

## Application for Membership

**Name of Fund:** KREEDA SUPERANNUATION FUND

**Member's Name:** PRAKASH, DEEPAK

(Minor's Name if on behalf of minor)

**Address:**

18 BEARCAT COURT

BRAY PARK QLD 4500

**Date of Birth:** 14/06/1975

**Occupation:**

**Telephone:**

**Fax:**

**Tax File Number:**

**Contributing Employer(s):**

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)

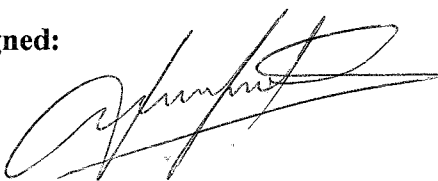
I understand that my membership is subject to terms and conditions specified in the Trust Deed governing the Fund.

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:**

- (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.

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

## 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

## 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			
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	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
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	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			

## 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

## 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)			

## **Product Disclosure Statement**

### **KREEDA 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:** PRAKASH, DEEPAK

**Address of Member:**

18 BEARCAT COURT  
BRAY PARK QLD 4500

**Contact Details of Member:**

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

PRAKASH, DEEPAK  
18 BEARCAT COURT  
BRAY PARK QLD 4500

NAIDU, KRISHNAVENI ADIKESHAVALU  
18 BEARCAT COURT  
BRAY PARK QLD 4500



### **Unrestricted Non-Preserved Benefits**

Benefits that are generally rolled over from another superannuation fund which could have been cashed previously. These benefits can be paid to you at any time.

### **Restricted Non-Preserved Benefits**

Benefits that are not preserved but which cannot be cashed until you leave service with your current employer or are otherwise eligible to take a benefit from the Fund. See below- Conditions of release.

### **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

A transition to retirement pension allows Members who are still in the workforce to access their superannuation without having to retire or leave their job.

### **Conditions of release**

Conditions of release are the events you need to satisfy to withdraw Benefits.

Preserved benefits and restricted non-preserved benefits may be paid out for the following reasons:

#### **Retirement**

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

#### **For people aged less than 60**

A Member who is aged less than 60 who has reached their preservation age, retires when the arrangement under which they were gainfully employed ceases and the Member does not intend to be gainfully employed for at least 10 hours a week, in the future.

#### **When a Member reaches 60**

When the Member has reached 60 years of age, their retirement occurs when an arrangement under which they were gainfully employed ceased on or after they reached age 60 or the Member does not intend to be gainfully employed on a full-time or part-time basis. There are no 'cashing restrictions' for retirement.

#### **For Members aged 60 or more**

If a Member who is aged 60 or more gives up one employment arrangement but continues in another employment relationship, they may cash all preserved and restricted non-preserved benefits accumulated up until that time however they cannot cash any preserved or restricted non-preserved benefits accumulated after that condition of release occurs. They can't cash those benefits until a fresh condition of release occurs. If a Member aged 60 or more starts a new employment arrangement after satisfying a condition of release, such as retirement from a previous employment arrangement at or after age 60, benefits related to the new employment remain preserved until a further condition of release is satisfied.

### **Transition to retirement (attaining preservation age)**

If you are under the age of 65 and have reached preservation age, but remain gainfully employed on a full-time or part-time basis, you may access your preserved benefits and restricted non-preserved benefits as a non-commutable pension. See later in this PDS.

### **Terminal illness or injury**

If you have a terminal medical condition and two medical professionals certify that the condition is likely to result in your death in the next 12 months, the Trustees may pay you a lump sum benefit.

### **Rollovers and transfers**

Generally, rollovers or transfers to other super funds don't require a condition of release to be satisfied. However, money rolled over from an employer into a super fund (before 1 July 2007) is preserved and can only 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.

### 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 will be account-based.

### Minimum annual payments for super 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 super 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 for the 2008-09 and 2009-10 years for certain pensions and annuities*	Minimum % withdrawal (in all other cases)*
Under 65	2%	4%
65-74	2.5%	5%
75-79	3%	6%
80-84	3.5%	7%
85-89	4.5%	9%
90-94	5.5%	11%
95 or more	7%	14%

\* The reduction in the minimum payment amounts for the 2008-09 and 2009-10 years applies only to account-based pensions and various other annuities and pensions.

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.

- 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.

### **Maximum amount of superannuation that can be accessed by Members receiving a transition to retirement pension**

There is no specific limit on the amount of a superannuation benefits that may be drawn down as a transition to retirement pension, however, no more than 10% of the account balance, as at the start of the financial year, may be paid each year.

## **CONTRIBUTIONS**

There are a number of terms explained:

### **Concessional Contributions**

Concessional contributions are 'before-tax' contributions. They are usually tax deductible if tax laws are complied with. The concessional contributions include:

- Super Guarantee (SG) contributions (also known as "mandated employer contributions"). These are the before-tax minimum level of superannuation contributions that an employer must contribute for eligible employees. In the 2010–11 Federal Budget, the Government announced that the superannuation guarantee (SG) rate will gradually increase from 9% (the applicable rate until 30 June 2011) to 12% between 1 July 2013 and 1 July 2019. Also the SG age limit will be raised from 70 to 75 on 1 July 2013.
- Contributions to reduce the employer's potential liability to the Superannuation Guarantee Charge;
- Superannuation guarantee shortfall components, that is, Superannuation Guarantee Charge payments sent to a fund from the Australian Taxation Office (ATO) after the Tax Office has obtained payment of the charge from the employer;
- Contributions made in order to satisfy an obligation under an industrial award or agreement; and
- Payments to a fund from the Superannuation Holding Accounts Reserve - this relates to small superannuation accounts.
- Employer contributions made under a salary sacrifice arrangement
- Personal contributions claimed as a tax deduction by a self-employed person
- Personal contributions claimed as a tax deduction that meet eligibility rules.

The non-concessional cap for an income year is a multiple of the concessional contributions cap. The new indexed amount is generally available each February.

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. If you brought forward your contributions in 2007-08, it would be  $3 \times \$150,000 = \$450,000$ .

Contributions in excess of the transitional limits made on or after 7 December 2006 are subject to the tax on the excess unless it is a genuine inadvertent breach. See later in this PDS.

#### **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 \$1 million (indexed). The \$1 million exemption may include up to \$500,000 of capital gains that are disregarded under the capital gains tax (CGT) retirement exemption and proceeds from the disposal of assets that qualify for the CGT 15-year exemption. The latter includes pre-CGT assets, assets on which there is no capital gain or loss, and assets disposed of after the permanent disablement of the owner. The proceeds from a settlement for an injury resulting in permanent disablement are also exempt.

#### **CGT cap amount**

Under the CGT cap, you can during your lifetime exclude non-concessional super contributions from the on-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
2010-11	\$1,155,000
2009-10	\$1.1 million
2008-09	\$1.045 million
2007-08	\$1 million

The CGT cap amount is indexed in line with AWOTE, in increments of \$5,000 (rounded down).

#### **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 super 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
2010-11	\$160,000
2009-10	\$150,000

pay excess contributions tax if you make contributions to your super which exceed a contributions cap. Not understanding how the law would apply to you - including getting incorrect professional advice - and exceeding a cap unintentionally is also generally not a special circumstance.

### **How do I apply to have contributions disregarded or allocated to another financial year?**

To have all or part of your concessional or non-concessional contributions disregarded or allocated to another financial year for the purposes of the excess contributions tax, you must apply to us within 60 days of receiving an excess contributions tax assessment.

Your application must include information about the special circumstances that caused you to exceed the contributions cap and evidence of your claims where possible. This may include showing:

- that you could not have reasonably known the contribution would exceed the cap
- how much control you had over the amount of the contribution and when it was made, including the terms of any agreement you had with the contributor (for example, your employer)
- that it is more appropriate to allocate the contribution to another income year (for example, if the contribution relates to a prior income year)
- that your contribution was made to accumulate super gradually over time rather than to avoid paying tax
- any other information you feel is relevant.

### **What happens if an amount is disregarded or reallocated?**

The ATO will advise you in writing of its decision and, where required, amend your excess contributions tax assessment to reflect our decision. Your fund does not re-report your contributions if the ATO decide to disregard or reallocate an amount. The ATO's decision does not alter your eligibility:

- for a co-contribution
- to claim a deduction for personal contributions.

## **Acceptance of Contributions**

### **Mandated Employer Contributions**

The law allows funds to accept mandated employer contributions at any time. This means Trustees may accept mandated employer contributions for a person regardless of the age of the person or the number of hours they work.

### **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.

### **Member 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.

phases down) will also be frozen for the 2010-11 and 2011-12 years. Changes for the 2011-12 year must receive royal assent and assuming they become law you can use the table below (2009-10) and for the 2010-11 year.

**Contributions made from 1 July 2009 to 30 June 2011**

	If your personal super contribution is:			
	\$1,000	\$800	\$500	\$200
<b>And your income is:</b>	<b>Your super co-contribution will be:</b>			
\$31,920 or less	\$1,000	\$800	\$500	\$200
\$34,921	\$900	\$800	\$500	\$200
\$37,921	\$800	\$800	\$500	\$200
\$40,921	\$700	\$700	\$500	\$200
\$43,922	\$600	\$600	\$500	\$200
\$46,922	\$500	\$500	\$500	\$200
\$49,922	\$400	\$400	\$400	\$200
\$52,922	\$300	\$300	\$300	\$200
\$55,923	\$200	\$200	\$200	\$200
\$58,923	\$100	\$100	\$100	\$100
\$61,920	\$0	\$0	\$0	\$0

**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

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. SMSFs are prohibited from borrowing money except in some 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(4A) 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 and SMSFR 2009/2.

### **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.



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.

### **Contributions**

Concessional contributions are taxed at 15% in the Fund. Non-concessional (after tax) contributions are not taxed in the Fund.

Contributions to the fund for an employee can be claimed by an employer as tax deductible. Self-employed persons generally may also claim a tax deduction however there are taxation rules as to the meaning of self-employed and if your income as an employee is 10% or less than all your income (including reportable fringe benefits) then you may qualify as a self employed person.

### **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 for example, the 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.

In the 2010–11 Federal Budget, the Federal Government announced it will provide a new super contribution tax rebate of up to \$500 annually for low-income earners from the 2012–13 income year. This is to apply to concessional contributions (including employer contributions) made by or for individual Members with adjusted taxable incomes of up to \$37,000 (not indexed).