustee of a successor fund without the consent of the relevant Member if permitted by the SIS Act.

### **27.2 Transferred amounts to be held according to Deed**

The Trustee must hold any monies or assets so paid or transferred to them from another superannuation fund according to the terms and conditions of this Deed and subject to paragraph 21.2.

### **27.3 Application of transferred amounts**

On any such payment or transfer of monies or assets -

- (a) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustee and the Trustee of the Fund from which the Member is transferring;
- (b) the amount which by the terms and rules of such other superannuation fund is required to be preserved is to be identified and held by the Trustee as a Preserved Portion under this Deed.
- (c) except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation. Where the Fund holds benefits that were not the subject of preservation in a prior Fund then nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

### **27.4 Application of benefits on Member leaving Fund**

The money and assets comprising any benefit payable to a Member on leaving the Fund may with the approval of such Member be paid or transferred to or invested in (as the case may be):-

- (a) another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which satisfies the Superannuation Fund Conditions; or
- (b) an approved deposit fund nominated by the Member which satisfies the Approved Deposit Fund Conditions set out in the Superannuation Conditions; or

- (c) a deferred annuity nominated by the Member which does not pay benefits except in circumstances in which by the Superannuation Conditions or by this Deed benefits are payable to that person;
- (d) such other superannuation entity as the Superannuation Conditions permit.

The receipt of the Trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustee in respect of any money or assets so paid or transferred.

### 27.5 Application of preserved benefits

The money and assets comprising any Preserved Portion of a benefit payable to a Member at a date after his or her leaving the Fund may be:

- (a) retained in the Fund; or
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions.

The receipt of the Trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustee in respect of any money or assets so paid or transferred.

### Disclosure of Information

28. The Trustee must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

### Notices

29. Notices may be given by the Trustee to Members and Dependents either personally or by sending the same by pre-paid letter posted to the address last known to the Trustee or the address last known to the Employer.

### Principal and Associated Employers

#### 30.1 Approval of Associated Employers

Subject to the Superannuation Conditions the Trustee may permit any company, person or firm as an Associated Employer to contribute to the Fund. Unless inconsistent with the Superannuation Conditions, an Associated Employer is deemed to be bound by the Deed on such payment of a contribution. The payment by an Associated Employer of a contribution in respect of a Member to the Trustee is sufficient acknowledgement by the Associated Employer of being so bound. The Trustee may require the Associated Employer to make application to join in a form approved by the Trustee.

#### 30.2 Cessation

Subject to the Superannuation Conditions an Employer ceases to be an Associated Employer on:-

- (a) The Employer ceasing to be an Employer of any Member; or
- (b) The Employer determining to cease contributing to the Fund; or
- (c) The Employer's becoming bankrupt or being placed into liquidation or receivership or ceasing to carry on a business; or

- (d) The Employer giving written notice of ceasing to be an Associated Employer to the Trustee and to each Member who is employed by that Employer; or
- (d) The Trustee giving written notice of cessation to the Associated Employer; or
- (e) The first date otherwise required by the SIS Act.

**30.3 Membership unaffected by Employer cessation**

A Member who is an employee of an Employer that has ceased to be an Associated Employer does not by reason of that event cease to be a Member.

**30.4 Appointment and cessation of Principal Employer**

- (a) Subject to the Superannuation Conditions, if the Fund has a Principal Employer, it may cease to occupy that role by giving written notice to the Trustee of that fact and that cessation takes effect from the date that notice is so given.
- (b) Another Employer of a Member may become the Principal Employer by written agreement of the Trustee and the Members.

**Rights Not Restricted**

**31. Workers compensation**

Nothing contained in this Deed is to affect the right of a Member or their Personal Representative or other person to claim damages or compensation at Common Law or under Workers' Compensation Acts or any other Statute in force governing compensation to a Member injured or dying from any accident arising out of and in the course of their employment with the Employer and any benefits payable hereunder are not to be reduced by reason of any payment that may be made in respect of such damages or compensation.

**Winding up of Fund**

**32.1 Winding up**

Subject to the Superannuation Conditions and if so required, with the Trustee's consent, the Fund is to be wound up by the Trustee as at a date determined by them on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund; or
- (b) if there are no Beneficiaries of the Fund and no Associated Employers and no Principal Employers; or
- (c) if in respect of each Associated Employer and Principal Employer, if any, an order is made or a resolution is passed for the winding up of such Employers and there are no Beneficiaries.
- (d) if the Trustee resolves to wind up the Fund.

**32.2 Priorities**

Subject to the Superannuation Conditions and if so required, with the Trustee's approval, the assets of the Fund on its winding up are to be applied in the following order of priority and for the following purposes to the extent to which those assets will allow:-

- (a) firstly, in the payment of liabilities in respect of the administration and other costs associated with the winding-up proceedings;
- (b) secondly, in the discharge of all liabilities other than liabilities in respect of benefits payable to or in respect of Beneficiaries;
- (c) thirdly, in securing the minimum guaranteed benefits of Members;
- (d) fourthly, in securing for each Member the amounts standing to the credit of-
  - (i) their Member Contribution Accounts;
  - (ii) their Employer Contribution Accounts; and
  - (iii) any Preserved Portion of their Member Accounts in excess of the amount secured under (i) and (ii) above; and
- (e) lastly, in the distribution of any remaining balance to such of the Beneficiaries, and to any of the Employers in such proportions as in the opinion of the Trustee is appropriate in the circumstances and in accordance with the Superannuation Conditions.

**32.3 Subject to preservation**

Subject to the Superannuation Conditions and in so far as it is within the power of the Trustee to so do, in dealing with the benefit of any Member in a winding up of the Fund the Trustee must observe all the provisions of this Deed relating to the transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

**Complaints**

**33. Establishment of complaints procedure**

If required by the Superannuation Conditions, the Trustee will establish such reasonable procedures under which enquiries and complaints may be dealt with.

**Payment of Benefits**

**34. Mode of Payment of Benefits**

Benefits shall be paid in accordance with clause 25 of this Deed.

**35.1 Benefits Payable**

Subject to the Act, the Trustee may pay any benefit permitted to be paid under the SIS Act and under this clause 35, subject to such conditions set out in this Deed or in the Act and subject to any Cashing Restrictions, to the Member or if the Member is unable to manage his or her own affairs, any of the Member's Dependants, and in any proportions as the Trustee, in its absolute discretion, determines. The Trustee may pay a Member's Benefit upon:

- (a) retirement before reaching preservation age; or
- (b) reaching preservation age and retiring; or
- (c) reaching age 65; or
- (d) permanent incapacity of the Member; or
- (e) terminal medical condition of the Member, as defined in Regulation 6.01A; or

- (f) severe financial hardship of the Member, which payment must first be approved by the Commissioner if the SIS Act requires; or
- (g) compassionate grounds, as defined in SIS Regulation 6.19A; or
- (h) satisfaction of any other condition of release required to be satisfied under the SIS Act; or
- (i) if the proceeds of a temporary total disablement insurance policy on the life of the Member becomes payable, the proceeds of the policy may be paid to the Member if the SIS Act permits.

### **35.2 Benefit payable on death**

- (a) If a Member dies before payment or commencement of payment of a benefit under this Deed, the amount of the Member's Benefit will be held by the Trustee on trust, subject to this clause 35 and the SIS Act, for the benefit of one or more of the Member's Dependants in the shares and proportions as the Trustee, in its absolute discretion, determines.
- (b) The Trustee will take account of any nomination of beneficiaries made by the Member, but will not be bound by it unless required to do so under clause 25. Subject to the SIS Act, in the discretion of the Trustee, the benefit payable will be paid by lump sum or pension or a combination of both.
- (c) If the Trustee is unable to establish within 6 months after the Member's death, or such other period as may be permitted by the Act, that there are any Dependants, the Member's Benefit will be paid to the Member's legal personal representative.
- (d) If, after making inquiries that the Trustee regards as reasonable, the Trustee is unable to establish that there are any Dependants or a legal personal representative of the deceased Member, the Trustee may, if permitted by the Act:
  - (i) pay the benefit to a person or persons selected by the Trustee; or
  - (ii) treat the benefit as a forfeited benefit and apply it in the manner provided for in the Act or under this Deed; or
  - (iii) pay the benefit to a Reserve Account in the Fund.

### **35.3 Benefit payable on temporary incapacity**

Subject to the Act and the provisions of this Deed, if a Member becomes subject to Temporary Incapacity, the Trustee may pay to the Member a non-commutable income stream for the purposes of continuing (in whole or in part) the gain or reward which the Member was receiving before the incapacity and only for a period not exceeding the period of incapacity from employment of the kind the Member engaged in immediately before the temporary incapacity.

### **35.4 Benefit payable to an Employer-Sponsored Member on termination of employment before retiring age**

Subject to the Superannuation Conditions, if the employment by the employer of an Employer-Sponsored Member is terminated before the retiring age otherwise than in the circumstances of death, permanent incapacity, a terminal medical condition or temporary incapacity, the Member's Benefit may be paid to the Member if the Member has attained the age prescribed in the Act as being the preservation age for that Member and is retiring from the workforce. If the Member has not attained the age prescribed in the Act as being the preservation age for that Member or, having attained that age, has not retired from the workforce, the Trustees will pay or commence to pay the Member only that part of the benefit payable which is not a preserved benefit.

### **35.5 Deferment of payment of benefit**

Subject to the Superannuation Conditions, the payment of any benefit payable under clauses 35.4 which is not a preserved benefit may, at the request of the Member and with the consent of the Trustee, be deferred until the Member requests payment of the benefit.

### **35.6 Payment of benefits to minors**

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a minor, the Trustee may pay the benefit to any other person for application on behalf of that minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustee in respect of that benefit.

### **35.7 Deduction of income tax**

The Trustee may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will pay any amount deducted as may be required by law.

## **Pension Conditions**

### **36.1 Trustee's discretion**

Subject to clauses 34 and 38, where a benefit is payable under clause 35 or where a preserved benefit is payable by way of pension, the Trustee will, in its absolute discretion, determine the amount of the pension and the manner in which and the period for which it is paid. The pension must be paid at least annually. The annual amount of the pension cannot be greater than any maximum nor less than any minimum amount stated in the Act. The pension must be paid on a basis that complies with the requirements of the Act.

### **36.2 Cessation of payments**

When the Member's Benefit is reduced to nil, the pension payable under these rules ceases to be payable and the person who was receiving the pension ceases to be entitled to any further benefits and, if a Member, ceases to be a Member.

### **36.3 Commutation of pension**

Subject to the Act, the recipient of a pension may commute the whole or part of a pension to a lump sum payment, by applying in writing to the Trustee. The commutation must comply with the requirements of the Act.

### **36.4 Pension payable to Reversionary Beneficiary**

If a Member in receipt of a Pension which is permitted to be paid to a Reversionary Beneficiary under the Superannuation Conditions dies, the Trustee may pay the deceased Member's Benefits as a pension under the same conditions as the deceased Member's pension, to any Reversionary Beneficiary.

### **36.5 Pension payable to spouse on death of Member**

(a) If a Member to whom a pension is being paid dies and is survived by a spouse, the Trustee may determine to pay to the spouse until the spouse's death or until the Member's Benefit is reduced to nil (if that occurs before the spouse's death), a pension of the amount as the deceased Member's spouse and the Trustee agrees from time to time or, if there is no agreement, of any amount and on terms and conditions as the Trustee determines. If

however the pension has to be paid on some other basis for the fund to comply with the Act, it must be paid on that basis.

- (b) The annual amount of the pension will not be greater than any maximum nor less than any minimum amount stated in the Act.
- (c) A pension payable to a Member's spouse pursuant to this sub-clause 36.5 will commence on the date of the Member's death.

### **36.6 Payment to Member's dependants**

- (a) If a Member in receipt of a pension who does not have a spouse, or to whose spouse a pension is not paid under sub-clause 36.5 dies, or if a Member's spouse to whom a pension was payable under sub-clause 36.5 dies, the balance of the Member's Benefit (if any) will be paid in a lump sum to such of the Member's Dependants as the Trustee, in its absolute discretion, determines.
- (b) If payment of part or all of the benefit does not comply with the requirements of the Act, the proportion of the benefit that does not so comply will be treated as a forfeited benefit and will be applied in the manner stated in paragraph (d) of this rule.
- (c) If the Trustees are unable to establish within the time required by the SIS Act after the death of a Member or the Member's spouse (if a pension was being paid to the Member's spouse) that there are any Dependants, the benefit payable under this sub-clause 36.6 will be paid to the Member's or the Member's spouse's legal personal representative in the discretion of the Trustees. If a grant of probate or letters of administration in respect of the estate of the deceased Member or the deceased Member's spouse is not made within 3 years of his or her death (or any longer period as the Trustees determine as the SIS Act provides), the benefit payable under this rule will be treated as a forfeited benefit and applied in the manner stated in paragraph (d) of this rule, subject however to the SIS Act.
- (d) A forfeited benefit will be applied in the manner provided for in the Act or, if there is no provision, will be applied by the Trustees as a forfeited benefit.

### **36.7 No assignment or encumbrance**

- (a) Pensions payable from the fund cannot be assigned or otherwise transferred by the person receiving the pension (except to the extent provided for in sub-clause 36.4 or 36.5) and cannot be mortgaged or encumbered in any manner.
- (b) Neither the capital value (if any) of any pension payable from the fund nor any income from it, may be used as a security for a borrowing.

### **36.8 Annuities**

The Trustee may, in its absolute discretion (including where an old-age pension is required to be paid), provide pensions payable under this Deed by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Act.

### **36.9 Imputation credits**

Subject to the Superannuation Conditions, the Trustee may, in its absolute discretion, debit amounts to the accounts of Members to whom current pensions are not being paid and credit



corresponding amounts to the accounts of Members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

**37. Benefit payable in other circumstances**

The Trustee may, but only if consistent with the SIS Act as it applies to the Fund, pay part or all of a Member's Benefit to a Member, or such other person as may be entitled to that benefit.

**Pensions**

**38.1 Interpretation**

- (a) The Trustee may by resolution determine to pay the following types of pension and in accordance with the following provisions, however they are subject to the Superannuation Conditions and to the SIS Act.
- (b) The Trustee is not bound to pay the pensions referred to in this rule however if they do so resolve then the Trustee must comply with the applicable provisions and those provisions apply despite the provisions of any other rule, unless the Trustee otherwise determines.
- (c) Where a provision of this clause 38 refers to this Deed and where these governing rules do not specify or do not sufficiently specify the matter to which the provision refers, the Trustee may, subject to the SIS Act, determine that matter by resolution, whether or not the matter refers to the size of the payments of a benefit in a year being fixed, variations to allow payments under a Payment Split, the amount of any reversionary benefit or determination as to who is entitled to a reversionary benefit or reversionary pension or the amount of same or anything else. Any such resolution of Trustee shall be deemed to be part of and included in this Deed.
- (d) Nothing in this Deed prevents continued payment of a pension already commenced prior to the date of this Deed if the SIS Act and Superannuation Conditions permit the continued payment of that pension.
- (e) To the extent that the provisions in this rule are inconsistent with the SIS Act, they are varied and are deemed to be included in this clause 38.
- (f) Subject to the SIS Act the Trustees may pay any other pension that is not prohibited by the SIS Act and the Superannuation Conditions.

**38.2 Paying Pensions**

- (a) A benefit may be paid as a pension under sub-clause 38.3 or 38.4 and if:
  - (i) it meets the standards of SIS Regulation 1.06(9A) (see sub-clause 38.3); and
  - (ii) if SIS Regulation 1.06(9A)(a) applies, the rules also meet the standards of SIS Regulation 1.07D; and
  - (iii) if SIS Regulation 1.06(9A)(b) applies, the rules also meet the standards of SIS Regulation 1.07B.
- (b) A Member may in writing request the Trustee to pay a pension to the Member that is an Allocated Pension or a Transition to Retirement Income Stream under sub-clause 38.3 or 38.4 and if the Member is entitled to be paid such a pension under the SIS Act at the date of the request, the Trustee must pay the Member's Benefits in accordance with the request, subject to the Superannuation Conditions.
- (c) The Trustee may declare in writing a rule specifying the terms of a pension paid or to be paid in accordance with the SIS Regulations and such rule shall apply to that pension and

the recipient's consent must be obtained if required by the SIS Act or the Superannuation Conditions. Without limiting the form of writing such writing may include a deed signed by the Trustee and the Member or other applicable recipient.

- (d) A Member may cancel a pension by a request in writing to the Trustee at any time.

### 38.3 Allocated Pensions

- (1) This pension (*the pension*) meets the standards of SIS Regulation 1.06(9A) if it is paid at least annually, and:
- (a) for a pension in relation to which there is an account balance attributable to the beneficiary — the total of payments in any year (including under a splitting order) is at least the amount calculated under clause 1 of Schedule 7 of the SIS Regulations; and
  - (b) for a pension that is not described in paragraph (a):
    - (i) both of the following apply:
      - (A) the pension cannot have a residual capital value, commutation value or withdrawal benefit greater than 100% of the purchase price of the pension; and
      - (B) the total of payments in any year (including under a splitting order) is at least the amount calculated under clause 2 of Schedule 7 of the SIS Regulation; or
    - (ii) each of the following applies:
      - (A) the pension is payable throughout the life or for a fixed term of years that is no greater than the difference between the beneficiary's age on the commencement day and the age of 100;
      - (B) there is no arrangement for an amount (or percentage of the purchase price) to be returned to the recipient when the payment of the pension ends;
      - (C) the total payments from the pension in the first year (including under a Payment Split) is at least the amount calculated under clause 2 of Schedule 7 of the SIS Regulation;
      - (D) the total of payments from the pension in a subsequent year cannot vary from the total of payments in the previous year unless the variation is as a result of an indexation arrangement or the transfer of the pension to another person;
      - (E) if the pension is commuted, the commutation amount cannot exceed the benefit that was payable immediately before the commutation; or
    - (iii) the rules meet the standards of regulation 1.06(2); and
  - (c) the pension is transferable to another person only on the death of the beneficiary (primary or reversionary, as the case may be); and
  - (d) the capital value of the pension and the income from it cannot be used as a security for a borrowing.
  - (e) In this clause:

**“indexation arrangement”**, in relation to a pension, means an arrangement specified in the rules for the provision of the pension that:

    - (a) either:
      - (i) results in the total amount of pension payments in each year increasing by the same percentage factor; or
      - (ii) results in the total amount of pension payments in each year being adjusted in line with movements in:
        - (A) the Consumer Price Index; or
        - (B) an index of average weekly earnings published by the Australian Statistician; and

- (b) ensures that, unless APRA otherwise approves, an adjustment is made at least annually to the amount of the pension payments.

#### 38.4 Transition to Retirement Income Streams

This is a pension the rules of which:

- (i) are rules
  - (A) to which regulation 1.06 (9A) applies; and
  - (B) that meet the standards of regulation 1.06 (9A); and
- (ii) allow total payments (including payments under a Payment Split) made in any financial year to amount to no more than 10% of the pension account balance.
  - (A) on 1 July in the financial year in which the payment is made; or
  - (B) if that year is the year in which the pension commences – on the commencement day; and
- (iii) comply with paragraph (b) of the definition of *non-commutable allocated pension* in SIS Regulation 6.01, as if it were such a pension.

#### 38.5 Periods when Beneficiary may not receive benefits

A benefit is not taken not to meet the provisions of SIS Regulation 1.06 by reason only that payments of benefit to the Beneficiary have been properly suspended during a period when the Beneficiary is the holder of a paid public office.

#### 39. Pension Reserves

Subject to the Act, where it considers it appropriate the Trustee may:

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this clause 39, or any other relevant matter;
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries;
- (c) where a pension benefit liability to which a pension reserve relates no longer exists, or the amount of the pension reserve exceeds the expected liability, arrange for any assets or excess assets in the pension reserve to be applied in any manner whatsoever that the Trustee considers fair and reasonable, including for the general purposes of the Fund, but having special regard to the interests of the beneficiary to whom the pension benefit related and that Beneficiary's dependants.

#### 40. Death benefits

- (a) This clause applies if the terms of a particular pension do not provide for the consequences for payment of the pension on the death of the pension recipient.
- (b) Where this clause applies, then unless the Trustee otherwise determines and subject to the Act, if any amount is payable in respect of the pension recipient on the pension recipient's death, it will be dealt with in accordance with any binding nomination or if there is no binding nomination, as the Trustees determine.

41. Deduction for detrimental payments after Member's Death

For the purposes of Section 295-485 of the *Income Tax Assessment Act 1997*, if a Member dies and a benefit is paid as a consequence, the Trustee may do all such things and make such allowances or payments as may be necessary or desirable to give to the recipient of that benefit, the benefit of any deduction permitted under the Section.

42. Conversion of Pensions

At the request of a Member, Pensioner or Reversionary Beneficiary, or their legal personal representative, as may be applicable and subject to the SIS Act and the Superannuation Conditions, the Trustee may:

- (a) convert any pension whether an allocated pension or any other type of pension to an account based pension or any other pension permitted to be commenced under the SIS Act and any such pension may be so converted with or without commuting the pension that is being converted.
- (b) cease payment of a pension;
- (c) return the remainder of any pension account balance or other permissible benefit amounts to the Member's accumulation account for the purposes of commencing a new pension or other permissible benefit;
- (d) merge, consolidate or commute one or more pension streams, pension account balances or other permissible benefit amounts into the Member's accumulation account or accounts;
- (e) take such other action as may be necessary or desirable as determined by the Trustee to give full effect to this provision.

**REFERENCE SCHEDULE**

Name of Fund:-

MAILER D AND J SUPERANNUATION FUND

Parties:-

(a) Trustee(s):-

MAILER, DANIEL ROSS  
5 Peachester Crt  
DECEPTION BAY QLD 4508

MAILER, JULIE MARIE  
5 Peachester Crt  
DECEPTION BAY QLD 4508

(b) Initial Member(s):-

MAILER, DANIEL ROSS  
5 Peachester Crt  
DECEPTION BAY QLD 4508

MAILER, JULIE MARIE  
5 Peachester Crt  
DECEPTION BAY QLD 4508

(c) Principal Employer (if any):-

Mailer Property Group Pty Ltd  
A.C.N. 104 912 281  
5 Peachester Crt  
DECEPTION BAY QLD 4508

Executed as a deed on the date appearing on page 1.

Signed Sealed and Delivered by  
MAILER, DANIEL ROSS  
in their capacity as Trustee  
in the presence of:

  
.....  
Witness (Signature)

  
.....  
MAILER, DANIEL ROSS

REBECCA BAUDINO  
.....  
Print Name of Witness


Signed Sealed and Delivered by  
MAILER, JULIE MARIE  
in their capacity as Trustee  
in the presence of:


  
.....  
Witness (Signature)

  
.....  
MAILER, JULIE MARIE

REBECCA BAUDINO.  
.....  
Print Name of Witness

Signed Sealed and Delivered by  
MAILER, DANIEL ROSS  
in their capacity as Initial Member  
in the presence of:

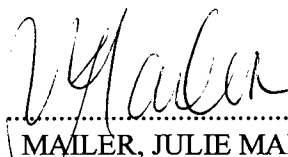
  
.....  
Witness (Signature)

  
.....  
MAILER, DANIEL ROSS

REBECCA BAUDINO.  
.....  
Print Name of Witness

Signed Sealed and Delivered by  
MAILER, JULIE MARIE  
in their capacity as Initial Member  
in the presence of:

  
.....  
Witness (Signature)

  
.....  
MAILER, JULIE MARIE

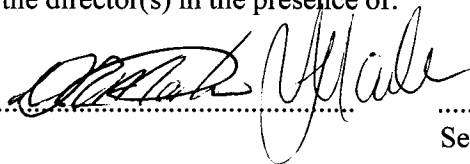
REBECCA BAUDINO  
.....  
Print Name of Witness

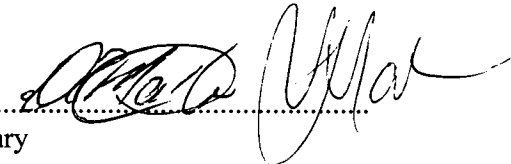
Executed as a deed on the date appearing on page 1.

Executed for and on behalf of

Mailer Property Group Pty Ltd  
A.C.N. 104 912 281

in its capacity as Principal Employer  
by authority of the director(s) in the presence of:

.....  
Director 

.....  
Secretary 

.....  
OR Sole Director and Secretary

**DEED OF AMENDMENT  
MAILER D AND J  
SUPERANNUATION FUND**

Drawn by:

**redchip lawyers**

Level 1 The Portal 1 Breakfast Creek Road  
NEWSTEAD QLD 4006  
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Email: redchip@redchip.com.au

Solicitors for:-

**Australian Company Incorporation Services Pty. Ltd.**

Level 1 The Portal 1 Breakfast Creek Road  
NEWSTEAD QLD 4006  
**FREECALL:** 1800 773 477  
**FREEFAX:** 1800 655 556  
Email: acis@acis.net.au



**THIS DEED** is made on the Deed Date.

**BETWEEN:** The parties named in Item 2 in the Schedule.

## **RECITALS**

- A. The Fund was established on the Establishment Date.
- B. Each Member is a member of the Fund.
- C. The Resigning Trustee wishes to resign as the Trustee of the Fund in accordance with the Resignation Clause.
- D. The parties wish to appoint the New Trustee as the Trustee of the Fund in accordance with the Appointment Clause.
- E. The parties wish to record the amendment in accordance with the terms of the Trust Deed and have entered into this Deed accordingly.

## **OPERATIVE PART:**

### **1. DEFINITIONS & INTERPRETATION**

#### **1.1 Definitions**

In this Deed, unless the context or subject matter requires otherwise:

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Appointment Clause** means the clause or provision of the Trust Deed authorising the appointment of a Trustee which is listed in Item 6 in the Schedule;

**Deed Date** means the date of this Deed specified in Item 1 in the Schedule;

**Establishment Date** means the date on which the Fund commenced or was established which is listed in Item 4 in the Schedule;

**Fund** means the superannuation fund described in Item 3 in the Schedule;

**Resignation Clause** means the clause or provision of the Trust Deed authorising the resignation of a Trustee which is listed in Item 5 in the Schedule;

**Trust Deed** means the deed establishing the Fund, as amended, varied, novated or supplemented from time to time and includes all documents or instruments made prior to the Deed Date and effecting such amendments.

#### **1.2 Interpretation**

- (a) Each party to this Deed will be referred to in this Deed by the description against their name in Item 2 in the Schedule.
- (b) In the interpretation of this Deed, unless the context or subject matter require otherwise, references to:

- (i) **singular** words include the **plural** and vice versa;
  - (ii) any **gender** include every gender;
  - (iii) a **person** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns;
  - (iv) **writing** include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
  - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
  - (vi) **months** mean calendar months;
  - (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
  - (viii) **sections** of statutes or terms defined in statutes are to corresponding sections or defined terms in amended, consolidated or replacement statutes;
  - (ix) an **agreement** or **document** (including the Trust Deed and this Deed) mean that agreement or document as amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
  - (x) a **party** include that party's executors, administrators, substitutes, successors and assigns;
  - (xi) **clauses** or **schedules** are references to the clauses or schedules of this Deed.
- (c) The following rules apply unless the context or subject matter require otherwise:
- (i) **headings** are used for convenience only and will be disregarded in the interpretation of this Deed;
  - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
  - (iii) if a word or phrase is given a **defined meaning in the Trust Deed**, that word or phrase will have the same meaning in this Deed unless another meaning is given in this Deed.

## 2. RESIGNATION AND APPOINTMENT

### 2.1 Resignation

The Resigning Trustee resigns as the Trustee of the Fund with effect from the Deed Date in accordance with the Resignation Clause.

### 2.2 Appointment

In accordance with the Appointment Clause, and with the consent of the New Trustee and of the parties to this Deed, the New Trustee is appointed as the Trustee of the Fund with effect from the Deed Date.

### 2.3 Confirmation

- (a) The parties agree and declare that the New Trustee will, from the Deed Date, hold the property of the Fund as the Trustee of the Fund upon the same trusts, powers, discretions and obligations as those contained and conferred under the Trust Deed.

- (b) The New Trustee accepts the appointment and agrees and declares that it will undertake and carry out the trusts and exercise the rights, powers, privileges and discretions and that it will observe and be bound by the restrictions and limitations imposed upon the Trustee of the Fund as set out in the Trust Deed.
- (c) The New Trustee confirms and acknowledges that the New Trustee has read the terms and conditions in the Trust Deed and fully understands the duties and obligations of a Trustee under the Trust Deed and the Relevant Law.

### **3. MISCELLANEOUS**

The parties confirm that the Trust Deed, other than to the extent that it has been amended or varied in accordance with this Deed remains in full force and effect.

### **4. SECRETARIAL**

The parties will promptly do all acts, matters and things necessary to give effect to the provisions of this Deed.

### **5. LIMIT ON AMENDMENTS**

Regardless of anything contained in this Deed to the contrary, this Deed does not and will not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the Deed Date.

### **6. SEVERANCE**

This Deed will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable or not permitted or required by the Act or results in a re-settlement of the Fund:

- (a) that provision will, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation;
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability; or
- (c) that provision will, be read down or severed to the extent that it may be necessary to ensure that it does not result in a re-settlement of the Fund.

**SCHEDULE**

- Item 1. **Deed Date:** 29, 06, 12
- Item 2. **New Trustee:** ISOAR CUSTODIANS PTY LTD ACN 159 279 142  
5 PEACHESTER COURT  
DECEPTION BAY QLD 4508
- Resigning Trustee:** DANIEL ROSS MAILER  
5 PEACHESTER COURT  
DECEPTION BAY QLD 4508
- JULIE MARIE MAILER  
5 PEACHESTER COURT  
DECEPTION BAY QLD 4508
- Member:** DANIEL ROSS MAILER  
JULIE MARIE MAILER
- Item 3. **Fund:** MAILER D AND J SUPERANNUATION FUND established  
by the Trust Deed on the Establishment Date.
- Item 4. **Establishment Date:** 27/10/2011
- Item 5. **Resignation Clause:** CLAUSE 10.8(a)(iii)
- Item 6. **Appointment Clause:** CLAUSE 10.9(a)



Executed as a Deed.

**EXECUTED AS A DEED** by ISOAR )  
CUSTODIANS PTY LTD ACN 159 279 142 as )  
the New Trustee. )



\_\_\_\_\_  
DANIEL ROSS MAILER  
Director



\_\_\_\_\_  
JULIE MARIE MAILER  
Director

**SIGNED SEALED AND DELIVERED** by )  
DANIEL ROSS MAILER as a party to this )  
Deed and in each capacity listed for him/her in )  
Item 2 in the Schedule in the presence of: )



\_\_\_\_\_  
DANIEL ROSS MAILER



Witness: \_\_\_\_\_  
Name (printed): Mary Ireland.

**SIGNED SEALED AND DELIVERED** by JULIE )  
MARIE MAILER as a party to this Deed and in )  
each capacity listed for him/her in Item 2 in the )  
Schedule in the presence of: )



\_\_\_\_\_  
JULIE MARIE MAILER



Witness: \_\_\_\_\_  
Name (printed): Mary Ireland



**CHARTERED ACCOUNTANT**

**Business Focused Solutions**

A.B.N. 16 230 504 491  
 PO Box 354, ASPLEY QLD 4034  
 Phone (07) 3263 5200 Fax (07) 3263 4830

Daniel And Julie  
 Mailer D And J Superannuation Fund  
 PO Box 414  
 REDCLIFFE QLD 4020

**Tax Invoice**  
**182990**  
 Ref: MAIL0015  
 26 July, 2012

Description	Amount
Professional Services Rendered Preparation of Deed of Amendment *	330.00

**Terms: Strictly Seven Days** **AMT Due \$ 330.00**  
 The Amount Due Includes GST of \$30.00  
 \* Indicates Taxable Supply  
**Refer to our Terms of Trade on our website [www.taxonline.com.au](http://www.taxonline.com.au)**  
**REMINDER - TAX RETURNS AND BAS'S WILL NOT BE LODGED UNTIL PAYMENT OF INVOICE**

<b>Remittance Advice.</b>		Invoice: 182990
Mailer D And J Superannuation Fund		Ref: MAIL0015
*Cheque	*Cash	26 July, 2012
*M/card & VISA Only		
*Direct Deposit - please use Invoice No. as your REFERENCE		
<b>Senrico Pty Ltd --- BSB 484 799 Acc 167 066 970</b>		<b>Amt Due: \$ 330.00</b>
Card No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Validation No. <input type="text"/>
Cardholder .....	Signature .....	Expiry Date ...../.....

## C - Other Documents

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Not Started

### Supporting Documents

No supporting documents

### Standard Checklist

- Attach copy of any SOAs issued during the Financial Year
- Attach copy of Investment Strategy
- Attach signed Engagement Letter
- Attach signed Trustee Representation Letter
- Attach Trustee Minutes prepared during the year



# D - Pension Documentation

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Not Started

## Supporting Documents

- Transfer Balance Account Summary [Report](#)

## Standard Checklist

- Attach Actuarial Certificate
- Attach documentation supporting any pensions commenced during the financial year
- Attach documentation supporting any pensions commuted during the financial year
- Ensure correct Transfer Balance Account Reports have been lodged with the ATO

**Mailer D And J Superannuation Fund**

**Transfer Balance Account Summary**

For The Period 01 July 2020 - 30 June 2021

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Member	Pension Type	Date	Lodgment Date	Transaction Type	Event Type	Debit	Credit	Balance	Cap Limit	Remaining Cap
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Daniel Mailer

Julie Mailer

# E - Estate Planning

2021 Financial Year

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**Preparer** Thomas Nasmyth

**Reviewer** Sam Greco

**Status** Not Started

## Supporting Documents

No supporting documents

## Standard Checklist

- Attach Death Benefit Nominations (if applicable)
- Attach Life Insurance Policies (if applicable)
- Attach Reversionary Pension documentation (if applicable)
- Attach SMSF Will (if applicable)
- Review current Estate planning to ensure it matches wishes of members