

# **Deed of Appointment for a Self-Managed Superannuation Fund**

for

## **The D & M Gibson Superannuation Fund**

3 Vista Grove  
MOUNT NASURA WA 6112  
Tel: 0893992556  
gibsontas@iinet.net.au

Level 6  
140 William Street  
Melbourne VIC 3000  
Tel: 03 9288 0555  
Fax: 03 9288 0666  
info@maddocks.com.au  
www.maddocks.com.au

**Parties**

**Dean Allan Gibson** in the capacity of Fund member of 65 Colonial Bvd

Baldivis, WA, 6171

and **Melissa Louise Gibson** in the capacity of Fund member of 65 Colonial Bvd

Baldivis, WA, 6171

and **Allan Trevor Gibson** in the capacity of Fund member of 3 Vista Grove

MOUNT NASURA, WA, 6112

and **Helen Anna Gibson** in the capacity of Fund member of 3 Vista Grove

MOUNT NASURA, WA, 6112

**(Members)**

**Dean Allan Gibson** in its capacity as the Fund trustee of 65 Colonial Bvd

Baldivis, WA, 6171

**(Continuing Trustee)**

and **Melissa Louise Gibson** in its capacity as the Fund trustee of 65 Colonial Bvd

Baldivis, WA, 6171

**(Continuing Trustee)**

**Allan Trevor Gibson** of 3 Vista Grove

MOUNT NASURA, WA, 6112

**(New Trustee)**

and **Helen Anna Gibson** of 3 Vista Grove

MOUNT NASURA, WA, 6112

**(New Trustee)**

## **Background**

1. The fund was established by the original deed.
2. The continuing trustees are the fund's trustees. The members are the fund's only members.
3. Under clause 183 of the original deed the continuing trustees wish to appoint the new trustees as the fund's trustees.
4. The fund's trustees may retire as the fund's trustees by providing written notice to the fund's members.
5. The parties wish to enter this deed to give effect to their common intentions.

## **This Deed witnesses**

### **The parties confirm the fund's history**

1. The parties confirm that:
  - the fund was established on 24/08/2012 by the original deed;
  - the continuing trustees are the fund's trustees;
  - the members are the fund's only members.

### **Appointment of new trustees**

2. Under clause 183 of the original deed the continuing trustees appoint the new trustees as the fund's trustees from the close of business on the date of this deed.
3. The new trustees must act for all purposes as the fund's trustees in accordance with the original deed's terms.

### **New trustees accept appointment**

4. From the close of business on the date of this deed, the new trustees:
  - accept their appointment as the fund's trustees;
  - agree to be bound by the original deed, as varied by this deed; and
  - undertake all the obligations of the fund's trustees.

### **Compliance with original deed**

5. The parties agree that in signing this deed all relevant requirements of the original deed have been met, including any requirements of a party or parties to provide written notice.
6. The parties do not consider that this deed:
  - will reduce or adversely affect a member's right to entitlements accrued before the date of this deed; or
  - will reduce the amount of any other entitlement (whether or not it is currently payable) originating before the date of this deed;
7. Furthermore, the parties do not consider that this Deed will allow any further amendments to the Governing Rules that will have the effect of:
  - unless the fund's trustee is and remains a corporation, altering the fund's purpose so that it is no longer solely or primarily the provision of old age pensions under superannuation law; or
  - unless the fund's sole or primary purpose is to provide old age pensions to members, allowing any person except a corporation to be appointed a Fund trustee.

### **Compliance with superannuation law**

8. The parties agree that, in signing this deed, all relevant requirements of superannuation law have been met.
9. As required by superannuation law, the parties will notify the fund's members of the effect of this deed.

### **Interpretation**

10. Unless the context otherwise requires, the words defined in the original deed have the same meaning wherever they appear in this deed.
11. A reference in this deed to the singular includes the plural and vice versa.
12. If a party consists of more than one person, this deeds binds them jointly and each of them severally.
13. In this deed, unless expressed or implied to the contrary:

**Deed** means this Deed of for a Self-Managed Superannuation Fund.

**Fund** means the trust known as 'The D & M Gibson Superannuation Fund' established by the original deed.

**Governing Rules** has the same meaning as in the *Superannuation Industry (Supervision) Act 1993*.

**Original deed** means the document entitled The D & M Gibson Superannuation Fund made on 24/08/2012

**Retire** includes retire, resign, vacate or any other term or phrase which means and gives effect to the retiring trustees ceasing to hold the office of fund trustee.

**Superannuation law** means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Taxation Office, Australian Prudential Regulatory Authority, Australian Securities and Investments Commission or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

**Execution**

Executed as a deed.

Dated: 10 June 2013

Signed sealed and delivered by Dean Allan Gibson, in the capacity of trustee, in the presence of:

*Belinda*

Signature of witness

*[Signature]*

Dean Allan Gibson

BELINDA LORD

Name of witness (please print)

Signed sealed and delivered by Melissa Louise Gibson, in the capacity of trustee, in the presence of:

*Belinda*

Signature of witness


*[Signature]*

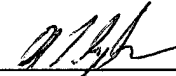
Melissa Louise Gibson

BELINDA LORD

Name of witness (please print)


Signed sealed and delivered by Allan Trevor Gibson in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Allan Trevor Gibson

*Dean Allan Gibson*  
\_\_\_\_\_  
Name of witness (please print)

Signed sealed and delivered by Helen Anna Gibson in the presence of:

  
\_\_\_\_\_  
Signature of witness

*H.A. Gibson*  
\_\_\_\_\_  
Helen Anna Gibson

*Sharon Phillips*  
\_\_\_\_\_  
Name of witness (please print)

Signed sealed and delivered by Dean Allan Gibson, in the capacity as member, in the presence of:

*Belinda*  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Dean Allan Gibson

*BELINDA LORD*  
\_\_\_\_\_  
Name of witness (please print)

Signed sealed and delivered by  
Melissa Louise Gibson, in the capacity as  
member, in the presence of:



\_\_\_\_\_  
Signature of witness

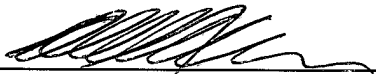


\_\_\_\_\_  
Melissa Louise Gibson

BELINDA LORD

Name of witness (please print)

Signed sealed and delivered by  
Allan Trevor Gibson, in the capacity as  
member, in the presence of:



\_\_\_\_\_  
Signature of witness



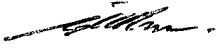
\_\_\_\_\_  
Allan Trevor Gibson

Dean Allan Gibson

Name of witness (please print)



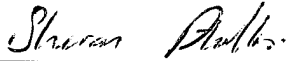
Signed sealed and delivered by  
Helen Anna Gibson, in the capacity as  
member, in the presence of:



\_\_\_\_\_  
Signature of witness



\_\_\_\_\_  
Helen Anna Gibson



\_\_\_\_\_  
Name of witness (please print)

# The D & M Gibson Superannuation Fund

## Minutes of the Meeting of the New Trustee

<b>Venue</b>	Unit 15, 3 Benjamin Way Rockingham
<b>Date</b>	10/06/2013
<b>Present</b>	Dean Allan Gibson, Melissa Louise Gibson, Allan Trevor Gibson, Helen Anna Gibson
<b>Chair</b>	Dean Allan Gibson

Appointment as trustees of The D & M Gibson Superannuation Fund

1. **Agreed** that Dean Allan Gibson is the chair of the meeting.
2. **Noted** by those present that:
  - a deed entitled 'Deed of Appointment for a Self-Managed Superannuation Fund' has been tabled;
  - the deed, among other things appoints Allan Trevor Gibson, Helen Anna Gibson as trustees of The D & M Gibson Superannuation Fund
  - it is the intention of those present that the new trustees consent to their appointment as the fund's trustees by approving the deed's form and executing the deed;
  - that an application for membership had been received from Allan Trevor Gibson and Helen Anna Gibson;
3. **Resolved** by those present that:
  - the deed's form be approved;
  - the deed be executed by the trustee signing the document in accordance with section 127(2) of the Corporations Act 2001;
  - the membership applications be approved;
  - the members be advised;
  - that information be given to the members that the trustees reasonably believe the members would reasonably need for the purpose of understanding the main features of the fund; the management and financial condition of the fund; and the investment performance of the fund.


### Interpretation of terms

4. **Resolved** by those present that:
  - words and phrases and rules of interpretation used in the deed have the same meaning and application in these minutes of the meeting.

There being no further matters to discuss, the meeting was closed.

### Signed as a true record of the meeting

Chair:

  
Dean Allan Gibson

Date:

10/06/2013

# The D & M Gibson Superannuation Fund

## Individual Trustee Declarations

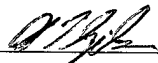
I make the following declarations:

- I have not been 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.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date:

14 June 2013

Signed:



Allan Trevor Gibson

**Trustee**

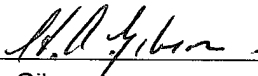
# The D & M Gibson Superannuation Fund

## Individual Trustee Declarations

I make the following declarations:

- I have not been 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.
- I have not had a civil penalty order made against me under the *Superannuation Industry (Supervision) Act 1993*.
- I am not an insolvent under administration.
- I have not been disqualified under section 120A of the *Superannuation Industry (Supervision) Act 1993*.

Date: 14. June 2013.

Signed:   
Helen Anna Gibson  
**Trustee**

## The D & M Gibson Superannuation Fund

### Consent to Appointment as Trustee

I consent to being appointed a trustee of the The D & M Gibson Superannuation Fund.

Date: 14 June 2013

Signed:   
Allan Trevor Gibson

## The D & M Gibson Superannuation Fund

### Consent to Appointment as Trustee

I consent to being appointed a trustee of the The D & M Gibson Superannuation Fund.

Date: 14 June 2013 .

Signed: H.A. Gibson  
Helen Anna Gibson

## Application to become a Member

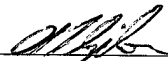
This Application Form contains undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

### Part 1 Application and undertakings

- I apply to become a member of this fund under the trust deed.
- I make each of the following undertakings:
  - I am not in an employment relationship with another member.
  - I am not a disqualified person under superannuation law from being a trustee of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a trustee of the fund.
    - Any information in relation to my medical condition.
- I will act as a trustee of the fund.
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name	Allan Trevor Gibson
Applicant address	3 Vista Grove MOUNT NASURA, WA, 6112
Applicant occupation	Director
Date of birth	04/02/1977
Applicant place of birth	Subiaco

Date: 14/6/13 Signed by the applicant:   
Allan Trevor Gibson

Annexure A

## Product Disclosure Statement

### The D & M Gibson Superannuation Fund

10 June, 2013

Allan Trevor Gibson

3 Vista Grove

MOUNT NASURA, WA, 6112

***Here you need to attach a copy of the Product Disclosure Statement in Schedule 6 to the Deed.***



## Product Disclosure Statement – Schedule 1

### Definitions

Where a term is capitalised in this PDS, the meaning is either explained below or is explained in the trust deed:

**Accumulation Account** means the account established for you by the trustee. Each member of the fund has an Accumulation Account, into which are paid that member's contributions or contributions made on behalf of that member, as well as other amounts specific to that member (such as the proceeds of an insurance policy taken out by the trustee for your benefit).

**Annuity** means what it means under superannuation law. Essentially, it refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier who undertakes to pay you an income for a specified time. Unlike a pension, the capital disappears when you purchase the annuity and you receive a contractual right to receive income.

**Commute** refers to when a right to receive a **regular payment** (like pension or annuity payments) is converted into the right to receive a **lump sum payment**.

**Dependant** – in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Pension** refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier, who invests the lump sum, manages that investment, and pays you a regular income from the proceeds of those investments. As well as paying you the proceeds of the investments, the financial product supplier may include in your payments part of the initial capital you contributed.

**Pension Dependant** means a dependant of a member to whom a pension may be paid on the member's death, as defined by regulation 6.21(2A) of the SIS Regulations.

**Preservation Age** means what it means under superannuation law. Essentially it is the minimum age after which your benefit arising from a preserved payment may be paid to you. Those ages are set out in paragraph 9 above.

**Preserved Payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Retirement** occurs:

- if you have reached a Preservation Age less than 60, and
  - an arrangement under which you were gainfully employed comes to an end; and
  - the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time); or

- if you have reached age 60 and an arrangement under which you were gainfully employed has come to an end and either of the following circumstances apply;
  - you have attained that age on or before ending employment; or
  - the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time).

**Superannuation Contributions Surcharge** means an amount which you may be liable to pay if your taxable income is greater than the relevant superannuation surcharge level for a year of income.

## Application to become a Member

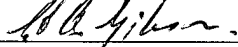
This Application Form contains undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

### Part 1 Application and undertakings

- I apply to become a member of this fund under the trust deed.
- I make each of the following undertakings:
  - I am not in an employment relationship with another member.
  - I am not a disqualified person under superannuation law from being a trustee of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a trustee of the fund.
    - Any information in relation to my medical condition.
- I will act as a trustee of the fund.
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name	Helen Anna Gibson
Applicant address	3 Vista Grove MOUNT NASURA, WA, 6112
Applicant occupation	Bookkeeper
Date of birth	20/04/1954
Applicant place of birth	Perth

Date: 14 June 2013 Signed by the applicant:   
Helen Anna Gibson

Annexure A

## Product Disclosure Statement

### The D & M Gibson Superannuation Fund

10 June, 2013

Helen Anna Gibson

3 Vista Grove

MOUNT NASURA, WA, 6112

***Here you need to attach a copy of the Product Disclosure Statement in Schedule 6 to the Deed.***