




**CLOSING REPORT    TMG**
**End client                    JARRA SUPERANNUATION FUND**
**Period                            30/06/2022**
**Executive Summary**

 2022 Financial statement  
 2022 Tax return

**Done**

2022 Financial statement	Software: BGL360
2022 Tax return	Software: HandiTax

**Output Documents**

<b>Name</b>	<b>Type</b>	<b>Comments</b>
Full Report	.pdf	with cross reference
FS & ITR (non-ref)	.pdf	
General Ledger	.pdf	
Clients & Returns	.22d	

**Preparation Comments**
**KEY ASSUMPTIONS MADE:**
**OTHER COMMENTS:**

*Please be noted that we no longer put any EFT information into the EFT field of tax return to follow our data protection policy. Please kindly put the correct current EFT information at your end before lodgment.*

**MISSING DOCUMENTS:**

ODYSSEY ODYSSEY ODYSSEY  
Odyssey Odyssey Odyssey  
Odyssey Odyssey Odyssey



# A. CLIENT INSTRUCTIONS



**Vietnam Operations Centre**

7th and 8th Floors, BlueSky Tower, Saigon Airport Plaza,  
No. 1, Bach Dang street, Ward 2, Tan Binh District, Ho Chi Minh City,  
Vietnam

Tel: +84 (0)8 3547-4488 Fax: +84 (0)8 3547 2234

info@odyssey-resources.com

www.odyssey-resources.com

**A1**

## Jarra Super Fund 2022

See Attached Job Sheet for new members & Trustee



## Jarra Super Fund 2022

### JOB INFORMATION

Job name: Jarra Super Fund 2022  
Financial year(s): 2022  
Division: SMSF - Superfund  
Contacts on Job: nickv@thematadorgroup.com.au

### WORK DESCRIPTION

Job type: F return  
Required date: 2023-02-28

### OTHER INFORMATION

Software: BGL Desktop, HandiTax  
**Significant client events in the year or any other comments:**  
See Attached Job Sheet for new members & Trustee



**SMSF**

---

**From:** Nicholas Valassakis <NickV@thematadorgroup.com.au>  
**Sent:** Thursday, 16 February 2023 12:02 PM  
**To:** SMSF  
**Subject:** RE: TMG: Jarra Super Fund 2022 - Email 1 - Job Confirmation email

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Yes please

Kind Regards,  
**Nicholas Valassakis**  
**Director**



Suite 10, Montague Corporate Park  
205 Montague Road, West End, Brisbane, QLD, Australia.

PO Box 3249, South Brisbane BC QLD 4101  
**M.** 0413 826044  
**International.** +61 413 826 044  
**E.** NickV@thematadorgroup.com.au  
**W.** www.thematadorgroup.com.au

Liability limited by a scheme approved under Professional Standards Legislation

NOTICE: This email (including any files transmitted with it) is intended only for the addressee and contains information that is privileged and confidential. If you are not the intended recipient of this email you are hereby notified that you must not disseminate or use this information in any way. If you have received this email in error please notify the sender immediately.

Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of The Matador Group.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The Matador Group accepts no liability for any damage caused by any virus transmitted by this email.

**From:** SMSF <smf@odyssey-resources.com>  
**Sent:** Thursday, February 16, 2023 2:01 PM  
**To:** Nicholas Valassakis <NickV@thematadorgroup.com.au>  
**Subject:** RE: TMG: Jarra Super Fund 2022 - Email 1 - Job Confirmation email

Hi Nicholas,

Thanks for your email.

Regarding the above fund, we would like to check with you if this fund will also be processed on BGL360 as you've confirmed for Klinakis Family Super Fund 2022?

We look forward to hearing from you.

Kind regards,



**SMSF Administration Division**  
**Odyssey Accountants**  
Australian Accounting and Tax Outsourcing Specialists  
**Phone:** 1300 312 491  
[www.odyssey-resources.com](http://www.odyssey-resources.com)



*Check out our blog for the latest trends in Australian Accounting Outsourcing*



**From:** Nicholas Valassakis [<mailto:NickV@thematadorgroup.com.au>]  
**Sent:** Thursday, 16 February 2023 6:46 AM  
**To:** SMSF <[smsf@odyssey-resources.com](mailto:smsf@odyssey-resources.com)>  
**Subject:** RE: TMG: Jarra Super Fund 2022 - Email 1 - Job Confirmation email

Your website says that there are queries but none are not listed.

Kind Regards,  
**Nicholas Valassakis**  
**Director**



Suite 10, Montague Corporate Park  
205 Montague Road, West End, Brisbane, QLD, Australia.

PO Box 3249, South Brisbane BC QLD 4101

M. 0413 826044

International. +61 413 826 044

E. [NickV@thematadorgroup.com.au](mailto:NickV@thematadorgroup.com.au)

W. [www.thematadorgroup.com.au](http://www.thematadorgroup.com.au)

Liability limited by a scheme approved under Professional Standards Legislation

NOTICE: This email (including any files transmitted with it) is intended only for the addressee and contains information that is privileged and confidential. If you are not the intended recipient of this email you are hereby notified that you must not disseminate or use this information. If you have received this email in error please notify the sender immediately.

Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of The Matador Group.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The Matador Group accepts no liability for any damage caused by any virus transmitted by this email.

**From:** SMSF <[smsf@odyssey-resources.com](mailto:smsf@odyssey-resources.com)>

**Sent:** Tuesday, February 14, 2023 11:58 AM

**To:** Nicholas Valassakis <[NickV@thematadorgroup.com.au](mailto:NickV@thematadorgroup.com.au)>

**Subject:** TMG: Jarra Super Fund 2022 - Email 1 - Job Confirmation email

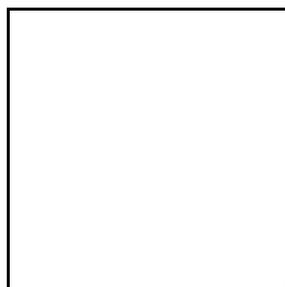
Dear Nicholas,

We wish to confirm receipt of the uploaded F return job: Jarra Super Fund 2022 with your requested completion date: Tuesday, Feb 28, 2023.

After we have reviewed the information provided, we will schedule staff onto the job and send you a separate Date Confirmation email to advise you of Odyssey's expected completion date, which might not be the same as your requested date.

Please do not hesitate to contact us should you have any further questions.

Kind regards,



**SMSF Administration Division**

**Odyssey Accountants**

Australian Accounting and Tax Outsourcing Specialists

Phone: 1300 312 491

[www.odyssey-resources.com](http://www.odyssey-resources.com)



*Check out our blog for the latest trends in Australian Accounting Outsourcing*

**SMSF**

---

**From:** Nicholas Valassakis <NickV@thematadorgroup.com.au>  
**Sent:** Friday, 17 February 2023 8:23 PM  
**To:** SMSF  
**Subject:** RE: The Matador Group - Welcome to MyBGL

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you.

Please proceed to migrating the funds to BGL360 & the 2022 processing.

Kind Regards,  
**Nicholas Valassakis**  
**Director**



Suite 10, Montague Corporate Park  
205 Montague Road, West End, Brisbane, QLD, Australia.

PO Box 3249, South Brisbane BC QLD 4101  
**M.** 0413 826044  
**International.** +61 413 826 044  
**E.** NickV@thematadorgroup.com.au  
**W.** www.thematadorgroup.com.au

## QUERY NOTIFICATION

**Client:** TMG  
**End Client:** Jarra Super Fund 2022  
**Year end:** 30/06/2022  
**Date:** 28/02/2023



No	Account	Description	Client response
1	Contribution	<p>Please confirm <b>\$15,216.38</b> and <b>\$2,237.00</b> in Contributions Breakdown Report attached were Employer contribution for Constantine Efstathis and Despo Efstathis this year respectively.</p> <p>Otherwise, please advise.</p> <p><i>(Please refer to attached file – page 1-4)</i></p>	<p>Confirmed for Despo. Constantine also included an amount of \$2703 for BAS payment. This was included in the journals provided. A summary of the contributions for Constantine is per the Contributions tab</p>
			<p><b>Employer contribution:</b>  <b>- Constantine: \$15,216.38 + \$2,703.00 = \$17,919.38</b>  <b>- Despo: \$2,237.00</b></p>
2	Rental Property	<p>Regarding 10/149 Colburn Avenue,  a/ There was \$52,478.87 Rent received (attached file - page 5). However, there was only \$17,640.20 Rent deposited on 13/07/2021. Please confirm that we should treat the variance amount as rent receivable. Otherwise, please advise.</p> <p><i>(Please refer to attached file – page 5)</i>  b/ Please provide us with valuation report.</p>	<p>NOTE in 2021 there was a prepayment of 12 months rent for 2022 which was treated as rental income. The amount paid during 2022 would be a prepayment for 2023 year. We also included calculations of the rental increases for processing</p>
3	88000	<p>There was \$35.00 remaining after offset \$32,684.73 withdrawn this year against Sundry creditors recorded prior year \$32,649.73.</p> <p>Please confirm whether we should treat <b>\$35.00</b> as Bank charge. Otherwise, please advise.</p> <p><i>(Please refer to attached file – page 6)</i></p>	<p>Yes</p>

## QUERY NOTIFICATION

**Client:** TMG  
**End Client:** Jarra Super Fund 2022  
**Year end:** 30/06/2022  
**Date:** 28/02/2023



No	Account	Description	Client response
4	Expenses	Please confirm if any <b>Admin expenses</b> to be recorded this year. If expenses in this year please provide tax invoice(s). Please also advise treatment (sundry creditor or non-concessional contribution) as we cannot find payment from the fund's bank account.	There were accounting & audit fees which were provided
5			
6			
7			
8			

## JARRA SUPERANNUATION FUND

## Contributions Breakdown Report

For The Period 01 July 2021 - 30 June 2022

## Summary

Member	D.O.B	Age (at 30/06/2021)	Total Super Balance (at 30/06/2021) *1	Concessional	Non-Concessional	Other	Reserves	Total
Efstathis, Constantine	Provided	44	138,600.62	15,216.38	0.00	0.00	0.00	15,216.38
Efstathis, Terry	Provided	60	302,987.16	0.00	0.00	0.00	0.00	0.00
Efstathis, Amy Margaret	Provided	36	0.00	0.00	0.00	0.00	0.00	0.00
Efstathis, Despo	Provided	77 *4	0.00	2,237.00	0.00	0.00	0.00	2,237.00
<b>All Members</b>				<b>17,453.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,453.38</b>

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

\*4 Members aged 75 or over generally can't accept non-mandated contributions. Only mandated employer contribution can be accepted.

## Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Efstathis, Constantine	Concessional (5 year carry forward cap available)	15,216.38	81,956.23	66,739.85 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Terry	Concessional (5 year carry forward cap available)	0.00	102,500.00	102,500.00 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Amy Margaret	Concessional (5 year carry forward cap available)	0.00	102,500.00	102,500.00 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Despo	Concessional	2,237.00	27,500.00	25,263.00 Below Cap
	Non-Concessional	0.00	0.00	Age 75 Or Above

## Carry Forward Unused Concessional Contribution Cap

Member	2017	2018	2019	2020	2021	2022	Current Position
--------	------	------	------	------	------	------	------------------

Efstathis, Constantine

Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	3,800.00	4,750.00	3,800.00	11,993.77	15,216.38	
Unused Concessional Contribution	0.00	0.00	20,250.00	21,200.00	13,006.23	12,283.62	
Cumulative Carry Forward Unused	N/A	N/A	0.00	20,250.00	41,450.00	54,456.23	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	45,250.00	66,450.00	81,956.23	66,739.85 Below Cap
Total Super Balance	0.00	80,163.44	86,286.26	93,676.58	114,644.94	138,600.62	

Efstathis, Terry

Concessional Contribution Cap	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	3,288.42	0.00	0.00	0.00	0.00	
Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	25,000.00	27,500.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	75,000.00	
Maximum Cap Available	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102,500.00	102,500.00 Below Cap
Total Super Balance	0.00	208,998.37	219,222.85	228,059.76	270,793.70	302,987.16	

Efstathis, Amy Margaret

Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	0.00	0.00	0.00	0.00	0.00	
Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	25,000.00	27,500.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	75,000.00	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102,500.00	102,500.00 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	0.00	0.00	

Efstathis, Despo

Concessional Contribution Cap	N/A	N/A	N/A	N/A	N/A	27,500.00	
Concessional Contribution	N/A	N/A	N/A	N/A	N/A	2,237.00	
Unused Concessional Contribution	N/A	N/A	N/A	N/A	N/A	25,263.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	N/A	0.00	
Maximum Cap Available	N/A	N/A	N/A	N/A	N/A	27,500.00	25,263.00 Below Cap
Total Super Balance	N/A	N/A	N/A	N/A	N/A	0.00	

**NCC Bring Forward Caps**

Member	Bring Forward Cap	2019	2020	2021	2022	Total	Current Position
Efstathis, Constantine	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Efstathis, Terry	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Efstathis, Amy Margaret	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Efstathis, Despo N/A 0.00 0.00 0.00 0.00 N/A Bring Forward Not Triggered

**Efstathis, Constantine**

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
02/07/2021	Ce Super CBA 068523	Employer	1,312.78									
18/10/2021	Ce Super CBA 068523	Employer	1,184.40									
18/01/2022	C Efstathis Super CBA 068523	Employer	1,381.80									
03/02/2022	Online M6267755401 Super for De VIC Pt Pharm	Employer	153.00									
26/04/2022	Ce Super CBA 068523	Employer	1,184.40									
14/06/2022	Constantine Efstathi Ce Super Ce Super	Employer	10,000.00									
<b>Total - Efstathis, Constantine</b>			<b>15,216.38</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>

**Efstathis, Despo**

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
09/12/2021	Online T1731256730 Super for De VIC Pt Pharm	Employer	890.00									
03/02/2022	Online M6267755401 Super for De VIC Pt Pharm	Employer	1,347.00									
<b>Total - Efstathis, Despo</b>			<b>2,237.00</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

---

17,453.38	0.00	0.00	0.00
-----------	------	------	------

---

ID No.	Src	Date	Memo	Debit	Credit	Net Activity	Ending Balance	Per Lease Agreement				
Apr-10 Shop 10 Pelicans Nest												
Beginning Balance:							\$0.00					
142	SJ	01/07/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$3,942.12		4,009.97			
143	SJ	01/08/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$7,884.24		4,009.97			
144	SJ	01/09/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$11,826.36		4,009.97			
145	SJ	01/10/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$15,768.48		4,009.97			
146	SJ	01/11/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$19,710.60		4,009.97			
147	SJ	01/12/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$23,652.72		4,009.97			
148	SJ	01/01/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$27,661.86		4,009.97			
149	SJ	01/02/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$31,671.00		4,009.97			
150	SJ	01/03/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$35,680.14		4,009.97			
160	SJ	31/03/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$0.50		-\$35,680.64		4,009.97			
151	SJ	01/04/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$39,689.78		4,009.97			
152	SJ	01/05/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$43,698.92		4,009.97			
153	SJ	01/06/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$47,708.06		4,250.84			
Total :				\$0.00	\$47,708.06	-\$47,708.06	-\$47,708.06		52,370.49	GST Ex	GST Inc	
										4,662.43	5,128.67	
											74.64	2021
											5,203.31	

**\$47,708.06\*1.1 = \$52,478.87**

## JARRA SUPERANNUATION FUND

## General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Sundry Creditors (88000)</b>					
Sundry Creditors (88000)					
01/07/2021	Opening Balance				32,649.73 CR
13/07/2021	Internet Transfer Pt tfr Super Ma		13,000.00		19,649.73 CR
14/07/2021	Internet Transfer Ma super tfr		13,817.73		5,832.00 CR
13/05/2022	Online A3716293510 Reimb See pd Jun S Jarra Super		5,867.00		35.00 DR
			<b>32,684.73</b>		<b>35.00 DR</b>

**Total Debits: 32,684.73**

**Total Credits: 0.00**

## QUERY NOTIFICATION

**Client:** TMG  
**End Client:** Jarra Super Fund 2022  
**Year end:** 30/06/2022  
**Date:** 06/03/2023



No	Account	Description	Client response
1	Contribution	Please confirm we should treat \$2,703 contribution for Constantine Efstathis as employer contribution. Otherwise, please advise.	Yes
2	Rent Income	<p>Regarding query response, "NOTE in 2021 there was a prepayment of 12 months rent for 2022 which was treated as rental income. The amount paid during 2022 would be a prepayment for 2023 year". Please confirm we should treat <b>\$17,640.20</b> deposited on 13/07/2021 with narration "JulOct22" as clear \$4,336.76 debtor and remaining as Prepaid rent. Otherwise, please advise.</p> <p>(Outstanding query No.2 sent on 28/02/2023)</p>	There were no debtors recorded in the financial statements at 30 June 2021. Please record the <b>full amount as Rent</b>
3	Property	<p>Please provide us with <b>valuation report</b> at 30/06/2022.</p> <p>(Outstanding query No.2 sent on 28/02/2023)</p>	See Attached - process increase in value from 620,000 to 660,000 as per attached
4	Pension	Please also confirm we should record the journal entry (per journal ws provided): Dr Pension SEE/Cr Rent Income : <b>\$6,000</b>	Yes
5			



Level 2/11 York Street  
Sydney NSW 2000

GPO Box 5311  
Sydney NSW 2001

limeactuarial.com.au  
certificates@limeactuarial.com.au  
1300 546 300  
02 8096 5901

14 April 2023

Certificate No. 304958.1

The Trustees  
Jarra Superannuation Fund

Dear Trustees,

## SECTION 295-390 ACTUARIAL CERTIFICATE

This Actuarial Certificate is prepared for Jarra Superannuation Fund for the financial year ending 30 June 2022. It complies with The Institute of Actuaries of Australia Professional Standard 406.

### Information I have relied upon

This Actuarial Certificate relies upon information provided to us by Odyssey Resources Limited on behalf of the Trustees of Jarra Superannuation Fund. The key information I have relied upon is shown in Appendix 1.

You have stated that:

- Any assets segregated by election (using separate asset pools) have been removed from the data entered.
- The Fund has met the Minimum Pension Standards. That is, the required minimum amount has been withdrawn from the pension during the financial year.
- The types of pensions in the Fund include Allocated Pensions, Market-linked pensions, Term allocated pensions and Account based pensions. They do not include Defined Benefits pensions.
- The pensions valued meet the requirements to be considered Retirement Superannuation Income Streams under the Income Tax Assessment Act 1997.

My calculations have been based on draft financial statements. If any information provided, as shown in Appendix 1, changes materially then you should revise that information and obtain an updated Actuarial Certificate. If you don't have login details then you can contact Lime Actuarial to obtain your login details. There is no charge for updating your Actuarial Certificate.

### Exempt proportion

The fund had unsegregated assets during these periods:

- 1 July 2021 to 30 June 2022

For the remainder of the year (if applicable), all assets were segregated. During the period where there were unsegregated assets, the exempt proportion of assessable income is calculated as follows:

	Start of year	End of year	Average
Unsegregated Retirement Income Stream Liabilities	\$160,250	\$163,827*	\$160,260
Unsegregated Superannuation liabilities	\$600,226	\$724,120*	\$619,261
Exempt Proportion			<b>25.88%</b>

\*Estimate

The estimated net assets at 30 June 2022 were \$724,120.

The average liabilities are calculated with regard to all transactions taking place during the period in which there were unsegregated assets.

I certify that **25.88%** of investment income earned by the fund during the year ended 30 June 2022 and relating to unsegregated assets, is exempt from tax. The specific exempt percentages for each member are:

	Tax exempt %	Taxable %
Terry Efstathis	0.00%	48.30%
Stathis Efstathis	25.88%	0.00%
Constantine Efstathis	0.00%	23.48%
Amy Margaret Efstathis	0.00%	2.20%
Despo Efstathis	0.00%	0.14%
Reserves	0.00%	0.00%
Total	25.88%	74.12%

### Adequacy

By definition, the value of assets and liabilities of account based income streams must be equal. Therefore I am satisfied that the value of assets at 30 June 2022 is sufficient to meet the fund's liabilities as they fall due.

Yours sincerely,



Greg Einfeld MEd, MBA  
Fellow of the Institute of Actuaries of Australia

## APPENDIX 1: INFORMATION YOU HAVE PROVIDED

## Fund details

<b>Fund name</b>	Jarra Superannuation Fund
<b>Fund ABN</b>	14269270915
<b>Trustee Type</b>	Corporate
<b>Trustee name</b>	Euro-Marque Australia Pty Ltd
<b>Financial Year</b>	2021-2022
<b>Fund established during the financial year?</b>	No
<b>Fund wound up during the financial year?</b>	No
<b>Are there any assets segregated by election?</b>	No

## Member details

<b>Member name</b>	<b>Date of birth</b>	<b>Joined during this year?</b>	<b>Exited the fund?</b>	<b>Exit the fund as a result of death?</b>
Terry Efstathis	16/07/1960	No	No	No
Stathis Efstathis	25/12/1941	No	No	No
Constantine Efstathis	02/02/1977	No	No	No
Amy Margaret Efstathis	11/09/1984	Yes, on 01/07/2021	No	No
Despo Efstathis	01/05/1944	Yes, on 01/07/2021	No	No

## Opening Balances

<b>Name</b>	<b>Non Retirement Balance</b>	<b>Retirement Balance</b>	<b>Fund Reserves</b>
Terry Efstathis	\$299,061.08	\$0.00	N/A
Stathis Efstathis	\$0.00	\$160,250.27	N/A
Constantine Efstathis	\$140,914.17	\$0.00	N/A
Amy Margaret Efstathis	\$0.00	\$0.00	N/A
Despo Efstathis	\$0.00	\$0.00	N/A
Reserve	N/A	N/A	\$0.00

**Member Cash (External) Transactions**

Transaction Type	Date	Amount	Member
Concessional Contribution	02/07/2021	\$1,312.78	Constantine Efstathis
Concessional Contribution	18/10/2021	\$1,184.40	Constantine Efstathis
Concessional Contribution	18/01/2022	\$1,381.80	Constantine Efstathis
Concessional Contribution	03/02/2022	\$153.00	Constantine Efstathis
Concessional Contribution	26/04/2022	\$1,184.40	Constantine Efstathis
Concessional Contribution	14/06/2022	\$10,000.00	Constantine Efstathis
Concessional Contribution	09/12/2021	\$890.00	Despo Efstathis
Concessional Contribution	03/02/2022	\$1,347.00	Despo Efstathis
Concessional Contribution	15/11/2021	\$2,703.00	Constantine Efstathis
Retirement Withdrawal	30/06/2022	\$6,000.00	Stathis Efstathis
Transfer In	14/06/2022	\$431.11	Constantine Efstathis
Transfer In	21/04/2022	\$70,000.00	Amy Margaret Efstathis

**Non Cash (Internal) Transactions**

Transaction Type	Date	Member	Amount
No non cash (Internal) transactions found.			

**Other Super Funds Opening Balances**

Name	Non Retirement Balance	Retirement Balance
Terry Efstathis	\$0.00	\$0.00
Stathis Efstathis	\$0.00	\$0.00
Constantine Efstathis	\$0.00	\$0.00
Amy Margaret Efstathis	\$0.00	\$0.00
Despo Efstathis	\$0.00	\$0.00

**Closing Balances**

Date	Amount
30/6/2022	\$724,120.03*

\*Estimate

### Description of Member Cash Transaction Types

Transaction Type	Includes
Concessional Contribution	One off and regular Concessional contributions
Non-Concessional Contribution	Non-Concessional Contributions
Transfer In	Transfers from outside the fund into accumulation accounts including Rollovers In and Insurance claims received.
Non Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has not met a condition of release and from accumulation accounts. Includes lump sum benefits, death benefits, rollovers out, insurance premiums, and pension drawdowns from TTR accounts where the member has not met a condition of release.
Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has met a condition of release and from Account Based Pension accounts. Includes pension drawdowns, lump sum benefits, death benefits, rollovers out, insurance premiums.

### Description of Non-Cash Transaction Types

Transaction Type	Includes
Account Based Pension Commencements	Account Based Pensions commenced during the financial year. Do not include pensions commenced in previous years, these are shown as opening balances. Do not include TTR Pensions. An Account Based Pension commencement involves transferring member balances from Accumulation to Account Based Pension.
Retirement Pension Commutation	Retirement Pensions ceased either in part or in entirety, where balances are transferred from Retirement (TTR pension where a condition of release has been met, and Account Based Pension) to Accumulation.
Retirement Pension Reversion	Transfers of a retirement pension balance from a deceased member to a surviving spouse.
Conversions from TTR to Retirement Pension	Conversion of a TTR to a Retirement Pension when a member meets a condition of release.
Contribution Split	Contributions which are split from one spouse to another. The amount split will be up to 85% of the original concessional contribution. Note that the original concessional contribution will also be shown on this form if it took place in the same year.
Transfers from Reserves to Non Retirement	Transfer from reserve account to a member Accumulation account or TTR pension.
Transfers from Reserves to Retirement	Transfer from reserve account to a member TTR pension where a condition of release has been met or Account Based Pension.

**APPENDIX 3: ASSUMPTIONS**

I have assumed that all transactions occur before investment income is earned each day

No assumptions are required to calculate the rate of increase in pension liability and earning rate as by definition, the value of assets and liabilities of account based income streams must be equal.

**SMSF**

---

**From:** Nicholas Valassakis <NickV@thematadorgroup.com.au>  
**Sent:** Monday, 17 April 2023 7:36 PM  
**To:** SMSF  
**Subject:** RE: TMG: Jarra Super Fund 2022 - Actuarial Certificate Required, Draft Financial Statements

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Minor Changes to the accounts have been uploaded

Kind Regards,  
**Nicholas Valassakis**  
**Director**



Suite 10, Montague Corporate Park  
 205 Montague Road, West End, Brisbane, QLD, Australia.

PO Box 3249, South Brisbane BC QLD 4101

**M.** 0413 826044

**International.** +61 413 826 044

**E.** NickV@thematadorgroup.com.au

**W.** www.thematadorgroup.com.au

Liability limited by a scheme approved under Professional Standards Legislation

NOTICE: This email (including any files transmitted with it) is intended only for the addressee and contains information that is privileged and confidential. If you are not the addressee, please notify the sender immediately.

Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of The Matador Group.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The Matador Group accepts no liability for any damage caused by viruses.

**From:** SMSF <smsf@odyssey-resources.com>

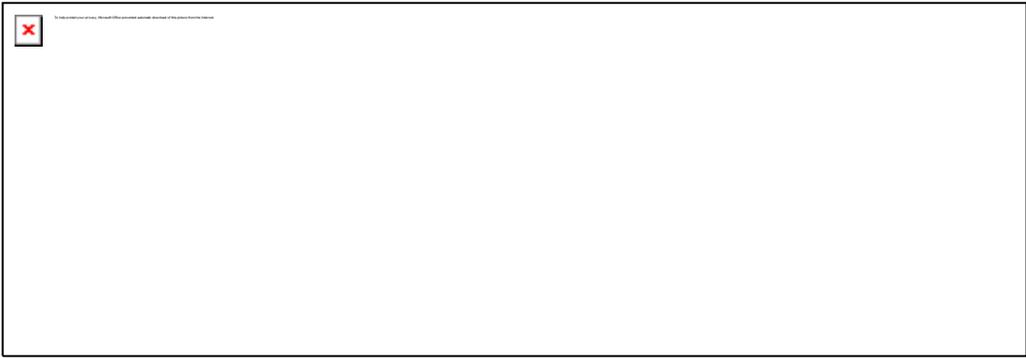
**Sent:** Friday, April 14, 2023 1:06 PM

**To:** Nicholas Valassakis <NickV@thematadorgroup.com.au>

**Subject:** TMG: Jarra Super Fund 2022 - Actuarial Certificate Required, Draft Financial Statements

Hi Nicholas,

**AN ACTUARIAL CERTIFICATE IS REQUIRED BEFORE THIS JOB CAN BE FINALISED BY ODYSSEY - YOU MUST CONFIRM BY RETURN EMAIL TO INSTRUCT ODYSSEY TO APPLY FOR THE CERTIFICATE ON YOUR CLIENT'S BEHALF.**



We have completed the Financial Statements for Jarra Super Fund 2022 as requested and have uploaded the appropriate files to your secure area of our website.

**Please review the Closing Report for any comments in relation to this job.**

In addition, please provide us with TFN for 2 new members this year: Amy Margaret Efstathis & Despo Efstathis.

Also, please confirm we should process 2022 Income Tax Return on Handi Tax or BGL360. If use HandiTax, please provide 2022 file or confirm we should use 2021 ORL file to roll-over.

Upon reading this report, should there be any further amendments required before the job can be sent to your client for signing, then please advise and we will be happy to complete these for you.

***The job is now on hold pending your further action.***

Please do not hesitate to contact us should you have any further questions.

Kind regards,



**SMSF Administration Division**  
**Odyssey Accountants**  
Australian Accounting and Tax Outsourcing Specialists  
Phone: 1300 312 491  
[www.odyssey-resources.com](http://www.odyssey-resources.com)



*Check out our blog for the latest trends in Australian Accounting Outsourcing*

**CHANGES TO DRAFT ACCOUNTS**

1. Page 34 to 35 - address of meeting should be 95 Masthead Drive Cleveland Qld 4163;
2. Please correct address

Amy Margaret Efstathis – TFN 382930766

Despo Efstathis – TFN 481356497

ODYSSEY ODYSSEY ODYSSEY  
Odyssey Odyssey Odyssey  
Odyssey Odyssey Odyssey



## B. FINANCIAL STATEMENTS

Financial statements and reports for the year ended  
30 June 2022

JARRA SUPERANNUATION FUND

JARRA SUPERANNUATION FUND  
**Reports Index**

---

Statement of Financial Position

Operating Statement

Notes to the Financial Statements

Trustees Declaration

Compilation Report

Statement of Taxable Income

Trustee Minute / Resolution

Members Statement

Contributions Breakdown

Pension Summary

Investment Summary

Investment Movement

Investment Income

Trial Balance

# JARRA SUPERANNUATION FUND

## Statement of Financial Position

As at 30 June 2022

	Note	2022	2021
		\$	\$
<b>Assets</b>			
<b>Investments</b>			
Fixtures and Fittings (at written down value) - Unitised	2	5,218.19	6,569.96
Real Estate Properties (Australian - Non Residential)	3	660,000.00	620,000.00
<b>Total Investments</b>		<u>665,218.19</u>	<u>626,569.96</u>
<b>Other Assets</b>			
Sundry Debtors	F39	445.00	0.00
NAB Business Management Account 1147	F12	58,870.09	13,271.83
GST Refundable		0.00	478.56
Income Tax Refundable	B12	1,127.00	0.00
<b>Total Other Assets</b>		<u>60,442.09</u>	<u>13,750.39</u>
<b>Total Assets</b>		<u>725,660.28</u>	<u>640,320.35</u>
Less:			
<b>Liabilities</b>			
GST Payable	E2	689.79	0.00
Income Tax Payable		0.00	6,116.10
PAYG Payable	F39	1,100.00	1,329.00
Sundry Creditors		0.00	32,649.73
<b>Total Liabilities</b>		<u>1,789.79</u>	<u>40,094.83</u>
<b>Net assets available to pay benefits</b>		<u>723,870.49</u>	<u>600,225.52</u>
Represented by:			
<b>Liability for accrued benefits allocated to members' accounts</b>	5, 6		
Efstathis, Terry - Accumulation	B15	318,261.36	299,061.08
Efstathis, Stathis - Pension (Account Based Pension)	B17	164,661.59	160,250.27
Efstathis, Constantine - Accumulation	B19	166,086.86	140,914.17
Efstathis, Amy Margaret - Accumulation	B21	72,898.65	0.00
Efstathis, Despo - Accumulation	B23	1,962.03	0.00
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>723,870.49</u>	<u>600,225.52</u>

## JARRA SUPERANNUATION FUND

## Operating Statement

For the year ended 30 June 2022

	Note	2022	2021
		\$	\$
<b>Income</b>			
<b>Investment Income</b>			
Interest Received		F12 1.31	0.00
Property Income	8	E1 21,491.10	95,012.96
<b>Investment Gains</b>			
Changes in Market Values	9	E3 40,000.00	0.00
<b>Contribution Income</b>			
Employer Contributions		B25 20,156.38	11,993.77
Transfers In		F14 70,431.13	0.00
<b>Total Income</b>		<u>152,079.92</u>	<u>107,006.73</u>
<b>Expenses</b>			
Accountancy Fees		E1 4,151.25	5,610.00
Administration Costs		0.00	273.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		F37 440.00	400.00
Bank Charges		A9#3 35.00	0.00
Depreciation		E4 1,351.77	1,708.60
Rental Property Expenses		E2 12,924.93	13,535.03
		<u>19,161.95</u>	<u>21,785.63</u>
<b>Member Payments</b>			
Pensions Paid		B29 6,000.00	7,000.00
Benefits Paid/Transfers Out		0.00	236,817.73
<b>Total Expenses</b>		<u>25,161.95</u>	<u>265,603.36</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>126,917.97</u>	<u>(158,596.63)</u>
Income Tax Expense	10	B12 3,273.00	10,514.10
<b>Benefits accrued as a result of operations</b>		<u>123,644.97</u>	<u>(169,110.73)</u>

# Notes to the Financial Statements

For the year ended 30 June 2022

---

## Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. 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.

# Notes to the Financial Statements

For the year ended 30 June 2022

## 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. Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or other payables in the statement of financial position.

## f. 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: Fixtures and Fittings (at written down value) - Unitised

	2022 \$	2021 \$
Airconditioning Plant	314.89	440.84
New Air conditioner - Mitsubishi	4,903.30	6,129.12

## JARRA SUPERANNUATION FUND

## Notes to the Financial Statements

For the year ended 30 June 2022

	5,218.19	6,569.96
<b>Note 3: Real Estate Properties (Australian - Non Residential)</b>		
	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
10/149 Colburn Avenue	660,000.00	620,000.00
	660,000.00	620,000.00

**Note 4: Banks and Term Deposits**

	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
<b>Banks</b>		
NAB Business Management Account 1147	58,870.09	13,271.83
	58,870.09	13,271.83

**Note 5: Liability for Accrued Benefits**

	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
Liability for accrued benefits at beginning of year	600,225.52	769,336.25
Benefits accrued as a result of operations	123,644.97	(169,110.73)
Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	723,870.49	600,225.52

**Note 6: 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.

	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
Vested Benefits	723,870.49	600,225.52

**Note 7: Guaranteed Benefits**

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

## JARRA SUPERANNUATION FUND

**Notes to the Financial Statements**

For the year ended 30 June 2022

**Note 8: Rental Income**

	<b>2022</b> \$	<b>2021</b> \$
10/149 Colburn Avenue	21,491.10	95,012.96
	<u>21,491.10</u>	<u>95,012.96</u>

**Note 9: Changes in Market Values****Unrealised Movements in Market Value**

	<b>2022</b> \$	<b>2021</b> \$
<b>Fixtures and Fittings (at written down value) - Unitised</b>		
Airconditioning Plant	(125.95)	(176.32)
New Air conditioner - Mitsubishi	(1,225.82)	(1,532.28)
	<u>(1,351.77)</u>	<u>(1,708.60)</u>
<b>Real Estate Properties (Australian - Non Residential)</b>		
10/149 Colburn Avenue	40,000.00	0.00
	<u>40,000.00</u>	<u>0.00</u>
<b>Total Unrealised Movement</b>	<u>38,648.23</u>	<u>(1,708.60)</u>

**Realised Movements in Market Value**

	<b>2022</b> \$	<b>2021</b> \$
<b>Total Realised Movement</b>	<u>0.00</u>	<u>0.00</u>
<b>Changes in Market Values</b>	<u>38,648.23</u>	<u>(1,708.60)</u>

**Note 10: Income Tax Expense**

	<b>2022</b> \$	<b>2021</b> \$
The components of tax expense comprise		
Current Tax	3,273.00	10,514.10
Income Tax Expense	<u>3,273.00</u>	<u>10,514.10</u>

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%	19,037.70	(23,789.55)
----------------------------------------------------------------------	-----------	-------------

## JARRA SUPERANNUATION FUND

**Notes to the Financial Statements**

For the year ended 30 June 2022

Less:

Tax effect of:

Non Taxable Transfer In	10,564.67	0.00
Increase in MV of Investments	6,000.00	0.00
Exempt Pension Income	834.15	2,905.95

Add:

Tax effect of:

SMSF Non-Deductible Expenses	733.35	636.90
Pension Payments	900.00	1,050.00
Benefit Payments	0.00	35,522.70
Rounding	0.77	0.00
Income Tax on Taxable Income or Loss	3,273.00	10,514.10

Less credits:

Other Adjustments		4,398.00
-------------------	--	----------

Current Tax or Refund

3,273.00

10,514.10

**JARRA SUPERANNUATION FUND****Trustees Declaration**Euro Marque Australia Pty Ltd ACN: 066582296

---

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 2022 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2022 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 2022.

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

.....  
Stathis Efstathis  
Euro Marque Australia Pty Ltd  
Director

.....  
Terry Efstathis  
Euro Marque Australia Pty Ltd  
Director

.....  
Constantine Efstathis  
Euro Marque Australia Pty Ltd  
Director

.....  
Amy Margaret Efstathis  
Euro Marque Australia Pty Ltd  
Director

.....  
Despo Efstathis  
Euro Marque Australia Pty Ltd  
Director

14 April 2023

# JARRA SUPERANNUATION FUND

## Compilation Report

---

We have compiled the accompanying special purpose financial statements of the JARRA SUPERANNUATION FUND which comprise the statement of financial position as at 30 June 2022, 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 JARRA 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.

of

Signed:

Dated: 14/04/2023

**JARRA SUPERANNUATION FUND**  
**Statement of Taxable Income**

For the year ended 30 June 2022

	2022
	\$
Benefits accrued as a result of operations	126,917.97
<b>Less</b>	
Non Taxable Transfer In	70,431.13
Increase in MV of investments	40,000.00
Exempt current pension income	5,561.00
	<u>115,992.13</u>
<b>Add</b>	
SMSF non deductible expenses	4,889.00
Pension Payments	6,000.00
	<u>10,889.00</u>
SMSF Annual Return Rounding	5.16
<b>Taxable Income or Loss</b>	<u>21,820.00</u>
Income Tax on Taxable Income or Loss	<u>3,273.00</u>
<b>CURRENT TAX OR REFUND</b>	<u>3,273.00</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(4,400.00)
<b>AMOUNT DUE OR REFUNDABLE</b>	<u>(868.00)</u>

**Income tax refundable: 868.00 + 259.00 = 1,127.00**

## Minutes of a meeting of the Director(s)

held on 30 June 2022 at 95 Masthead Drive, Cleveland, Queensland 4163

---

<b>PRESENT:</b>	Amy Margaret Efstathis and Despo Efstathis
<b>APOLOGIES:</b>	Constantine Efstathis, Stathis Efstathis and Terry Efstathis
<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 directors of the Trustee Company, the Superannuation Fund is not a 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 2022 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 2022, 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>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>AUDITORS:</b>	<p>It was resolved that</p> <p>Anthony Boys</p> <p>of</p> <p>PO Box 3376 Rundle Mall, Adelaide South, South Australia 5000</p> <p>act as auditors of the Fund for the next financial year.</p>
<b>TAX AGENTS:</b>	<p>It was resolved that</p> <p>The Matador Group</p> <p>act as tax agents of the Fund for the next financial year.</p>
<b>TRUSTEE STATUS:</b>	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.
<b>CONTRIBUTIONS RECEIVED:</b>	It was resolved that the contributions during the year be allocated to members on the basis of the schedule provided by the principal Fund employer.

# Minutes of a meeting of the Director(s)

held on 30 June 2022 at 95 Masthead Drive, Cleveland, Queensland 4163

---

**ACCEPTANCE OF ROLLOVERS:**

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

1. making rollover between Funds; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the rollover and received advice that the rollover is in accordance with the Trust Deed and the rules of the Fund and the superannuation laws. As such the trustee has resolved to accept the rollover on behalf of the member.

**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 –

.....

Constantine Efstathis

Chairperson

Terry Efstathis  
 41 Ritchard Avenue  
 Coogee, New South Wales, 2034, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	61	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	318,261.36
Date Joined Fund:	26/06/1995		
Service Period Start Date:	01/07/1983		
Date Left Fund:			
Member Code:	EFSTER00002A		
Account Start Date:	26/06/1995		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

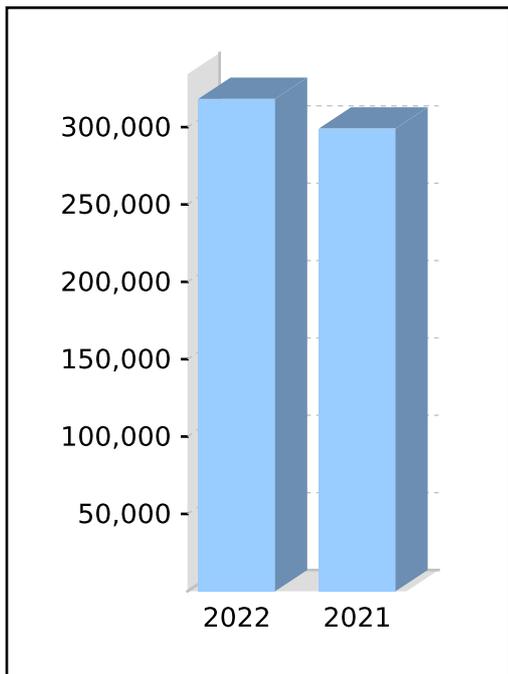
Total Benefits 318,261.36

Preservation Components

Preserved 307,930.50  
 Unrestricted Non Preserved 10,330.86  
 Restricted Non Preserved

Tax Components

Tax Free 25,293.30  
 Taxable 292,968.06  
 Investment Earnings Rate 6.36%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2021	299,061.08	270,793.70
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	19,405.82	32,220.07
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	205.54	3,952.69
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 30/06/2022	318,261.36	299,061.08

# Members Statement

---

### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Stathis Efstathis  
Director

---

Terry Efstathis  
Director

---

Constantine Efstathis  
Director

---

Amy Margaret Efstathis  
Director

---

Despo Efstathis  
Director

**JARRA SUPERANNUATION FUND**  
**Members Statement**

B17

Stathis Efsthatis  
 95 Masthead Drive  
 Cleveland, Queensland, 4163, Australia

**Your Details**

Date of Birth :	Provided	Reversionary Pension:	NO
Age:	80	Nominated Beneficiaries:	N/A
Tax File Number:	Provided	Nomination Type:	N/A
Date Joined Fund:	01/07/2013	Vested Benefits:	164,661.59
Service Period Start Date:	15/12/1966	Centrelink Product	503
Date Left Fund:			
Member Code:	EFSSTA00002P		
Account Start Date:	01/07/2013		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension		

**Your Balance**

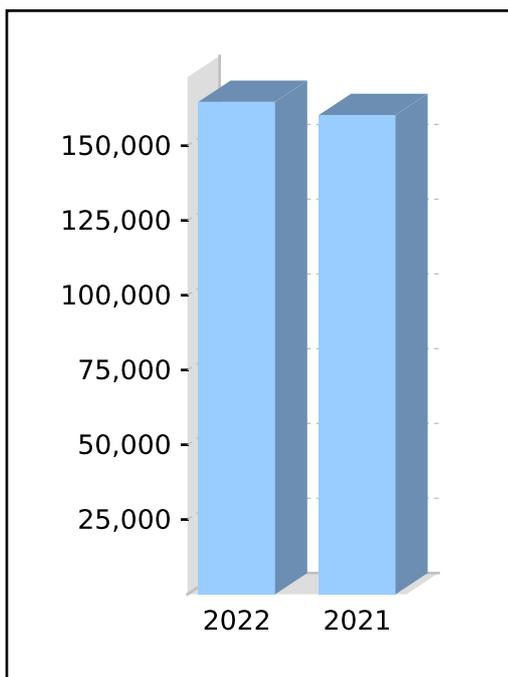
Total Benefits 164,661.59

Preservation Components

Preserved  
 Unrestricted Non Preserved 164,661.59  
 Restricted Non Preserved

Tax Components

Tax Free (58.78%) 96,792.99  
 Taxable 67,868.60  
 Investment Earnings Rate 6.43%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2021	160,250.27	151,140.27
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	10,411.32	16,110.00
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	<b>B29</b> 6,000.00	7,000.00
Contributions Tax		
Income Tax		
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 30/06/2022	164,661.59	160,250.27

# Members Statement

---

### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Stathis Efstathis  
Director

---

Terry Efstathis  
Director

---

Constantine Efstathis  
Director

---

Amy Margaret Efstathis  
Director

---

Despo Efstathis  
Director

**JARRA SUPERANNUATION FUND**  
**Members Statement**

Constantine Efstathis  
 88 Bundah Street  
 Camp Hill, Queensland, 4152, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	45	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	166,086.86
Date Joined Fund:	26/06/2014		
Service Period Start Date:	01/10/1995		
Date Left Fund:			
Member Code:	EFSCON00002A		
Account Start Date:	26/06/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

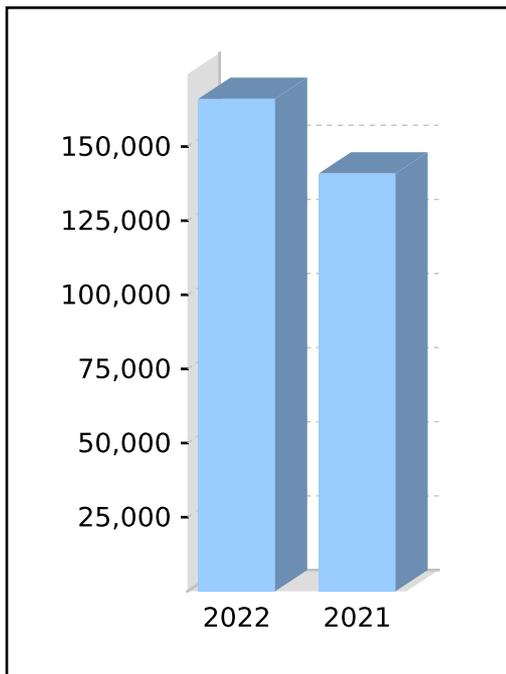
Total Benefits 166,086.86

Preservation Components

Preserved 166,086.86  
 Unrestricted Non Preserved  
 Restricted Non Preserved

Tax Components

Tax Free **F16** 0.93  
 Taxable 166,085.93  
 Investment Earnings Rate 6.33%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2021	140,914.17	114,644.94
<u>Increases to Member account during the period</u>		
Employer Contributions	<b>B25</b> 17,919.38	11,993.77
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	<b>F16</b> 431.13	
Net Earnings	9,602.92	17,120.33
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	2,687.91	1,799.07
Income Tax	92.83	1,045.80
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 30/06/2022	166,086.86	140,914.17

# Members Statement

---

### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Stathis Efstathis  
Director

---

Terry Efstathis  
Director

---

Constantine Efstathis  
Director

---

Amy Margaret Efstathis  
Director

---

Despo Efstathis  
Director

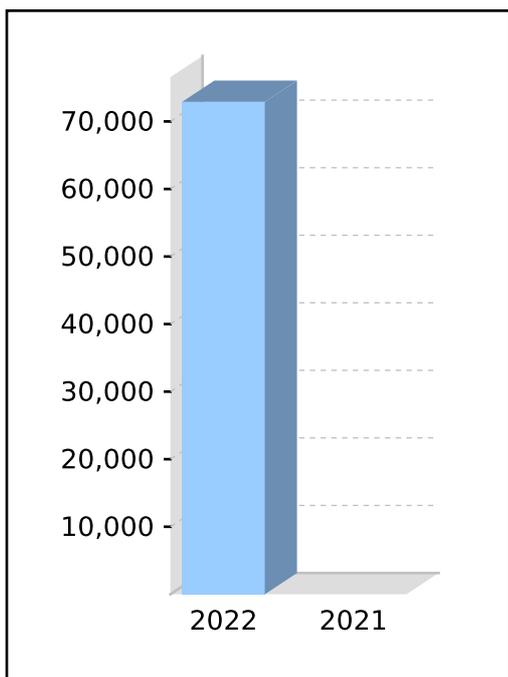
Amy Margaret Efstathis  
 88 Bundah Street  
 Camp Hill, Queensland, 4152, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	37	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	72,898.65
Date Joined Fund:	29/03/2022		
Service Period Start Date:	06/07/2000		
Date Left Fund:			
Member Code:	EFSAMY00001A		
Account Start Date:	29/03/2022		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

<b>Total Benefits</b>	<b>72,898.65</b>
<u>Preservation Components</u>	
Preserved	72,898.65
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	
Taxable	72,898.65
Investment Earnings Rate	5.48%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2021		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	<b>F14</b> 70,000.00	
Net Earnings	2,851.18	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	(47.47)	
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 30/06/2022	72,898.65	0.00

# Members Statement

---

### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Stathis Efstathis  
Director

---

Terry Efstathis  
Director

---

Constantine Efstathis  
Director

---

Amy Margaret Efstathis  
Director

---

Despo Efstathis  
Director

Despo Efstathis  
 95 Masthead Drive  
 Raby Bay, Queensland, 4163, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	78	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	1,962.03
Date Joined Fund:	02/02/2022		
Service Period Start Date:	01/10/1995		
Date Left Fund:			
Member Code:	EFSDDES00001A		
Account Start Date:	02/02/2022		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

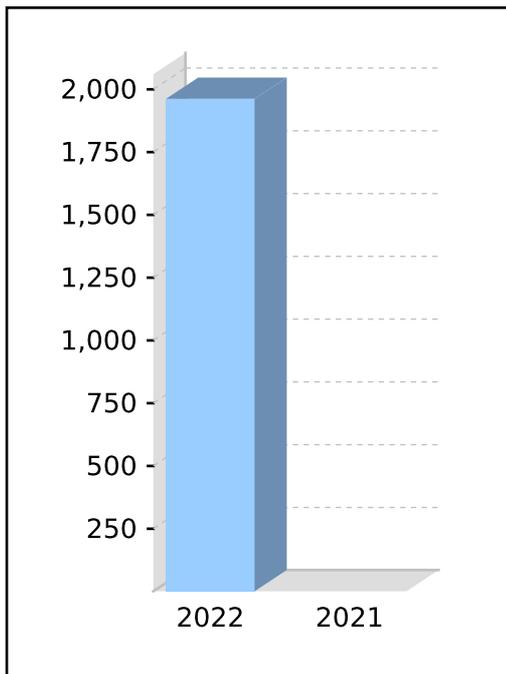
Total Benefits 1,962.03

Preservation Components

Preserved  
 Unrestricted Non Preserved 1,962.03  
 Restricted Non Preserved

Tax Components

Tax Free  
 Taxable 1,962.03  
 Investment Earnings Rate 5.30%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2021		
<u>Increases to Member account during the period</u>		
Employer Contributions	<b>B25</b> 2,237.00	
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	59.22	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	335.55	
Income Tax	(1.36)	
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 30/06/2022	1,962.03	0.00

# Members Statement

---

### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Stathis Efstathis  
Director

---

Terry Efstathis  
Director

---

Constantine Efstathis  
Director

---

Amy Margaret Efstathis  
Director

---

Despo Efstathis  
Director

## JARRA SUPERANNUATION FUND

## Contributions Breakdown Report

For The Period 01 July 2021 - 30 June 2022

## Summary

Member	D.O.B	Age (at 30/06/2021)	Total Super Balance (at 30/06/2021) *1	Concessional	Non-Concessional	Other	Reserves	Total
Efstathis, Constantine	Provided	44	140,914.17	17,919.38	0.00	0.00	0.00	17,919.38
Efstathis, Terry	Provided	60	299,061.08	0.00	0.00	0.00	0.00	0.00
Efstathis, Amy Margaret	Provided	36	0.00	0.00	0.00	0.00	0.00	0.00
Efstathis, Despo	Provided	77 *4	0.00	2,237.00	0.00	0.00	0.00	2,237.00
<b>All Members</b>				<b>20,156.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,156.38</b>

A9#1

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

\*4 Members aged 75 or over generally can't accept non-mandated contributions. Only mandated employer contribution can be accepted.

## Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Efstathis, Constantine	Concessional (5 year carry forward cap available)	17,919.38	81,956.23	64,036.85 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Terry	Concessional (5 year carry forward cap available)	0.00	102,500.00	102,500.00 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Amy Margaret	Concessional (5 year carry forward cap available)	0.00	102,500.00	102,500.00 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Efstathis, Despo	Concessional (5 year carry forward cap available)	2,237.00	102,500.00	100,263.00 Below Cap
	Non-Concessional	0.00	0.00	Age 75 Or Above

## Carry Forward Unused Concessional Contribution Cap

Member	2017	2018	2019	2020	2021	2022	Current Position
--------	------	------	------	------	------	------	------------------

Efstathis, Constantine

Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	3,800.00	4,750.00	3,800.00	11,993.77	17,919.38	
Unused Concessional Contribution	0.00	0.00	20,250.00	21,200.00	13,006.23	9,580.62	
Cumulative Carry Forward Unused	N/A	N/A	0.00	20,250.00	41,450.00	54,456.23	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	45,250.00	66,450.00	81,956.23	64,036.85 Below Cap
Total Super Balance	0.00	80,163.44	86,286.26	93,676.58	114,644.94	140,914.17	

Efstathis, Terry

Concessional Contribution Cap	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	3,288.42	0.00	0.00	0.00	0.00	
Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	25,000.00	27,500.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	75,000.00	
Maximum Cap Available	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102,500.00	102,500.00 Below Cap
Total Super Balance	0.00	208,998.37	219,222.85	228,059.76	270,793.70	299,061.08	

Efstathis, Amy Margaret

Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	0.00	0.00	0.00	0.00	0.00	
Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	25,000.00	27,500.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	75,000.00	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102,500.00	102,500.00 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	0.00	0.00	

Efstathis, Despo

Concessional Contribution Cap	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	0.00	0.00	0.00	0.00	0.00	2,237.00	
Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	25,000.00	25,263.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	75,000.00	
Maximum Cap Available	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102,500.00	100,263.00 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	0.00	0.00	

**NCC Bring Forward Caps**

Member	Bring Forward Cap	2019	2020	2021	2022	Total	Current Position
Efstathis, Constantine	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Efstathis, Terry	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Efstathis, Amy Margaret	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered



Total - Efstathis, Despo

2,237.00      0.00      0.00      0.00

0.00      0.00      0.00

Total for All Members

20,156.38      0.00      0.00      0.00

JARRA SUPERANNUATION FUND

**Pension Summary**

As at 30 June 2022

Confirm A17#4

Member Name : Efsthathis, Stathis

Member Age : 79\* (Date of Birth : Provided)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
EFSSTA0002P	Account Based Pension	01/07/2013	58.78%	3.00%	\$4,810.00*	N/A	\$6,000.00	\$0.00	\$6,000.00 <b>F68</b>	NIL

\*COVID-19 50% reduction has been applied to the minimum pension amount.

					\$4,810.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
--	--	--	--	--	------------	--------	------------	--------	------------	--------

**Total :**

					\$4,810.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
--	--	--	--	--	------------	--------	------------	--------	------------	--------

\*Age as at 01/07/2021 or pension start date for new pensions.

**JARRA SUPERANNUATION FUND**  
**Investment Summary Report**

As at 30 June 2022

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
<b>Cash/Bank Accounts</b>								
NAB Business Management Account 1147		58,870.090000	58,870.09 <b>F12</b>	58,870.09	58,870.09			8.13 %
			<b>58,870.09</b>		<b>58,870.09</b>			<b>8.13 %</b>
<b>Fixtures and Fittings (at written down value) - Unitised</b>								
AIRPLANT Airconditioning Plant	1.00	314.890000	314.89 <b>E4</b>	15,000.00	15,000.00	(14,685.11)	(97.90) %	0.04 %
MITAIRCON New Air conditioner - Mitsubishi	1.00	4,903.300000	4,903.30 <b>E4</b>	8,590.91	8,590.91	(3,687.61)	(42.92) %	0.68 %
			<b>5,218.19</b>		<b>23,590.91</b>	<b>(18,372.72)</b>	<b>(77.88) %</b>	<b>0.72 %</b>
<b>Real Estate Properties (Australian - Non Residential)</b>								
PROPCOM1 10/149 Colburn Avenue 08	1.00	660,000.000000	660,000.00 <b>F33</b>	401,458.65	401,458.65	258,541.35	64.40 %	91.15 %
			<b>660,000.00</b>		<b>401,458.65</b>	<b>258,541.35</b>	<b>64.40 %</b>	<b>91.15 %</b>
			<b>724,088.28</b>		<b>483,919.65</b>	<b>240,168.63</b>	<b>49.63 %</b>	<b>100.00 %</b>

## JARRA SUPERANNUATION FUND

# Investment Movement Report

As at 30 June 2022

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
<b>Bank Accounts</b>										
NAB Business Management Account 1147		13,271.83		105,526.02		(59,927.76)			58,870.09	58,870.09
		<b>13,271.83</b>		<b>105,526.02</b>		<b>(59,927.76)</b>			<b>58,870.09</b>	<b>58,870.09</b>
<b>Fixtures and Fittings (at written down value) - Unitised</b>										
AIRPLANT - Airconditioning Plant	1.00	15,000.00						1.00	15,000.00	314.89
MITAIRCON - New Air conditioner - Mitsubishi	1.00	8,590.91						1.00	8,590.91	4,903.30
		<b>23,590.91</b>							<b>23,590.91</b>	<b>5,218.19</b>
<b>Real Estate Properties (Australian - Non Residential)</b>										
PROPCOM108 - 10/149 Colburn Avenue	1.00	401,458.65						1.00	401,458.65	660,000.00
		<b>401,458.65</b>							<b>401,458.65</b>	<b>660,000.00</b>
		<b>438,321.39</b>		<b>105,526.02</b>		<b>(59,927.76)</b>			<b>483,919.65</b>	<b>724,088.28</b>

## JARRA SUPERANNUATION FUND

# Investment Income Report

As at 30 June 2022

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income	TFN Credits	Other Deductions	Distributed Capital Gains	Non- Assessable Payments
								(Excl. Capital Gains) * 2				
<b>Bank Accounts</b>												
NAB Business Management Account 1147	1.31			1.31	0.00	0.00	0.00	1.31			0.00	0.00
	<b>1.31</b>			<b>1.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.31</b>			<b>0.00</b>	<b>0.00</b>
<b>Real Estate Properties (Australian - Non Residential)</b>												
PROPCOM1 10/149 Colburn Avenue 08	21,491.10							21,491.10				
	<b>21,491.10</b>							<b>21,491.10</b>				
	<b>21,492.41</b>			<b>1.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,492.41</b>			<b>0.00</b>	<b>0.00</b>

Assessable Income (Excl. Capital Gains) **21,492.41**Net Capital Gain **0.00****Total Assessable Income 21,492.41**

\* 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.

## JARRA SUPERANNUATION FUND

## Trial Balance

As at 30 June 2022

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	<b>24200</b>	<b>Contributions</b>			
(11,993.77)	24200/EFSCON00002 A	(Contributions) Efstathis, Constantine - Accumulation			17,919.38
	24200/EFSDDES00001A	(Contributions) Efstathis, Despo - Accumulation			2,237.00
	24700	Changes in Market Values of Investments			40,000.00
	<b>25000</b>	<b>Interest Received</b>			
	25000/NAB550271147 1	NAB Business Management Account 1147			1.31
	<b>28000</b>	<b>Property Income</b>			
(95,012.96)	28000/PROPCOM108	10/149 Colburn Avenue			21,491.10
	<b>28500</b>	<b>Transfers In</b>			
	28500/EFSTAMY00001 A	(Transfers In) Efstathis, Amy Margaret - Accumulation			70,000.00
	28500/EFSCON00002 A	(Transfers In) Efstathis, Constantine - Accumulation			431.13
5,610.00	30100	Accountancy Fees		4,151.25	
273.00	30200	Administration Costs			
259.00	30400	ATO Supervisory Levy		259.00	
400.00	30700	Auditor's Remuneration		440.00	
	31500	Bank Charges		35.00	
	<b>33400</b>	<b>Depreciation</b>			
176.32	33400/AIRPLANT	Airconditioning Plant		125.95	
1,532.28	33400/MITAIRCON	New Air conditioner - Mitsubishi		1,225.82	
	<b>41600</b>	<b>Pensions Paid</b>			
7,000.00	41600/EFSTSTA00002P	(Pensions Paid) Efstathis, Stathis - Pension (Account Based Pension)		6,000.00	
	<b>42501</b>	<b>Rental Property Expenses</b>			
7,886.62	42501/00011	Body Corporate Fees		8,566.40	
4,148.41	42501/00012	Rates		4,358.53	
1,500.00	42501/00015	Valuation fee			
	<b>46000</b>	<b>Benefits Paid/Transfers Out</b>			
236,817.73	46000/ARVMAR00002 A	(Benefits Paid/Transfers Out) Arvanitagis, Marina - Accumulation			
10,514.10	48500	Income Tax Expense		3,273.00	
(169,110.73)	49000	Profit/Loss Allocation Account		123,644.97	

## JARRA SUPERANNUATION FUND

## Trial Balance

As at 30 June 2022

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	<b>50010</b>	<b>Opening Balance</b>			
(232,757.34)	50010/ARVMAR00002 A	(Opening Balance) Arvanitagis, Marina - Accumulation			0.00
(114,644.94)	50010/EFSCON00002 A	(Opening Balance) Efstathis, Constantine - Accumulation			140,914.17
(151,140.27)	50010/EFSSSTA00002P	(Opening Balance) Efstathis, Stathis - Pension (Account Based Pension)			160,250.27
(270,793.70)	50010/EFSTER00002A	(Opening Balance) Efstathis, Terry - Accumulation			299,061.08
	<b>52420</b>	<b>Contributions</b>			
(11,993.77)	52420/EFSCON00002 A	(Contributions) Efstathis, Constantine - Accumulation			17,919.38
	52420/EFSDDES00001A	(Contributions) Efstathis, Despo - Accumulation			2,237.00
	<b>52850</b>	<b>Transfers In</b>			
	52850/EFSAMYP00001 A	(Transfers In) Efstathis, Amy Margaret - Accumulation			70,000.00
	52850/EFSCON00002 A	(Transfers In) Efstathis, Constantine - Accumulation			431.13
	<b>53100</b>	<b>Share of Profit/(Loss)</b>			
(7,776.93)	53100/ARVMAR00002 A	(Share of Profit/(Loss)) Arvanitagis, Marina - Accumulation			0.00
	53100/EFSAMYP00001 A	(Share of Profit/(Loss)) Efstathis, Amy Margaret - Accumulation			2,851.18
(17,120.33)	53100/EFSCON00002 A	(Share of Profit/(Loss)) Efstathis, Constantine - Accumulation			9,602.92
	53100/EFSDDES00001A	(Share of Profit/(Loss)) Efstathis, Despo - Accumulation			59.22
(16,110.00)	53100/EFSSSTA00002P	(Share of Profit/(Loss)) Efstathis, Stathis - Pension (Account Based Pension)			10,411.32
(32,220.07)	53100/EFSTER00002A	(Share of Profit/(Loss)) Efstathis, Terry - Accumulation			19,405.82
	<b>53330</b>	<b>Income Tax</b>			
3,716.54	53330/ARVMAR00002 A	(Income Tax) Arvanitagis, Marina - Accumulation			0.00
	53330/EFSAMYP00001 A	(Income Tax) Efstathis, Amy Margaret - Accumulation			47.47
1,045.80	53330/EFSCON00002 A	(Income Tax) Efstathis, Constantine - Accumulation		92.83	
	53330/EFSDDES00001A	(Income Tax) Efstathis, Despo - Accumulation			1.36
3,952.69	53330/EFSTER00002A	(Income Tax) Efstathis, Terry - Accumulation		205.54	
	<b>53800</b>	<b>Contributions Tax</b>			
1,799.07	53800/EFSCON00002 A	(Contributions Tax) Efstathis, Constantine - Accumulation		2,687.91	

## JARRA SUPERANNUATION FUND

## Trial Balance

As at 30 June 2022

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	53800/EFSDDES00001A	(Contributions Tax) Efstathis, Despo - Accumulation		335.55	
	<b>54160</b>	<b>Pensions Paid</b>			
7,000.00	54160/EFSSSTA00002P	(Pensions Paid) Efstathis, Stathis - Pension (Account Based Pension)		6,000.00	
	<b>54500</b>	<b>Benefits Paid/Transfers Out</b>			
236,817.73	54500/ARVMAR00002A	(Benefits Paid/Transfers Out) Arvanitagis, Marina - Accumulation			0.00
	<b>60400</b>	<b>Bank Accounts</b>			
13,271.83	60400/NAB5502711471	NAB Business Management Account 1147		58,870.09	
0.00	68000	Sundry Debtors		445.00	
	<b>72650</b>	<b>Fixtures and Fittings (at written down value) - Unitised</b>			
440.84	72650/AIRPLANT	Airconditioning Plant	1.0000	314.89	
6,129.12	72650/MITAIRCON	New Air conditioner - Mitsubishi	1.0000	4,903.30	
	<b>77250</b>	<b>Real Estate Properties (Australian - Non Residential)</b>			
620,000.00	77250/PROPCOM108	10/149 Colburn Avenue	1.0000	660,000.00	
478.56	84000	GST Payable/Refundable			689.79
(6,116.10)	85000	Income Tax Payable/Refundable		1,127.00	
(1,329.00)	86000	PAYG Payable			1,100.00
(32,649.73)	88000	Sundry Creditors			0.00
				<b>887,062.03</b>	<b>887,062.03</b>

Current Year Profit/(Loss): 126,917.97

ODYSSEY ODYSSEY ODYSSEY  
Odyssey Odyssey Odyssey  
Odyssey Odyssey Odyssey



# C. TAX RETURN

# Self-managed superannuation fund annual return

# 2022

Who should complete this annual return?

Return year

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the Fund income tax return 2022 (NAT 71287).

The Self-managed superannuation fund annual return instructions 2022 (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 ATO 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)

3 Australian business number (ABN) (if applicable)

4 Current postal address

5 Annual return status  
Is this an amendment to the SMSF's 2022 return?  A  N  
Is this the first required return for a newly registered SMSF?  B  N

6 SMSF auditor  
Auditor's name  
Title   
Family name   
First given name   
Other given names   
SMSF Auditor Number   
Auditor's phone number    
Use Agent address details?  Postal address

Date audit was completed  A

Was Part A of the audit report qualified?  B  N

Was Part B of the audit report qualified?  C  N

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

**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  Fund account number

Fund account name

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

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

Use Agent Trust Account?

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

BSB number  Account number

Account name

**C Electronic service address alias**

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

**8 Status of SMSF**

Australian superannuation fund

**A**

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

**C**

XXXXXXXX XXX XXXX XXXXXX XXXXXX XXX

Fund benefit structure **B**  **A**  Code

**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 the fund was wound up  Day Month Year

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?  Y 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 No, Go to Section B: Income

If Yes Exempt current pension income amount **A**  5,561 **E5**

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.  If Yes, go to Section B: Income

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.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

**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**  **N**  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 transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a Capital gains tax (CGT) schedule 2022.

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**  Loss

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) (U1 plus U2 plus U3) **U**

#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 (Sum of labels A to U) **W**  Loss

Exempt current pension income **Y**

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

B4 / E5

**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).

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
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" value="1,001"/>	<b>E2</b> <input type="text" value="349"/>	
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="326"/>	<b>H2</b> <input type="text" value="113"/>	
Investment expenses	<b>I1</b> <input type="text" value="9,579"/>	<b>I2</b> <input type="text" value="3,344"/>	
Management and administration expenses	<b>J1</b> <input type="text" value="3,361"/>	<b>J2</b> <input type="text" value="1,083"/>	
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" value="6,116"/> <small>Code</small> <input type="text" value="0"/>	
Tax losses deducted	<b>M1</b> <input type="text"/>		
<b>TOTAL DEDUCTIONS</b>		<b>TOTAL NON-DEDUCTIBLE EXPENSES</b>	
<b>N</b> <input type="text" value="14,267"/> (Total A1 to M1)		<b>Y</b> <input type="text" value="11,005"/> (Total A2 to L2)	
<b>#TAXABLE INCOME OR LOSS</b>		<b>TOTAL SMSF EXPENSES</b>	
<b>O</b> <input type="text" value="21,820"/> <small>Loss</small> <input type="text"/>		<b>Z</b> <input type="text" value="25,272"/> (N plus Y)	
<b>(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)</b>			

B4 / E6-E8

#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 2022 on how to complete the calculation statement.

#Taxable income	<b>A</b> <input type="text" value="21,820"/>	
(an amount must be included even if it is zero)		
#Tax on taxable income	<b>T1</b> <input type="text" value="3,273.00"/>	
(an amount must be included even if it is zero)		
#Tax on no-TFN-quoted contributions	<b>J</b> <input type="text" value="0.00"/>	
(an amount must be included even if it is zero)		
Gross tax	<b>B</b> <input type="text" value="3,273.00"/>	
(T1 plus J)		

B12

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"/>	
Early stage investor tax offset carried forward from previous year <b>D4</b> <input type="text"/>	

**SUBTOTAL 2**  
**T3**   
(T2 less D –cannot be less than zero)

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**

B12

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)

**B12**

**#Tax offset refunds** **I**   
 (Remainder of refundable tax offsets)  
 (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 2022.

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

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

	Net capital losses carried forward to later income years
Net capital losses brought forward from prior years	
Non-Collectables <input type="text"/>	<input type="text"/>
Collectables <input type="text"/>	<input type="text"/>

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

See the Privacy note in the Declaration.

Title  Member'sTFN  Member

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

ABN of principal employer

Personal contributions

CGT small business retirement exemption

CGT small business 15-year exemption amount

Personal injury election

Spouse and child contributions

Other third party contributions

Proceeds from primary residence disposal

Receipt date

Assessable foreign superannuation fund amount

Non-assessable foreign superannuation fund amount

Transfer from reserve: assessable amount

Transfer from reserve: non-assessable amount

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

Any other contributions (including Super Co-contributions and low Income Super Amounts)

TOTAL CONTRIBUTIONS  0.00  
(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  0.00

Retirement phase account balance - Non CDBIS  0.00

Retirement phase account balance - CDBIS  0.00

TRIS Count

Allocated earnings or losses  Loss

Inward rollovers and transfers

Outward rollovers and transfers

Lump Sum payments  Code

Income stream payments  Code

CLOSING ACCOUNT BALANCE  0.00  
(S1 plus S2 plus S3)

Accumulation phase value

Retirement phase value

Outstanding limited recourse borrowing arrangement amount

Fund's tax file number (TFN)

See the Privacy note in the Declaration.

Title  Member'sTFN  Member  XX XXX XXX

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 Amounts) **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**

Allocated earnings or losses **O**  Loss

Inward rollovers and transfers **P**

Outward rollovers and transfers **Q**

Lump Sum payments **R1**  Code

Income stream payments **R2**  Code

TRIS Count

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

Accumulation phase value **X1**

Retirement phase value **X2**

Outstanding limited recourse borrowing arrangement amount **Y**

B19

See the Privacy note in the Declaration.

Title  Member'sTFN  Member

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 Amounts)

**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**

Allocated earnings or losses Loss

**O**

Inward rollovers and transfers

**P**

Outward rollovers and transfers

**Q**

Lump Sum payments Code

**R1**

Income stream payments Code

**R2**

TRIS Count

CLOSING ACCOUNT BALANCE **S**

(S1 plus S2 plus S3)

Accumulation phase value

**X1**

Retirement phase value

**X2**

Outstanding limited recourse borrowing arrangement amount

**Y**

**B17**

See the Privacy note in the Declaration.

Title	Mr	Member'sTFN	XXX XXX XXX	Member	4
Family name	EFSTATHIS			Account status	<input type="radio"/> Code
First given name	TERRY				
Other given names					
Date of birth	16/07/1960	If deceased, date of death			

**Contributions**

OPENING ACCOUNT BALANCE 299,061.08

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 Amounts)

**M**

TOTAL CONTRIBUTIONS **N** 0.00

(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance

**S1** 318,261.36

Retirement phase account balance - Non CDBIS

**S2** 0.00

Retirement phase account balance - CDBIS

**S3** 0.00

TRIS Count

Allocated earnings or losses

**O** 19,200.28  Loss

Inward rollovers and transfers

**P**

Outward rollovers and transfers

**Q**

Lump Sum payments

**R1**  Code

Income stream payments

**R2**  Code

CLOSING ACCOUNT BALANCE **S** 318,261.36

(S1 plus S2 plus S3)

Accumulation phase value

**X1**

Retirement phase value

**X2**

Outstanding limited recourse borrowing arrangement amount

**Y**

**B15**

See the Privacy note in the Declaration.

Title Mrs  
 Family name Efstathis  
 First given name Amy Margaret  
 Other given names

Member's TFN XXX XXX XXX

Member 5

Account status 0 Code

Date of birth 11/09/1984  
 If deceased, date of death

**Contributions**

OPENING ACCOUNT BALANCE 0.00

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 Amounts)  
**M**

TOTAL CONTRIBUTIONS **N** 0.00  
(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  
**S1** 72,898.65

Retirement phase account balance - Non CDBIS  
**S2** 0.00

Retirement phase account balance - CDBIS  
**S3** 0.00

0 TRIS Count

Allocated earnings or losses  
**O** 2,898.65 Loss

Inward rollovers and transfers  
**P** 70,000.00

Outward rollovers and transfers  
**Q**

Lump Sum payments  
**R1** Code

Income stream payments  
**R2** Code

CLOSING ACCOUNT BALANCE **S** 72,898.65  
(S1 plus S2 plus S3)

Accumulation phase value  
**X1**

Retirement phase value  
**X2**

Outstanding limited recourse borrowing arrangement amount  
**Y**

**B21**

See the Privacy note in the Declaration.

Title  Member'sTFN  Member

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 Amounts)

**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 payments

**R1**

Code

Income stream payments

**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**

**B23**

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="58,870"/>
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"/>

<b>Limited recourse borrowing arrangements</b>	
Australian residential real property	<b>J1</b> <input type="text"/>
Australian non-residential real property	<b>J2</b> <input type="text"/>
Overseas real property	<b>J3</b> <input type="text"/>
Australian shares	<b>J4</b> <input type="text"/>
Overseas shares	<b>J5</b> <input type="text"/>
Other	<b>J6</b> <input type="text"/>
Property count	<b>J7</b> <input type="text"/>

Limited recourse borrowing arrangements	<b>J</b>	<input type="text" value="0"/>
-----------------------------------------	----------	--------------------------------

Non-residential real property	<b>K</b>	<input type="text" value="660,000"/>
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="6,790"/>

**5,218.19 + 445 + 1,127**

**B3**

15c Other investments

Crypto-Currency	<b>N</b>	<input type="text"/>
-----------------	----------	----------------------

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"/>

<b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS</b> (Sum of labels A to T)	<b>U</b>	<input type="text" value="725,660"/>
-----------------------------------------------------------------------	----------	--------------------------------------

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

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.

**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="723,870"/>
Reserve accounts		<b>X</b>	<input type="text"/>
Other liabilities		<b>Y</b>	<input type="text" value="1,790"/>
<b>TOTAL LIABILITIES</b>		<b>Z</b>	<input type="text" value="725,660"/>

**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 2021–22 income year, write 2022). **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 2022. **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 2022 for each election. **C**

If revoking an interposed entity election, print R, and complete and attach the Interposed entity election or revocation 2022. **D**

**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 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

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 2022 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



## D. PRIOR YEAR INFORMATION

## JARRA SUPERANNUATION FUND

## Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	<b>24200</b>	<b>Contributions</b>			
(3,800.00)	24200/EFSCON00002 A	(Contributions) Efstathis, Constantine - Accumulation			11,993.77
(84,650.00)	24700	Changes in Market Values of Investments			
	<b>25000</b>	<b>Interest Received</b>			
(732.76)	25000/NAB550271147 1	NAB Business Management Account 1147			
	<b>28000</b>	<b>Property Income</b>			
(47,305.94)	28000/PROPCOM108	10/149 Colburn Avenue			95,012.96
2,500.00	30100	Accountancy Fees		5,610.00	
	30200	Administration Costs		273.00	
259.00	30400	ATO Supervisory Levy		259.00	
120.00	30601	Actuarial Fee			
850.00	30700	Auditor's Remuneration		400.00	
	<b>33400</b>	<b>Depreciation</b>			
246.84	33400/AIRPLANT	Airconditioning Plant		176.32	
929.51	33400/MITAIRCON	New Air conditioner - Mitsubishi		1,532.28	
	<b>41600</b>	<b>Pensions Paid</b>			
40,000.00	41600/EFSSSTA00002P	(Pensions Paid) Efstathis, Stathis - Pension (Account Based Pension)		7,000.00	
	<b>42501</b>	<b>Rental Property Expenses</b>			
6,021.25	42501/00011	Body Corporate Fees		7,886.62	
3,996.01	42501/00012	Rates		4,148.41	
680.05	42501/00014	Repairs & Maintenance			
	42501/00015	Valuation fee		1,500.00	
	<b>46000</b>	<b>Benefits Paid/Transfers Out</b>			
10,000.00	46000/ARVMAR00002 A	(Benefits Paid/Transfers Out) Arvanitagis, Marina - Accumulation		236,817.73	
4,400.10	48500	Income Tax Expense		10,514.10	
(13,133.03)	48600	Prior Years Under/Over Provision for Income Tax			
79,618.97	49000	Profit/Loss Allocation Account			169,110.73
	<b>50010</b>	<b>Opening Balance</b>			
(204,572.86)	50010/ARVMAR00002 A	(Opening Balance) Arvanitagis, Marina - Accumulation			232,757.34

## JARRA SUPERANNUATION FUND

## Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
(93,676.58)	50010/EFSCON00002 A	(Opening Balance) Efstathis, Constantine - Accumulation			114,644.94
(163,408.08)	50010/EFSTA00002P	(Opening Balance) Efstathis, Stathis - Pension (Account Based Pension)			151,140.27
(228,059.76)	50010/EFSTER00002A	(Opening Balance) Efstathis, Terry - Accumulation			270,793.70
	<b>52420</b>	<b>Contributions</b>			
(3,800.00)	52420/EFSCON00002 A	(Contributions) Efstathis, Constantine - Accumulation			11,993.77
	<b>53100</b>	<b>Share of Profit/(Loss)</b>			
(34,583.84)	53100/ARVMAR00002 A	(Share of Profit/(Loss)) Arvanitagis, Marina - Accumulation			7,776.93
(16,065.71)	53100/EFSCON00002 A	(Share of Profit/(Loss)) Efstathis, Constantine - Accumulation			17,120.33
(27,732.19)	53100/EFSTA00002P	(Share of Profit/(Loss)) Efstathis, Stathis - Pension (Account Based Pension)			16,110.00
(38,704.30)	53100/EFSTER00002A	(Share of Profit/(Loss)) Efstathis, Terry - Accumulation			32,220.07
	<b>53330</b>	<b>Income Tax</b>			
(3,600.64)	53330/ARVMAR00002 A	(Income Tax) Arvanitagis, Marina - Accumulation		3,716.54	
(1,672.65)	53330/EFSCON00002 A	(Income Tax) Efstathis, Constantine - Accumulation		1,045.80	
(4,029.64)	53330/EFSTER00002A	(Income Tax) Efstathis, Terry - Accumulation		3,952.69	
	<b>53800</b>	<b>Contributions Tax</b>			
570.00	53800/EFSCON00002 A	(Contributions Tax) Efstathis, Constantine - Accumulation		1,799.07	
	<b>54160</b>	<b>Pensions Paid</b>			
40,000.00	54160/EFSTA00002P	(Pensions Paid) Efstathis, Stathis - Pension (Account Based Pension)		7,000.00	
	<b>54500</b>	<b>Benefits Paid/Transfers Out</b>			
10,000.00	54500/ARVMAR00002 A	(Benefits Paid/Transfers Out) Arvanitagis, Marina - Accumulation		236,817.73	
	<b>60400</b>	<b>Bank Accounts</b>			
142,022.13	60400/NAB550271147 1	NAB Business Management Account 1147		13,271.83	
	<b>72650</b>	<b>Fixtures and Fittings (at written down value) - Unitised</b>			
617.16	72650/AIRPLANT	Airconditioning Plant	1.0000	440.84	
7,661.40	72650/MITAIRCON	New Air conditioner - Mitsubishi	1.0000	6,129.12	
	<b>77250</b>	<b>Real Estate Properties (Australian - Non Residential)</b>			
620,000.00	77250/PROPCOM108	10/149 Colburn Avenue	1.0000	620,000.00	

## JARRA SUPERANNUATION FUND

**Trial Balance**

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits \$	Credits \$
(602.34)	84000	GST Payable/Refundable		478.56	
983.90	85000	Income Tax Payable/Refundable			6,116.10
(1,346.00)	86000	PAYG Payable			1,329.00
0.00	88000	Sundry Creditors			32,649.73
				<b>1,170,769.64</b>	<b>1,170,769.64</b>

**Current Year Profit/(Loss): (158,596.63)**

# 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](http://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)

#### 3 Australian business number (ABN)

#### 4 Current postal address





#### 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

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Use Agent address details?

Postal address






Date audit was completed

 A

Was Part A of the audit report qualified ?

 B  N

Was Part B of the audit report qualified ?

 C  N

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

 D

**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.  Print Y for yes or N for no.  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's tax file number (TFN) 97 301 734

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 Day Month Year

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?

Y 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 No, Go to Section B: Income

If Yes Exempt current pension income amount **A**  19,373

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

Segregated assets method **B**

Unsegregated assets method **C**  X

Was an actuarial certificate obtained? **D**  Y Print Y for yes

Did the fund have any other income that was assessable? **E**  Y Print Y for yes or N for no.  If Yes, go to Section B: Income

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.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement

**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**  **N**  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) (U1 plus U2 plus U3) **U**

#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** (Sum of labels A to U) **W**  Loss

Exempt current pension income **Y**

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

**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 style="width: 100%;" type="text"/>	<b>A2</b> <input style="width: 100%;" type="text"/>
Interest expenses overseas	<b>B1</b> <input style="width: 100%;" type="text"/>	<b>B2</b> <input style="width: 100%;" type="text"/>
Capital works expenditure	<b>D1</b> <input style="width: 100%;" type="text"/>	<b>D2</b> <input style="width: 100%;" type="text"/>
Decline in value of depreciating assets	<b>E1</b> <input style="width: 100%;" type="text" value="1,360"/>	<b>E2</b> <input style="width: 100%;" type="text" value="348"/>
Insurance premiums – members	<b>F1</b> <input style="width: 100%;" type="text"/>	<b>F2</b> <input style="width: 100%;" type="text"/>
SMSF auditor fee	<b>H1</b> <input style="width: 100%;" type="text" value="328"/>	<b>H2</b> <input style="width: 100%;" type="text" value="72"/>
Investment expenses	<b>I1</b> <input style="width: 100%;" type="text" value="10,775"/>	<b>I2</b> <input style="width: 100%;" type="text" value="2,760"/>
Management and administration expenses	<b>J1</b> <input style="width: 100%;" type="text" value="5,077"/>	<b>J2</b> <input style="width: 100%;" type="text" value="1,065"/>
Forestry managed investment scheme expense	<b>U1</b> <input style="width: 100%;" type="text"/>	<b>U2</b> <input style="width: 100%;" type="text"/>
Other amounts	<b>L1</b> <input style="width: 100%;" type="text"/> <small>Code</small> <input style="width: 30px;" type="text"/>	<b>L2</b> <input style="width: 100%;" type="text" value="4,400"/> <small>Code</small> <input style="width: 30px;" type="text" value="0"/>
Tax losses deducted	<b>M1</b> <input style="width: 100%;" type="text"/>	
<b>TOTAL DEDUCTIONS</b> <b>N</b> <input style="width: 100%;" type="text" value="17,540"/> (Total A1 to M1)		<b>TOTAL NON-DEDUCTIBLE EXPENSES</b> <b>Y</b> <input style="width: 100%;" type="text" value="8,645"/> (Total A2 to L2)
<b>#TAXABLE INCOME OR LOSS</b> <small>Loss</small> <b>O</b> <input style="width: 100%;" type="text" value="70,094"/> <input style="width: 30px;" type="text"/> (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)		<b>TOTAL SMSF EXPENSES</b> <b>Z</b> <input style="width: 100%;" type="text" value="26,185"/> (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	<b>A</b> <input style="width: 100%;" type="text" value="70,094"/>
(an amount must be included even if it is zero)	
#Tax on taxable income	<b>T1</b> <input style="width: 100%;" type="text" value="10,514.10"/>
(an amount must be included even if it is zero)	
#Tax on no-TFN-quoted contributions	<b>J</b> <input style="width: 100%;" type="text" value="0.00"/>
(an amount must be included even if it is zero)	
Gross tax	<b>B</b> <input style="width: 100%;" type="text" value="10,514.10"/>
(T1 plus J)	

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"/>	
Early stage investor tax offset carried forward from previous year <b>D4</b> <input type="text"/>	

**SUBTOTAL 2**  
**T3**   
(T2 less D –cannot be less than zero)

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**

Credit for interest on early payments – amount of interest <b>H1</b> <input style="width: 150px;" type="text"/>	<b>Eligible credits</b> <b>H</b> <input style="width: 100px;" type="text" value="0.00"/> (H1 plus H2 plus H3 plus H5 plus H6 plus H8)
Credit for tax withheld – foreign resident withholding (excluding capital gains) <b>H2</b> <input style="width: 150px;" type="text"/>	
Credit for tax withheld – where ABN or TFN not quoted (non-individual) <b>H3</b> <input style="width: 150px;" type="text"/>	
Credit for TFN amounts withheld from payments from closely held trusts <b>H5</b> <input style="width: 150px;" type="text"/>	
Credit for interest on no-TFN tax offset <b>H6</b> <input style="width: 150px;" type="text"/>	
Credit for foreign resident capital gains withholding amounts <b>H8</b> <input style="width: 150px;" type="text"/>	

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets).	<b>I</b> <input style="width: 100px;" type="text" value="0.00"/> (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**

<b>Total amount of tax payable</b> (T5 plus G less H less I less K plus L less M plus N)	<b>S</b> <input style="width: 100px;" type="text" value="6,375.10"/>
---------------------------------------------------------------------------------------------	----------------------------------------------------------------------

#This is a mandatory label.

**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	<input style="width: 100%;" type="text"/>
Collectables	<input style="width: 100%;" type="text"/>

Net capital losses carried forward to later income years	
	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>

**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		Mrs	See the Privacy note in the Declaration.	Member Number	1
Family name		ARVANITAGIS	Member'sTFN	486 398 895	
First given name		MARINA	Account status		
Other given names			C Code		
Date of birth		28/11/1973	If deceased, date of death		

**Contributions**

OPENING ACCOUNT BALANCE 232,757.34

Refer to instructions for completing these labels	Proceeds from primary residence disposal
Employer contributions	H
A	Receipt date
ABN of principal employer	H1
A1	Assessable foreign superannuation fund amount
Personal contributions	I
B	Non-assessable foreign superannuation fund amount
CGT small business retirement exemption	J
C	Transfer from reserve: assessable amount
CGT small business 15-year exemption amount	K
D	Transfer from reserve: non-assessable amount
Personal injury election	L
E	Contributions from non-complying funds and previously non-complying funds
Spouse and child contributions	T
F	Any other contributions (including Super Co-contributions and low Income Super Contributions)
Other third party contributions	M
G	
<b>TOTAL CONTRIBUTIONS N</b> 0.00	
(Sum of labels A to M)	

**Other transactions**

Accumulation phase account balance	Allocated earnings or losses	O	4,060.39	Loss
S1 0.00	Inward rollovers and transfers	P		
Retirement phase account balance - NonCDBIS	Outward rollovers and transfers	Q	226,817.73	Code
S2 0.00	Lump Sum payment	R1	10,000.00	B
Retirement phase account balance -CDBIS	Income stream payment	R2		Code
S3 0.00				
0 TRISCount	<b>CLOSING ACCOUNT BALANCE S</b>		0.00	
	S1 plus S2 plus S3			
Accumulation phase value	X1			
Retirement phase value	X2			
Outstanding limited recourse borrowing arrangement amount	Y			

Fund's tax file number (TFN) 97 301 734

See the Privacy note in the Declaration.		Member Number
Title	Mr	Member'sTFN 486 398 887
Family name	EFSTATHIS	2
First given name	CONSTANTINE	Account status
Other given names		0 Code
Date of birth	02/02/1977	If deceased, date of death

**Contributions**

OPENING ACCOUNT BALANCE 114,644.94

Refer to instructions for completing these labels

Employer contributions  
**A** 11,993.77

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** 11,993.77

(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  
**S1** 140,914.24

Retirement phase account balance - NonCDBIS  
**S2** 0.00

Retirement phase account balance -CDBIS  
**S3** 0.00

0 TRISCount

Allocated earnings or losses **O** 14,275.53 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** 140,914.24

S1 plus S2 plus S3

Accumulation phase value **X1**

Retirement phase value **X2**

Outstanding limited recourse borrowing arrangement amount **Y**

	See the Privacy note in the Declaration.	
Title	Mr	Member'sTFN 475 177 325
Family name	EFSTATHIS	Member Number 3
First given name	STATHIS	Account status 0 Code
Other given names		
Date of birth	25/12/1941	If deceased, date of death

**Contributions**

OPENING ACCOUNT BALANCE 151,140.27

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** 0.00

(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  
**S1** 0.00

Retirement phase account balance - NonCDBIS  
**S2** 160,250.28

Retirement phase account balance -CDBIS  
**S3** 0.00

0 TRISCount

Allocated earnings or losses **O** 16,110.01 Loss

Inward rollovers and transfers **P**

Outward rollovers and transfers **Q**

Lump Sum payment **R1** Code

Income stream payment **R2** 7,000.00 Code M

**CLOSING ACCOUNT BALANCE S** 160,250.28

S1 plus S2 plus S3

Accumulation phase value **X1**

Retirement phase value **X2**

Outstanding limited recourse borrowing arrangement amount **Y**

	See the Privacy note in the Declaration.	
Title	Mr	Member's TFN 486 398 907
Family name	EFSTATHIS	Member Number 4
First given name	TERRY	Account status 0 Code
Other given names		
Date of birth	16/07/1960	If deceased, date of death

**Contributions**

OPENING ACCOUNT BALANCE 270,793.70

<p>Refer to instructions for completing these labels</p> <p>Employer contributions <b>A</b></p> <p>ABN of principal employer <b>A1</b></p> <p>Personal contributions <b>B</b></p> <p>CGT small business retirement exemption <b>C</b></p> <p>CGT small business 15-year exemption amount <b>D</b></p> <p>Personal injury election <b>E</b></p> <p>Spouse and child contributions <b>F</b></p> <p>Other third party contributions <b>G</b></p>	<p>Proceeds from primary residence disposal <b>H</b></p> <p>Receipt date <b>H1</b></p> <p>Assessable foreign superannuation fund amount <b>I</b></p> <p>Non-assessable foreign superannuation fund amount <b>J</b></p> <p>Transfer from reserve: assessable amount <b>K</b></p> <p>Transfer from reserve: non-assessable amount <b>L</b></p> <p>Contributions from non-complying funds and previously non-complying funds <b>T</b></p> <p>Any other contributions (including Super Co-contributions and low Income Super Contributions) <b>M</b></p>
<p><b>TOTAL CONTRIBUTIONS N</b> 0.00</p> <p>(Sum of labels A to M)</p>	

**Other transactions**

<p>Accumulation phase account balance <b>S1</b> 299,061.00</p> <p>Retirement phase account balance - NonCDBIS <b>S2</b> 0.00</p> <p>Retirement phase account balance -CDBIS <b>S3</b> 0.00</p> <p>0 TRISCount</p>	<p>Allocated earnings or losses <b>O</b> 28,267.30</p> <p>Inward rollovers and transfers <b>P</b></p> <p>Outward rollovers and transfers <b>Q</b></p> <p>Lump Sum payment <b>R1</b></p> <p>Income stream payment <b>R2</b></p>	<p>Loss</p> <p>Code</p> <p>Code</p>
<p><b>CLOSING ACCOUNT BALANCE S</b> 299,061.00</p> <p>S1 plus S2 plus S3</p>		
<p>Accumulation phase value <b>X1</b></p> <p>Retirement phase value <b>X2</b></p> <p>Outstanding limited recourse borrowing arrangement amount <b>Y</b></p>		

**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="13,272"/>
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"/>

<b>Limited recourse borrowing arrangements</b>	
Australian residential real property	<b>J1</b> <input type="text"/>
Australian non-residential real property	<b>J2</b> <input type="text"/>
Overseas real property	<b>J3</b> <input type="text"/>
Australian shares	<b>J4</b> <input type="text"/>
Overseas shares	<b>J5</b> <input type="text"/>
Other	<b>J6</b> <input type="text"/>
Property count	<b>J7</b> <input type="text"/>

Limited recourse borrowing arrangements	<b>J</b>	<input type="text" value="0"/>
-----------------------------------------	----------	--------------------------------

Non-residential real property	<b>K</b>	<input type="text" value="620,000"/>
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="6,570"/>

15c Other investments

Crypto-Currency	<b>N</b>	<input type="text"/>
-----------------	----------	----------------------

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"/>

<b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS</b> (Sum of labels A to T)	<b>U</b>	<input type="text" value="639,842"/>
-----------------------------------------------------------------------	----------	--------------------------------------

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

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.

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements <b>V1</b> <input style="width: 100%;" type="text"/>	
Permissible temporary borrowings <b>V2</b> <input style="width: 100%;" type="text"/>	
Other borrowings <b>V3</b> <input style="width: 100%;" type="text"/>	
Borrowings <b>V</b> <input style="width: 100%;" type="text" value="0"/>	

Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	<b>W</b>	<input style="width: 90%;" type="text" value="600,225"/>
Reserve accounts	<b>X</b>	<input style="width: 90%;" type="text"/>
Other liabilities	<b>Y</b>	<input style="width: 90%;" type="text" value="39,617"/>
<b>TOTAL LIABILITIES</b>		<b>Z</b> <input style="width: 90%;" type="text" value="639,842"/>

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains	<b>H</b>	<input style="width: 90%;" type="text"/>
Total TOFA losses	<b>I</b>	<input style="width: 90%;" 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**

**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  Day  Month  Year

**Preferred trustee or director contact details:**

Title

Family name

First given name

Other given names

Phone number  Area code  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  Day  Month  Year

**Tax agent's contact details**

Title

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number  Area code  Number

Tax agent number

Reference number

Marina Arvanitagis  
 17 Weal Avenue  
 Tarragindi, Queensland, 4121, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	47	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	
Date Joined Fund:	26/06/1995	Total Death Benefit:	0.00
Service Period Start Date:	01/07/1992	Current Salary:	0.00
Date Left Fund:	17/06/2021	Previous Salary:	0.00
Member Code:	ARVMAR00002A	Disability Benefit:	0.00
Account Start Date:	26/06/1995		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

**Total Benefits**

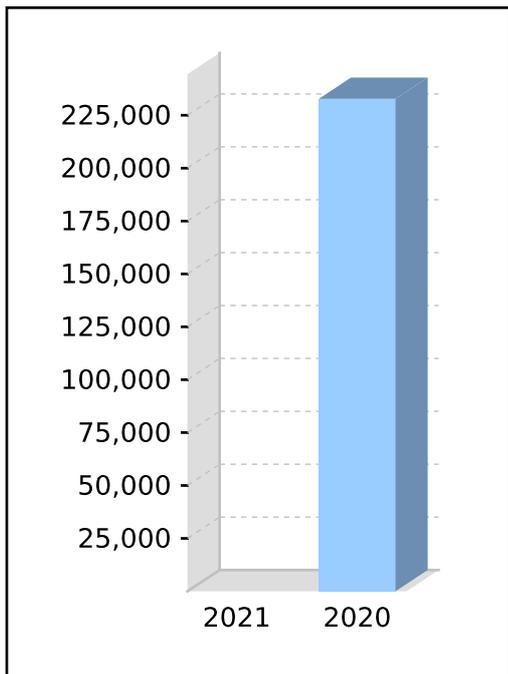
Preservation Components

- Preserved
- Unrestricted Non Preserved
- Restricted Non Preserved

Tax Components

- Tax Free
- Taxable

Investment Earnings Rate 0%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2020	232,757.34	204,572.86
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	7,776.93	34,583.84
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	3,716.54	(3,600.64)
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	236,817.73	10,000.00
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	0.00	232,757.34

Terry Efstathis  
 41 Ritchard Avenue  
 Coogee, New South Wales, 2034, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	60	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	299,061.08
Date Joined Fund:	26/06/1995		
Service Period Start Date:	01/07/1983		
Date Left Fund:			
Member Code:	EFSTER00002A		
Account Start Date:	26/06/1995		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

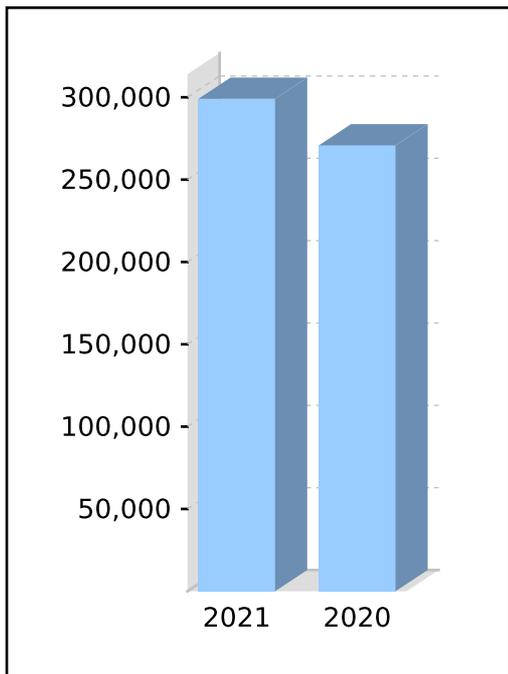
Total Benefits 299,061.08

Preservation Components

Preserved 288,730.22  
 Unrestricted Non Preserved 10,330.86  
 Restricted Non Preserved

Tax Components

Tax Free 25,293.30  
 Taxable 273,767.78  
 Investment Earnings Rate 0%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2020	270,793.70	228,059.76
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	32,220.07	38,704.30
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	3,952.69	(4,029.64)
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	299,061.08	270,793.70

**JARRA SUPERANNUATION FUND**  
**Members Statement**

D19

Stathis Efstathis  
 95 Masthead Drive  
 Cleveland, Queensland, 4163, Australia

**Your Details**

Date of Birth :	Provided	Reversionary Pension:	NO
Age:	79	Nominated Beneficiaries:	N/A
Tax File Number:	Provided	Nomination Type:	N/A
Date Joined Fund:	01/07/2013	Vested Benefits:	160,250.27
Service Period Start Date:	15/12/1966	Centrelink Product	503
Date Left Fund:			
Member Code:	EFSSTA00002P		
Account Start Date:	01/07/2013		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension		

**Your Balance**

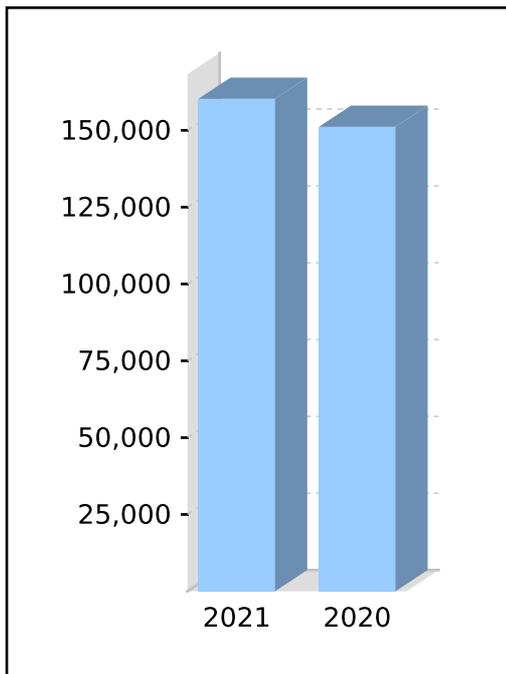
Total Benefits 160,250.27

Preservation Components

Preserved  
 Unrestricted Non Preserved 160,250.27  
 Restricted Non Preserved

Tax Components

Tax Free (58.78%) 94,200.01  
 Taxable 66,050.26  
 Investment Earnings Rate 0%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2020	151,140.27	163,408.08
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	16,110.00	27,732.19
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	7,000.00	40,000.00
Contributions Tax		
Income Tax		
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	160,250.27	151,140.27

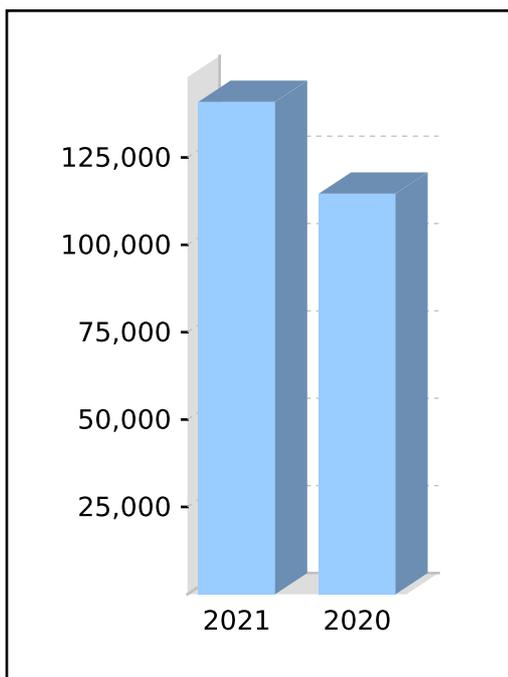
Constantine Efstathis  
 88 Bundah Street  
 Camp Hill, Queensland, 4152, Australia

**Your Details**

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	44	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	140,914.17
Date Joined Fund:	26/06/2014	Total Death Benefit:	140,914.17
Service Period Start Date:	01/10/1995	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	EFSCON00002A	Disability Benefit:	0.00
Account Start Date:	26/06/2014		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

**Your Balance**

<b>Total Benefits</b>	140,914.17
<u>Preservation Components</u>	
Preserved	140,914.17
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	
Taxable	140,914.17
Investment Earnings Rate	0%



**Your Detailed Account Summary**

	This Year	Last Year
Opening balance at 01/07/2020	114,644.94	93,676.58
<u>Increases to Member account during the period</u>		
Employer Contributions	11,993.77	3,800.00
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	17,120.33	16,065.71
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	1,799.07	570.00
Income Tax	1,045.80	(1,672.65)
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	140,914.17	114,644.94

**JARRA SUPERANNUATION FUND**

**DEPRECIATION SCHEDULE FOR THE REPORTING PERIOD 1 JULY 2020 TO 30 JUNE 2021**

Account	Description	Cost	Opening Written Down Value	Disposals	Additions	Total Value for Depreciation	Rate	Depreciation Prime Cost	Depreciation Diminishing Balance	Closing Written Down Value
	<b>Fixtures and Fittings (at written down value)</b>									
726/001	Airconditioning Plant	15,000.00	617.16			617.16	28.57		176.32	440.84
726/003	New Air conditioner - Mitsubishi	8,590.91	7,661.40			7,661.40	20.00		1,532.28	6,129.12
		23,590.91	8,278.56			8,278.56			1,708.60	6,569.96



# E. PREPARATION DOCUMENTS

## JARRA SUPERANNUATION FUND

## Detailed Activity Statement Preparation

For The Period 01 July 2021 - 30 June 2022

Description	Reference	Gross(Inc GST)	GST Rate	GST
<b>Income</b>				
<b>Sales</b>				
<b>Property Income</b>				
10/149 Colburn Avenue				
13/07/2021	JulOct22 CBA 068523	<b>A17#2</b> 17,640.20	100%	1,603.65
30/06/2022	Dr Pension SEE/Cr Rent Income	<b>A17#4 / F68</b> 6,000.00	100%	545.45
		23,640.20		2,149.10
		23,640.20		2,149.10
<b>Total Sales</b>	G1	23,640.20		
<b>Total GST collected on Sales</b>	1A			2,149.10
<b>Expenses</b>				
<b>Property income: 21,491.10</b>				
<b>Capital Purchases</b>				
<b>Total Capital Purchases</b>	G10	0.00		
<b>Non Capital Purchases</b>				
<b>Accountancy Fees</b>				
Accountancy Fees				
24/06/2022	Online D0848213393 Pd Inv 922929 Jarra Super	<b>F35</b> 4,455.00	75%	303.75
		4,455.00		303.75
		4,455.00		303.75
<b>Accounting fee: 4,151.25</b>				
<b>Auditor's Remuneration</b>				
Auditor's Remuneration				
21/06/2022	Internet Transfer Audit Inv	<b>F37</b> 440.00	GST Free	0.00
		440.00		0.00
		440.00		0.00
<b>Rental Property Expenses</b>				
Body Corporate Fees				
30/08/2021	Internet Bpay Deft Payments 2069540420106	<b>F17</b> 2,141.60	GST Free	0.00
01/11/2021	Internet Bpay Deft Payments 2069540420106	<b>F18</b> 2,141.60	GST Free	0.00
31/01/2022	Internet Bpay Deft Payments 2069540420106	<b>F19</b> 2,141.60	GST Free	0.00
28/04/2022	Internet Bpay Deft Payments 2069540420106	<b>F20</b> 2,141.60	GST Free	0.00
		8,566.40		0.00
<b>Rates</b>				

## JARRA SUPERANNUATION FUND

**Detailed Activity Statement Preparation**

For The Period 01 July 2021 - 30 June 2022

Description	Reference	Gross(Inc GST)	GST Rate	GST
13/08/2021 Internet Bpay Redland City Council 2020726		<b>F21</b> 988.32	GST Free	0.00
16/11/2021 Internet Bpay Redland City Council 2020726		<b>F23</b> 1,192.82	GST Free	0.00
15/02/2022 Internet Bpay Redland City Council 2020726		<b>F26</b> 1,099.92	GST Free	0.00
17/05/2022 Internet Bpay Redland City Council 2020726		<b>F29</b> 1,077.47	GST Free	0.00
		4,358.53		0.00
		<b>12,924.93</b>		0.00
<b>Total Non Capital Purchases</b>	G11	17,819.93		
<b>Total GST Paid on Purchases</b>	1B			303.75

**BAS Summary**

<b>Total Sales</b>	<b>G1</b>	23,640.20	<b>Total GST Collected on Sales</b>	<b>1A</b>	2,149.10
<b>Total Capital Purchases</b>	<b>G10</b>	0.00	<b>Total GST Paid on Purchases</b>	<b>1B</b>	303.75
<b>Total Non Capital Purchases</b>	<b>G11</b>	17,819.93	<b>GST Payable / (Refundable)</b>		1,845.35

**GST payable: 1,845.35 - 478.56 (D3) - 1,603.00 (F40) + 481.00 + 445.00 (F39) = 689.79**

## JARRA SUPERANNUATION FUND

# Market Movement Report

As at 30 June 2022

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
AIRPLANT - Airconditioning Plant										
	01/07/2021	Opening Balance	1.00	0.00	0.00	0.00	440.84	0.00	0.00	0.00
	30/06/2022	Depreciation	0.00	0.00	0.00	(125.95)	314.89	0.00	0.00	0.00
	<b>30/06/2022</b>		<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(125.95)</b>	<b>314.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
MITAIRCON - New Air conditioner - Mitsubishi										
	01/07/2021	Opening Balance	1.00	0.00	0.00	0.00	6,129.12	0.00	0.00	0.00
	30/06/2022	Depreciation	0.00	0.00	0.00	(1,225.82)	4,903.30	0.00	0.00	0.00
	<b>30/06/2022</b>		<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,225.82)</b>	<b>4,903.30</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
PROPCOM108 - 10/149 Colburn Avenue										
	01/07/2021	Opening Balance	1.00	0.00	0.00	0.00	620,000.00	0.00	0.00	0.00
	30/06/2022	Revaluation	0.00	0.00	40,000.00	0.00	660,000.00	0.00	0.00	0.00
	<b>30/06/2022</b>		<b>1.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>660,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Market Movement</b>					<b>40,000.00</b>				<b>0.00</b>	<b>40,000.00</b>

# Depreciation Schedule

For The Period 01 July 2021 - 30 June 2022

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments			Depreciation			Closing Written Down Value	
				Disposals/ Decrease	Additions/ Increase	Total Value For Depreciation <sup>1</sup>	Method	Rate	Calculated Depreciation <sup>2</sup>		Posted Depreciation <sup>3</sup>
<b>Fixtures and Fittings (at written down value) - Unitised</b>											
Airconditioning Plant											
	23/12/2010	15,000.00	440.84			440.84	Diminishing Value	28.57 %	125.95	125.95	314.89
New Air conditioner - Mitsubishi											
	16/12/2019	8,590.91	6,129.12			6,129.12	Diminishing Value	20.00 %	1,225.82	1,225.82	4,903.30
		<b>23,590.91</b>	<b>6,569.96</b>			<b>6,569.96</b>				<b>1,351.77</b>	<b>5,218.19</b>
				<b>D21</b>							
		<b>23,590.91</b>	<b>6,569.96</b>			<b>6,569.96</b>				<b>1,351.77</b>	<b>5,218.19</b>

<sup>1</sup> Amounts have been pro rated based on number of days in the year

<sup>2</sup> Depreciation calculated as per depreciation method

<sup>3</sup> Depreciation amounts posted to the ledger

## JARRA SUPERANNUATION FUND

## Exempt Current Pension Income Reconciliation

For The Period 01 July 2021 - 30 June 2022

Ref to A19 - Exempt proportion: 25.88%

Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
<b>Segment - 01 July 2021 to 01 February 2022</b>					
<b>Label B</b>					
13/07/2021	28000/PROPCOM108	10/149 Colburn Avenue	16,036.55		
		<b>Total</b>	16,036.55	25.880 %	4,150.26
<b>Total Segment ECPI *</b>					<b>4,150.26</b>
<b>Segment - 29 March 2022 to 30 June 2022</b>					
<b>Label B</b>					
30/06/2022	28000/PROPCOM108	10/149 Colburn Avenue	5,454.55		
		<b>Total</b>	5,454.55	25.880 %	1,411.64
<b>Label C</b>					
30/06/2022	25000/NAB5502711471	NAB Business Management Account 1147	1.31		
		<b>Total</b>	1.31	25.880 %	0.34
<b>Total Segment ECPI *</b>					<b>1,411.98</b>
<b>SMSF Annual Return Rounding</b>					<b>1.24</b>
<b>Total ECPI</b>					<b>5,561.00</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.

## JARRA SUPERANNUATION FUND

## Pension Non Deductible Expense Report

For The Period 01 July 2021 - 30 June 2022

Ref to A19 - Exempt proportion: 25.88%

	Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible
<b>Segment - 01 July 2021 to 01 February 2022</b>							
<u>Label I</u>							
	13/08/2021	42501/00012	Rates	988.32			
	16/11/2021	42501/00012	Rates	1,192.82			
	30/08/2021	42501/00011	Body Corporate Fees	2,141.60			
	31/01/2022	42501/00011	Body Corporate Fees	2,141.60			
	01/11/2021	42501/00011	Body Corporate Fees	2,141.60			
			<b>Total</b>	8,605.94	25.880 %	6,378.71	2,227.23
						<b>Total Segment Expenses</b>	<b>6,378.71</b>
							<b>2,227.23</b>
<b>Segment - 02 February 2022 to 28 March 2022</b>							
<u>Label I</u>							
	15/02/2022	42501/00012	Rates	1,099.92			
			<b>Total</b>	1,099.92	25.880 %	815.26	284.66
						<b>Total Segment Expenses</b>	<b>815.26</b>
							<b>284.66</b>
<b>Segment - 29 March 2022 to 30 June 2022</b>							
<u>Label E</u>							
	30/06/2022	33400/MITAIRCON	New Air conditioner - Mitsubishi	1,225.82			
	30/06/2022	33400/AIRPLANT	Airconditioning Plant	125.95			
			<b>Total</b>	1,351.77	25.880 %	1,001.93	349.84

## JARRA SUPERANNUATION FUND

## Pension Non Deductible Expense Report

For The Period 01 July 2021 - 30 June 2022

Ref to A19 - Exempt proportion: 25.88%

	Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible	
<b>Label E</b>								
<b>Label H</b>								
	21/06/2022	30700	Auditor's Remuneration	440.00 E1				
			<b>Total</b>	440.00	25.880 %	326.13	113.87	
<b>Label I</b>								
	28/04/2022	42501/00011	Body Corporate Fees	2,141.60 E1				
	17/05/2022	42501/00012	Rates	1,077.47 E2				
			<b>Total</b>	3,219.07	25.880 %	2,385.97	833.10	
<b>Label J</b>								
	24/06/2022	30100	Accountancy Fees	4,151.25 E1				
	30/06/2022	31500	Bank Charges	35.00 A9#3				
			<b>Total</b>	4,186.25	25.880 %	3,102.85	1,083.40	
	16/05/2022	30400	ATO Supervisory Levy	259.00				
			<b>Total</b>	259.00	0.000 %	259.00	0.00	
						<b>Label Total</b>	3,361.85	1,083.40
<b>Label L</b>								
	16/05/2022	85000	Income Tax Payable/Refundable	6,116.10 = 6,375.10 (F38) - 259.00				



ODYSSEY ODYSSEY ODYSSEY  
Odyssey Odyssey Odyssey  
Odyssey Odyssey Odyssey



## F. SOURCE DOCUMENTS



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/007237



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance, Total credits, Total debits, and Closing balance.

Statement starts 1 July 2021
Statement ends 30 July 2021

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street Mall, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Contains transaction entries from July 2021.

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Lists Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's 'A Guide to Fees & Charges' booklet.

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits...

211/7202/M007237/S011431/1022861



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/001129



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance (\$5,407.08 Cr), Total credits (\$0.00), Total debits (\$3,129.92), and Closing balance (\$2,277.16 Cr).

Statement starts 31 July 2021
Statement ends 31 August 2021

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street Mall, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Transactions include Brought forward, Internet Bpay to Redland City Council, and Internet Bpay to Deft Payments.

Summary of Government Charges

Table with 3 columns: Government charge type, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

243/7202/M001129/S001877/J003753



**Corporate Cheque Account**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.

038/006511



JARRA INVESTMENTS SUPER FUND  
95 MASTHEAD DRIVE  
CLEVELAND QLD 4163

**Account Balance Summary**

Opening balance	\$2,277.16 Cr
Total credits	\$0.00
Total debits	\$0.00
<b>Closing balance</b>	<b>\$2,277.16 Cr</b>

**Statement starts 1 September 2021**  
**Statement ends 30 September 2021**

**Outlet Details**

Capital Office  
Shop G1, Queen Adelaide Building  
90-112 Queen Street Mall, Brisbane Qld 4001

**Account Details**

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND  
CORPORATE CHEQUE ACCOUNT  
BSB number 084-004  
Account number 55-027-1147

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
1 Sep 2021	Brought forward			2,277.16 Cr

**Summary of Government Charges**

	From 1 July to date	Last year to 30 June
<b>Government</b>		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

**Explanatory Notes**

*Please check all entries and report any apparent error or possible unauthorised transaction immediately.*

*We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.*

*For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.*

273/7203/A006511/S009915/ID19829



**Corporate Cheque Account**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/003514



JARRA INVESTMENTS SUPER FUND  
95 MASTHEAD DRIVE  
CLEVELAND QLD 4163

**Account Balance Summary**

Opening balance	\$2,277.16	Cr
Total credits	\$1,184.40	
Total debits	\$0.00	
<b>Closing balance</b>	<b>\$3,461.56</b>	<b>Cr</b>

**Statement starts 1 October 2021**  
**Statement ends 29 October 2021**

**Outlet Details**

Capital Office  
Shop G1, Queen Adelaide Building  
90-112 Queen Street Mall, Brisbane Qld 4001

**Account Details**

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND  
CORPORATE CHEQUE ACCOUNT  
BSB number 084-004  
Account number 55-027-1147

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
1 Oct 2021	Brought forward			2,277.16 Cr
18 Oct 2021	Ce Super CBA 068523.....		1,184.40	3,461.56 Cr

**Summary of Government Charges**

	From 1 July to date	Last year to 30 June
<b>Government</b>		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

**Explanatory Notes**

*Please check all entries and report any apparent error or possible unauthorised transaction immediately.*

*We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.*

*For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.*

302/7202/M003514/S005710/ID11419



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/003246



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance (\$3,461.56 Cr), Total credits (\$0.00), Total debits (\$3,334.42), and Closing balance (\$127.14 Cr).

Statement starts 30 October 2021
Statement ends 30 November 2021

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street Mall, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Transactions include Brought forward, Internet Bpay (Deft Payments), and Internet Bpay (Redland City Council).

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

334/7202/M003246/S005391/ID10781



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/006905



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance (\$127.14 Cr), Total credits (\$890.00), Total debits (\$0.00), and Closing balance (\$1,017.14 Cr).

Statement starts 1 December 2021
Statement ends 31 December 2021

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Transactions include Brought forward and a debit from VIC Pt Pharm.

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's 'A Guide to Fees & Charges' booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

365/72/03/A006905/S01.11.20/ID22239



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/003146



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance, Total credits, Total debits, and Closing balance.

Statement starts 1 January 2022
Statement ends 31 January 2022

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Shows transactions for 1 Jan 2022, 18 Jan 2022, and 31 Jan 2022.

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's 'A Guide to Fees & Charges' booklet.

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits...

031/7202/M003146/S003564/011127



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/011453



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance (\$257.34 Cr), Total credits (\$1,500.00), Total debits (\$1,099.92), and Closing balance (\$657.42 Cr).

Statement starts 1 February 2022
Statement ends 28 February 2022

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

For Your Information

Be on the lookout for invoice scams. Criminals can change bank account details on a legitimate invoice to an account controlled by scammers. Criminals may also make a request by email or phone to update bank account details for suppliers or employees. Before actioning, always confirm any changes to payment details by contacting the supplier/employee using a phone number listed on their website or you have on file. Learn how to recognise scams and protect your business by visiting nab.com.au/security.

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Transactions include Brought forward, Online M6267755401 Super for De VIC Pt Pharm, and Internet Bpay Redland City Council.

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

059/72/01/A011453/S019077/038153



**Corporate Cheque Account**

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/003500



JARRA INVESTMENTS SUPER FUND  
95 MASTHEAD DRIVE  
CLEVELAND QLD 4163

**Account Balance Summary**

Opening balance	\$657.42	Cr
Total credits	\$0.00	
Total debits	\$0.00	
<b>Closing balance</b>	<b>\$657.42</b>	<b>Cr</b>

**Statement starts 1 March 2022**  
**Statement ends 31 March 2022**

**Outlet Details**

Capital Office  
Shop G1, Queen Adelaide Building  
90-112 Queen Street, Brisbane Qld 4001

**Account Details**

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND  
CORPORATE CHEQUE ACCOUNT  
BSB number 084-004  
Account number 55-027-1147

**Transaction Details**

Date	Particulars	Debits	Credits	Balance
1 Mar 2022	Brought forward			657.42 Cr

**Summary of Government Charges**

	From 1 July to date	Last year to 30 June
<b>Government</b>		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

**Explanatory Notes**

*Please check all entries and report any apparent error or possible unauthorised transaction immediately.*

*We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.*

*For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.*

090/72/03/0003500/5005434/ID10867



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/003135



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance, Total credits, Total debits, and Closing balance.

Statement starts 1 April 2022
Statement ends 29 April 2022

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Lists transactions from 1 Apr 2022 to 28 Apr 2022.

Summary of Government Charges

Table with 3 columns: Government charge type, From 1 July to date, Last year to 30 June. Includes Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's 'A Guide to Fees & Charges' booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

119/7202/M003135/S005906/011811



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/011718



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance (\$68,600.22 Cr), Total credits (\$0.00), Total debits (\$15,267.57), and Closing balance (\$53,332.65 Cr).

Statement starts 30 April 2022
Statement ends 31 May 2022

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Transactions include Brought forward, Interest rate, Jarra Super, Internet Bpay (Tax Office Payments), and Internet Bpay (Redland City Council).

Summary of Government Charges

Table with 3 columns: Government, From 1 July to date, Last year to 30 June. Rows include Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

15/1/72/01/A011718/S019908/039815



Corporate Cheque Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



038/008250



JARRA INVESTMENTS SUPER FUND
95 MASTHEAD DRIVE
CLEVELAND QLD 4163

Account Balance Summary

Table with 2 columns: Description, Amount. Rows include Opening balance, Total credits, Total debits, and Closing balance.

Statement starts 1 June 2022
Statement ends 30 June 2022

Outlet Details

Capital Office
Shop G1, Queen Adelaide Building
90-112 Queen Street, Brisbane Qld 4001

Account Details

JARRA INVESTMENTS PTY LTD SUPERANNUATION FUND
CORPORATE CHEQUE ACCOUNT
BSB number 084-004
Account number 55-027-1147

For Your Information

We're changing how often we send paper statements for this account to align with the product's Terms & Conditions and after 30 days your statement cycle will move to half-yearly (i.e. every six months).

Transaction Details

Table with 5 columns: Date, Particulars, Debits, Credits, Balance. Lists transactions from 1 Jun 2022 to 30 Jun 2022.

Summary of Government Charges

Table with 3 columns: Government charge type, From 1 July to date, Last year to 30 June. Includes Withholding tax and Bank Account Debit (BAD) tax.

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's 'A Guide to Fees & Charges' booklet.

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately. We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

181/7203/A008250/S013297/ID26593

# Roll In Transaction

Conversation ID: Rollover.11789425178.20220420063739996 | Date created: 20 Apr 2022

<p><b>TRANSFERRING FUND</b></p> <p><b>JARRA SUPERANNUATION FUND</b></p> <p>ABN      14269270915</p> <p>ESA      wrkrSMSF</p>	<p><b>Roll In</b></p> <p>←</p> <p><b>Transaction</b></p>	<p><b>RECEIVING FUND</b></p> <p><b>Mercy Super</b></p> <p>ABN      11789425178</p> <p>USI      11789425178001</p>
------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

**Member details**

Given name	Amy
Other given name	Margaret
Family name	Efstathis
DOB	11/09/1984
TFN	XXXXXX766
Member context id	
Address	88 Bundah Street, Camp Hill, QLD, 4152, AU
Eligible service period start date	06/07/2000
Member ID in Mercy Super	UNKNOWN
Member ID in Mercy Super	76585

**Rollover Details**

**Benefits**

Transfer type	Partial rollover
---------------	------------------

Rollover amount \$70,000.00

Benefits remaining No

Preserved \$70,000.00

Unrestricted \$0.00

Restricted \$0.00

**Tax**

Tax free \$0.00

Taxed \$70,000.00

Untaxed \$0.00

**Insurance**

Death cover \$4,312,446.00

Total permanent disablement cover \$1,425,870.00

Income protection monthly cover \$32,721.33

**Kiwi Saver**

Preserved \$0.00

Tax free \$0.00

**Other details**

NA otherText

**Total Transfers in: \$70,000.00 + \$431.13 (F16) = \$70,431.13**



038

JARRA SUPERANNUATION FUND  
95 MASTHEAD DR  
CLEVELAND QLD 4163

Our reference: 7129928151257  
Phone: 13 10 20

10 June 2022

## Rollover benefits statement for unclaimed superannuation money

Dear Sir/Madam

The following member has nominated to rollover their unclaimed superannuation money held by the Australian Taxation Office.

If you're unable to accept this rollover superannuation benefit payment you will need to complete a *Superannuation payment variation advice* form and return it with the payment on or before 12 July 2022. You will need to include the contributions reference number for that member.

To obtain the payment reference number or to request more information about making a payment, phone **1800 815 886**.

Where any amount is not repaid by the due date, a general interest charge accrues on the outstanding balance until the entire amount has been paid. Interest is calculated on a daily compounding basis and is currently imposed at a rate of 7.07% per annum.

You can claim a general interest charge as a tax deduction in the same financial year that it accrues against your account.

### For more information

If you have any questions, you can:

- visit our website at [www.ato.gov.au](http://www.ato.gov.au)
- phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday
- email us at [supercrt@ato.gov.au](mailto:supercrt@ato.gov.au)

Be aware that sending emails has the risk of potential compromise of personal information, as their transmission is along a public medium. Phoning is the more secure option. If you do call, please quote the organisation's tax file number or Australian business number and 'Our reference' from the top of this letter.

Yours faithfully

Chris Jordan  
Commissioner of Taxation



JARRA SUPERANNUATION FUND  
95 MASTHEAD DR  
CLEVELAND QLD 4163

Our reference: 7129928151257  
Phone: 13 10 20  
ABN: 14 269 270 915

**Rollover benefits statement for unclaimed superannuation**

**Our details**

Name: Australian Taxation Office  
ABN: 51 824 753 556

Member's details		Rollover payment details	
Original contribution reference number:	7027929956921	Member account number:	SMSF116144561223
Service period start date:	1 October 1995	Member client identifier:	
TFN:	486 398 887	Unique superannuation identifier:	not provided
Name:	MR CONSTANTINE EFSTATHIS	Tax free component:	\$0.93
Address:	88 BUNDAH ST CAMP HILL QLD 4152	Taxable component:	
		Taxed element	\$430.20
		Untaxed element	\$0.00
Date of birth:	2 February 1977	Preserved amount:	\$431.13
Sex:	Male		

Chris Jordan  
Commissioner of Taxation

**PELICAN'S NEST CTS 8056**

ABN: 15179660689  
149 Colburn Avenue  
VICTORIA POINT QLD 4165

Accounts enquiries: (07) 3479 9300  
Accounts email: accounts.cleveland@whittles.com.au

Your account number  
**JARR00**

Date of issue  
**26 Jul 2021**

**F17**

Total amount payable  
**\$2677.00**

New charges due for payment  
**1 Sep 2021**

**TAX INVOICE**

JARRA SUPER

PHARMACY.

Jarra Investments Pty Ltd  
95 Masthead Drive  
RABY BAY QLD 4163

Property Address  
Lot 10, 149 Colburn Avenue  
VICTORIA POINT QLD 4165

Lot number  
**10**

Unit number  
**10**

Detail	Period	Amount	GST Incl	Discount	If paid by	Total
Admin Fund Contributions	01/08/21 to 31/10/21	1881.00	0.00	376.20	01/09/21	1504.80
Sinking Fund Contributions	01/08/21 to 31/10/21	796.00	0.00	159.20	01/09/21	636.80
						<b>2141.60</b>

TOTAL DUE IF PAID BY 01/09/21 (Includes GST of \$0.00) \$2141.60

TOTAL DUE IF PAID AFTER 01/09/21 (Includes GST of \$0.00) \$2677.00

PAID  
30/8/21



DEFT Reference Number  
2069540420106

Date due 1 Sep 2021  
Amount due \$2141.60

Plan: 008056  
Lot: 00010  
Account: JARR00



\*496 206954042 0106

Registration is required for payments from cheque or savings accounts. Please register at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. You do not need to re-register if you are already registered for phone payments. Registration is not required for one-off credit card payments. Phone, Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply. BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

**PAYMENT OPTIONS**

- Phone 1300 301 090  
Call this number to pay by credit card using a land line or mobile phone. Payments by credit cards will attract a surcharge.
- Credit Card [www.deft.com.au](http://www.deft.com.au)  
Visit [www.deft.com.au](http://www.deft.com.au) to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
- Direct Debit [www.deft.com.au](http://www.deft.com.au)  
Register at [www.deft.com.au](http://www.deft.com.au) to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
- BPAY  
Biller code: 96503  
Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.
- Australia Post  
Present this bill at any Post Office to make cash, cheque or EFTPOS payments.
- Cheque Payable to DEFT Payment Systems  
By post: Send a cheque with this slip by mail to: DEFT Payment Systems GPO Box 141 BRISBANE QLD 4001

+206954042 0106<

000214160<4+

**PELICAN'S NEST CTS 8056**

ABN: 15179660689

149 Colburn Avenue

VICTORIA POINT QLD 4165

Accounts enquiries: (07) 3479 9300

Accounts email: accounts.cleveland@whittles.com.au

Your account number

**JARR00**

Date of issue

**21 Sep 2021**

**F18**

Total amount payable

**\$2677.00**

New charges due for payment

**1 Nov 2021**

**TAX INVOICE**

000189



038



Jarra Investments Pty Ltd  
95 Masthead Drive  
RABY BAY QLD 4163

Property Address

Lot 10, 149 Colburn Avenue  
VICTORIA POINT QLD 4165

Lot number

**10**

Unit number

**10**

Is	Period	Amount	GST Incl	Discount	If paid by	Total
Admin Fund Contributions	01/11/21 to 31/01/22	1881.00	0.00	376.20	01/11/21	1504.80
Sinking Fund Contributions	01/11/21 to 31/01/22	796.00	0.00	159.20	01/11/21	636.80
						<b>2141.60</b>

TOTAL DUE IF PAID BY 01/11/21 (Includes GST of \$0.00)

**\$2141.60**

TOTAL DUE IF PAID AFTER 01/11/21 (Includes GST of \$0.00)

**\$2677.00**

**PAID**

29/10/21



DEFT Reference Number  
2069540420106

Date due  
1 Nov 2021

Amount due  
\$2141.60

Plan: 008056  
Lot: 00010  
Account: JARR00



\*496 206954042 0106

Registration is required for payments from cheque or savings accounts. Please register at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. You do not need to re-register if you are already registered for phone payments. Registration is not required for one-off credit card payments. Phone, Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply. BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

**PAYMENT OPTIONS**



Phone  
1300 301 090

Call this number to pay by credit card using a land line or mobile phone. Payments by credit cards will attract a surcharge.



Credit Card  
[www.deft.com.au](http://www.deft.com.au)

Visit [www.deft.com.au](http://www.deft.com.au) to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.



Direct Debit  
[www.deft.com.au](http://www.deft.com.au)

Register at [www.deft.com.au](http://www.deft.com.au) to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.



BPAY  
Biller code: 96503

Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.



Australia Post

Present this bill at any Post Office to make cash, cheque or EFTPOS payments.



Cheque Payable to  
DEFT Payment Systems

By post: Send a cheque with this slip by mail to:  
DEFT Payment Systems GPO Box 141 BRISBANE QLD 4001

+206954042 0106<

000214160<4+

**PELICAN'S NEST CTS 8056**

ABN: 15179660689

149 Colburn Avenue

VICTORIA POINT QLD 4165

Accounts enquiries: (07) 3479 9300

Accounts email: accounts.cleveland@whittles.com.au

Your account number

**JARR00**

Date of issue

**20 Dec 2021**

**F19**

Total amount payable

**\$2677.00**

New charges due for payment

**1 Feb 2022**

**TAX INVOICE**

000131



038



Jarra Investments Pty Ltd  
95 Masthead Drive  
RABY BAY QLD 4163

*Pharmax*

Property Address

Lot 10, 149 Colburn Avenue  
VICTORIA POINT QLD 4165

Lot number

**10**

Unit number

**10**

Items	Period	Amount	GST Incl	Discount	If paid by	Total
Admin Fund Contributions	01/02/22 to 30/04/22	1881.00	0.00	376.20	01/02/22	1504.80
Sinking Fund Contributions	01/02/22 to 30/04/22	796.00	0.00	159.20	01/02/22	636.80
						<b>2141.60</b>

TOTAL DUE IF PAID BY 01/02/22 (Includes GST of \$0.00)

**\$2141.60**

TOTAL DUE IF PAID AFTER 01/02/22 (Includes GST of \$0.00)

**\$2677.00**

**PAID**

*31/1/22*



Registration is required for payments from cheque or savings accounts. Please register at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. You do not need to re-register if you are already registered for phone payments. Registration is not required for one-off credit card payments. Phone, Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply. BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

DEFT Reference Number  
2069540420106

Date due                      Amount due  
1 Feb 2022                      \$2141.60

Plan:      008056  
Lot:        00010  
Account: JARR00



\*496 206954042 0106

**PAYMENT OPTIONS**



Phone  
1300 301 090

Call this number to pay by credit card using a land line or mobile phone. Payments by credit cards will attract a surcharge.



Credit Card  
[www.deft.com.au](http://www.deft.com.au)

Visit [www.deft.com.au](http://www.deft.com.au) to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.



Direct Debit  
[www.deft.com.au](http://www.deft.com.au)

Register at [www.deft.com.au](http://www.deft.com.au) to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.



BPAY  
Biller code: 96503

Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.



Australia Post

Present this bill at any Post Office to make cash, cheque or EFTPOS payments.



Cheque Payable to  
DEFT Payment Systems

By post: Send a cheque with this slip by mail to:  
DEFT Payment Systems GPO Box 141 BRISBANE QLD 4001

+206954042 0106<

000214160<4+

**PELICAN'S NEST CTS 8056**

ABN: 15179660689

149 Colburn Avenue

VICTORIA POINT QLD 4165

Accounts enquiries: (07) 3479 9300

Accounts email: accounts.cleveland@whittles.com.au

Your account number  
**JARR00**

Date of issue  
**21 Mar 2022**

**F20**

Total amount payable  
**\$2677.00**

New charges due for payment  
**1 May 2022**

**TAX INVOICE**

005542



038



Jarra Investments Pty Ltd  
95 Masthead Drive  
RABY BAY QLD 4163

Property Address  
Lot 10, 149 Colburn Avenue  
VICTORIA POINT QLD 4165

Lot number  
**10**

Unit number  
**10**

*PHARMACY*

Details	Period	Amount	GST Incl	Discount	If paid by	Received	Total
Admin Fund Contributions	01/05/22 to 31/07/22	1881.00	0.00	376.20	01/05/22	0.00	1504.80
Sinking Fund Contributions	01/05/22 to 31/07/22	796.00	0.00	159.20	01/05/22	0.00	636.80

2141.60

TOTAL DUE IF PAID BY 01/05/22 (Includes GST of \$0.00) \$2141.60

TOTAL DUE IF PAID AFTER 01/05/22 (Includes GST of \$0.00) \$2677.00

**PAID**  
27/4/22



DEFT Reference Number  
2069540420106

Date due 1 May 2022  
Amount due \$2141.60

Plan: 008056  
Lot: 00010  
Account: JARR00



\*496 206954042 0106

Registration is required for payments from cheque or savings accounts. Please register at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. You do not need to re-register if you are already registered for phone payments. Registration is not required for one-off credit card payments. Phone, Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply. BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

**PAYMENT OPTIONS**



Phone  
1300 301 090

Call this number to pay by credit card using a land line or mobile phone. Payments by credit cards will attract a surcharge.



Credit Card  
[www.deft.com.au](http://www.deft.com.au)

Visit [www.deft.com.au](http://www.deft.com.au) to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.



Direct Debit  
[www.deft.com.au](http://www.deft.com.au)

Register at [www.deft.com.au](http://www.deft.com.au) to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.



BPAY  
Biller code: 96503

Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.



Australia Post

Present this bill at any Post Office to make cash, cheque or EFTPOS payments.

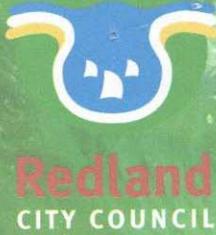


Cheque Payable to  
DEFT Payment Systems

By post: Send a cheque with this slip by mail to:  
DEFT Payment Systems GPO Box 141 BRISBANE QLD 4001

+206954042 0106<

000214160<4+



# Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au

Valuation 2021-2022	\$138,835 <b>F21</b>
Rating Category	6a
Billing Period	1 Jul 2021 - 30 Sep 2021

**Property Location**  
 Pelican's Nest, 10/149 Colburn Avenue  
 Victoria Point QLD 4165  
 Lot 10 SP 118022

**Due Date** **12 Aug 2021**

152939/B/004405 H D-038  
 Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

*JARRA SUPER*  
*PHARMACY VICTORIA POINT*

Rate Account Balance B/Fwd <b>\$0.00</b>	+	Current Levy <b>\$988.32</b>	=	<b>Total Amount Owning \$988.32</b>
---------------------------------------------	---	---------------------------------	---	-----------------------------------------

### Summary of Charges

*Down B1 \$54-81*

Balance Brought Forward	\$	0.00
Rates and Charges	\$	664.90
<b>Subtotal</b>	<b>\$</b>	<b>664.90</b>
Water and Wastewater charges	\$	74.80
<b>Subtotal</b>	<b>\$</b>	<b>74.80</b>
State Government Charges	\$	248.62
<b>Sub-total State Government Charges and Subsidies</b>	<b>\$</b>	<b>248.62</b>
<b>Total Amount Payable</b>	<b>\$</b>	<b>988.32</b>

Payments made after 01/07/2021 may not be included in the calculation of this rate notice.

To check your current balance log onto myServices  
www.redland.qld.gov.au

**PAID**  
*12/8/21*

*\$1043-13*  
*988-32*  
*\$54-81*

### Payment By BPAY

**B**  
PAY

**Biller Code:** 53058  
**Ref:** 2020726

**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  
 © Registered to BPAY Pty Ltd ABN 69 079 137 518

### Payment Online

[www.redland.qld.gov.au](http://www.redland.qld.gov.au)  
 Use your credit card to pay 24 hours 7 days per week.  
**Reference No:** 2020726

### Payment By Phone

**1300 300 943**  
 Visa, Mastercard. 24 hours. 7 days per week.  
**Reference No:** 2020726

**See over the page for Levy Details and more Payment Options**

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.



**Remittance Advice By Mail**  
 Post your payment with this cut-off slip to:

**POST** **Pay in Person at any Post Office**  
 billpay

Redland City Council  
 PO Box 21  
 Cleveland Qld 4163



\*2431 2020726

### Account Summary

**Property Number** 202072  
 Jarra Investments Pty Ltd &  
 1 other...

<b>Total Amount</b>	<b>\$988.32</b>
---------------------	-----------------

152939/B/004405 18,705 \*L004405\*



# Water Account Summary

F22

**General Enquiries:** (07) 3829 8999  
**Email:** rcc@redland.qld.gov.au  
**Web:** www.redland.qld.gov.au

**Property No.** 202072

**Property Location**  
Pelican's Nest, 10/149 Colburn Avenue Victoria Point QLD 4165  
Lot 10 SP 118022

Jarra Investments Pty Ltd &  
1 other...  
95 Masthead Drive  
Cleveland QLD 4163

**Billing Period**  
1 Jul 2021 - 30 Sep 2021

Information Only

## Your Water Meter Readings

Water Meter Serial	Previous Read Date	Current Read Date	Number of Days	Previous Reading	Current Reading	Consumption (kilolitres)	Is Reading Estimated?
09D001004	09/03/2021	08/06/2021	91	14,715	15,042	327	No

## Local Government Distribution and Retail Price

Non-residential water consumption	\$	49.06
Non-residential boundary meter fixed water access 32mm	\$	25.74

## State Bulk Water Price

State Govt bulk water consumption	\$	109.02
-----------------------------------	----	--------

<b>Total Water and Wastewater Charges</b>	<b>\$</b>	<b>183.82</b>
-------------------------------------------	-----------	---------------

**This amount is included on your Rate Notice – DO NOT PAY SEPARATELY**

For comparison, the total water and wastewater billed on your last Rate Notice \$269.48



\*M004405Q02\*

18,707

152999/B004405

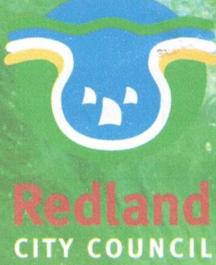
## Billing Enquiry?

For billing enquiries please contact Redland City Council  
**Telephone: 3829 8999** Facsimile: 07 3829 8765

Cnr Bloomfield and Middle Streets, Cleveland Qld 4163  
PO Box 21, Cleveland Qld 4163  
**email** rcc@redland.qld.gov.au  
**web** www.redland.qld.gov.au

For water and wastewater 24 hour service enquiries please contact Redland City Council  
**Telephone: 3829 8999**

Please refer to the back page of this summary for further information.



# Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au

Property No.	202072 <b>F23</b>
Valuation 2021-2022	\$138,835
Rating Category	6a
Billing Period	1 Oct 2021 - 31 Dec 2021

**Property Location**  
 Pelican's Nest, 10/149 Colburn Avenue  
 Victoria Point QLD 4165  
 Lot 10/SP 118022

**Due Date** **15 Nov 2021**

153672/A/002732 H D-038  
 Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

*PHARMACY*

Rate Account Balance B/Fwd	\$0.00	+	Current Levy	\$1,192.82	=	Total Amount Owing	\$1,192.82
----------------------------	--------	---	--------------	------------	---	--------------------	------------

*up by \$204.50*

## Summary of Charges

Balance Brought Forward	\$	0.00
Council Rates and Charges	\$	664.90
Council Water and Sewerage Charges	\$	275.36
State Government Charges	\$	252.56
<b>Total Amount Payable</b>	\$	<b>1,192.82</b>

Payments made after 05/10/2021 may not be included in the calculation of this rate notice.

See over the page for levy details and more payment options.

## Payment By BPAY

**B**  
PAY

**Bill Code:** 53058  
**Ref:** 2020726

**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  
 © Registered to BPAY Pty Ltd ABN 69 079 137 518

## Payment Online

[www.redland.qld.gov.au](http://www.redland.qld.gov.au)  
 Use your credit card to pay 24 hours 7 days per week.  
**Reference No:** 2020726

## Payment By Phone

**1300 300 943**  
 Visa, Mastercard. 24 hours. 7 days per week.  
**Reference No:** 2020726

To check your current balance log onto myServices  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

**PAID** JARRA SUPP  
 no EFT document  
 Date 15/11/21  
 up by 204.50

1192.82.  
 988.32.  
 -----  
 204.50

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.



## Remittance Advice By Mail

Post your payment with this cut-off slip to:

Redland City Council  
 PO Box 21  
 Cleveland Qld 4163



Pay in Person at any Post Office



\*2431 2020726

## Account Summary

**Property Number** 202072

Jarra Investments Pty Ltd &  
 1 other...

**Total Amount** **\$1,192.82**



# Water Account Summary

**General Enquiries:** (07) 3829 8999  
**Email:** rcc@redland.qld.gov.au  
**Web:** www.redland.qld.gov.au

**Property No.** 202072

**Property Location**

Pelican's Nest, 10/149 Colburn Avenue Victoria Point QLD 4165  
 Lot 10 SP 118022

**Billing Period**

1 Oct 2021 - 31 Dec 2021

Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

## Your Water Meter Readings

Water Meter Serial	Previous Read Date	Current Read Date	Number of Days	Previous Reading	Current Reading	Consumption (kilolitres)	Is Reading Estimated?
09D001004	08/06/2021	10/09/2021	94	15,042	15,372	330	No

## Local Government Distribution and Retail Price

Non-residential water consumption	\$	50.45
Non-residential boundary meter fixed water access 32mm	\$	25.74
Sewerage shared service	\$	99.58
Sewerage shared service 1/7/2021 to 30/9/2021	\$	99.59

## State Bulk Water Price

State Govt bulk water consumption	\$	112.96
-----------------------------------	----	--------

## Total Water and Wastewater Charges

\$ 388.32

This amount is included on your Rate Notice – DO NOT PAY SEPARATELY

For comparison, the total water and wastewater billed on your last Rate Notice \$183.82

## Billing Enquiry?

For billing enquiries please contact Redland City Council  
**Telephone: 3829 8999** Facsimile: 07 3829 8765

Cnr Bloomfield and Middle Streets, Cleveland Qld 4163  
 PO Box 21, Cleveland Qld 4163

**email** rcc@redland.qld.gov.au

**web** www.redland.qld.gov.au

For water and wastewater 24 hour service enquiries please contact Redland City Council

**Telephone: 3829 8999**

Please refer to the back page of this summary for further information.

Property No: 202072

Period: 1 Oct 2021 - 31 Dec 2021

Issue Date: 14 October 2021

	Amount
<b>Redland City Council Charges &amp; Rebates</b>	
General rate category 6aMin	\$345.00
Environment & coastal management	\$37.23
Landfill remediation	\$11.97
Redland City SES administration	\$1.82
<b>Utility Charges</b>	
Commercial 240L Waste / 240L Recycle	\$268.88
<b>State Government Charges &amp; Rebates</b>	
Emergency management levy – Class A Group 3	\$139.60
<p>The Queensland Governments waste disposal levy is included in your commercial waste collection utility charge. This is charged based on the size of waste bin and the equivalent volume of waste sent to landfill in the 2021/22 financial year under the <i>Waste Reduction and Recycling Act 2011</i>.</p>	

**Important Notes**

**Future Issue & Due Dates:**

Q3 Issue Date 12 Jan 22 /  
Due Date 14 Feb 22  
Q4 Issue Date 13 Apr 22 /  
Due Date 16 May 22

**Interest:** From 1 July 2021 to 30 June 2022 compound interest at the rate of 8.03% is payable on all overdue rates and charges (excluding non-rate items). If overdue rates are included in the opening balance of this rate notice they are accruing interest.

**Balance of Account:** If you would like to discuss a balance outstanding on your account or discuss payment options please contact us on (07) 3829 8999.

This rate notice is issued in accordance with the Local Government Regulation 2012 and Council's budget resolutions.

Andrew Chesterman,  
Chief Executive Officer.



**Payment In Person**

Council Service Centres:

**Cleveland (Bloomfield St), and Capalaba (Noeleen St)**  
Mon to Fri 8.30am – 4.30pm

**Victoria Point Library (High St)** Mon to Fri 9am – 5pm



**Payment By Direct Debit**

Download a Direct Debit Request from Council's website or phone (07) 3829 8999 to request a form.

Complete and return by email to :  
[DirectDebitRates@redland.qld.gov.au](mailto:DirectDebitRates@redland.qld.gov.au) Or By Post To Redland City Council, Direct Debit, PO Box 21, Cleveland QLD 4163

Use Centrepay to make regular Deductions from your Centrelink payments. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to [humanservices.gov.au/Centrepay](http://humanservices.gov.au/Centrepay) for more information and to set up your Centrepay Deductions.

11,570  
15367/ZA/002/32

**Credit Card Slip**

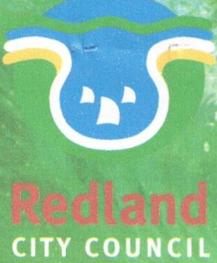
I hereby authorise the amount shown on this credit card slip to be charged against my credit card

Property No. 202072

VISA       MASTERCARD

□ □ □ □    □ □ □ □    □ □ □ □    □ □ □ □

Amount	\$	Expiry Date
Full Name on Card		
Signature		
Daytime Phone No.		



# Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au

Property No.	202072 <b>F26</b>
Valuation 2021-2022	\$138,835
Rating Category	6a
Billing Period	1 Jan 2022 - 31 Mar 2022
Property Location	Pelican's Nest, 10/149 Colburn Avenue Victoria Point QLD 4165 Lot 10 SP 118022
Due Date	<b>14 Feb 2022</b>



154507/A/004199 H D-038  
 Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

*JARRA SUPER*

Rate Account Balance B/Fwd  
**\$0.00**

+

Current Levy  
**\$1,099.92**

=

Total Amount Owing  
**\$1,099.92**

## Summary of Charges

Balance Brought Forward	\$	0.00
Council Rates and Charges	\$	664.90
Council Water and Sewerage Charges	\$	177.76
State Government Charges	\$	257.26
<b>Total Amount Payable</b>	<b>\$</b>	<b>1,099.92</b>

Payments made after 31/12/2021 may not be included in the calculation of this rate notice.

See over the page for levy details and more payment options.

*PHARMACY*

To check your current balance log onto myServices  
www.redland.qld.gov.au

**PAID**

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.

## Payment By BPAY



**Bill Code:** 53058  
**Ref:** 2020726

## 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

© Registered to BPAY Pty Ltd ABN 69 079 137 518

## Payment Online



[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

Use your credit card to pay 24 hours 7 days per week.

Reference No: 2020726

## Payment By Phone



**1300 300 943**

Visa, Mastercard. 24 hours.  
7 days per week.

Reference No: 2020726



## Remittance Advice By Mail

Post your payment with this cut-off slip to:

Redland City Council  
 PO Box 21  
 Cleveland Qld 4163



Pay in Person at any  
Post Office



\*2431 2020726

## Account Summary

Property Number 202072

Jarra Investments Pty Ltd &  
1 other...

Total Amount **\$1,099.92**



# Water Account Summary

**General Enquiries:** (07) 3829 8999  
**Email:** rcc@redland.qld.gov.au  
**Web:** www.redland.qld.gov.au

**Property No.** 202072

**Property Location**  
 Pelican's Nest, 10/149 Colburn Avenue Victoria  
 Point QLD 4165  
 Lot 10 SP 118022

Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

**Billing Period**  
 1 Jan 2022 - 31 Mar 2022

Information Only

## Your Water Meter Readings

Water Meter Serial	Previous Read Date	Current Read Date	Number of Days	Previous Reading	Current Reading	Consumption (kilolitres)	Is Reading Estimated?
9D001004	10/09/2021	13/12/2021	94	15,372	15,713	341	No

## Local Government Distribution and Retail Price

Non-residential water consumption	\$	52.44
Non-residential boundary meter fixed water access 32mm	\$	25.74
Sewerage shared service	\$	99.58

## State Bulk Water Price

State Govt bulk water consumption	\$	117.66
<b>Total Water and Wastewater Charges</b>	<b>\$</b>	<b>295.42</b>

This amount is included on your Rate Notice – DO NOT PAY SEPARATELY

For comparison, the total water and wastewater billed on your last Rate Notice \$388.32

## Billing Enquiry?

For billing enquiries please contact Redland City Council  
**Telephone: 3829 8999** Facsimile: 07 3829 8765

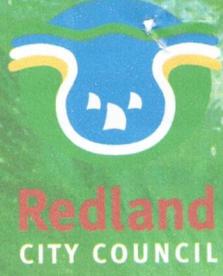
Cnr Bloomfield and Middle Streets, Cleveland Qld 4163  
 PO Box 21, Cleveland Qld 4163

**email** rcc@redland.qld.gov.au  
**web** www.redland.qld.gov.au

For water and wastewater 24 hour service enquiries please  
 contact Redland City Council  
**Telephone: 3829 8999**

Please refer to the back page of this  
 summary for further information.





# Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au

Property No.	202072 <b>F29</b>
Valuation 2021-2022	\$138,835
Rating Category	6a
Billing Period	1 Apr 2022 - 30 Jun 2022
Property Location	Pelican's Nest, 10/149 Colburn Avenue Victoria Point QLD 4165 Lot 10 SP 118022
Due Date	<b>16 May 2022</b>



154508/A/002911 H D-038  
Jarra Investments Pty Ltd &  
1 other...  
95 Masthead Drive  
Cleveland QLD 4163

*V. Point PHARMACY.*  
*J. ARRA SUPER*

Rate Account Balance B/Fwd	+	Current Levy	=	Total Amount Owing
<b>\$0.00</b>		<b>\$1,077.47</b>		<b>\$1,077.47</b>

## Summary of Charges

Balance Brought Forward	\$	0.00
Council Rates and Charges	\$	664.90
Council Water and Sewerage Charges	\$	170.84
State Government Charges	\$	241.73
<b>Total Amount Payable</b>	<b>\$</b>	<b>1,077.47</b>

Payments made after 04/04/2022 may not be included in the calculation of this rate notice.

See over the page for levy details and more payment options.

To check your current balance log onto myServices  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

*WATER UP BY \$4.44*

**PAID**  
*16/5/22*

## Payment By BPAY

	Billers Code:	53058
	Ref:	2020726

**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)  
© Registered to BPAY Pty Ltd ABN 69 079 137 518

## Payment Online

[www.redland.qld.gov.au](http://www.redland.qld.gov.au)  
Use your credit card to pay 24 hours 7 days per week.  
Reference No: 2020726

## Payment By Phone

**1300 300 943**  
Visa, Mastercard. 24 hours. 7 days per week.  
Reference No: 2020726

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.

**Remittance Advice By Mail**  
Post your payment with this cut-off slip to:  
Redland City Council  
PO Box 21  
Cleveland Qld 4163

**Pay in Person at any Post Office**

**\*2431 2020726**

**Account Summary**

Property Number 202072

Jarra Investments Pty Ltd &  
1 other...

**Total Amount \$1,077.47**



# Water Account Summary

**General Enquiries:** (07) 3829 8999  
**Email:** rcc@redland.qld.gov.au  
**Web:** www.redland.qld.gov.au

**Property No.** 202072

**Property Location**  
 Pelican's Nest, 10/149 Colburn Avenue Victoria Point QLD 4165  
 Lot 10 SP 118022

Jarra Investments Pty Ltd &  
 1 other...  
 95 Masthead Drive  
 Cleveland QLD 4163

**Billing Period**  
 1 Apr 2022 - 30 Jun 2022

Information Only

## Your Water Meter Readings

Water Meter Serial	Previous Read Date	Current Read Date	Number of Days	Previous Reading	Current Reading	Consumption (kilolitres)	Is Reading Estimated?
09D001004	13/12/2021	11/03/2022	88	15,713	16,009	296	No

## Local Government Distribution and Retail Price

Non-residential water consumption	\$	45.52
Non-residential boundary meter fixed water access 32mm	\$	25.74
Sewerage shared service	\$	99.58

*Handwritten:*  
 $781 - 26$   
 $76 - 82$   
 $\hline$   
 $\$ 444$

## State Bulk Water Price

State Govt bulk water consumption	\$	102.13
-----------------------------------	----	--------

<b>Total Water and Wastewater Charges</b>	<b>\$</b>	<b>272.97</b>
-------------------------------------------	-----------	---------------

**This amount is included on your Rate Notice – DO NOT PAY SEPARATELY**

For comparison, the total water and wastewater billed on your last Rate Notice \$295.42

## Billing Enquiry?

For billing enquiries please contact Redland City Council  
**Telephone: 3829 8999** Facsimile: 07 3829 8765

Cnr Bloomfield and Middle Streets, Cleveland Qld 4163  
 PO Box 21, Cleveland Qld 4163  
**email** rcc@redland.qld.gov.au  
**web** www.redland.qld.gov.au

For water and wastewater 24 hour service enquiries please contact Redland City Council  
**Telephone: 3829 8999**

Please refer to the back page of this summary for further information.

\*M002911002\*  
12,337  
154508/A/002911



Mr Stathie Efstathis  
Jarra Superannuation Trust  
95 Masthead Drive  
Raby Bay 4163

3<sup>rd</sup> March 2023

**RE: Lot 10 'Pelican's Nest' 149 Colburn Avenue Victoria Point**

Thank you for your instruction to offer you a kerb side valuation of the property located at Lot 10 /149 Colburn Avenue Victoria Point Queensland as at **30<sup>th</sup> June 2022** for superannuation purposes only. The property's real property description being Lot 10 on Survey Plan 118022 within the Local Authority of Redlands. This property is one of twelve strata titled units within the land and has a Lot entitlement, of contribution and interest, of 11 with an aggregate of 103.

Registered Owners: Euro-Marque Australia Pty Ltd as Trustee for the Jarra Super Fund

Lease Details: 10 year Lease from 1<sup>st</sup> June 2020 + 2 x 5 year options

Lessees: Stathis E Efstathis 1/5 Interest: and Ticka Investments Pty Ltd 4/5 interest as  
T Tenants in Common

Lease Area: 114 square metres:

Zoning: Local Centre under the Redlands Planning Scheme;

Current Usage Retail Shop Pharmacy

Rent Details: \$51,010 + GST per annum

Outgoings: 100% payable by Lessor: Assessed \$13021 pa approx. Assessed \$114 per m2

Rent Reviews: CPI annual increases

Net Income: \$37,989 per annum

Property Description: Currently there are 12 Strata units in the complex situated on a total parcel of 3677 square metres. The complex was built circa 1980 and comprises of brick external wall, glass shopfronts and metal roofing. There are common amenities and open car parking.

**Sales Evidence:**

6 / 119-123 Colburn Avenue Victoria Point: \$310,000: 22<sup>nd</sup> June 2021: 65m2: 5.9% return

7 / 119-123 Colburn Avenue Victoria Point: \$433,000: 17<sup>th</sup> Dec 2020: 80m2: sold vacant

12 / 149 Colburn Avenue Victoria Point: \$770,000: 7<sup>th</sup> Dec 2021: 169m2: inferior unit, minimal frontage utilised as a medical centre: 5.75% return

**Rental Evidence:**

Lot 106, 11-22 Bunker Road Victoria Point: Leased 1<sup>st</sup> Nov 2021: 116m2 retail shop: \$450 pm2 pa

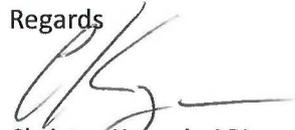
5 /7-11 Bunker Road Victoria Point: Leased 1<sup>st</sup> March 2022: 60 m2 retail shop: \$490 pm2 pa

I have analysed the sales and rental evidence within this valuation and have applied the capitalisation approach that examines current and potential net income available from the property, which is then capitalised at a rate that reflects the risk profile of that property and the property market of the day.

I consider the existing use of the subject property to be consistent with the highest and best use of the land. I have assessed that from the sales and rental evidence above, the appropriate yield to be applied to the market income is 5.75%.

I am of the opinion that as the 30<sup>th</sup> June 2022, the property known as 10 / 149 Colburn Avenue Victoria Point Queensland is appraised at **\$660,000** (Six Hundred and Sixty Thousand Dollars)

Regards



Christos Kazonis API  
Certified Practising Valuer 1720

mat 1.17.22



# THE MATADOR GROUP

.....taking charge when it counts

ABN 39 080 978 972  
Suite 10  
205 Montague Road  
West End QLD 4101  
M: 0413 826044  
PO Box 3249  
South Brisbane BC QLD 4101  
International: +61 413 826044  
E: mail@thematadorgroup.com.au  
W: www.thematadorgroup.com.au

09 June 2022

Messrs Efstathis & Mrs Efstathis  
Jarra Superannuation Fund  
95 Masthead Drive  
RABY BAY QLD 4163

RECEIVED  
21 JUN 2022

BY: .....

PAID

24/6/22

Dear Trustees

Re: TAX INVOICE

NO: 922929

Professional fee for services rendered in relation to the Jarra Family Superannuation Fund for the year ended 30 June 2021:

- (a) Review and dissection of your records for the year;
- (b) Processing the transactions of the Fund for the year;
- (c) Preparation of financial reports for the fund for year;
- (d) Preparation and lodgement of superannuation fund income tax return for the year;
- (e) Attendance to various minutes;
- (f) Liaison with the auditor of the fund with respect to the audit including attendance to their queries and collation of documents required;
- (g) Preparation of documents with respect to Marina Arvanitakis withdrawal request including calculation of member benefit;
- (h) Preparation and lodgement of documents with respect to Admission of Despo Efstathis as member;
- (i) Preparation and lodgement of documents with respect to Admission of Amy Efstathis as member;
- (j) Advice and discussions generally.

PTO  
→

Fee Based upon Time Spent

\$4,625

Our Fee  
GST @ 10%

4,050.00  
405.00  
\$ 4,455.00

**Our Bank Account Details for EFT Payments**

**BSB: 084-004 Account No: 401552674**

With Compliments

**THE MATADOR GROUP**

Net Payable Within 7 Days

***PLEASE INCLUDE REMITTANCE ADVICE WHEN MAKING PAYMENT***

# Transaction details:

	Transactions for this period	ASIC reference	\$ Amount
2022-10-06	Annual Review - Pty Co	4X1274087480B A	\$290.00
	<b>Outstanding transactions</b>		
2022-10-06	Annual Review - Pty Co	4X1274087480B A	\$290.00

## PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2290 6658 2296 623

### 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, Ginnsland Mail Centre VIC 3841



**Bill Code:** 17301  
**Ref:** 2290665822966

### 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)

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:** 7 June 2022

**Recipient:** Jarra Super Fund

**Address:** C/- PO Box 3249, South Brisbane BC QLD 4101

PAID  
21/6/22

Description of Services

Statutory audit of the Jarra Super Fund for the financial year ending 30 June 2021.

**Fee:** \$400.00

**GST:** \$40.00

**Total:** \$440.00

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.

Income tax 551

JARRA SUPERANNUATION FUND

Processed Date	Effective Date	Description	Debit(DR)	Credit(CR)	Running Balance
08-Jun-22	08-Jun-22	' Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$6,375.10		\$0.00
17-May-22	16-May-22	'Payment received		\$6,375.10	\$6,375.10 CR
16-Apr-21	21-Apr-21	' EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$724.90		\$0.00
16-Apr-21	02-Mar-21	' Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$724.90	\$724.90 CR

## Activity statement

JARRA SUPERANNUATION  
FUND

Processed Date	Effective Date	Description	Debit(DR)	Credit(CR)	Running Balance
29-Nov-22	29-Nov-22	'Remission of general interest		\$2.03	\$0.00
		'General interest charge calculated			
29-Nov-22	29-Nov-22	from 01 Nov 22 to 28 Nov 22	\$2.03		\$2.03 DR
29-Nov-22	28-Nov-22	'Payment received		\$2,657.00	\$0.00
		'Original Activity Statement for the			
21-Oct-22	25-Nov-22	period ending 30 Sep 22			\$2,657.00 DR
21-Oct-22	25-Nov-22	'- PAYG Instalments	\$2,681.00		\$2,657.00 DR
21-Oct-22	21-Oct-22	'- GST		\$24.00	\$24.00 CR
23-Aug-22	22-Aug-22	'Payment received		\$655.00	\$0.00
		'Original Activity Statement for the			
22-Jul-22	25-Aug-22	period ending 30 Jun 22			\$655.00 DR
22-Jul-22	25-Aug-22	'- PAYG Instalments	\$1,100.00		\$655.00 DR
22-Jul-22	22-Jul-22	'- GST		\$445.00	\$445.00 CR
30-May-22	30-May-22	'Remission of general interest		\$0.11	\$0.00
		'General interest charge calculated			
30-May-22	30-May-22	from 13 May 22 to 29 May 22	\$0.11		\$0.11 DR
30-May-22	27-May-22	'Payment received		\$619.00	\$0.00
		'Original Activity Statement for the			
13-May-22	26-May-22	period ending 31 Mar 22			\$619.00 DR
13-May-22	26-May-22	'- PAYG Instalments	\$1,100.00		\$619.00 DR
13-May-22	13-May-22	'- GST		\$481.00	\$481.00 CR
02-Mar-22	01-Mar-22	'Payment received		\$1,100.00	\$0.00
		'Remission of general interest			
01-Mar-22	01-Mar-22	charge		\$0.21	\$1,100.00 DR
		'General interest charge calculated			
01-Mar-22	01-Mar-22	from 04 Jan 22 to 28 Feb 22	\$0.21		\$1,100.21 DR
		'Original Activity Statement for the			
04-Feb-22	28-Feb-22	period ending 31 Dec 21			\$1,100.00 DR
04-Feb-22	28-Feb-22	'- PAYG Instalments	\$1,100.00		\$1,100.00 DR
		'Remission of general interest			
08-Dec-21	08-Dec-21	charge		\$3.11	\$0.00
		'General interest charge calculated			
08-Dec-21	08-Dec-21	from 01 Dec 21 to 07 Dec 21	\$3.11		\$3.11 DR
08-Dec-21	07-Dec-21	'Payment received		\$2,703.00	\$0.00
		'Remission of general interest			
01-Dec-21	01-Dec-21	charge		\$3.11	\$2,703.00 DR

		'General interest charge calculated			
01-Dec-21	01-Dec-21	from 01 Sep 21 to 30 Nov 21	\$3.11	\$2,706.11	DR
		'Original Activity Statement for the			
15-Nov-21	25-Nov-21	period ending 30 Sep 21		\$2,703.00	DR
15-Nov-21	25-Nov-21	'- PAYG Instalments	\$1,100.00	\$2,703.00	DR
15-Nov-21	25-Nov-21	'- GST	\$1,603.00	\$1,603.00	DR
		'Remission of general interest			
27-Aug-21	27-Aug-21	charge		\$1.38	\$0.00
		'General interest charge calculated			
27-Aug-21	27-Aug-21	from 02 Aug 21 to 26 Aug 21	\$1.38	\$1.38	DR
27-Aug-21	26-Aug-21	'Payment received		\$7,196.00	\$0.00
		'Original Activity Statement for the			
30-Jul-21	25-Aug-21	period ending 30 Jun 21		\$7,196.00	DR
30-Jul-21	25-Aug-21	'- PAYG Instalments	\$1,329.00	\$7,196.00	DR
30-Jul-21	25-Aug-21	'- GST	\$5,867.00	\$5,867.00	DR
27-May-21	26-May-21	'Payment received		\$2,055.00	\$0.00
		'Original Activity Statement for the			
07-May-21	26-May-21	period ending 31 Mar 21		\$2,055.00	DR
07-May-21	26-May-21	'- PAYG Instalments	\$1,023.00	\$2,055.00	DR
07-May-21	26-May-21	'- GST	\$1,032.00	\$1,032.00	DR
03-Mar-21	01-Mar-21	'Payment received		\$2,181.00	\$0.00
		'Original Activity Statement for the			
13-Jan-21	02-Mar-21	period ending 31 Dec 20		\$2,181.00	DR
13-Jan-21	02-Mar-21	'- PAYG Instalments	\$1,023.00	\$2,181.00	DR
13-Jan-21	02-Mar-21	'- GST	\$1,158.00	\$1,158.00	DR



Australian Government  
Australian Taxation Office

## PAYG Instalments report 2022

**Tax Agent** 25395118  
**Last Updated** 17/12/2022

<b>TFN</b>	<b>Client Name</b>	<b>Quarter 1 (\$)</b>	<b>Quarter 2 (\$)</b>	<b>Quarter 3 (\$)</b>	<b>Quarter 4 (\$)</b>	<b>Total Instalment (\$)</b>
	ARRA SUPERANNUATION FUND	1,100.00	1,100.00	1,100.00	1,100.00	4,400.00

**Total No of Clients: 1**



Agent THE MATADOR GROUP  
Client JARRA SUPERANNUATION FUND  
ABN 14 269 270 915

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – JARRA SUPERANNUATION FUND	Jul 2021 – Sep 2021	47600913831	Cash

Receipt ID	4571897224
Date lodged	15 November 2021
Payment due date	25 November 2021

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$1,603.00	
1B Owed by ATO			\$0.00
G1 Total sales	\$17,640.00		
Does this include GST?	Yes		
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$1,100.00	
5B Owed by ATO			\$0.00
T7 Instalment amount – Based on the notional tax \$ 4,400.10 from the 2020 assessment.	\$1,100.00		

## Amount owing to ATO

\$2,703.00



**Biller code** 75556

**Ref** 142692709152360

**Telephone and Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see [www.bpay.com.au](http://www.bpay.com.au)

**Australia Post**

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

**Payment reference number**

142692709152360



\*171 142692709152360



Agent THE MATADOR GROUP  
Client JARRA SUPERANNUATION FUND  
ABN 14 269 270 915

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – JARRA SUPERANNUATION FUND	Oct 2021 – Dec 2021	47631494648	Cash

Receipt ID	1812138134
Date lodged	04 February 2022
Payment due date	28 February 2022

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$0.00	
1B Owed by ATO			\$0.00
G1 Total sales	\$0.00		
Does this include GST?	Yes		
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$1,100.00	
5B Owed by ATO			\$0.00
T7 Instalment amount – Based on the notional tax \$ 4,400.10 from the 2020 assessment.	\$1,100.00		

## Amount owing to ATO

\$1,100.00



**Biller code** 75556

**Ref** 142692709152360

**Telephone and Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see [www.bpay.com.au](http://www.bpay.com.au)

**Australia Post**

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

**Payment reference number**

142692709152360



\*171 142692709152360



Agent THE MATADOR GROUP  
Client JARRA SUPERANNUATION FUND  
ABN 14 269 270 915

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – JARRA SUPERANNUATION FUND	Jan 2022 – Mar 2022	47661311797	Cash

Receipt ID	5230746394
Date lodged	13 May 2022
Payment due date	26 May 2022

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$0.00	
1B Owed by ATO			\$481.00
G1 Total sales	\$0.00		
Does this include GST?	Yes		
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$1,100.00	
5B Owed by ATO			\$0.00
T7 Instalment amount – Based on the notional tax \$ 4,400.10 from the 2020 assessment.	\$1,100.00		

## Amount owing to ATO

\$619.00



**Biller code** 75556

**Ref** 142692709152360

**Telephone and Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see [www.bpay.com.au](http://www.bpay.com.au)

**Australia Post**

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

**Payment reference number**

142692709152360



\*171 142692709152360



Agent THE MATADOR GROUP  
Client JARRA SUPERANNUATION FUND  
ABN 14 269 270 915

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – JARRA SUPERANNUATION FUND	Apr 2022 – Jun 2022	47691585093	Cash

Receipt ID	162355132
Date lodged	22 July 2022
Payment due date	25 August 2022

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$0.00	
1B Owed by ATO			\$445.00
G1 Total sales	\$1.00		
Does this include GST?	Yes		
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$1,100.00	
5B Owed by ATO			\$0.00
T7 Instalment amount – Based on the notional tax \$ 4,400.10 from the 2020 assessment.	\$1,100.00		

## Amount owing to ATO

\$655.00



**Biller code** 75556

**Ref** 142692709152360

**Telephone and Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see [www.bpay.com.au](http://www.bpay.com.au)

**Australia Post**

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

**Payment reference number**

142692709152360



\*171 142692709152360



Australian Government  
Australian Taxation Office

## Year to date interest summary report 2021/2022

ⓘ **You should not rely** on this report to prepare your client's income tax returns. For more information refer to [recurring data issues](https://www.ato.gov.au/tax-professionals/tax-agent-portal/using-the-tax-agent-portal/portal-reports/pre-filling-service/recurring-data-issues/#interestnonfromalaccts) (<https://www.ato.gov.au/tax-professionals/tax-agent-portal/using-the-tax-agent-portal/portal-reports/pre-filling-service/recurring-data-issues/#interestnonfromalaccts>)

**Client Name** JARRA SUPERANNUATION FUND  
**Last Updated** 17/12/2022  
**TFN**

### Net amounts applicable for the year to date.

Description	ICA001 Total (\$)
Total net interest debited	1.94
Total net interest credited	1.94 CR

**Total clients for this tax agent : 1**



Australian Government  
Australian Taxation Office

## Year to date revenue product summary report 2021/2022

**Client Name** JARRA SUPERANNUATION FUND

**Last Updated** 17/12/2022

**TFN**

### Net amounts applicable for the year to date.

<b>Description</b>	<b>ICA001 Total (\$)</b>
Fringe benefits tax instalments	
Wine equalisation tax	
Deferred company/fund instalments	
Pay as you go income tax instalments	4,400.00
Pay as you go income tax withholding	0.00
Luxury car tax	
Goods and services tax	677.00
Goods and services tax instalments	0.00
Goods and services return	0.00
Fuel tax credit	

**Total clients for this tax agent : 1**

**Jarra Superannuation Fund**

**Consent to Appointment as Director of the Trustee**

I consent to being appointed a director of the trustee of the Jarra Superannuation Fund.

Date: 29/3/2022

Signed:   
Amy Margaret Efstathis

To  
Euro-Marque Australia Pty. Ltd.  
95 Masthead Drive  
RABY BAY, QLD, 4163

### Consent to act as Director

I consent to act as director of **Euro-Marque Australia Pty. Ltd.**

My personal details are as follows:

<b>Full name</b>	Amy Margaret Efstathis
<b>Usual residential address</b>	88 Bundah Street
<b>Town / State / Postcode</b>	Camp Hill Qld 4152
<b>Occupation</b>	Marketing Consulatant
<b>Place of birth</b>	Brisbane
<b>Date of birth</b>	11/9/1984

I give you notice of the following:

No Interests to declare.

Signed: \_\_\_\_\_



## Application to become a Member

This Application Form contains your Death Benefit Nomination and 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 an initial 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 who is not a relative of mine
  - I am not a disqualified person under superannuation law from being a director of the 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 director of the trustee of the fund.
    - Any information in relation to my medical condition.
- I will act as a director of the 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	Amy Maragret Efstathis
Applicant address	88 Bundah Street, CAMP HILL, QLD 4152
Applicant occupation	Marketing Consultant
Date of birth	11 September 1984
Applicant place of birth	Brisbane

## Part 2 Death benefit arrangements

This part of the member's application form is blank because the member elected to 'do nothing'. When they are ready, the member can consider the matters below when they decide on their death benefit arrangements.

At that time, the member;

- could prepare the relevant documents using the relevant pro-forma in the schedules to the Fund's deed (if they're comfortable doing so); or
- could order those documents from the person or organisation who arranged this document for them.

### **First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- a **death benefit agreement** — which binds the trustee and which does not expire, see Part H of the Deed;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements** take priority over *binding death benefit notices and non-binding nomination forms*.

**Part 3 Provision of member's tax file number to regulated superannuation fund**

To the director of the trustee of the Jarra Superannuation Fund.

I have been informed of the reasons why my TFN is sought by the fund.

My TFN is

Date: 29/3/22

Signed:   
Amy Margaret Efstathis

**What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's Deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

**Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.



## Self-managed super fund trustee declaration

### I understand that as an individual trustee or director of the corporate trustee of

Fund name

JARRA SUPERANNUATION FUND
---------------------------

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

### Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

### DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

AMY EFS TATHIS

Trustee's or director's signature



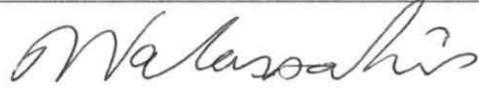
Date

Day: 29 / Month: 03 / Year: 2022

Witness' name (witness must be 18 years old or over)

NICHOLAS VALASSARIS

Witness' signature



Date

Day: 29 / Month: 03 / Year: 2022

## Application to become a Member

This Application Form contains your Death Benefit Nomination and 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 an initial 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 who is not a relative of mine
  - I am not a disqualified person under superannuation law from being a director of the 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 director of the trustee of the fund.
    - Any information in relation to my medical condition.
- I will act as a director of the 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	Despo Efstathis
Applicant address	95 Masthead Drive, Raby Bay Qld 4163
Applicant occupation	Administrator
Date of birth	1 May 1944
Applicant place of birth	Perth WA

## Part 2 Death benefit arrangements

This part of the member's application form is blank because the member elected to 'do nothing'. When they are ready, the member can consider the matters below when they decide on their death benefit arrangements.

At that time, the member;

- could prepare the relevant documents using the relevant pro-forma in the schedules to the Fund's deed (if they're comfortable doing so); or
- could order those documents from the person or organisation who arranged this document for them.

### First Notice: The types of death benefit arrangements and the order in which they take effect

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- a **death benefit agreement** — which binds the trustee and which does not expire, see Part H of the Deed;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements** take priority over *binding death benefit notices and non-binding nomination forms*.

**What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement takes priority over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's Deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

**Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

**Part 3 Provision of member's tax file number to regulated superannuation fund**

To the director of the trustee of the Jarra Superannuation Fund.

I have been informed of the reasons why my TFN is sought by the fund.

My TFN is

Date: 2/2/2022.

Signed: *Despo Efstathis*  
Despo Efstathis

**Jarra Superannuation Fund**

**Consent to Appointment as Director of the Trustee**

I consent to being appointed a director of the trustee of the Jarra Superannuation Fund.

Date: 2/2/2022.

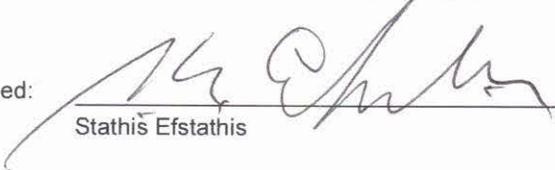
Signed: *Despo Efstathis*  
Despo Efstathis

**Jarra Superannuation Fund**  
**Director of Trustee Declarations**

I make the following declarations:

- I am unaware, or have no reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the trustee is a disqualified person as defined in section 120(1) of the *Superannuation Industry (Supervision) Act 1993*.
- Neither a receiver, or a receiver and manager, has been appointed in respect of property beneficially owned by the trustee.
- Neither an administrator nor a liquidator nor a provisional liquidator has been appointed in respect of the trustee.
- The trustee has not commenced to be wound up.

Date: 2-2-2022

Signed:   
Stathis Efsthatis



# Self-managed super fund trustee declaration

## I understand that as an individual trustee or director of the corporate trustee of

Fund name

JARRA SUPERANNUATION FUND PTY LTD.
------------------------------------

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are trusts, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

DESPO EFSTATHIS

Trustee's or director's signature

*Despo Efstathis*

Date  
Day: 02 / Month: 02 / Year: 2022

Witness' name (witness must be 18 years old or over)

STATHIS E EFSTATHIS

Witness' signature

*Stathis E Efstathis*

Date  
Day: 02 / Month: 02 / Year: 2022

JSF

BAS Payment	2703	
Contributions - CE		2703

Pension Payment - SEE	6000		GST
Rent - Rent Increases		5,203.31	473.03
Rent - (paid by VPP to SEE)		796.69	72.43

Lease Start Date	01/06/2020
Lease End Date	31/05/2030
Options	2x5years

	GST Ex	GST Ex	GST Inc
Commencing Rental	47,305.44	3,942.12	4,336.33

Increased by CPI			Brisbane All Groups for year ended 31 March
			GST Inc
May-21		118.20	
May-20		116.20	
		1.72%	

Revised Rent June 21		4,009.97	4,410.97
May-22		125.30	
May-21		118.20	
		6.01%	

Revised Rent June 22		4,250.84	4,675.92
----------------------	--	----------	----------

ID No.	Src	Date	Memo	Debit	Credit	Net Activity	Ending Balance	Per Lease Agreement				
Apr-10 Shop 10 Pelicans Nest												
Beginning Balance: \$0.00												
142	SJ	01/07/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$3,942.12		4,009.97			
143	SJ	01/08/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$7,884.24		4,009.97			
144	SJ	01/09/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$11,826.36		4,009.97			
145	SJ	01/10/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$15,768.48		4,009.97			
146	SJ	01/11/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$19,710.60		4,009.97			
147	SJ	01/12/2021	Sale; Victoria Point Pharmacy - Pelicans Nest		\$3,942.12		-\$23,652.72		4,009.97			
148	SJ	01/01/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$27,661.86		4,009.97			
149	SJ	01/02/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$31,671.00		4,009.97			
150	SJ	01/03/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$35,680.14		4,009.97			
160	SJ	31/03/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$0.50		-\$35,680.64		4,009.97			
151	SJ	01/04/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$39,689.78		4,009.97			
152	SJ	01/05/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$43,698.92		4,009.97			
153	SJ	01/06/2022	Sale; Victoria Point Pharmacy - Pelicans Nest		\$4,009.14		-\$47,708.06		4,250.84			
			Total :	\$0.00	\$47,708.06	-\$47,708.06	-\$47,708.06		52,370.49			
										GST Ex	GST Inc	
										4,662.43	5,128.67	
											74.64	2021
											5,203.31	

**\$47,708.06\*1.1 = \$52,478.87**

## All groups CPI, All groups index numbers and percentage changes

	Index number(a)	Percentage change		
	Mar Qtr 2022	Dec Qtr 2021 to Mar Qtr 2022	Mar Qtr 2021 to Mar Qtr 2022	
Sydney	123.7	1.7		4.4
Melbourne	124.2	2.3		4.5
<b>Brisbane</b>	<b>125.3</b>	<b>2.2</b>		<b>6.0</b>
Adelaide	122.7	1.9		4.7
Perth	123.3	3.3		7.6
Hobart	125.4	2.0		5.8
Darwin	120.7	2.1		5.5
Canberra	123.6	2.2		5.4
Weighted average of eight capital cities	123.9	2.1		5.1

a. Index reference period: 2011-12 = 100.0.

Source: Australian Bureau of Statistics, Consumer Price Index, Australia March 2022

## Deed of Amendment Jarra Superannuation Fund

Drawn by:

**Redchip Lawyers**  
redchip.com.au  
redchip@redchip.com.au  
P 07 3223 6100

Solicitors for:

**Acis**  
acis.net.au  
acis@acis.net.au  
P 1800 773 477

**THIS DEED** is made on the Deed Date.

**BETWEEN**            The parties named in Item 2 in the Schedule.

## **RECITALS**

- A.     The Fund was established by the execution of the Trust Deed.
- B.     Each Member is a member of the Fund.
- C.     The Resigning Trustee wishes to resign as Trustee of the Fund.
- D.     The Member wishes to appoint the New Trustee as Trustee of the Fund.
- E.     The New Trustee wishes to amend the Governing Rules of the Fund.
- F.     The parties wish to record the amendment and have entered into this Deed accordingly.

## **OPERATIVE PART**

### **1. DEFINITIONS & INTERPRETATION**

#### **1.1 Definitions**

In this Deed, unless the context or subject matter require otherwise:

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Amendment Clause** means the provision authorising the amendment of the Trust Deed which is listed in Item 6 in the Schedule;

**Appointment Clause** means the provision of the Trust Deed authorising the appointment of a Trustee which is listed in Item 5 in the Schedule;

**Deed Date** means the date of this Deed specified in Item 1 in the Schedule;

**Fund** means the superannuation fund described in Item 3 in the Schedule;

**Governing Rules** means the governing rules for the Fund as defined in the Act, as they are amended or varied from time to time;

**Resignation Clause** means the provision of the Trust Deed authorising the resignation of a Trustee which is listed in Item 4 in the Schedule;

**Trust Deed** means the deed establishing the Fund.

## 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 OF TRUSTEE**

### **2.1 Resignation of Trustee**

The Resigning Trustee resigns as Trustee of the Fund in accordance with the Resignation Clause.

### **2.2 Waiver of Notice**

The Member waives any notice period required by the terms of the Trust Deed and consents to the resignation of the Resigning Trustee becoming effective on the Deed Date.

## **3. APPOINTMENT OF TRUSTEE**

### **3.1 Appointment**

The Member appoints the New Trustee as Trustee of the Fund in accordance with the Appointment Clause.

### **3.2 Confirmation**

- (a) The parties agree and declare that the New Trustee will, from the Deed Date, hold the property of the Fund as Trustee 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.

## **4. TRUSTEE DISCHARGED**

Upon the appointment of the New Trustee:

- (a) the property of the Fund vests in the New Trustee; and
- (b) the Resigning Trustee will be discharged from the obligations and office of trustee of the Fund to the extent allowed by law from the Deed Date; but
- (c) without affecting any liability or obligation of the Resigning Trustee which has accrued, or may accrue, because of any thing done, or omitted to be done, by the Resigning Trustee prior to the Deed Date; and
- (d) without affecting any liability or obligation of the Fund, or any liability of the Fund, arising under any agreement or other instrument, to which the Fund is a party, or is bound, and entered into prior to the resignation of the Resigning Trustee.

## **5. AMENDMENT OF TRUST DEED**

The New Trustee amends the Trust Deed in accordance with the Amendment Clause by deleting all of the operative Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 2 inclusive which are annexed to this Deed.

## **6. 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.

## **7. EFFECTIVE DATE**

All of the changes effected by this Deed take effect on the Deed Date, or if no date is completed as the Deed Date, on the date on which the last party to sign this Deed does so.

## **8. SECRETARIAL**

The parties must promptly do all acts, matters and things necessary to give effect to the provisions of this Deed and to effect the transfer or assignment of the property of the Fund to the New Trustee.

## **9. MULTI CAPACITY**

- (a) Where a person being a party to this Deed is named more than once or in more than one capacity in Item 2 in the Schedule, it is only necessary that the person execute and deliver this Deed once. The initial execution and delivery will bind that person in all such capacities.
- (b) If a party named in Item 2 in the Schedule consists of more than one person, those persons enter into this Deed jointly and severally.

## **10. CONSENT GIVEN**

Where a party to this Deed is required by the Trust Deed to consent to the doing of a thing or act by another party, the consent of that party is given by their execution of this Deed.

## **11. COUNTERPARTS**

This Deed may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

## **12. 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.

### **13. 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 Deed 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:** 17/11/2022.
- Item 2. **New Trustee:** Euro-Marque Australia Pty. Ltd. ACN 066 582 296  
**Resigning Trustee:** Jarra Investments Pty. Ltd. ACN 009 998 734  
**Member:** Stathis Efstathis  
Terry Efstathis  
Constantine Efstathis
- Item 3. **Fund:** Jarra Superannuation Fund established by the Trust Deed dated 26/06/1995.
- Item 4. **Resignation Clause:** Rule 8.1(f)
- Item 5. **Appointment Clause:** Rule 8.1(b)
- Item 6. **Amendment Clause:** Rule 12.8

EXECUTED AS A DEED by Euro-Marque Australia Pty. Ltd. ACN 066 582 296.

*S.E. Efthymiou*  
Director

*C.E.*  
Director

SIGNED SEALED AND DELIVERED by Stathis Efsthatis in the presence of:

*Stathis*  
Witness:  
Name (printed):

*Stathis Efsthatis*  
Stathis Efsthatis

SIGNED SEALED AND DELIVERED by Terry Efsthatis in the presence of:

X *Pamela Efsthatis*  
Witness:  
Name (printed):

X *Terry Efsthatis*  
Terry Efsthatis

SIGNED SEALED AND DELIVERED by Constantine Efsthatis in the presence of:

X *Stathis*  
Witness:  
Name (printed):

X *Constantine Efsthatis*  
Constantine Efsthatis

EXECUTED AS A DEED by Jarra Investments Pty. Ltd. ACN 009 998 734.

*S.E. Efthymiou*  
Director

*C.E.*  
Director

## TABLE OF CONTENTS

<b>1.</b>	<b>INTERPRETATION PROVISIONS .....</b>	<b>1</b>
1.1	Terms defined in the Act.....	1
1.2	Dictionary.....	1
1.3	Interpretation .....	1
1.4	Establishment of trust.....	2
1.5	Rules for Self Managed Superannuation Funds.....	2
1.6	Sole purpose .....	3
<b>2.</b>	<b>MEMBERSHIP .....</b>	<b>3</b>
2.1	Who may apply.....	3
2.2	Becoming a Member .....	3
2.3	Some ex-Spouses treated as Members .....	3
2.4	Ceasing to be a Member .....	4
2.5	Categories and sub-plans.....	4
2.6	Allocation of assets.....	4
2.7	Restrictions for Member-contributed WA property.....	4
2.8	Restrictions for Member-contributed NSW property .....	4
<b>3.</b>	<b>INFORMATION WHICH TRUSTEE MUST GIVE .....</b>	<b>5</b>
3.1	Product Disclosure Statements .....	5
3.2	Circumstances requiring information .....	5
3.3	How to provide information.....	5
3.4	Information on death of Member.....	5
3.5	Information pursuant to Family Law Act orders .....	6
<b>4.</b>	<b>CONTRIBUTIONS.....</b>	<b>6</b>
4.1	Who may make contributions .....	6
4.2	Subject to Relevant Law.....	6
4.3	Government Co-contribution.....	6
4.4	Splittable Contributions.....	6
4.5	Downsizer Contributions.....	6
<b>5.</b>	<b>BENEFITS AND ENTITLEMENTS.....</b>	<b>6</b>
5.1	Pensions and caps .....	6
5.2	Benefits a Member may receive .....	8
5.3	How to calculate benefits.....	9
5.4	Lapsing Binding Death Nominations.....	10
5.5	Non-lapsing Binding Nomination .....	11
5.6	Order of priority.....	11
5.7	Dealing with insurance .....	11
5.8	How to pay a Pension and how to pay a lump sum benefit .....	12
5.9	Types of Pensions which may be paid .....	13
5.10	Only some Funds may pay Defined Benefit Pensions.....	13
5.11	Restrictions on when and how benefits may be paid.....	14
5.12	Member-contributed property .....	15
<b>6.</b>	<b>ROLLOVERS AND TRANSFERS OF BENEFITS .....</b>	<b>16</b>
6.1	Into the Fund .....	16
6.2	Out of the Fund.....	16
6.3	Trustee's duties .....	17
6.4	Splitting contributions .....	18
<b>7.</b>	<b>EMPLOYERS' CONTRIBUTIONS TO THE FUND .....</b>	<b>18</b>
7.1	Employers who may contribute.....	18
7.2	SuperStream compliance .....	18
<b>8.</b>	<b>THE TRUSTEE.....</b>	<b>19</b>
8.1	Appointment, resignation and removal .....	19
8.2	Trustee may be a Member .....	20
8.3	Covenants, powers, authorities and restrictions .....	20
8.4	In-house Assets and other restricted investments.....	24
8.5	Collectables.....	25
8.6	Rules apply to others.....	25
<b>9.</b>	<b>ACCOUNTS, AUDIT, RECORDS AND RETURNS.....</b>	<b>25</b>
9.1	Voluntary contributions.....	25
9.2	Member Benefit Accounts .....	25

9.3	Accounts for non-Member Spouses .....	26
9.4	Investment reserve .....	27
9.5	Pension reserve.....	27
9.6	Other reserves.....	27
9.7	Allocations from reserves .....	27
9.8	Trustee to keep records of types of benefits.....	27
9.9	Trustee to keep accounting records .....	27
9.10	Preparation of accounts.....	27
9.11	Accounts required where benefits solely life assurance .....	28
9.12	Audit of the accounts .....	28
9.13	Preparation and lodgement of returns .....	28
<b>10.</b>	<b>MEETINGS OF TRUSTEES AND MEMBERS .....</b>	<b>28</b>
10.1	Trustees or Directors meetings.....	28
10.2	Resolving disputes between trustees .....	29
10.3	Members' meetings .....	31
10.4	Member dies or becomes Legally Disabled.....	31
<b>11.</b>	<b>INQUIRIES AND COMPLAINTS .....</b>	<b>32</b>
<b>12.</b>	<b>ADMINISTRATIVE MATTERS .....</b>	<b>32</b>
12.1	Interpretation of these Rules.....	32
12.2	How to designate a Beneficiary .....	32
12.3	Limits on rights of Members.....	32
12.4	Right to inspect.....	32
12.5	Secrecy .....	32
12.6	Receipts and payments with assets .....	32
12.7	Members to provide information .....	32
12.8	Variation provision.....	33
12.9	Additional variation provision .....	33
12.10	Effect of changes in Relevant Law .....	33
12.11	Saving provision .....	33
12.12	Penalties and Orders.....	34
<b>13.</b>	<b>WINDING UP THE FUND.....</b>	<b>34</b>
13.1	Conditions for termination.....	34
13.2	Steps to take on winding-up .....	34
<b>14.</b>	<b>UK PENSION PROVISIONS - QROPS .....</b>	<b>34</b>
14.1	Application for QROPS status .....	34
14.2	Transfers from UK pension schemes .....	34
14.3	Restrictions on benefits payable.....	35
14.4	Transfers to other Regulated Superannuation Fund.....	35
14.5	Limitation on amendments to this Rule.....	35
14.6	Supplementary definition for this Rule .....	35
	<b>SCHEDULE 1 .....</b>	<b>36</b>
	<b>SCHEDULE 2 .....</b>	<b>43</b>

## RULES

**PLEASE NOTE** that the material referred to in these Rules is constantly changing and you must keep up to date with those changes. If you are unsure about the currency of any information in the Rules, please contact us immediately or your accountant, financial planner or other advisor.

**YOU SHOULD NOT ATTEMPT TO MANAGE YOUR OWN SUPERANNUATION FUND WITHOUT CONSULTING YOUR ACCOUNTANT, FINANCIAL PLANNER, LAWYER OR OTHER ADVISER.**

## 1. INTERPRETATION PROVISIONS

### 1.1 Terms defined in the Act

- (a) Any terms or expressions which have defined meanings in the Superannuation Industry (Supervision) Act 1993 have the same meanings when used in these Rules. If any term or expression defined in these Rules conflicts or is inconsistent with any term or expression defined in the Act, the term or expression will have the meaning set out in the Act.
- (b) If a definition used in these Rules expands any defined term contained in the Act, the expanded meaning does not, by itself, result in a conflict or inconsistency under Rule 1.1(a).

### 1.2 Dictionary

The terms and expressions set out in the Dictionary in Schedule 2:

- (a) will apply to these Rules; and
- (b) will have those meanings when used in these Rules.

### 1.3 Interpretation

- (a) In these Rules, unless the context or subject matter requires otherwise, references to:
  - (i) **singular** words includes the plural and vice versa;
  - (ii) any **gender** includes every gender;
  - (iii) a **person** includes natural persons, firms, companies, corporations, bodies corporate, trustees, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns from time to time;
  - (iv) **writing** includes 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 refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
  - (ix) **regulations** or terms defined in regulations refer to corresponding regulations or defined terms in amended, consolidated or replacement regulations;
  - (x) an **agreement** or **document** (including these Rules) means that agreement or document as amended, novated or supplemented and includes all parts of it including clauses, recitals, schedules, appendices and exhibits to it;
  - (xi) a **party** includes that party's executors, administrators, substitutes, successors and assigns;
  - (xii) **Rules, clauses** or **schedules** are references to the Rules, clauses or schedules contained in these Rules;
  - (xiii) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of these Rules, the person may vote by proxy or attorney or representative (if a body corporate). A reference to a person being present means present in person or by proxy.
- (b) In these Rules, the following rules apply unless the context or subject matter requires otherwise:
  - (i) **headings** and the **table of contents** are used for convenience only and must be disregarded in the interpretation of these Rules;

- (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
- (iii) a requirement to give a person **notice** in writing must be satisfied by posting the notice to that person's last known address;
- (iv) no **rule of construction** of documents will apply to the disadvantage of a party, on the basis that the party put forward the document or any relevant part of it;
- (v) **notes and references** to statutes (or sections of statutes) or other documents contained in bold text after any term defined in these Rules are used to assist in the reading of these Rules and must be disregarded in the legal interpretation of these Rules.

#### 1.4 Establishment of trust

Where these Governing Rules are adopted:

- (a) as the rules of a new SMSF, the Trustee acknowledges the receipt or anticipated receipt of funds or other property to be held on the trusts in these Rules; and
- (b) as replacement rules in respect of an existing SMSF, the Trustee acknowledges that it holds the assets and property of the Fund on the trusts in these Rules to the exclusion of other Governing Rules of the Fund.

#### 1.5 Rules for Self Managed Superannuation Funds

Subject to the Act and Regulations, the Fund is a **Self Managed Superannuation Fund** or **SMSF** only if it satisfies all of the conditions in either Rule 1.5(a) or 1.5(b). **section 17A**

- (a) **Funds other than single member funds.** Where the Fund has more than one Member, the Fund is an SMSF if:
  - (i) it has no more than the maximum number of members permissible for an SMSF, from time to time;
  - (ii) where the Trustees are individuals - each Trustee is a Member;
  - (iii) where the Fund has a Corporate Trustee - each Director of the Corporate Trustee is a Member;
  - (iv) each Member is a Trustee or if the Fund has a Corporate Trustee, is a director of the Corporate Trustee;
  - (v) no Member is an Employee of another Member, unless they are a Relative of that Member; and
  - (vi) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (b) **Single member funds.** Where the Fund has only one Member, the Fund is an SMSF if:
  - (i) where the Fund has a Corporate Trustee:
    - A. the Member is the sole Director;
    - B. the Member and one Relative of the Member are the only Directors; or
    - C. the Member and one other person who is not the Member's Employer are the only Directors;
  - (ii) where the Trustees are individuals, the Member and one Relative of the Member are the only Trustees or the Member and one other person who is not the Member's Employer are the only Trustees; and
  - (iii) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (c) **Other persons may be Trustees.** The Fund does not fail to satisfy the conditions in either Rule 1.5(a) or Rule 1.5(b) simply because:
  - (i) a Member has died and the Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member from the time when the Member died and ending when the payment of Death Benefits commence for the Member; or
  - (ii) a Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member, during any period when the Member is under a Legal Disability or the legal personal representative has an enduring power of attorney from the Member; or
  - (iii) a Member's parent or guardian is a Trustee or a Director of a Corporate Trustee, in place of the Member where the Member is under a Legal Disability because of age and does not have a legal personal representative; or

- (iv) an appointment of an acting Trustee or a Director of a Corporate Trustee is in force under section 134 of the Act.
- (d) **Extended meaning of Employee.** For the purposes of this Rule 1.5, in addition to the meaning given in the Dictionary, a Member who is an Employee of an Employer is also an Employee of another person (the “**Other Person**”) if the Employer is:
  - (i) a Relative of the Other Person; or
  - (ii) a body corporate of which the Other Person, or a Relative of the Other Person, is a director or a body corporate related to that body corporate; or
  - (iii) the trustee of a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary; or
  - (iv) a partnership, in which:
    - A. the Other Person, or a Relative of the Other Person, is a partner; or
    - B. the Other Person, or a Relative of the Other Person, is a director of a body corporate that is a partner; or
    - C. a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary, is a partner.
- (e) **Meaning of Relative.** Relative, in relation to an individual, for the purposes of Rule 1.5, means:
  - (i) a parent, Child, grandparent, grandchild, sibling, aunt, uncle, great-aunt, great-uncle, niece, nephew, first cousin or second cousin of the individual or of his or her Spouse or former Spouse; or
  - (ii) a Spouse or former Spouse of the individual, or of an individual referred to in paragraph (i), and for the purposes of paragraph (i), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual.

## 1.6 Sole purpose

Subject to Section 60 of the Superannuation Industry (Supervision) Act 1993, these Rules is subject to the requirement that:

- (a) where the Trustee is a natural person or persons, the sole or primary purpose of the Fund must always be the provision of Old-age Pensions; or
- (b) where the Trustee is a constitutional corporation, this Fund is subject to the requirement that the Trustee must always be a constitutional corporation.

## 2. MEMBERSHIP

### 2.1 Who may apply

- (a) The Trustee may admit as a Member, any person who is or has at any time been an Employee, an Eligible Person or a Child of a Member and/or any other person acceptable to the Regulator.
- (b) Rule 2.1(a) is subject to the Relevant Law which may expand or restrict the persons or classes of persons who may be admitted as members of a superannuation fund.
- (c) Only a natural person may apply to be or become a Member of the Fund.

### 2.2 Becoming a Member

- (a) **Submit application.** Any person may apply for membership of the Fund by completing and submitting a Membership Application to the Trustee.
- (b) **Applicant agrees to these Rules.** A person who completes a Membership Application and is admitted as a Member, is deemed to be bound by these Rules.

### 2.3 Some ex-Spouses treated as Members

Where a Superannuation Interest is subject to a Splitting Order and the Non-member Spouse was not a Member immediately before the order is made, the Trustee must treat a Non-member Spouse as a Member for the purposes of:

- (a) Rule 1.5 and the definition of Self Managed Superannuation Fund;
- (b) Rule 8.4, which deals with In-house Assets and other restricted or prohibited investments; and
- (c) any other provisions which the Act may, from time to time, require.

## 2.4 Ceasing to be a Member

A person ceases to be a Member if the person's Benefit Account has a balance of nil and the remaining Trustees or Members determine that the person is no longer a Member.

## 2.5 Categories and sub-plans

- (a) **Trustee may divide Members into categories.** The Trustee may divide the Members and Beneficiaries into different categories for any purposes which it considers appropriate. The benefits and entitlements of each category, and the criteria for admission into each category must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.
- (b) **Trustee may divide the Fund into sub-plans.** The Trustee may divide the Fund into one or more sub-plans for any purposes which it considers appropriate. The membership, contributions, assets, and liabilities for payment of benefits and entitlements or otherwise, in relation to each sub-plan must be maintained separately from the rest of the Fund. The criteria for admission into each sub-plan must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.

## 2.6 Allocation of assets

Regardless of any other Rule, the Trustee may, to the extent permitted by the Relevant Law, designate or allocate specific assets of the Fund to specific accounts, Benefit Accounts, sub-plans or groups as determined by the Trustee in its discretion and may, without limiting that discretion, allocate specific assets or investments, including earnings derived from those assets or investments, to:

- (a) one or more Benefit Accounts;
- (b) one or more sub-plans;
- (c) any combination of the above.

## 2.7 Restrictions for Member-contributed WA property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed WA Property:

- (a) either:
  - (i) the Transferor of the Member-contributed WA Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund still owns the Member-contributed WA Property; or
  - (ii) the Member-contributed WA Property must be held by the Fund specifically for the Transferor of the Member-contributed WA Property and must not be combined or pooled with the contributions or other assets of another Member other than the Transferor and no other Member is entitled to obtain or make any claim to any interest in the Member-contributed WA Property; and
- (b) any Member-contributed WA Property held under the preceding Rules can only be held in the Fund to be provided to the Transferor as a retirement benefit.

## 2.8 Restrictions for Member-contributed NSW property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed NSW Property:

- (a) either:
  - (i) the Transferor of the Member-contributed NSW Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund owns the Member-contributed NSW Property; or
  - (ii) the Member-contributed NSW Property must be held by the Trustee solely for the benefit of the Transferor; and
- (b) any Member-contributed NSW Property must be used solely for the purpose of providing a retirement benefit to the Transferor; and
- (c) Member-contributed NSW Property to which the preceding Rules apply:
  - (i) must be held by the Trustee specifically for the benefit of the Transferor as a Member of the Fund; and
  - (ii) cannot be pooled with any property held for another Member of the Fund; and

- (iii) no other Member of the Fund can obtain an interest in the Member-contributed NSW Property.

### **3. INFORMATION WHICH TRUSTEE MUST GIVE**

#### **3.1 Product Disclosure Statements**

The Trustee must consider whether or not an obligation exists to prepare a Product Disclosure Statement and, where necessary, must comply with Part 7.9 of the Corporations Act 2001 (Cth) as to the preparation, content and giving of such a statement.

#### **3.2 Circumstances requiring information**

The Trustee must consider whether or not an obligation exists under the Relevant Law to provide information concerning the Fund to Members, Beneficiaries, Employers, the Taxation Commissioner or other appropriate persons:

- (a) at or before the time a new Member applies for membership;
- (b) upon receiving a request from a person who is (or was within the preceding 12 months) a Member or Beneficiary;
- (c) upon receiving a request from an Employer;
- (d) upon a Member ceasing to be a Member;
- (e) at the end of each Year of Income;
- (f) before a Member enters into a Binding Death Nomination or a Non-lapsing Binding Nomination;
- (g) upon the occurrence of any of the following events:
  - (i) the Governing Rules have been changed and, as a result, an adverse effect occurs in relation to:
    - A. a Member's accumulated benefits;
    - B. the benefits to which a Member may become entitled;
    - C. the circumstances in which a Member's benefits would become payable;
    - D. the manner in which a Member's benefits will be calculated; or
    - E. the security of the Member's benefits;
  - (ii) the Member's membership is transferred to a different fund;
  - (iii) a change occurs in the matters set out in any PDS which was or should have been issued under Rule 3.1;
- (h) upon receiving any notice of non-compliance of the Fund issued under the Relevant Law;
- (i) upon the winding up or termination of the Fund;
- (j) upon the occurrence of any event that the Trustee reasonably believes a Member would reasonably be expected to be informed of;
- (k) at the time of:
  - (i) paying benefits or entitlements at the direction of a Member;
  - (ii) rolling over or transferring benefits or entitlements to another entity; or
  - (iii) any combination of the preceding paragraphs; or
- (l) at any other time or in any circumstances required by the Relevant Law.

#### **3.3 How to provide information**

Where the Trustee considers that there is an obligation to provide information in accordance with this Rule, the Trustee must provide the appropriate information to Members, Beneficiaries, Employers or other appropriate persons in the manner prescribed in the Relevant Law.

#### **3.4 Information on death of Member**

Upon the death of a Member, the Trustee must:

- (a) provide all appropriate information in accordance with this Rule to the Member's legal personal representative; and
- (b) notify each person to whom any benefits or entitlements are payable of the reasons why benefits and entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

### 3.5 Information pursuant to Family Law Act orders

- (a) **Information to be given.** If a Member's Superannuation Interest becomes subject to a Payment Split, or other action or restriction pursuant to an order under the Family Law Act, the Trustee will be required to give the information prescribed by the Relevant Law to the Non-member Spouse and to the Member.
- (b) **Cost of information.** Where the Trustee is obliged to give information under Rule 3.5(a) to the Non-member Spouse, the Trustee may levy reasonable charges against the Non-member Spouse's Superannuation Interest in respect of the provision of that information, including the cost of obtaining professional advice in relation to any requirement under this Rule.

## 4. CONTRIBUTIONS

### 4.1 Who may make contributions

The Trustee may accept contributions to the Fund that are made in respect of a Member:

- (a) who is under age 67;
- (b) who has reached age 67 but not age 75 only if the member has been Gainfully Employed at least on a Part-time Basis during the financial year in which the contributions are made;
- (c) who has reached age 75 only if the contributions are Mandated Employer Contributions,

however the Trustee must not accept contributions from a Member after 30 June 2007 unless the Trustee has received the Member's tax file number.

### 4.2 Subject to Relevant Law

Rule 4.1 is subject to the Relevant Law which may expand or restrict the persons or classes of persons from whom contributions may be accepted.

### 4.3 Government Co-contribution

The Trustee may accept Government Co-contributions to the Fund.

### 4.4 Splittable Contributions

Contributions which are Splittable Contributions are dealt with in Rule 6.4.

### 4.5 Downsizer Contributions

From 1 July 2018 and subject to the Relevant Law, the Trustee may accept contributions ("Downsizer Contributions") to the Fund that are made in respect of a Member:

- (a) who is age 65 or over;
- (b) which represents all or part of the capital proceeds received from the disposal of an Ownership Interest in a Dwelling in Australia;
- (c) unless otherwise provided by the Relevant Law, the Ownership Interest in the Dwelling was owned, in whole or in part, by the Member or the Member's Spouse for at least ten years;
- (d) any gain or loss on the disposal of that Dwelling qualifies (in whole or in part) for the principal place of residence CGT exemption under the Tax Act (or would have, if it was acquired after 19 September 1985);
- (e) the amount of the contribution does not exceed \$300,000 or such other limit as is, from time to time, prescribed by the Relevant Law;
- (f) the contribution is made within 90 days, or such longer period as the Commissioner of Taxation allows, of the change of ownership of the Dwelling;
- (g) the Member notified the Trustee in the approved form that the contribution is to be treated as a Downsizer Contribution; and
- (h) the Member has not had a Downsizer Contribution made in respect of them for the disposal of an Ownership Interest in a previous Dwelling.

## 5. BENEFITS AND ENTITLEMENTS

### 5.1 Pensions and caps

- (a) **Auto-Pension Commencement.** Subject to Rule 5.1(c), where the Trustee becomes aware that a Member has Unrestricted Non-preserved Benefits in the Fund which are not in Retirement Phase and that Member has Retired on or after attaining their Preservation Age, or has attained the age of 65 years, the Trustee must commence an Account Based Pension with all of those Benefits as soon as possible.

- (b) **Effect of Non-concessional Contribution or Roll-in for Existing Pension Member.** Where a Non-concessional Contribution is made or a benefit is rolled into the Fund in respect of a Member in receipt of one or more Pensions, subject to Rule 5.1(c), the Trustee must commence an additional Pension on the same terms and conditions as the most recently commenced Pension, in the amount of the Non-concessional Contribution, from the day on which that contribution is made.
- (c) **Restriction on Auto-Pension Commencement.** Where a Trustee would otherwise be required to commence an Account Based Pension pursuant to Rule 5.1(a) or an additional Pension pursuant to Rule 5.1(b) and:
- (i) the Member notifies the Trustee in writing that part or all of the amount is not to be used to commence a Pension; or
  - (ii) the Member notifies the Trustee in writing that the Pension, using part or all of the Member's Benefit or Non-concessional Contribution, as the case may be, is to commence on a different day; or
  - (iii) commencing a Pension using part or all of the Member's Benefit or Non-concessional Contribution, as the case may be, would cause the Member to exceed their Transfer Balance Cap,

to the extent that the Member does not wish the Member's Benefit or Non-concessional Contribution to be used in starting a Pension, or in respect of the amount which would cause the Member to exceed their Transfer Balance Cap, the Trustee must not use that amount to commence a Pension, and where the Member has specified a different day for the Pension's commencement, the Trustee must not commence the Pension until that day.

- (d) **Pension Auto-commutation at Transfer Balance Cap.** Where the Trustee becomes aware that a Member who is receiving one or more Pensions is presently, or will, upon a certain date or the occurrence of a certain event, exceed, their Transfer Balance Cap, unless instructed otherwise by the Member in writing, the Trustee must commute part or all of one or more Pensions being received by the Member to an accumulation account in respect of that Member, to the extent necessary to reduce their benefits in Retirement Phase to their Transfer Balance Cap, and the Trustee shall decide which Pension or Pensions are to be commuted. Where a Member affected by this Rule is being paid more than one Pension and unless the Member elects otherwise or unless the Trustee decides it would be in the Member's best interests to do otherwise, the Trustee must prefer to commute Pensions in order, from those with the highest, to those with the lowest taxable components.
- (e) **Auto-Pension Commencement where Payments Below Minimums.** Where a Member is in receipt of an Account Based Pension, if the Member is paid an amount less than the minimum amount required by the Relevant Law during a financial year and the Pension ceases for that reason, the Trustee must, on the first day of July in the following financial year, commence an Account Based Pension on the same terms and conditions as the Pension that ceased, unless the Member notifies the Trustee otherwise.
- (f) **Order of Pension Commutation After Death of Another Person.** Where the Trustee becomes aware that a Member is or will exceed their Transfer Balance Cap because of that Member's entitlement to receive a superannuation pension consequent upon the death of another person, unless instructed otherwise by the Member in writing, and while also complying with paragraph (e) above, the Trustee must prefer to first commute the Member's own Pensions, before commuting part of all of the pensions receivable or to be received consequent upon the death of that other person.
- (g) **Trustee to Commute Payments Above Minimums for Certain Pensions.** Where a Member is in receipt of one or more Account Based Pensions, if the Member is paid an amount greater than their aggregate minimum payments (calculated in accordance with Part 1 of Schedule 1) during a financial year in respect of that or those pensions, the Trustee must pay the excess in the following order, until the amounts paid in excess of the aggregate minimum payments are exhausted:
- (i) where the Member has Unrestricted Non-preserved Benefits which are not in Retirement Phase, from those amounts;
  - (ii) where the Member is being paid more than one Pension and unless the Trustee decides it would be in the Member's best interests to do otherwise, as full or partial commutations from the Pensions with the highest taxable components, to the lowest;
  - (iii) where the Member is being paid one Pension, as partial or full commutations from that Pension,
- and this paragraph will apply unless the Member notifies the Trustee in writing that part or all of the payment or payments in excess of the minimum are to be treated in a different manner.

## 5.2 Benefits a Member may receive

- (a) **Retirement at the normal time.** A Member who Retires or attains the age of 65 years is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3.
- (b) **Benefits before the normal time.** A Member who has attained Preservation Age but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3, but subject to the benefit being paid as a pension which cannot be commuted to a lump sum before the Member Retires or attains the age of 65 years, or in any other form allowable under the Relevant Law, from time to time.
- (c) **Total and Permanent Disablement.** A Member who ceases Gainful Employment because of Total and Permanent Disablement is entitled to receive a Total and Permanent Disablement Benefit, calculated in accordance with Rule 5.3.
- (d) **Total and Temporary Disablement.** Upon the Total and Temporary Disablement of a Member, the Member is entitled to receive a Total and Temporary Disablement Benefit, calculated in accordance with Rule 5.3.
- (e) **Terminal Illness Benefit.** Upon a Member being diagnosed as Terminally Ill, the Member is entitled to receive a Terminal Illness Benefit.
- (f) **Death Benefits.** A Death Benefit becomes payable upon the death of:
  - (i) a Member; or
  - (ii) a reversionary beneficiary in receipt of a Pension,
 to the extent that the type of Pension or other benefit being received allows for the calculation and payment of a Death Benefit from the Fund.
- (g) **Reversionary Pension.** A Member in receipt of a Pension may nominate by notice in writing to the Trustee, either at the commencement of the Pension or at any subsequent time, one or more reversionary beneficiaries who are to continue to receive that Pension after the Member's death. A Member may, at any time, by notice in writing to the Trustee, revoke their nomination of one or more reversionary beneficiaries.
- (h) **Reversionary Pension if Member dies.** If a Member dies while receiving a Reversionary Pension from the Fund and the terms applying to that Pension nominate a reversionary beneficiary (however described), subject to the Relevant Law, the Trustee must continue to pay that Pension in favour of the reversionary beneficiary on the same terms and conditions as applied to the deceased Member.
- (i) **Pension to Spouse if Member dies.** If a Member dies while receiving a Pension from the Fund, the Member's Spouse may apply to the Trustee to have that Pension continued. The Trustee may, in its absolute discretion, decide to continue that Pension. The amount of that Pension will not exceed the amount calculated in accordance with the Act and Regulations. Where a Pension nominates a reversionary beneficiary (other than the Member's Spouse) or the payment of the Pension to the Member's Spouse would be contrary to a nomination under Rule 5.4 or 5.5, the Trustee cannot elect to continue the Pension in favour of the deceased Member's Spouse.
- (j) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination to be made by way of a Pension, a person entitled to receive a Death Benefit does not have a right to elect to receive that benefit by way of a Pension. However, the person entitled to receive a Death Benefit may apply to the Trustee for part or all of their Death Benefit entitlement be paid as one or more Pensions and the Trustee, in its absolute discretion, may decide to grant the request.
- (k) **Other cases.** A person who ceases to be a Member, otherwise than by death, and who is not entitled to a:
  - (i) Normal Retirement Benefit; or
  - (ii) Total and Permanent Disablement Benefit,
 will be entitled to:
  - (iii) receive the balance of his or her Benefit Account, subject to the restrictions imposed by Rules 5.9 to 5.11; or
  - (iv) have the balance of his or her Benefit Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.
- (l) **Reject Contributions.** Subject to the Relevant Law, if the Trustee receives:
  - (i) a request or direction from a Member to reject a contribution (wholly or partially);

- (ii) a contribution in error;
  - (iii) a contribution which would cause the Member to exceed their Contributions Cap;
  - (iv) a contribution which does or may result in the Trustee's inability to comply with the Relevant Law;
  - (v) a contribution which may not be accepted under with the Relevant Law; or
  - (vi) a contribution which may lawfully be rejected or repaid under the Relevant Law,
- the Trustee will hold the contribution upon a separate trust apart from the Fund may reject or repay the contribution (wholly or partially) to or at the direction of the person making the contribution after deducting any expenses incurred in the receipt or return of the contribution and any tax liability imposed on the Trustee as a result of the receipt of the contribution.
- (m) **Overpayments.** If, for any reason, a Member receives an amount of a benefit in excess of the amount due to the Member, subject to the Relevant Law, the Trustee may recover the excess by:
    - (i) reducing the balance of the Member's Benefit Account;
    - (ii) reducing the amount of any future payments due to the Member;
    - (iii) any other method permitted by law and the Relevant Law.
  - (n) **Early Release.** If the Trustee receives a written request for the early release of some or all of a Member's entitlements and if:
    - (i) the Member's circumstances constitute grounds for early release; and
    - (ii) where required, the Trustee receives written approval from the Regulator,
 the Trustee may pay the benefits and entitlements to the Member, net of any taxes or reasonable charges applicable to the payment of those benefits and entitlements, and subject to any restrictions required as to the manner and amount of that payment.
  - (o) **Release Authority.** If the Trustee receives a release authority from the Regulator, the Trustee must pay the amount specified in that authority and in accordance with that authority to the person or persons entitled to it.
  - (p) **Payments to commence.** Where a Member, or another person, becomes entitled to receive any payment of benefit under the preceding paragraphs, the Trustee must pay those amounts in accordance with the terms of these Rules and the Relevant Law and within the time required by the Relevant Law and, if none is specified, within a reasonable time.
  - (q) **Effect of Family Law Act.** Where, pursuant to an order under the Family Law Act, a Superannuation Interest has been created in favour of a Non-member Spouse, a reference in this Rule 5.1 to a Member will be read as including a Non-member Spouse.

### 5.3 How to calculate benefits

**NOTE:** While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.8 for details.

- (a) **More than one Benefit Account.** A Member may have one or more Benefit Accounts in the Fund which may be accumulation accounts or accounts from which pensions are drawn or any combination of them or any other type of account permitted by the Relevant Law, as determined by the Trustee.
- (b) **Normal Retirement Benefit.** A Member's Normal Retirement Benefit will be a Pension of an amount determined by the Trustee, having regard to:
  - (i) the balance of the Member's Benefit Account intended to fund the Pension at the date the Pension commences to be paid;
  - (ii) the period over which and the terms upon which the Pension is to be payable;
  - (iii) the expected investment earnings of the Fund to be attributable to the relevant Benefit Account;
  - (iv) the operating costs of the Fund, costs associated with the termination of the Fund and any administrative, insurance and taxation costs relating to the operation and termination of the Fund, which are anticipated to be attributable to the relevant Benefit Account;
  - (v) the cost of any annuities, Pensions and income streams purchased or to be purchased by the Trustee in respect of the Member or the Member's Beneficiaries;
  - (vi) the terms of any agreement or other instrument containing the terms and conditions upon which the Pension is to be paid;
  - (vii) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and

- (viii) any lump sum payment, or total or partial commutation in accordance with Rule 5.8.
- (c) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
- (i) be calculated to produce a nil balance in the Member's relevant Benefit Account after satisfying the terms on which the Pension is to be paid; and
  - (ii) in any event, cease to be payable when the balance in the Member's relevant Benefit Account is nil.
- (d) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (e) **Total and Temporary Disablement.** A Member's Total and Temporary Disablement Benefit will, subject to any requirements imposed by the Regulator on the payment of similar benefits, be a Non-commutable Income Stream cashed from the Fund for:
- (i) the purpose of continuing (in whole or in part) the gain or reward which the Member was receiving before the Temporary Incapacity; and
  - (ii) a period not exceeding the period during which the Member is prevented from undertaking Employment of the kind engaged in immediately before the Temporary Incapacity,
- but in any event must not exceed an amount equal to the balance of the total of the Member's Benefit Accounts, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (f) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (g) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the total of the Member's Benefit Accounts less:
- (i) any amount set aside to fund the payment of any reversionary Pension after the Member's death;
  - (ii) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
  - (iii) the amount necessary to meet any obligations with respect to a Pension or other payments required to be met from the Member's benefits and entitlements,
- and, unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination, will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:
- (iv) one or more of the Member's Designated Beneficiaries;
  - (v) one or more of the Member's Dependents;
  - (vi) the Member's legal personal representative,

#### 5.4 Lapsing Binding Death Nominations

- (a) **Requirements.** A Binding Death Nomination:
- (i) must be in writing;
  - (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
  - (iii) must contain a declaration signed by the witnesses stating that the notice was signed by the Member in their presence;
  - (iv) will lapse and be of no further effect on the day which is 3 years after the day on which it was first signed or last confirmed or amended by the Member, whichever is the later;
  - (v) may be revoked by the Member by written notice to the Trustee at any time;
  - (vi) must contain sufficient details to identify the Member;
  - (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.
- (b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of:
- (i) the whole or any part of the Member's Death Benefit; and/or

- (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,

to a person or persons named in the notice being the legal personal representative or a Dependant or Dependents of the Member. If the Trustee receives a Binding Death Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has lapsed or been revoked by the Member.

- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

## 5.5 Non-lapsing Binding Nomination

- (a) **Requirements.** A Non-lapsing Binding Nomination:

- (i) must be in writing;
- (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
- (iii) must contain a declaration signed by the witnesses stating that the notice was signed by the Member in their presence;
- (iv) will not lapse by the passing of time;
- (v) may be revoked by the Member by written notice to the Trustee at any time.
- (vi) must contain sufficient details to identify the Member;
- (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.

- (b) **Member may give.** A Member may, at any time, give the Trustee a Non-lapsing Binding Nomination directing the payment of:

- (i) the whole or any part of the Member's Death Benefit; and/or
- (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,

to a person or persons named in the notice being the legal personal representative or a Dependant or Dependents of the Member. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has been revoked by the Member.

- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Governing Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

## 5.6 Order of priority

- (a) **Invalid Nomination.** Where a Binding Death Nomination or a Non-lapsing Binding Nomination is invalid, in whole or in part, to the extent that it is invalid, the Trustee must pay the Member's Death Benefit in accordance with Rule 5.3(g).
- (b) **Automatic revocation.** A Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination given by the Member.
- (c) **Reversionary Pensions.** Where a Member is in receipt of a Pension in respect of which a reversionary beneficiary has been named, unless the Member has revoked that reversion in accordance with these Rules, or the reversionary beneficiary is no longer entitled to receive a Reversionary Pension under the Relevant Law, the entitlement of the reversionary beneficiary in respect of that Pension has priority over any Binding Death Nomination or a Non-lapsing Binding Nomination given by the Member and binding on the Trustee unless the Act or Regulations require otherwise.

## 5.7 Dealing with insurance

- (a) **Insurance relating to benefits.** The Trustee may take or hold one or more policies of insurance or assurance in relation to a Member as Benefit Payment Insurance or Additional Insurance.
- (b) **Insurance applied to liability.** Whenever a payment is received by the Trustee under any insurance policy held by the Trustee, the payment will be applied:

- (i) in the case of Benefit Payment Insurance, towards satisfaction of the Fund's liability to pay any one or more of a Member's benefits; or
  - (ii) in the case of Additional Insurance, in addition to the Fund's liability to pay any one or more of a Member's benefits,
- as agreed by the Member and the Trustee.
- (c) **Insurance not designated.** If a policy has been effected under Rule 5.7(a) and the policy is not designated as Benefit Payment Insurance or Additional Insurance, the policy will be deemed to be Benefit Payment Insurance.
  - (d) **Treatment of Additional Insurance.** Where the Trustee has effected Additional Insurance and an amount becomes payable to the Trustee under it, the Trustee must add the amount payable, net of any reasonable fees, charges and taxes, to the Member's Benefit Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with these Rules.
  - (e) **Treatment of Benefit Payment Insurance.** Where the Trustee has effected Benefit Payment Insurance and an amount becomes payable to the Trustee under it, the Trustee must first apply that amount towards satisfaction of the Fund's liability to pay the Member's benefits or entitlements in accordance with these Rules and the Trustee will reduce the Member's Benefit Account by the amount applied. Any amount remaining will be dealt with by the Trustee in its discretion as follows:
    - (i) where any amounts have been deducted from the Member's Benefit Account to pay any premiums in relation to the insurance, by paying or applying similar amounts to or on behalf of the Member in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
    - (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.7(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
    - (iii) by paying any expenses and liabilities of the Fund, whether or not those amounts are in whole or in part related to the Member's benefits and entitlements;
    - (iv) where the Trustee in its absolute discretion decides to pay an Anti-detriment Payment in respect of a deceased Member, by applying amounts towards such a payment; and/or
    - (v) by reallocating any amounts to a reserve to be dealt with as the Trustee sees fit.

## 5.8 How to pay a Pension and how to pay a lump sum benefit

- (a) **How to pay a Pension.** Any Pension payable under these Rules:
  - (i) must conform to Rule 5.9;
  - (ii) must comply with any minimum terms specified in the Act and the Regulations; and
  - (iii) will be payable on other terms decided by the Trustee.
- (b) **Terms to be given to Member.** A copy of the terms and conditions of a Pension is to be given to the Member or Beneficiary of that Pension at or before the Pension Date for that Pension.
- (c) **How to pay a lump sum benefit (or change a Pension to a lump sum).** Any person who is entitled to receive a Pension, Annuity or income stream from the Fund other than a Total and Temporary Disablement Benefit, may direct the Trustee in writing to:
  - (i) pay any amount as a lump sum; or
  - (ii) commute any amount to a lump sum,

but only to the extent permitted by the terms of the Pension, Annuity or income stream. The amount of any lump sum will be equal to the total of the balances of the Member's Benefit Accounts related to the payment less any taxes and other reasonable charges which the Trustee considers are applicable to the payment or commutation.
- (d) **How to reduce a Pension when commuting to a lump sum benefit.** Where a person exercises the right in Rule 5.8(c)(ii), the Trustee must discount the amount to which the person is entitled to the extent which the Trustee considers necessary to take account of the commutation. The Fund and the Trustee will then be discharged and relieved of any further liability in respect of the amount of the discount.
- (e) **How to pay benefits to minors and certain other people.** Where any Beneficiary is under a Legal Disability, the Trustee will be entitled to pay or apply the Beneficiary's benefits or entitlements:
  - (i) to the Beneficiary; or
  - (ii) to another person for the sole purpose of that person paying or applying those benefits or entitlements for, or on behalf of, the Beneficiary or the Beneficiary's Dependents; or

(iii) to a trust established for the benefit of the Beneficiary or the Beneficiary's Dependents.

That payment or application will constitute an effective discharge to the Fund and the Trustee. The Trustee need not be concerned and is not liable to see to the application of those benefits or entitlements after the time of their payment or application.

- (f) **Effect of Family Law Act.** A reference to a Member in this Rule 5.8 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

### 5.9 Types of Pensions which may be paid

The Trustee may pay any Pension allowable under the Act and Regulations. A Pension must be subject to the terms and conditions contained in the Act and Regulations in relation to that type of Pension. The following Pensions, and the descriptions of them in Schedule 1, are specific examples of the Pensions which may be paid:

- (a) Pensions commencing after 30 June 2007:
- (i) **Account Based Pensions** described in Part 1 of Schedule 1.
  - (ii) **Transition to Retirement Pensions** described in Part 2 of Schedule 1.
- (b) Pensions commencing before 20 September 2007:
- (i) **Allocated Pensions** described in Part 3 of Schedule 1.
  - (ii) **Pre-20 September 2007 Market Linked Pensions** described in Part 4 of Schedule 1.
  - (iii) **Lifetime Pensions** (included in the definition of Defined Benefit Pension) described in Part 5 of Schedule 1.
  - (iv) **Life Expectancy Pensions** (included in the definition of Defined Benefit Pension) described in Part 6 of Schedule 1.
  - (v) **Lifetime Commutable Pensions** (included in the definition of Defined Benefit Pension) described in Part 7 of Schedule 1.
  - (vi) **Non-Commutable Allocated Pensions** described in Part 8 of Schedule 1.
- (c) Pensions commencing after 19 September 2007, where the amount was purchased with a rollover superannuation benefit that resulted from the commutation of a pension or annuity of the type referred to in Regulation 1.06(1B):
- (i) **Post-19 September 2007 Market Linked Pensions** described in Part 9 of Schedule 1.
- (d) Pensions which commence after the death of a Member, whether they are Reversionary Pensions or Death Benefit Pensions, upon terms and to beneficiaries allowable under the Relevant Law, from time to time.

### 5.10 Only some Funds may pay Defined Benefit Pensions

Subject to the Act and Regulations, if the Fund is a Self Managed Superannuation Fund, the following provisions apply in relation to the Fund paying Defined Benefit Pensions to Members:

- (a) Where a Member was already receiving a Defined Benefit Pension on or before 11 May 2004, that Member may continue to receive that Pension, but any further Defined Benefit Pensions in respect of that or other Members are only payable in the circumstances set out in this Rule 5.10.
- (b) Where the Fund was in existence on 11 May 2004 and the Governing Rules provided for the payment of Defined Benefit Pensions at that time, the Fund may continue to provide that Pension.
- (c) Where the Fund was in existence on 11 May 2004 and the Governing Rules did not provide for the payment of a Defined Benefit Pension, the Fund may pay one or more Defined Benefit Pensions to a Member if:
- (i) the Member was a Member on 11 May 2004;
  - (ii) before 31 December 2005, the Member:
    - A. retired on or after attaining age 55; or
    - B. attained age 65; and
  - (iii) a Defined Benefit Pension was commenced for that Member before 1 July 2005 in respect of which the first payment is made within 12 months after the Pension Date for that Pension.

### 5.11 Restrictions on when and how benefits may be paid

This Rule is subject to any amendments, modifications, re-enactments, or substitutions of the Act and Regulations, from time to time, which may impose any requirement on the payment of benefits and entitlements and must be read and interpreted accordingly.

- (a) **Restrictions on how benefits may be paid.** Subject to the Regulations, a Member's benefits and entitlements in the Fund may only be paid:
- (i) by being cashed in accordance with Rule 5;
  - (ii) by being rolled over or transferred in accordance with these Rules; or
  - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with these Rules.

- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the whole or a part of a Member's Unrestricted Non-preserved Benefits may be cashed at any time in any one or any combination of the following ways:

- (i) one or more lump sums;
- (ii) one or more Pensions; and/or
- (iii) the purchase of one or more Annuities,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Unrestricted Non-preserved Benefits at the relevant time.

- (c) **Payment of Restricted Non-Preserved Benefits.** Subject to these Rules, the whole or a part of a Member's Restricted Non-preserved Benefits:

- (i) may only be cashed on or after the satisfaction of a Condition of Release; and
- (ii) must not exceed the Member's Restricted Non-preserved Benefits that had accrued at the time when the Condition of Release was satisfied,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Restricted Non-preserved Benefits at the relevant time. The form in which Restricted Non-preserved Benefits may be cashed is:

- (iii) the form, if any, specified in the Cashing Restriction for Restricted Non-preserved Benefits in relation to the relevant Condition of Release; or
- (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
  - A. one or more lump sums;
  - B. one or more Pensions; and/or
  - C. the purchase of one or more Annuities.

- (d) **Payment of Preserved Benefits.** Subject to these Rules, the whole or any part of a Member's Preserved Benefits may only be cashed on or after the satisfaction of a Condition of Release and must not exceed the sum of:

- (i) the Member's Preserved Benefits that had accrued at the time when the Condition of Release was satisfied; and
- (ii) any investment earnings accruing on those benefits from that time,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (i) and (ii) above at the relevant time. The form in which Preserved Benefits may be cashed is:

- (iii) the form, if any, specified in the Cashing Restriction for Preserved Benefits in relation to the relevant Condition of Release; or
- (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
  - A. one or more lump sums;
  - B. one or more Pensions; and/or

C. the purchase of one or more Annuities.

- (e) **When it is compulsory to pay benefits.** A Member's benefits and entitlements must be cashed as soon as practicable after a Member dies.
- (f) **Payment of compulsory benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the form in which benefits and entitlements may be cashed under Rule 5.11(e) is any one or any combination of the following forms:
- (i) a single lump sum;
  - (ii) an interim lump sum plus a final lump sum;
  - (iii) one or more Pensions; and/or
  - (iv) the purchase of one or more Annuities,
- except where that benefit is to be paid to a Child of the deceased Member, in which case it is subject to the restrictions contained in Rule 5.11(g).
- (g) **Restriction on Death Benefit Pensions to Children.** Subject to the Act and Regulations, from time to time, if a Member dies after 30 June 2007 and part or all of that Member's Death Benefit is to be paid to a Dependant who is a Child of the Member, the Death Benefit may only be paid as a Pension if the Child:
- (i) is less than 18 years of age; or
  - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
  - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in paragraph (iii), such a Pension must cease no later than the Child attaining 25 years of age.
- (h) **Effect of Family Law Act.** A reference to a Member in this Rule 5.11 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

## 5.12 Member-contributed property

- (a) **Member-contributed Property subject to different payment rules.** Despite any provision to the contrary in these Rules, where the Fund holds Member-contributed WA Property or Member-contributed NSW Property, any provisions in these Rules purporting to enable a beneficial interest to be obtained by any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property do not apply to that Member-contributed WA Property or Member-contributed NSW Property.
- (b) **Options for Trustee.** Where an event occurs which would normally entitle the Trustee to create a beneficial interest in Member-contributed WA Property or Member-contributed NSW Property in a person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property, the Trustee must deal with the Member-contributed WA Property or Member-contributed NSW Property only in one of the following ways:
- (i) by separating the Member-contributed WA Property or Member-contributed NSW Property from all other assets supporting the Transferor's Benefit Account and dealing with the Member-contributed WA Property or Member-contributed NSW Property in such a manner that the beneficial interest in that property remains solely with the Transferor of the Member-contributed WA Property or Member-contributed NSW Property or, if the Transferor has died, the Transferor's estate; or
  - (ii) after taking such professional advice as is considered prudent by the Trustee, in such other manner as the Trustee considers appropriate, but not so as to create a beneficial interest in any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property.

## 6. ROLLOVERS AND TRANSFERS OF BENEFITS

### 6.1 Into the Fund

- (a) **Members may.** A Member may request that the Trustee accept a rollover or transfer into the Fund of any existing superannuation benefits or entitlements which are able to be rolled over or transferred into the Fund under the Relevant Law. Those benefits or entitlements may include:
- (i) any Superannuation Lump Sums being held with another superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust; and/or
  - (ii) any Superannuation Lump Sums from other sources which are able to be rolled over or transferred into the Fund under the Relevant Law.
- (b) **Trustee to decide.** The Trustee must consider a request made in accordance with Rule 6.1(a) and may:
- (i) accept a rollover or transfer of the entire amount of the benefits or entitlements;
  - (ii) accept a rollover or transfer of part of the benefits or entitlements; or
  - (iii) reject a rollover or transfer of the whole or any part of the benefits or entitlements,
- and in reaching that decision, the Trustee may consider the limits on benefits payable to the Member, the balance of the Member's Benefit Account before and after the proposed rollover or transfer, the terms under which the benefits or entitlements are currently being held and any other matters which the Trustee considers relevant.
- (c) **Some rollovers and transfers cannot be accepted.** The Trustee must not accept a rollover or transfer of any benefits or entitlements which would or would be likely to cause a breach of a Civil Penalty Provision or constitute an offence under the Act.
- (d) **Condition of rollover or transfer in.** Where the Trustee accepts a rollover or transfer of benefits or entitlements under this Rule 6.1, those benefits or entitlements must be maintained and will only be payable:
- (i) in accordance with the terms of the trust deed or governing rules, if any, of the transferring entity at the date of rollover or transfer, as advised to the Trustee; or
  - (ii) on other terms approved by the Regulator.
- (e) **Most benefits rolled over or transferred into the Fund retain the same status.** Except as otherwise provided by the Act and Regulations, for the purpose of determining the status of benefits or entitlements under these Rules, any benefits or entitlements rolled over or transferred into the Fund will retain the same character in the Fund as they had in the superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust from which they were transferred.

### 6.2 Out of the Fund

- (a) **Who may request.** A request to roll over or transfer any benefits or entitlements out of the Fund may only be made by:
- (i) a Member;
  - (ii) in the case of a Member's death or Total and Permanent Disablement, the person or persons otherwise entitled to receive a benefit or entitlement; or
  - (iii) a Member's legal personal representative.
- (b) **Trustee must notify others.** Upon receiving a request to roll over or transfer benefits out of the Fund, the Trustee must give notice in writing of the proposed rollover or transfer to all other interested persons who at that time are entitled to make a similar request.
- (c) **Trustee must not rollover or transfer benefits with objections.** Subject to Rule 10.2, if a person notified under Rule 6.2(b) objects to the rollover or transfer by notice to the Trustee containing reasons, the Trustee must not roll over or transfer those benefits and must give notice of the objection and of the identity of the objector to the person making the request.
- (d) **Conditions of rollover or transfer out.** The Trustee will roll over or transfer benefits or entitlements in accordance with a request under Rule 6.2(a) if:
- (i) no person is required to be notified of a request for a rollover or transfer;
  - (ii) no objection has been received from an interested person within 7 days of giving notice; or
  - (iii) the Trustee is satisfied that any objection received has been removed.

- (e) **Time for rolling over or transferring out.** Subject to Rule 10.2, unless another provision of this Part applies to a request to roll over or transfer benefits or entitlements, the Trustee must roll over or transfer the amounts within a reasonable time of receiving such a request containing the information required by Rule 6.2(f). For the purposes of this Rule, 30 days is a reasonable time unless otherwise determined by the Trustee.
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the form containing the information which must be provided by a Member to a Trustee before a request to roll over or transfer benefits or entitlements is processed by the Trustee.
- (g) **Non-member Spouse benefits.** Where a Superannuation Interest has been created in favour of a Non-member Spouse under a Family Law Act order and that order does not restrict the transfer or roll over of the Non-member Spouse's Superannuation Interest, that interest may be rolled over or transferred out of the Fund:
  - (i) upon the request of the Non-member Spouse, subject to the request complying with the terms of this Rule 6.2; or
  - (ii) if the Trustee, in its absolute and unfettered discretion, decides to do so and the Trustee complies with all conditions imposed by the order,

and after all reasonable costs of rolling over or transferring that interest out of the Fund have been deducted from the Non-member Spouse's Superannuation Interest.

### 6.3 Trustee's duties

- (a) **Duty to ensure transferee is regulated.** When the Trustee receives a request under Rule 6.2(a), the Trustee must, before allowing any rollover or transfer, ensure that the entity accepting the benefits or entitlements is:
  - (i) a Regulated Superannuation Fund;
  - (ii) an Approved Deposit Fund;
  - (iii) a RSA; or
  - (iv) an EPSSS,
 and it is sufficient for the Trustee to receive from the entity accepting the benefits or entitlements, confirmation in writing of its status.
- (b) **Duty to ensure proper deductions made.** Where a rollover, transfer or payment of benefits or entitlements out of the Fund is to be made, the Trustee must ensure that:
  - (i) all taxes, expenses, accrued and actual liabilities required to be deducted from the Member's Benefit Account have been deducted; and
  - (ii) all income, gains and accretions required to be credited to the Member's Benefit Account have been credited,
 prior to determining the amount of benefits or entitlements available for rollover, transfer or payment to the Member.
- (c) **People to be notified if Member has died.** If a Member dies and benefits or entitlements become payable to any person other than the Member's legal personal representative, the Trustee must notify each person to whom benefits or entitlements are payable of the reasons why benefits or entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.
- (d) **Dealing with Death Benefits if Beneficiaries cannot be located.** If the Trustee cannot, after making all reasonable attempts, locate a person to whom any benefits or entitlements are payable in accordance with Rule 6.3(c), the Trustee may pay those benefits or entitlements, to the Member's legal personal representative, or to any one or more of the remaining Designated Beneficiaries, if any, in any proportions as the Trustee decides. No person will have any claim or cause of action against the Trustee or the Fund as a result of the Trustee exercising its discretion in accordance with this Rule.
- (e) **Information to the Taxation Commissioner.** When the Trustee pays benefits or entitlements out of the Fund and the entire amount of those benefits or entitlements are not rolled over or transferred into a Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, the Trustee must, within the prescribed time, provide to the Taxation Commissioner, in the form prescribed by the Relevant Law, information required by the Taxation Commissioner in relation to those benefits or entitlements and in relation to the recipients.

## 6.4 Splitting contributions

- (a) **Contributions that may be split.** Where contributions are made in respect of a Member after 1 January 2006, the following contributions (called “**Splittable Contributions**”) may be split:
- (i) if the contributions will be included in the Fund’s taxable income for a Year of Income – up to 85% of the contributions; and
  - (ii) if the contributions will not be included in the Fund’s taxable income for a Year of Income and the contributions are made on or before 5 April 2007 – up to 100% of the contributions.
- (b) **Spouse cannot receive Splittable Contributions.** If the Member’s Spouse is either:
- (i) over age 55 years and retired; or
  - (ii) over age 65 years,
- at the time the Member applies to the Trustee to split their contributions, the Trustee may not accept that application and may not split their contributions pursuant to this Rule 6.4.
- (c) **Manner of splitting contributions.** Contributions are split by the Trustee rolling over, transferring or crediting an amount of benefits, for the benefit of the Member’s Spouse, in an amount no greater than the Splittable Contributions referred to in Rule 6.4(a).
- (d) **Trustee may create Spouse Member account.** If the Spouse who will be receiving a Splittable Contribution does not already have a Member account, the Member must apply for Membership, in accordance with Part 2 of these Rules. A Trustee cannot accept an application to split contributions in respect of a Member until the Trustee has accepted the Member’s Spouse as a Member.
- (e) **Application for contributions split.** A Member may apply to the Trustee to split their Splittable Contributions, in a form approved by the Trustee, either:
- (i) after the end of a Year of Income in relation to Splittable Contributions made in the previous Year of Income; or
  - (ii) if the entire amount of a Member’s Splittable Contributions for that year are to be rolled over, transferred or credited to the Member’s Spouse, during the Year of Income in respect of which the Splittable Contributions are made,
- and the application must sufficiently identify the amounts and types of contributions referred to in Rule 6.4(a) which are to be split.
- (f) **Invalid contribution split application.** An application from a Member to split their Splittable Contributions is invalid if:
- (i) in relation to the Year of Income to which the splitting application applies, the Member has already made an application which the Trustee is either still considering, or has already put into effect;
  - (ii) the amount of benefits to which the splitting application relates exceeds the maximum amount of Splittable Contributions, referred to in Rule 6.4(a); or
  - (iii) the benefits which would remain in the Member’s account after the split would exceed the value of the Post-June 83 Component of the Member’s account balance, as calculated at the time the split would be made.
- (g) **Trustee’s discretion.** The decision to offer the option to split contributions and the decision to accept a particular application to split contributions under this Rule 6.4 is entirely at the discretion of the Trustee.
- (h) **This Rule does not affect Family Law Act splits.** For the avoidance of doubt, this Rule 6.4 does not apply to benefits which are split, pursuant to the operation of the Family Law Act.

## 7. EMPLOYERS’ CONTRIBUTIONS TO THE FUND

### 7.1 Employers who may contribute

Subject to Rule 4.1, the Trustee may accept contributions from an Employer or past Employer whether or not the Employer has agreed in writing to the terms and conditions of these Rules.

### 7.2 SuperStream compliance

Where necessary, the Trustee will comply with the SuperStream standards set out in the Superannuation Data and Payments Standards Legislative 2012 Instruments and associated schedules, as modified or amended from time to time.

## 8. THE TRUSTEE

### 8.1 Appointment, resignation and removal

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The Members have the right to appoint one or more Trustees or Directors of a Corporate Trustee. The right to appoint a Trustee or Director of a Corporate Trustee may be exercised by:
- (i) a sole Member, where the Fund only has 1 Member; or
  - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and
- the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.
- (c) **Consent to be in writing.** Any person appointed or to be appointed to be a Trustee or Director of a Corporate Trustee must consent in writing to the appointment and, upon acceptance, is deemed to accept and be bound by the terms, conditions, duties and obligations specified in these Rules.
- (d) **New Trustees or directors to sign declaration.** Where a person becomes a Trustee or a Director of a Corporate Trustee of the Fund after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand the obligations and responsibilities of a trustee of an SMSF. This declaration must be completed and signed within 21 days of their appointment and retained for not less than 10 years.
- (e) **How the Trustee may resign.** A Trustee may resign from the office of Trustee at any time, by giving notice in writing to the Members and to the legal personal representative of a Member who is deceased or under a Legal Disability.
- (f) **How the Trustee may be removed.** The Members have the right to remove a Trustee or a Director of a Corporate Trustee at any time. The right to remove a Trustee or Director of a Corporate Trustee, may be exercised by written notice given by:
- (i) a sole Member, where the Fund only has 1 Member; or
  - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and
- the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.
- (g) **Removal of the Trustee in other circumstances.** A Trustee ceases to be a Trustee upon the happening of any of the following events:
- (i) the Trustee, being a natural person:
    - A. dies;
    - B. becomes incapable of dealing with his or her own affairs;
    - C. is convicted of an offence of dishonesty or otherwise becomes disqualified from office by operation of law;
    - D. commits an act of bankruptcy or threatens to call any meeting with a view to entering into a composition or agreement with creditors;
    - E. makes an assignment to or enters into a composition with his or her creditors, or seeks the protection of any statute for relief from creditors;
    - F. becomes a Disqualified Person.
  - (ii) the Trustee, being a corporation:
    - A. has an application made, resolution passed or an order made for its liquidation or winding up;
    - B. is deemed to be insolvent, or any act or event constituting grounds for winding up by a court occurs;
    - C. is struck off, de-registered or otherwise ceases to exist or to have full capacity;
    - D. has a receiver or official manager appointed to the whole or any part of its undertaking;
    - E. becomes disqualified from office by operation of law; or
    - F. becomes a Disqualified Person.

- (h) **Member dies or becomes Legally Disabled.** If a Member dies or becomes Legally Disabled, the Member's legal personal representative may elect to become, and will, on that election being made, be appointed as:
- (i) a Trustee where the Trustee of the Fund is or are natural persons; or
  - (ii) a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, but subject to the constitution of the Corporate Trustee,
- and the Member's legal personal representative will be deemed to have been appointed during the period:
- (iii) in the case of the Member's death, beginning at the date of the Member's death and ending when death benefits first commence to be payable in respect of the Member or such other date as may be allowed by the Relevant Law; or
  - (iv) in the case of the Member's Legal Disability, beginning at the date when the Member's legal personal representative assumes control of the Member's affairs and ending either when that person ceases to act in the capacity of legal personal representative for the Member, or such other date as may be allowed by the Relevant Law.
- (i) **Trustee discharged.** When a Trustee has been removed or has resigned in accordance with these Rules:
- (i) that Trustee will be discharged from the trusts in these Rules to the extent allowed by law from the effective date of removal or resignation; but
  - (ii) without affecting any liability of the Trustee which has accrued, or may accrue, because of any thing done, or omitted to be done, by the Trustee prior to the effective date of removal or resignation; and
  - (iii) without affecting any obligation of the Fund or any liability of the Fund arising under any agreement or security to which the Fund is a party entered into prior to the removal or resignation of the Trustee,
- even if there is only one Trustee remaining provided that the Fund remains an SMSF.

## 8.2 Trustee may be a Member

Where a proposed Trustee is a natural person, that person is not, by their status as a Member, excluded or otherwise restricted from being appointed as a Trustee and may vote as a Member in all circumstances in which Members are entitled to vote, including resolutions for the appointment or dismissal of that person as Trustee.

## 8.3 Covenants, powers, authorities and restrictions

- (a) **Trustee's covenants.** A person, by accepting the appointment to the office of Trustee or Director of a Corporate Trustee, covenants:
- (i) to act honestly in all matters concerning the Fund;
  - (ii) to exercise, in relation to all matters affecting the Fund, the same degree of diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
  - (iii) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Beneficiaries;
  - (iv) to keep the money and other assets of the Fund separate from any money and assets respectively that are held by the Trustee personally or in any other capacity;
  - (v) not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
  - (vi) to formulate and give effect to an investment strategy for the Fund;
  - (vii) if the Fund has any reserves, 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; and
  - (viii) to allow any Beneficiary access to information or documents which are prescribed by a Relevant Law to be accessible by them.
- (b) **Trustee may authorise others to act.** A covenant in Rule 8.3(a) does not prevent the Trustee from engaging, or authorising persons to do, acts or things on behalf of the Trustee.

- (c) **Matters to be considered in formulating investment strategy.** In formulating and maintaining one or more investment strategies for the purposes of Rule 8.3(a), the Trustee must ensure that each strategy has regard to all the circumstances of the Fund or sub-plan (as the case may be), including but not limited to:
- (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to the Fund's or sub-plan's (as the case may be) objectives and expected cash flow requirements;
  - (ii) the composition of the investments as a whole, including the extent to which they are diverse or involve exposure of the Fund or sub-plan (as the case may be) to risks from inadequate diversification;
  - (iii) the liquidity of the investments, having regard to the Fund's or sub-plan's (as the case may be) expected cashflow requirements;
  - (iv) the ability of the Fund or sub-plan (as the case may be) to discharge its existing and prospective liabilities; and
  - (v) whether insurance on the life or disablement of one or more of the Members can or should be purchased,
- and the Trustee should review any investment strategies regularly to ensure that they remain current and in accordance with the Fund's present circumstances.
- (d) **Beneficiaries may direct Trustee.** An investment strategy made in accordance with Rule 8.3(a) may provide for a specified Beneficiary or class of Beneficiaries to give directions to the Trustee, where:
- (i) the directions relate to the strategy to be followed by the Trustee in relation to the investment of a particular asset or assets of the Fund; and
  - (ii) the directions are given in circumstances where:
    - A. the Trustee gives to the Beneficiary, or to each member of a class of Beneficiaries, a choice of two or more investment strategies from which the Beneficiary, or class of Beneficiaries, may choose a strategy or combination of strategies;
    - B. the Beneficiary, or each member of the class of Beneficiaries, is given the investment objectives of each of the strategies mentioned in A. and all information the Trustee reasonably believes a person would reasonably need for the purpose of understanding the effect of, and any risk involved in, each of those strategies;
    - C. the Beneficiary, or each member of the class of Beneficiaries, is fully informed of the range of directions that may be given and the circumstances in which they may be changed;
    - D. the Trustee clearly identifies, when the Beneficiary, or each member of the class of Beneficiaries, is given a choice of two or more investment strategies, the strategy the Trustee will adopt if no direction is given;
    - E. the direction from the Beneficiary, or each member of the class of Beneficiaries, to the Trustee is given after compliance with the above paragraphs and the direction specifies which of the strategies, or which combination of strategies referred to in A, is to be followed and any other matters applicable to the choice offered in accordance with the above paragraphs; and
    - F. it conforms with any other matters prescribed by the Regulations for the purposes of section 52B(4) of the Act.
- (e) **General powers of Trustee.** Subject to the Relevant Law, the Trustee has all the rights of a natural person to do any thing, or to engage in any transaction or dealing, on behalf of the Fund as it could do if it were the beneficial owner of the Fund and absolutely entitled to it.
- (f) **Specific powers of Trustee.** The following powers are specific examples of the Trustee's powers in Rule 8.3(e) and should not be interpreted as limiting those powers:
- (i) to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
  - (ii) to invest in or purchase any securities permitted by the Relevant Law;
  - (iii) to enter into any derivative contract or purchase, sell, deal or trade in any derivatives product. This right includes, without limitation, power for any purpose to enter into and perform or to deal with or in any:
    - A. options and futures contracts;

- B. warrants or instalment warrants;
- C. contracts for difference;
- D. certificates of deposit;
- E. default swap contracts; and/or
- F. any other form of derivative contract,

and otherwise to do and perform all things to operate, utilise or deal with the facilities of any stock or futures exchange either directly or through any broker or agent in any market in any part of the world.

- (iv) to purchase, acquire, create, hold, rent, lease, license, sell or otherwise dispose of assets and investments in any property, rights or privileges, including derivatives assets and contracts, which the Trustee is authorised by law to acquire or dispose of, on terms and conditions as the Trustee decides.
- (v) to grant any lease, sub-lease or other rights in relation to any property of the Fund for any term or terms and whether or not that term or terms exceeds 21 years or any other term allowable under the Relevant Law.
- (vi) to carry on a business, to the extent that it is allowable under the Relevant Law, from time to time.
- (vii) to appoint and/or remove or suspend, the Fund's Auditor, or any accountants, lawyers, Custodians, managers, secretaries, clerks, agents and other servants or consultants, and may appoint any of them permanently, temporarily or for special services and may determine the scope and extent of their powers and duties, on terms as to remuneration or salaries as the Trustee decides.
- (viii) to appoint any person to be a Custodian for the purpose of holding or retaining the legal title of or to any asset, property, investment or other thing acquired or to be acquired by or for the benefit of the Fund.
- (ix) to institute, conduct, defend, compound, compromise or abandon any legal or other proceedings by or against the Fund or its officers or otherwise, concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands made by or against the Fund.
- (x) to make and give receipts, releases and other discharges for money payable to the Fund and for any claims and demands against the Fund and to pay expenses as it considers properly relate to the Fund, including any income tax liability which may attach to income of the Fund or contributions made to it.
- (xi) to open accounts and to retain on current or deposit account at any bank or financial institution, any moneys as it considers proper and to make regulations for the operation of those accounts, including the signing and endorsement of cheques in connection with them.
- (xii) to borrow moneys, incur liabilities, pledge or charge the assets of the Fund as security, but only to the extent allowed or allowable in accordance with the Act and Regulations. Any borrowing or raising may include (without limitation):
  - A. the drawing, endorsing, accepting, negotiation or other dealing in bills of exchange, promissory notes, cheques or other negotiable instruments;
  - B. any other form of borrowing or raising of money which is authorised by the Act.
- (xiii) to purchase annuities, pensions and income streams, and to effect policies of insurance or assurance in relation to Members for the purpose of providing benefits under these Rules.
- (xiv) to revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries.
- (xv) to determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
- (xvi) to pay benefits and entitlements out of the Fund to persons entitled to them.
- (xvii) to decide, as and when required, who are Dependants for the purposes of these Rules.
- (xviii) to enter into any negotiations and contracts, to rescind and vary all contracts, to execute any deeds, and to do all or any things in the name of and on behalf of the Fund as it may consider expedient for or in relation to any of the matters referred to in these Rules or otherwise for the purposes of the Fund.

- (xix) to enter into an agreement with a Member varying the benefits or entitlements, or the contributions otherwise payable in respect of that Member, in any manner which the Trustee decides, subject to the terms of these Rules and to the consent of affected Members.
  - (xx) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, with one or more individual trustees, with one or more Directors of a Corporate Trustee, or with a Corporate Trustee itself, notwithstanding that they have or may obtain an interest or benefit in their own or other capacities.
  - (xxi) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, in respect of another trust where one or more individual Trustees or the Corporate Trustee, is a trustee of that trust.
  - (xxii) generally, to exercise or concur in exercising all of the Trustee's powers and discretions contained in these Rules or otherwise conferred by law notwithstanding that any Trustee or any Director or shareholder of a Corporate Trustee or any person being a relative of a Trustee or of a Director or shareholder of a Corporate Trustee has, or may have, a direct or personal interest (whether as trustee of any other settlement or in his or her personal capacity or as a shareholder or Director or Member or as a relative of the Trustee or relative of a Director or shareholder of a Trustee or Member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise) in the mode 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 notwithstanding that the Trustee for the time being is the sole Trustee.
- (g) **Trustee may delegate.** Regardless of any other provision of these Rules but subject to the Relevant Law, the Trustee may delegate, in writing, any of its powers or discretions to one or more other persons.
- (h) **Trustee's indemnity.** The persons listed in Rule 8.3(i) have a right of indemnity out of the assets of the Fund in respect of any expenses incurred or liabilities resulting from any activities carried out by those persons in the exercise or purported exercise of the powers, duties, responsibilities and discretions imposed or authorised by the trusts constituted by these Rules except where those expenses or liabilities arise from or as a result of:
- (i) a breach of trust by a person in Rule 8.3(i)(i) and/or (ii) if the person:
    - A. fails to act honestly in a matter concerning the Fund; or
    - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
  - (ii) an act or omission by a person in Rule 8.3(i)(iii) and/or (iv) if the person:
    - A. fails to act honestly in a matter concerning the Fund; or
    - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
  - (iii) a liability for a monetary penalty under a Civil Penalty Provision.
- (i) **Persons entitled to indemnity.** The following persons are entitled to claim the indemnity in Rule 8.3(h):
- (i) the Trustee;
  - (ii) the Directors and other officers of the Trustee, in the case of a Corporate Trustee;
  - (iii) any Custodian; and
  - (iv) any Investment Manager.
- (j) **Trustee not liable.** Without prejudice to the indemnity in Rule 8.3(h) those persons listed in Rule 8.3(i) will not be liable for any loss or damage arising from any:
- (i) act or omission in the exercise of any powers, duties, responsibilities or discretions;
  - (ii) contract entered into or document executed in relation to the Fund;
  - (iii) error in judgment;
  - (iv) neglect, default, intent to defraud, wilful misconduct, defalcation, or act or omission of any manager, agent, professional adviser, banker, stockbroker, or other person engaged by the Trustee for the purposes of the Fund; or
  - (v) breach of duty or of trust, or any neglect or otherwise.
- (k) **Limited Recourse Borrowing Arrangements.** Subject to the investment strategy of the Fund, the Trustee has the power to borrow money under arrangements of the kind contemplated by Section 67A of the Act and to enter into any and all such arrangements for that purpose, including:

- (i) the granting of indemnities to lenders for the purpose of furthering these arrangements;
- (ii) the granting of any security for the performance of any obligation or other dealing or engagement incurred or to be entered into by the Trustee or by any other person. The Trustee's power includes the power to grant any mortgage, charge or encumbrance over all or any part of any asset or property to be acquired in accordance with Section 67A of the Act;
- (iii) despite the covenants in Rule 8.3(a), to give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any part of the Fund. Without limitation, the Trustee may empower its attorney to take any action and/or perform any act on behalf of the Trustee and to sign and execute any deed, agreement or document that the Trustee may lawfully do, including the exercise of any of the Trustee's rights or obligations and the execution of mortgage and security documents. The Trustee may in its discretion, grant powers of attorney or proxies to any third party including any mortgagee, lender or financier of the Fund.

#### 8.4 In-house Assets and other restricted investments

- (a) **Restricted and prohibited investments.** The Trustee must not make any investments and, to the extent necessary, must divest the Fund of investments, to ensure that:
  - (i) the acquisition of an asset would not cause the Market Value of In-house Assets of the Fund to exceed 5% of the Market Value of the total assets of the Fund;
  - (ii) the Market Value of In-house Assets of the Fund does not exceed, at the end of any Year of Income, 5% of the Market Value of the total assets of the Fund;
  - (iii) the Fund's assets do not include loans to a Member or to a Relative of a Member unless the Fund was established before 16 December 1985 and the Trustee had express power to lend money to Members and had lent money to Members before that date;
  - (iv) there is no intentional acquisition of assets by the Fund from a Related Party of the Fund, except where:
    - A. the asset is a listed security acquired at Market Value;
    - B. the Fund is a Self Managed Superannuation Fund and the asset acquired is Business Real Property of the Related Party acquired at Market Value;
    - C. the Trustee acquired the asset under a merger between Regulated Superannuation Funds;
    - D. the asset is a life insurance policy issued by a life insurance company (other than a policy acquired from a Member or from a Relative of a Member);
    - E. the asset is of a kind which the Regulator has determined may be acquired by the Fund; or
    - F. the asset is an In-house Asset of the Fund, acquired at Market Value, which would not result in the level of In-house Assets of the Fund exceeding the level permitted by Rule 8.4.
- (b) **Pre 23 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired, or a lease or Lease Arrangement was entered into, under a contract entered into prior to 23 December 1999, and that asset would otherwise be an In-house Asset of the Fund, but that asset was not an In-house Asset at the time it was acquired, the asset is not an In-house Asset of the Fund.
- (c) **Post 22 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired under a contract entered into after 22 December 1999, and that asset would otherwise be an In-house Asset of the Fund and:
  - (i) where the asset was acquired after 22 December 1999, but before 1 July 2001, and the asset would not have been an In-house Asset of the Fund if acquired before 23 December 1999, that asset is not an In-house Asset of the Fund until 1 July 2001.
  - (ii) where the asset was acquired after 22 December 1999, but before 1 July 2001, and was still owned by the Fund on 1 July 2001, or where the asset was acquired after 30 June 2001, the asset will not be an In-house Asset if:
    - A. the asset was acquired prior to 1 July 2009, and was acquired solely by way of reinvestment of dividends or trust distributions in an Entity, in respect of an investment in that Entity made by the Fund prior to 23 December 1999; or
    - B. the asset was acquired prior to 1 July 2009 and:
      - I the Fund has less than 5 Members;

- II the asset is an investment in a company or unit trust in which the Fund held a pre-23 December 1999 investment;
- III the company or unit trust had a Loan principal amount outstanding on 23 December 1999; and
- IV the sum of the investments in the company or unit trust, acquired by the Fund after 23 December 1999, does not exceed the limits specified in section 71E of the Act.

### 8.5 Collectables

Regardless of any other provision in these Governing Rules, the Trustee must comply with the Act and Regulations regarding Collectables and must, unless otherwise permitted by the Act and/or the Regulations:

- (a) not enter and lease or lease arrangement with any related party of the Fund in respect of any Collectables;
- (b) store all Collectables of the Fund in accordance with the Act and Regulations;
- (c) document all decisions regarding the storage of Collectables in accordance with the Act and Regulations;
- (d) insure all Collectables in accordance with the Act and Regulations;
- (e) not permit any related party of the Fund to use any Collectible; and/or
- (f) not transfer any Collectible to any related party of the Fund other than in accordance with the Act and Regulations.

### 8.6 Rules apply to others

All of the rules and restrictions contained in these Rules which affect or apply to any act or thing done or not to be done by the Trustee, will apply to any act or thing done or not done on behalf of the Trustee by any person including, without limitation, any Director of a Corporate Trustee, Custodian or Investment Manager appointed by the Trustee.

## 9. ACCOUNTS, AUDIT, RECORDS AND RETURNS

### 9.1 Voluntary contributions

- (a) **Voluntary contribution reserve.** Subject to the Act and Regulations, the Trustee may establish and keep, in respect of the Fund or, where there are one or more sub-plans, in respect of each sub-plan, a voluntary contribution reserve, to which the Trustee may credit all contributions other than Mandated Employer Contributions.
- (b) **Allocations within 28 days.** Where, during a Year of Income, an amount has accumulated in the voluntary contribution reserve, the Trustee must:
  - (i) use the reserve for any purposes of the Fund as the Trustee decides; and
  - (ii) allocate all of the amounts in the reserve to one or more Members' Benefit Accounts, in the proportions determined by the Trustee within 28 days after the end of the month in which any such amounts are received, even if such allocation occurs after the Year of Income in which the contribution was made.
- (c) **Change in allocation.** If required by the Act and Regulations, or otherwise if the Trustee decides to do so, the Trustee may decide to allocate some or all contributions made by or on behalf of a Member directly to the Member's Benefit Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

### 9.2 Member Benefit Accounts

The Trustee must establish and keep, in respect of each Member, a Benefit Account or Accounts, to which must be added:

- (a) all contributions made by, for, or in relation to the Member which form part of a Member's Minimum Benefits;
- (b) all contributions allocated to the Member's Benefit Account from the voluntary contribution reserve;
- (c) all benefits or entitlements (including Superannuation Lump Sums) transferred into the Fund by, for, or in relation to the Member, in accordance with these Rules;
- (d) all investment earnings of the Fund or, where the Member is a member of a sub-plan, of that sub-plan, allocated to that Member's Benefit Account attributable to the amounts in (a) and (b);

- (e) the current surrender value of any policy of capital guaranteed life assurance taken out by the Trustee upon the life of that Member;
- (f) the proceeds, or part proceeds, of any policies of insurance which the Trustee decides to allocate, or is obliged to allocate in respect of that Member;
- (g) any amounts which the Trustee decides to pay in respect of the Member, pursuant to Section 295-485 of the Tax Act;
- (h) any reserves held by the Fund or, where the Member is a member of a sub-plan, by that sub-plan, which the Trustee has allocated to that Member's Benefit Account;
- (i) any refunds of taxes or surcharges and any interest applicable to such amounts, where the tax or surcharge was deducted directly from contributions made by or on behalf of that Member;
- (j) any increase in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (k) any other amount that the Trustee reasonably determines should be credited to the Member's Benefit Account,

and against which must be deducted:

- (l) all direct costs of establishing, operating and terminating the Fund and any administrative, insurance and taxation costs relating to the establishment, operation and termination of the Fund allocated to the Member's Benefit Account; and
- (m) any overpayments of Government Co-contribution which the Fund is required to repay;
- (n) any amounts required to be paid to the Commissioner of Taxation as a result of the Member's failure to quote his or her tax file number to the Fund within the prescribed time;
- (o) any other taxes or surcharges applicable to contributions made by or on behalf of a Member which are required to be withheld or deducted directly from such contributions;
- (p) any decrease in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (q) any other amount that the Trustee reasonably determines should be debited to the Member's Benefit Account,

and the Trustee must allocate all amounts in a fair, reasonable and consistent manner, having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation of amounts to a Member's Benefit Account. Where the Trustee has made the allocations in accordance with these principles, its decision will be final.

### 9.3 Accounts for non-Member Spouses

- (a) **Compliance with Family Court Orders.** When any order is made under the Family Law Act in respect of a Member's Superannuation Interest, the Trustee may be required to:
  - (i) create and maintain a new Benefit Account for a Non-member Spouse;
  - (ii) split the amount standing to the credit of a Member's Benefit Account with the Non-member Spouse;
  - (iii) identify a component or percentage of a Member's Superannuation Interest which is to be paid to the Non-member Spouse;
  - (iv) transfer or roll over a Non-member Spouse's Superannuation Interest to another regulated superannuation fund, approved deposit fund, EPSSS or RSA; and/or
  - (v) notify the Non-member Spouse and the Member of orders requiring a Payment Split and other matters.
- (b) **Cost of complying.** If Rule 9.3(a) applies, the reasonable costs incurred in complying with any Family Court order, including the costs of the Trustee seeking professional advice, may be deducted from the Non-member Spouse's interest.
- (c) **Splitting Pensions.** Where, pursuant to the Family Law Act, an order is made which affects the Superannuation Interest of a Member in receipt of a Pension, the Trustee may deduct any reasonable costs incurred in complying with those orders from the capital sum supporting the Pension to be paid to the Non-member Spouse, or from the periodical payments of the Pension to be paid to the Non-member Spouse.

#### **9.4 Investment reserve**

Subject to the Act and Regulations, the Trustee may, in its discretion, credit any investment earnings of the Fund to an investment reserve, to be used for such purposes as the Trustee may decide, including in the satisfaction of any expenses of the Fund and for the purpose of smoothing investment earnings allocated to members' accounts. Part or all of the balance of the investment reserve may be allocated to one or more Member's Benefit Accounts or, where the reserve relates to a sub-plan, to the Benefit Accounts of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

#### **9.5 Pension reserve**

Subject to the Act and Regulations, where the Trustee is required to pay one or more Pensions to one or more Beneficiaries, the Trustee may, in its discretion, transfer an amount or amounts to one or more pension reserves, for the purpose of paying that Pension or Pensions. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. Where an amount is transferred to a pension reserve, the Trustee may reduce the Member's Benefit Account, to the extent of the amount transferred and may, upon receiving the advice of an Actuary or other properly qualified person, transfer amounts between the pension reserve and Member's Benefit Account or other reserves, in a fair, reasonable and consistent manner.

#### **9.6 Other reserves**

Subject to the Act and Regulations, the Trustee may, in its discretion, establish other reserves, including an anti-detriment reserve, in respect of amounts not presently allocated to Members' Benefit Accounts or to other reserves. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. The balance of the reserve may be allocated to the Benefit Accounts of one or more Members or, where the Fund is divided into sub-plans, of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

#### **9.7 Allocations from reserves**

Where, during a Year of Income, amounts appropriate to be allocated to Members' Benefit Accounts have arisen, the Trustee may make as many allocations of those amounts during the course of the Year of Income as the Trustee decides. Except for amounts allocated to a voluntary contribution reserve, the Trustee may decide when and how much of a reserve amount is to be distributed to Members' Benefit Accounts.

#### **9.8 Trustee to keep records of types of benefits**

In addition to maintaining details of the value of Benefit Accounts for each Member, the Trustee must keep records in a manner to enable the Trustee to determine the amounts of benefits and entitlements of individual Members which consist of:

- (a) Minimum Benefits;
- (b) Preserved Benefits;
- (c) Restricted Non-preserved Benefits; and
- (d) Unrestricted Non-preserved Benefits.

#### **9.9 Trustee to keep accounting records**

The Trustee must:

- (a) keep accounting records in writing which correctly record and explain the transactions and financial position of the Fund; and
- (b) keep its accounting records to enable the preparation of:
  - (i) the accounts and statements required under Rule 9.10 and/or Rule 9.11; and
  - (ii) the returns of the Fund required under Rule 9.13; and
- (c) keep its accounting records to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Act; and
- (d) keep the accounting records of the Fund, or cause them to be kept, in Australia for at least 5 years after the end of the Year of Income to which they relate.

#### **9.10 Preparation of accounts**

Except where Rule 9.11 applies, the Trustee must, in respect of each Year of Income, prepare accounts and statements in respect of the Fund which consist of at least:

- (a) a statement of financial position of the Fund;
- (b) a statement of the Market Value of the assets of the Fund;
- (c) an operating statement of the Fund; and
- (d) other accounts and statements as the Act and Regulations specify,

and, where practicable, the Trustee will value Fund asset at their net Market Values, and prepare those accounts and statements to ensure that the Auditor does not qualify the accounts of the Fund.

### 9.11 Accounts required where benefits solely life assurance

Where the Fund is, at the end of any Year of Income, a Fund from which the benefits and entitlements paid to each Member are wholly determined by reference to policies of life assurance, the Trustee must prepare:

- (a) a statement that policies of life assurance are in place at the end of the Year of Income;
- (b) a statement as to whether those policies have been fully maintained as required by the relevant insurers;
- (c) a statement of the identities of those insurers;
- (d) a statement of the amounts contributed by Employers and Members in the Year of Income;
- (e) a statement of the amount of premiums paid on those policies; and
- (f) a statement of the expenses incurred by the Fund in respect of the Year of Income, other than amounts covered by premiums.

### 9.12 Audit of the accounts

The Trustee must appoint, and has the power to dismiss, an Approved Auditor. The Trustee must ensure that each set of accounts and statements prepared in respect of a Year of Income is audited by the Auditor.

### 9.13 Preparation and lodgement of returns

The Trustee must, in respect of each Year of Income, prepare and lodge:

- (a) with the Regulator:
  - (i) an annual return, in the approved form, containing information which is required in relation to the Fund;
  - (ii) a certificate, in the approved form, in respect of that Year of Income; and
  - (iii) the report given to the Trustee by the Auditor under Part 13 of the Act in respect of that Year of Income; and
- (b) with the Taxation Commissioner, an income tax return, in the approved form, containing information which is required in respect of that Year of Income.

## 10. MEETINGS OF TRUSTEES AND MEMBERS

### 10.1 Trustees or Directors meetings

- (a) **How to call a meeting.** The Trustees, or the Directors of a Corporate Trustee, may convene a meeting of the Trustees, or of the Directors, as the case may be, by 1 of their number giving not less than 7 days notice in writing to each of the others, of the time, place and business to be conducted at the meeting. The notice period in this Rule may be waived by unanimous agreement of all Trustees and/or all Directors. No notice and no meeting is required in the case of a sole Trustee or a sole Director of a Corporate Trustee.
- (b) **Appointing a chair.** Before any business is discussed at a meeting of Trustees or Directors, they must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.
- (c) **Meetings at least annually.** Meetings of Trustees or Directors may be convened at any time, but must be convened at least once in every calendar year, to consider:
  - (i) the accounts of the Fund and the Approved Auditor's report relating to those accounts;
  - (ii) the returns and other documents specified in Rule 9.13;
  - (iii) any matters raised by the accounts and statements which require action or attention; and
  - (iv) any other matters which the Trustees or the Directors, consider appropriate.
- (d) **Quorum.** The quorum for meetings of Trustees or Directors is two or half of the total number of Trustees or Directors, whichever is greater.

- (e) **Voting by proxy.** A Trustee and/or a Director who is unable to be present at a meeting of the Trustees or the Directors, as the case may be, may nominate another person to attend the meeting as their proxy, subject to the following requirements:
- (i) the person nominated as proxy must carry into and put before the meeting an authority, signed by the person in whose place the proxy is attending, in a form approved by the Trustee.
  - (ii) a person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
  - (iii) a person nominated as proxy, who is not otherwise a Trustee or a Director of the Trustee, must be asked to leave the meeting if the chairperson considers that a subject to be discussed is of a sensitive or confidential nature.
  - (iv) a person nominated as proxy must be given an opportunity to read and to table any written statement from their appointor, and must vote strictly in accordance with the directions of that person, but a proxy, who is not otherwise a Trustee or a Director of the Trustee, is not further entitled to participate in the discussions and conduct of the meeting.

## 10.2 Resolving disputes between trustees

- (a) **Usual decision-making to be unanimous.** In any proceedings of individual Trustees, or Directors of a Corporate Trustee, decisions shall be made on a unanimous basis.
- (b) **Changes to usual decision-making arrangements.** The individual Trustees, or Directors of a Corporate Trustee, may unanimously decide that another basis for decision making be adopted:
- (i) in respect of a particular decision; or
  - (ii) for a period of time; or
  - (iii) from that point onwards, until any one or more of them gives notice in writing to the other Trustees or Directors that they no longer wish the alternative arrangements to apply.
- (c) **Where unanimous agreement cannot be reached.** Except in the circumstances outlined in paragraph (b) above, should the individual Trustees, or Directors of a Corporate Trustee, not be able to agree upon a unanimous decision or course of action at any point in time (the “**Disputed Actions**”), and if a Trustee or Director who is out voted does not accept that decision (a “**Dissenter**”), then the following provisions, in the following order shall apply:
- (i) **Notice to be given.** A Dissenter shall within 1 week of the Disputed Actions give their fellow Trustees or Directors notice in writing that they do not accept that decision (a “**Disputed Actions Notice**”).
  - (ii) **Single member funds or funds with nil balance members.** If there are no Members who are recently deceased and in respect of whom a benefit payment decision has yet to be made, then the position of the Trustees or Directors of a Corporate Trustee will be recalculated on the basis that:
    - A. in the event that there is a single Member, the Trustee or Director who is or represents the Member shall have the casting vote; and
    - B. in the event that a Trustee or Director also is or represents a Member of the Fund with a nil balance, that person’s corresponding vote as Trustee or Director will not be counted,
 however the Trustees or Directors who are also Members, and who do not have a nil balance, must agree in writing to personally indemnify the other Trustees or Directors against any legal or financial consequences of the Disputed Actions, unless the indemnified Trustees or Directors initiate the legal action, or cause the financial consequences.
  - (iii) **Willing Members prepared to voluntarily roll out.** If a Disputed Actions Notice has been given, and any Member is prepared to voluntarily roll the balance of their Member’s Benefit Account out of the Fund (the “**Willing Members**”), then they will be permitted to do so, as long as they provide details of an alternative regulated superannuation fund to which their benefits may be transferred within 14 days of the notification of their decision to roll out, and subject to paragraph (g) of this Rule. Until the Willing Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.
  - (iv) **Funds where Members have small balances to be compulsorily rolled out.** If a Disputed Actions Notice has been given, and all of the Dissenters did not roll out as Members pursuant to paragraph (iii) above, then the Trustees or Directors who represent corresponding Members balances making up at least 80% of the market value of the Fund’s assets (the “**Majority Members**”) may commence to compulsorily rollover any Member who is also a Dissenter and

whose balance is 20% or less of the market value of the Fund's assets ("**Minority Members**"), subject to paragraph (f) of this Rule, as follows:

- A. if a Minority Member nominates an alternative regulated superannuation fund to accept the rollover – that fund; or
- B. if a Minority Member does not so nominate - an eligible rollover fund selected by the Trustees or Directors who are Majority Members.

Until the Minority Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.

- (v) **Mediation or court action as a remedy in other cases.** In the event that the Disputed Actions have not been resolved pursuant to the preceding paragraphs, any one of the Trustees or Directors may request the Australian Mediation Association to select a mediator to resolve the matter and:
  - A. all Trustees and Directors shall attend any mediation hearings scheduled.
  - B. any Trustee or Director who has been notified of, but does not attend a scheduled mediation:
    - I shall be entitled to one alternative mediation date; and
    - II should they fail to attend that alternative mediation date, shall be deemed to accept its outcome.
  - C. in the event that the Trustees or Directors are not able to resolve the matters which are the subject of the mediation, one or more of the parties may apply to the relevant court in the State or Territory in which the Fund is based, for a determination of the matter.
- (d) **Stay of decision while Minority Member rolled out.** For the avoidance of doubt, if a Minority Member is being compulsorily rolled out of the Fund, then the Majority Members may not cause the Fund to engage in the Disputed Actions until such time as all Minority Members have been rolled out of the Fund.
- (e) **Requirement to prepare accounts prior to rollover.** Prior to any rollover, the Fund's administrators will prepare management accounts showing the best estimate of the Members' present account balances, less a provision for accrued income and capital gains taxes, and any other reasonable provisions relating to the income and expenses of the Fund, accrued and incurred up to the date of those accounts.
- (f) **Stay of compulsory rollover during significant market declines.** If the All Ordinaries Index has declined by more than 20% during the 12 months preceding the Disputed Actions Notice being given, then the Minority Members are entitled to a deferral of 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the Disputed Actions Notice being given, whichever is the earlier, before any compulsory rollover is initiated.
- (g) **Stay of voluntary rollover during certain periods.** If a Member has requested a voluntary rollover of their benefits from the Fund in accordance with this Rule 10.2, then any other individual Trustee, or any other Director of a Corporate Trustee, may elect to defer the roll out:
  - (i) if the All Ordinaries Index has declined by more than 20% during the 12 months prior to the rollover request – for 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the rollover request, whichever is the earlier; or
  - (ii) if, in order to pay out the Member, one or more illiquid, non-listed assets representing more than 20% of the Fund's total assets would need to be sold – 12 months from the date the rollover request is made, or a sufficient number of illiquid, non-listed assets are sold and the proceeds received, whichever is earlier; or
  - (iii) if, in order to pay out the Member, one or more of the Fund's assets which is leased to a business owned or operated by a Fund Member, or a Related Party of a Member, would need to be sold – the time taken to sell and receive the proceeds from the sale of that or those assets,

however, during this time any of the individual Trustees, or any Director of a Corporate Trustee, may initiate the mediation provisions in paragraph (c)(v) of this Rule.
- (h) **Limit on this Rule for Legal Disability or Family Law Act proceedings.** The provisions of this Rule, other than those which require mediation or recourse to a court of law, shall not apply where:
  - (i) the Disputed Actions concern the payment of benefits of a Member who is under a Legal Disability; or
  - (ii) where one or more of the Members is party to proceedings under the Family Law Act.

- (i) **When this Rule does not apply.** The preceding provisions of this Rule shall not apply if the Disputed Actions would be:
  - (i) illegal; or
  - (ii) reasonably likely, in the opinion of the Fund's auditor, to cause:
    - A. a breach of the Act and Regulations; or
    - B. part or all of the Fund's income to be non-arm's length income.
- (j) **Continuation of good governance.** During any period where this Rule applies, the individual Trustees, or Directors of a Corporate Trustee shall continue to deal with each other in good faith and undertake all elements of their duties in a timely fashion.
- (k) **Preservation of Rights.** Apart from as otherwise specifically provided, nothing in this Rule shall prevent one or more parties from pursuing their usual legal and equitable rights and entitlements.
- (l) **Parties may voluntarily withdraw.** All of parties who served Disputed Actions Notices may jointly, by further notice in writing to all of the other individual Trustees or Directors of a Corporate Trustee, withdraw their Disputed Actions Notice, however the withdrawing parties must agree to:
  - (i) their Member Benefit Accounts being debited with all of the Fund's expenses in relation to the Disputed Actions accrued after the Disputed Actions Notice was given; or
  - (ii) a portion of the Fund's expenses in relation to the Disputed Actions, which is agreed between all Trustees or all Directors, being debited to their Member Benefit Accounts; or
  - (iii) a mediation in accordance with this Rule being held, which is restricted to a decision on the allocation of such expenses.

### 10.3 Members' meetings

- (a) **When to hold meetings.** Subject to Rule 11, a Members' meeting must be convened by the Trustee, when:
  - (i) the Trustee considers it necessary; or
  - (ii) the Trustee or a Director, receives a meeting request, signed by not less than 25% of the current Members.
- (b) **How to call a meeting.** In order to convene a Members' meeting, the Trustees must give to each Member not less than 7 days notice in writing that a Members' meeting is to be held, specifying the time and place and a general description of the business to be conducted at the meeting. The notice period in this Rule may be waived by the agreement of all Members. No notice and no meeting is required in the case of a sole Member.
- (c) **Appointing a chair.** Before any business is conducted at a Members' meetings, the Trustees or the Directors must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.
- (d) **Capacity of meetings.** Subject to the requirements of these Rules and to the Act and Regulations, the Trustees or the Directors of the Trustee, must use their best endeavours to comply with a resolution passed by a majority of the Members then present in person or by proxy at a Members' meeting.
- (e) **Quorum.** The quorum for Members' meetings is half of the total number of Members present in person or by proxy rounded up to the nearest whole number.
- (f) **Voting by proxy.** A Member who is unable to be present at a meeting of Members may nominate a person to attend the meeting as the Member's proxy, subject to the following requirements:
  - (i) The person nominated as proxy must carry into and put before the meeting an authority, signed by the Member in whose place the proxy is attending, in a form approved by the Trustee.
  - (ii) A person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
  - (iii) A person nominated as proxy must vote strictly in accordance with the directions of the appointing Member. A proxy, who is not otherwise a Member, is not further entitled to participate in the discussions and conduct of the meeting.

### 10.4 Member dies or becomes Legally Disabled

If a Member dies or becomes Legally Disabled, the Member's legal personal representative has a right to attend meetings of Members and to vote as a Member at any meeting of Members and:

- (a) upon the Member's legal personal representative becoming a Trustee where the Trustee of the Fund is or are natural persons, has a right to vote as a Trustee; and

- (b) upon the Member's legal personal representative becoming a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, has a right to vote as a Director of the Corporate Trustee.

## 11. INQUIRIES AND COMPLAINTS

- (a) **Dealing with complaints.** The Trustee must, within 90 days, consider any inquiry or complaint by one or more Members which has been raised either in a Members' meeting or in writing. Where an inquiry or complaint is not dealt with to the satisfaction of the Member or Members within that time, the parties must arrange for a convenient time and place to meet with each other, for the purpose of resolving the matter.
- (b) **Conduct of meetings.** The parties present at a meeting under Rule 11(a):
- (i) may, by agreement, appoint a person to chair the meeting, but it is not necessary to do so;
  - (ii) must appoint a person to take and distribute, to all parties in attendance, written minutes of the proceedings; and
  - (iii) may agree to convene one or more further meetings to address the issues in dispute.

## 12. ADMINISTRATIVE MATTERS

### 12.1 Interpretation of these Rules

Except as otherwise expressly provided, the interpretation and application of these Rules will be determined by the Trustee and that determination will be binding and final.

### 12.2 How to designate a Beneficiary

In circumstances other than the giving of a Binding Death Nomination or a Non-lapsing Binding Nomination, a Member wishing to designate a Dependant or other person as a Beneficiary must do so in writing to the Trustee in a form approved by the Trustee.

### 12.3 Limits on rights of Members

No person, whether as a Member or otherwise, will have any claim, right or interest to, in respect of, or against the Trustee, the Fund, or any contributions made to the Fund, except under and in accordance with these Rules.

### 12.4 Right to inspect

Every Member has the right to inspect a copy of these Rules, at a time and a place which is convenient to the Trustee.

### 12.5 Secrecy

- (a) **Confidential Information.** No Member has any right to enquire, or to be given any information concerning the interest of another Member.
- (b) **Other confidential information.** The Trustee must observe strict secrecy with regard to the affairs, accounts and transactions of the Fund, but this does not prevent the publication of financial, statistical or other information to all Members, generally, whenever the Trustee decides.

### 12.6 Receipts and payments with assets

Subject to Rule 5.9 and to the Act and Regulations, where:

- (a) any contribution, benefit or entitlement of a Member or Members is or are payable, transferable or receivable by or to the Fund; or
- (b) any liabilities incurred by or on behalf of the Fund are to be satisfied; or
- (c) any property is due to or is to be acquired by the Fund,

the Trustee may, with the agreement of the person to or from whom a payment is required to be made, in lieu of money, and at its discretion, make or receive settlement of the relevant amount by:

- (d) transferring, in specie, property of the Fund to; or
- (e) receiving a transfer of property from,

that person, at the property's Market Value.

### 12.7 Members to provide information

Every Member and every person claiming a benefit or entitlement, or in receipt of a Pension, or other benefit or entitlement, must give the Trustee any information or authorisation and produce any documents which the Trustee considers necessary for the purposes of giving effect to these Rules.

### 12.8 Variation provision

The Trustee may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by deed or other written instrument, or by resolution in writing. Any amendment, revocation, replacement or modification must not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
- (c) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
- (d) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
- (e) be contrary to or inconsistent with the Act and Regulations.

### 12.9 Additional variation provision

- (a) Provided the Fund is subscribed to and recorded as Active on superdepot.net.au (the "Site"), SuperDepot Pty Ltd ACN 122 036 248 may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by uploading new Governing Rules to the records of the Fund on the Site. Any amendment, revocation, replacement or modification must not:
  - (i) alter the objects of the Fund;
  - (ii) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
  - (iii) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
  - (iv) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
  - (v) be contrary to or inconsistent with the Act and Regulations.
- (b) Where the Fund is subscribed to and recorded as Active on the Site, any new Governing Rules uploaded by SuperDepot Pty Ltd ACN 122 036 248 to the records of the Fund on the Site will be taken to be the Governing Rules of the Fund as from the date of upload and the then existing Governing Rules will be replaced by the new Governing Rules.
- (c) The Trustee may exercise the power in Rule 12.8 to revoke all or any of the new Governing Rules at any time.
- (d) The Trustee delegates the power to amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules to SuperDepot Pty Ltd ACN 122 036 248, but only whilst the Fund is subscribed to and recorded as Active on the Site.

### 12.10 Effect of changes in Relevant Law

The Trustee is authorised and empowered to act in accordance with the Relevant Law (including the requirements for the Fund to be a complying superannuation fund and a Regulated Superannuation Fund) and, to the extent that there is any inconsistency between these Rules and the Relevant Law, the Relevant Law will prevail. For the avoidance of doubt and regardless of the terms of these Rules:

- (a) the Trustee may act in accordance with the Relevant Law regardless of the terms of these Rules;
- (b) the Trustee must act in accordance with the Relevant Law where the provisions of the Relevant Law are mandatory;
- (c) the Trustee is authorised to do any act or thing which is permitted by the Relevant Law regardless of the terms of these Rules;
- (d) the Trustee is authorised to refrain from doing any act or thing which is restricted or prohibited by the Relevant Law regardless of the terms of these Rules.

### 12.11 Saving provision

The exercise of the power in Rule 12.8 or Rule 12.9 will not invalidate or alter the terms of any:

- (a) Binding Death Nomination given by a Member;
- (b) Non-lapsing Binding Nomination given by a Member;
- (c) Pension rules in respect of Pensions commenced to be paid prior to the exercise of that power;

- (d) Superannuation will or other testamentary instrument executed by a Member prior to the exercise of that power,

and whether or not the terms of, or provisions applicable to, any of them does not comply with the operative Governing Rules of the Fund applying after the exercise of that power.

### **12.12 Penalties and Orders**

The Trustee acknowledges that:

- (a) pursuant to the Relevant Law, various penalties and orders may be imposed on the Trustee and/or the Fund for breaches of the Act or Regulations or this Deed; and
- (b) the Regulator may (amongst other penalties and orders) levy or issue to, or against, the Trustee and/or the Fund:
- (i) a Rectification Notice requiring specific action be taken by the Trustee within a specified time to rectify a breach or contravention; and/or
  - (ii) an Education Notice requiring a person to undertake a specified course of education within a certain time, and to give to the Regulator evidence of completion; and/or
  - (iii) an Administrative Penalty Notice which imposes a monetary penalty on the Trustee in relation to a breach or contravention; and
- (c) where it is a requirement of the Relevant Law, the Trustee is personally liable for complying with any such order or penalty and must not pay any costs or penalties out of the Fund nor seek reimbursement for any person out of the Fund.

## **13. WINDING UP THE FUND**

### **13.1 Conditions for termination**

The trusts created by these Rules will terminate:

- (a) where the Members, by unanimous resolution vote to wind up the Fund in a special meeting convened for that purpose, on the first day on which the membership of all Members has been terminated and all benefits and entitlements paid or transferred out of the Fund, so that all of the assets of the Fund are expended or distributed;
- (b) where the Trustee becomes aware that the Fund is insolvent, on the day on which the Regulator's permission to wind-up is obtained; or
- (c) in any other circumstances when there are no Members or Beneficiaries and the Trustee considers it to be unlikely that there will be any new Members, on the day determined by the Trustee.

### **13.2 Steps to take on winding-up**

When it becomes clear to the Trustee that Rule 13.1 will apply, the Trustee will take all necessary steps to distribute any remaining assets of the Fund and to satisfy any outstanding liabilities, and will then:

- (a) notify any remaining interested parties of its intention to wind-up the Fund;
- (b) notify the Regulator and the Taxation Commissioner of its intention to wind-up the Fund;
- (c) comply with any other requirements of the Act and the Regulations concerning the winding-up of Funds; and
- (d) take any further steps which, in the Trustee's opinion, are required to wind-up the Fund.

## **14. UK PENSION PROVISIONS - QROPS**

Regardless of anything to the contrary expressed or implied in these Rules, the Rules in this Rule 14 of these Rules, called the "UK Pension Division Provisions", will apply to the Members UK Accumulated Credit (if any) in the Fund.

### **14.1 Application for QROPS status**

With the agreement of the Trustee and at the request of a Member who is entitled to receive a transfer of a UK Accumulated Credit, the Trustee may apply to Her Majesty's Customs & Revenue (or such other body as is appropriate) for recognition of the Fund as a Qualified Recognized Overseas Pension Scheme ("QROPS") pursuant to the United Kingdom's Finance Act 2004 and any regulations made under it.

### **14.2 Transfers from UK pension schemes**

The Trustee will not request a transfer from a UK pension scheme under this Rule until its QROPS status has been confirmed and all other regulatory and administrative guidelines have been complied with.

#### **14.3 Restrictions on benefits payable**

The Trustee must in all respects comply with the requirements, from time to time, applicable to the Member's UK Accumulated Credit, including but not limited to:

- (a) requirements to report to Her Majesty's Customs & Revenue all payments or transfers affecting the Member's UK Accumulated Credit; and
- (b) restrictions on the age at which, and circumstances under which, benefits arising from the Member's UK Accumulated Credit may be paid; and
- (c) restrictions on the form in which any such benefits may be paid and on the amount of any lump sums.

#### **14.4 Transfers to other Regulated Superannuation Fund**

To the extent that the requirements of the United Kingdom's Finance Act 2004 and any regulations made under it restrict or impose conditions upon the transfer of a Member's UK Accumulated Credit to another Regulated Superannuation Fund, the Trustee must comply with those requirements in respect of any rollovers or transfers of the UK Accumulated Credit, unless such requirements would result in the Trustee breaching the provisions of the Relevant Law.

#### **14.5 Limitation on amendments to this Rule**

No amendments can be made to the UK Pension Division Provisions if such amendments would mean the rules applying to the Member's UK Accumulated Credit would not comply with the requirements of the United Kingdom Inland Revenue for the transfer of pension entitlements from the United Kingdom to Australia.

#### **14.6 Supplementary definition for this Rule**

The expression "**UK Accumulated Credit**" means the amount transferred in respect of the Member to this Fund or a previous superannuation arrangement from a UK pension arrangement.

**SCHEDULE 1**  
**Description of Pensions**  
**Rule 5.9**

**PART 1****ACCOUNT BASED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amounts:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

**Account Balance** means:

- (i) the value of the annuity or pension:
  - 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 annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

**Percentage Factor** means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

**Table 1**

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (f) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (g) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
  - (i) is less than 18 years of age; or
  - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
  - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (i) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

## PART 2

### TRANSITION TO RETIREMENT PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amount:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

**Account Balance** means:

- (i) the value of the annuity or pension:
  - 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 annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

**Percentage Factor** means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

**Table 1**

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9

Item	Age of Beneficiary	Percentage Factor
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \quad \times \quad \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) until the primary beneficiary Retires or reaches 65 years of age (whichever comes first), the payments in a year (including payments made under a Splitting Order) are not larger in total than the following amount:

$$\text{Account Balance} \times 10\%$$

- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
- (i) is less than 18 years of age; or
  - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
  - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (i) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (j) if the pension is commuted, any resulting Superannuation Lump Sum cannot be cashed unless:
- (i) the purpose of the commutation is:
    - A. to cash an unrestricted non-preserved benefit;
    - B. to pay a superannuation contributions surcharge; or
    - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
  - (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil';
- (k) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

### PART 3

#### ALLOCATED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(4), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made

under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations; and

- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
  - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
    - A. Schedule 1A;
    - B. Schedule 1AAB;
  - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year; and
- (g) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07A, has been paid in the year of commutation.

#### **PART 4**

##### **PRE-20 SEPTEMBER 2007 MARKET LINKED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) the Pension must not commence before 20 September 2004;
- (b) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (f) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (h) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (i) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (j) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

#### **PART 5**

##### **LIFETIME PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(2), which included the following requirements at the date of these Rules:

- (a) the Pension is paid at least annually throughout the primary beneficiary's life and, if there is a reversionary beneficiary:
  - (i) throughout the reversionary beneficiary's life;
  - (ii) if he or she is a Child of the primary beneficiary or of a former reversionary beneficiary, at least until his or her 16th birthday; or
  - (iii) if the person referred to in paragraph (ii) is a full-time student at age 16, at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs first);
- (b) the size of payments of benefit in a year is fixed, allowing for variation only:
  - (i) as specified in the Governing Rules;
  - (ii) to allow commutation to pay a superannuation contributions surcharge; or

- (iii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (c) unless the Regulator otherwise approves, the sum payable as a benefit in each year to the primary beneficiary or to the reversionary beneficiary, is determined in accordance with the formula contained in Regulation 1.06(2)(c);
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted except as authorised by Regulation 1.06(2);
- (f) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing; and
- (i) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii), a surviving reversionary beneficiary may obtain a payment equal to the total payments that the primary beneficiary would have received, if the primary beneficiary had not died, from the day of the death until the end of the period; and
- (j) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is no surviving reversionary beneficiary, an amount, not exceeding the difference between the sum of the amounts paid to the primary beneficiary and the sum of the amounts that would have been payable in the period, is payable to the primary beneficiary's estate; and
- (k) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is a surviving reversionary beneficiary who also dies within that period, an amount is payable to the reversionary beneficiary's estate determined as described in Rule 5.7(b) as if that Rule applied to the reversionary beneficiary.

## **PART 6**

### **LIFE EXPECTANCY PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(7), which included the following requirements at the date of these Rules:

- (a) if a Pension has a Pension Date before 20 September 2004 and:
  - (i) if the life expectancy of the primary beneficiary on the Pension Date day is less than 15 years, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed 15 years; or
  - (ii) if the life expectancy of the primary beneficiary on the Pension Date day is 15 years or more, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed the primary beneficiary's life expectancy on the Pension Date;
- (b) if a Pension has a Pension Date on or after 20 September 2004 payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payment, or payments, to be made in the first year after the Pension Date (not taking commuted amounts into account) is fixed and that payment, or the first of those payments, relates to the period commencing on the day the primary beneficiary became entitled to the Pension;
- (d) the total amount of the payments to be made in a year other than the first year after the Pension Date (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (the "previous total"), and does not exceed the previous total by more than the amounts allowable under Regulation 1.06(7)(d)(i) or (ii);
- (e) the total amount of the payments to be made in a year in accordance with (c) or (d) may be varied only:
  - (i) to allow commutation to pay a superannuation contributions surcharge; or
  - (ii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (f) the Pension does not have a residual capital value;
- (g) the Pension cannot be commuted except as authorised by Regulation 1.06(7);

- (h) if the Pension reverts, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion; and
- (i) if the Pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
- (j) the Pension can be transferred only as authorised by Regulation 1.06(7);
- (k) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing.

## **PART 7**

### **LIFETIME COMMUTABLE PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(6), which included the following requirements at the date of these Rules:

- (a) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (b) the Pension is not able to be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) the size of the payments of benefit in a year is fixed, allowing for variation only as specified in these Rules or as advised by or to allow payments to be made under a Splitting Order;
- (e) except in relation to payments, by way of commutation for superannuation contributions surcharge, variation in payments from year to year does not exceed, in any year, the average rate of increase of the consumer price index published by the Australian Bureau of Statistics in the preceding 3 years;
- (f) payments in accordance with the contracted size are made at least annually; and
- (g) where the Pension is commuted, except if conversion is in relation to a commutation to pay a superannuation contributions surcharge, the conversion to a lump sum is limited to a sum that is not greater than the sum determined by applying the appropriate pension valuation factor under Schedule 1B of the Regulations to the Pension as if the Pension Date was the day on which the commutation occurs.

## **PART 8**

### **NON-COMMUTABLE ALLOCATED PENSIONS**

A Pension which meets the minimum terms and conditions contained in Regulations 1.06(4) and 6.01(2), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations;
- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
  - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
    - A. Schedule 1A;
    - B. Schedule 1AAB;
  - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the pension is commuted, the resulting Superannuation Lump Sum cannot be cashed unless:
  - (i) the purpose of the commutation is:

- A. to cash an unrestricted non-preserved benefit;
  - B. to pay a superannuation contributions surcharge; or
  - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
- (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil'; and
- (g) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

## **PART 9**

### **POST-19 SEPTEMBER 2007 MARKET LINKED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (b) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (c) the Pension does not have a residual capital value;
- (d) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (e) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (f) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (g) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (h) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (i) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

## SCHEDULE 2

### Dictionary

Many of the terms you will encounter in these Rules are specifically defined in the Superannuation Industry (Supervision) Act 1993 (Cth) or any one of a number of other pieces of Commonwealth legislation. Due to the complex nature of superannuation, the definitions used by the legislation and by the documents establishing your Fund can be difficult to read and / or understand.

Please seek professional advice if you are unsure about any matter concerning your Superannuation Fund.

The Dictionary uses plain English versions of some definitions. These must be used as a guide to interpreting these Rules. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to these Rules regardless of the terms provided in the Dictionary.

Not all of the definitions in the legislation are included in this Dictionary. If you require clarification of any defined term or have any questions about these Rules or about anything you do not understand you should immediately contact your accountant or legal advisor.

#### PART 1

##### REFERENCES TO THE ACT

- (a) Unless otherwise stated, references to sections or regulations appearing after defined terms refer to sections of the Act or regulations made under the Act.
- (b) Any terms or expressions used in these Rules which are not defined in these Rules have the meanings given to them by the Act or the Regulations as the case requires.

#### PART 2

##### DEFINITIONS

In these Rules, unless the context or subject matter requires otherwise:

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Actuary** means a person who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia; **section 10**

**Additional Insurance** means insurance effected by the Trustee to provide benefits in addition to the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(ii);

**Adopted Child** means a person adopted by another person under any law of (or recognised in) any state or territory of Australia relating to the adoption of children; **section 10**

**Allocated Pension** means a Pension which meets the standards of Regulation 1.06(4); **Reg 1.03 and 1.06**

**Annuity** means a benefit which meets the standards of Regulation 1.05; **Reg 1.05**

**Anti-detriment Payment**, means a payment made pursuant to Section 295-485 of the Tax Act;

**Approved Auditor** means a person included in a class of persons specified in the Regulations, but excludes a person disqualified under the Act; **section 10**

**Approved Deposit Fund** means an indefinitely continuing fund that is maintained by an Approved Trustee solely for Approved Purposes and has approved rules; **section 10**

**Approved Purposes** means the purposes of:

- (a) receiving on deposit:
  - (i) Eligible Termination Payments under section 27D of the Tax Act as in force before 1 July 2007; and
  - (ii) amounts paid under Part 24 of the Act; and
  - (iii) amounts paid under section 65 of the Superannuation Guarantee (Administration) Act 1992; and
- (b) dealing with those amounts, in accordance with the Rules and in any way calculated directly or indirectly to enhance the value of, or render profitable, property of the Fund; and
- (c) paying to Beneficiaries (subject to any standards under section 32 of the Act) in accordance with the covenant referred to in section 53 of the Act, or to the legal personal representatives of Beneficiaries, amounts deposited with the Fund together with accumulated earnings on those amounts;
- (d) any other purposes approved by APRA; **section 10**

**Approved Trustee** means a Constitutional Corporation in relation to which an approval under section 26 of the Act is in force; **section 10 section 26**

**APRA** means the Australian Prudential Regulation Authority;

**ASIC** means the Australian Securities and Investments Commission;

**Associate** has the meaning given by section 12 of the Act; **section 10**

**Beneficiary** means a person who has a beneficial interest in the Fund and includes, in all cases, the legal personal representative of such a person; **section 10**

**Benefit Account** means an account established and maintained under Rule 9.2;

**Benefit Payment Insurance** means insurance effected by the Trustee to discharge the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(i);

**Binding Death Nomination** means a nomination which complies with Rule 5.4(a);

**Business Real Property**, in relation to an Entity, means:

- (a) any freehold or leasehold interest of the Entity in real property;
- (b) any interest of the Entity in Crown land, other than a leasehold interest, being an interest that is capable of assignment or transfer; or
- (c) any other class of real property prescribed as Business Real Property by the Regulations;
- (d) where the property is used wholly and exclusively in one or more businesses (whether carried on by the Entity or not), but does not include any interest held in the capacity of beneficiary of a trust estate. For the purposes of this definition, real property used in one or more Primary Production Businesses does not cease to be used wholly and exclusively in that business or those businesses only because:
  - (i) an area of the real property, not exceeding 2 hectares, contains a dwelling used primarily for domestic or private purposes; and
  - (ii) the area is also used primarily for domestic or private purposes,
  - (iii) provided that the use for domestic or private purposes is not the predominant use of the real property;

**Cashing Restriction** means, in relation to a Condition of Release, the corresponding cashing restriction specified in Column 3 of Schedule 1 to the Regulations;

**Child**, in relation to a person, includes:

- (a) an Adopted Child, a step child or an ex nuptial child of the person; and
- (b) a child of the person's Spouse; and
- (c) a person who is a child of the person within the meaning of the Family Law Act 1975; **section 10**

**Civil Penalty Provision** has the meaning in section 193 of the Act;

**Collectables** means:

- (a) artwork (within the meaning of the *Income Tax Assessment Act 1997*);
- (b) jewellery;
- (c) antiques;
- (d) artefacts;
- (e) coins, medallions or bank notes;
- (f) postage stamps or first day covers;
- (g) rare folios, manuscripts or books;
- (h) memorabilia;
- (i) wine or spirits;
- (j) motor vehicles;
- (k) recreational boats;
- (l) memberships of sporting or social clubs;

**Condition of Release** means a condition of release specified in Column 2 of Schedule 1 to the Regulations;

**Constitutional Corporation** means a trading corporation or a financial corporation formed within the Commonwealth (within the meaning of paragraph 51(xx) of the Constitution); **section 10**

**Contributions Cap** means a Member's concessional contributions cap or non-concessional contributions cap for the purposes of the Income Tax Assessment Act 1997; **section 291-20 and section 292-85**

**Control**, for the purpose of Part 8 has the meaning given in section 70E of the Act;

**Corporate Trustee** means a Constitutional Corporation that is a Trustee; **section 10**

**Corporations Act** means the Corporations Act 2001;

**Custodian** means a person (other than a Trustee) who, under a contract with a Trustee or an Investment Manager, performs custodial functions in relation to any of the assets of the Fund; **section 10**

**Death Benefit** means a benefit payable under Rule 5.3(g);

**Death Benefit Pension**, means a new pension which commences to be payable from the Fund to a beneficiary of a deceased Member, after that Member's death;

**Defined Benefit Pension** means a Pension, other than:

- (a) a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide benefits to Members; or
- (b) an Allocated Pension; or
- (c) a Post-19 September 2007 Market Linked Pension; or
- (d) an Account Based Pension; or
- (e) a Transition to Retirement Pension;

**Dependant** includes a Spouse, any Child and any person with whom a person has an Interdependency Relationship; **section 10**

**Designated Beneficiary** means any Dependant of a Member who is named as a Designated Beneficiary in a Membership Application;

**Director** has the same meaning as in the Corporations Act;

**Disqualified Person** means:

- (a) an individual who:
  - (i) has been convicted of an offence in respect of dishonest conduct against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, or has had a civil penalty order made in relation to them and that individual has not been granted a waiver by the Regulator of their disqualified status;
  - (ii) is an Insolvent Under Administration; or
  - (iii) has been disqualified by the Regulator;
- (b) a corporation which:
  - (i) knows or has reasonable grounds to suspect that a responsible officer is a disqualified person under (i) above;
  - (ii) has a receiver, or a receiver and manager appointed in respect of property beneficially owned by the corporation;
  - (iii) has an official manager, deputy official manager or administrator appointed in respect of the corporation;
  - (iv) has a provisional liquidator appointed in respect of the corporation; or
  - (v) has begun to be wound up.

**Downsizer Contribution** has the meaning given in Rule 4.5;

**Dwelling** has the meaning given by section 118-115 of the Income Tax Assessment Act 1997, but does not include a caravan, houseboat or other mobile home;

**Eligible Employment** means:

- (a) the holding of any office or appointment;
- (b) the performance of any functions or duties;
- (c) the engaging in of any work; or
- (d) the doing of any act or things,

that results in a person being treated as an employee for the purposes of section 12 of the Superannuation Guarantee (Administration) Act 1992 (but excluding section 12(11) of that Act);

**Eligible Person** means any person, except someone who is engaged in Eligible Employment during part or all of a Year of Income, unless the following formula applies to that year:

[Assessable income + reportable fringe benefits] from Eligible Employment  
is less than 10% of

[Assessable income + exempt income + reportable fringe benefits] from all sources.

**Eligible Termination Payment** has the meaning in Subdivision AA of Division 2 of Part III of the Tax Act; **Reg 1.03**

**Employee** has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

**Employer** has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

**Employer Sponsor** means an Employer who does or would contribute to the Fund for the benefit of:

- (a) a Member who is an Employee of the Employer or its Associate; or
- (b) the Dependants of the Member on the death of the Member; **section 16**

**Entity** means an individual, a body corporate, a partnership, or a trust;

**EPSSS** means an exempt public sector superannuation scheme; **Reg 1.03**

**Excluded Instalment Trust** means a trust:

- (a) that arises because a Trustee or an Investment Manager makes an investment under which a listed security is held in trust until the purchase price of that security is paid in full;
- (b) where the underlying security, and property derived from the underlying security, is fully paid; and
- (c) where an investment in the underlying security held in trust would not be an In-house Asset of the Fund.

**Family Law Act** means the Family Law Act 1975;

**Full-time** means Gainfully Employed for at least 30 hours each week; **Reg 1.03**

**Fund** means the Superannuation Fund created upon the execution of these Rules;

**Gainfully Employed** or **Gainful Employment** means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment; **Reg 1.03**

**Governing Rules** or **Rules** means the governing rules (as defined in the Act) of the Fund which include these rules and any provision applied to the Fund by any Relevant Law; **section 10**

**Government Co-contributions** means contributions made in respect of a Member by the Government under the Superannuation (Government Co-contribution for Low Income Earners) Act 2003;

**Illiquid Investment** in relation to a Member's interest in the Fund means an investment of a nature that produces either of the following outcomes:

- (a) It cannot be converted to cash in less than the time required to roll over or transfer a withdrawal benefit under Rule 6.2(e).
- (b) Converting it to cash within the time period specified under Rule 6.2(e) would be likely to have a significant adverse impact on the realisable value of the investment. **Reg 6.31**

**Indexation Arrangement**, in relation to a Pension, means an arrangement specified in the rules for the provision of the pension:

- (a) the purpose of which is to maintain over time the purchasing power of the pension relative to the CPI; and
- (b) that:
  - (i) ensures that an adjustment will be made at least annually to the amount of the pension payments; or
  - (ii) has been approved by APRA. **Reg 1.06**

**Insolvent Under Administration** means a person who:

- (a) is an undischarged bankrupt under the Bankruptcy Act 1966 or the law of an external Territory or a foreign country; or
- (b) has the status of an undischarged bankrupt under the law of any country other than Australia or of an external Territory;
- (c) and includes:

- (d) a person, any of whose property is subject to control under section 150 or 188 of the Bankruptcy Act 1966, or a corresponding provision of the law of an external Territory or of a foreign country; or
- (e) a person who has, at any time, executed a personal insolvency agreement under Part X of the Bankruptcy Act 1966 or the corresponding provisions of the law of an external Territory or of a foreign country and the person has not been released from obligations under that Act or law; **section 10**

**Interdependency Relationship** means circumstances in which 2 persons (whether or not related by family):

- (a) have a close personal relationship, live together, one or each of them provides the other with financial support and one or each of them provides the other with domestic support and personal care; or
- (b) have a close personal relationship but do not satisfy paragraph (a) because either or both of them suffer from a physical, intellectual or psychiatric disability,

but excludes relationships which are excluded by the Regulations; **section 10 section 10A**

**Invest** or **Investment** means:

- (a) apply assets in any way; or
- (b) make a contract,

for the purpose of gaining interest, income, profit or gain; **section 10**

**Investment Manager** means a person appointed by a Trustee to Invest on behalf of the Trustee; **section 10**

**In-house Asset** has the meaning given in Part 8 of the Act and, unless otherwise stated in Part 8, includes a Loan to, or an investment in a Related Party of the Fund, an investment in a Related Trust of the Fund, or an asset of the Fund subject to a lease or Lease Arrangement between the Trustee of the Fund and a Related Party of the Fund;

**Lease Arrangement** means any agreement, arrangement or understanding in the nature of a lease (other than a lease) between the Trustee and another person, under which the other person is to use, or control the use of, property owned by the Fund, whether or not the agreement, arrangement or understanding is enforceable, or intended to be enforceable, by legal proceedings;

**Legal Disability** or **Legally Disabled** in relation to a natural person means a lack of legal capacity because the person is:

- (a) a minor;
- (b) an intellectually disabled person who is liable to have their affairs administered by another person under any law dealing with the intellectually disabled; or
- (c) suffering from a mental illness or is mentally disabled and who is liable to have their affairs administered by another person under any law dealing with mental health or the mentally disabled;

**Loan** includes the provision of credit or any other form of financial accommodation, whether or not enforceable, or intended to be enforceable, by legal proceedings;

**Mandated Employer Contributions** means contributions required to be made by, or on behalf of, an Employer that are equal to the sum of:

- (a) the contributions to be made by, or on behalf of, the Employer to the Fund in relation to a Member, that:
  - (i) reduce the Employer's potential liability under section 5 of the Superannuation Guarantee Charge Act 1992; or
  - (ii) are payments of shortfall components under the Superannuation Guarantee (Administration) Act 1992; and
- (b) the contributions (other than contributions specified in (i)) to be made by, or on behalf of, the Employer to the Fund in relation to a Member in or towards satisfaction of the Employer's obligation to make contributions for the Member under an agreement certified, or an award made, on or after 1 July 1986 by an industrial authority;

**Market Value** means the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; and
- (b) that the sale occurred after proper marketing of the asset; and
- (c) that the buyer and the seller acted knowledgeably and prudentially in relation to the sale; **section 10**

**Member** means any person who has become a member of the Fund in accordance with these Rules and who has not ceased to be a Member, and:

- (a) where the Fund is a Self Managed Superannuation Fund; or

(b) in all other cases, unless the Trustee declares otherwise by resolution in writing, includes a person who receives a Pension, or who has deferred his or her entitlement to receive a benefit from the Fund; **section 10**

**Membership Application** means an application to be admitted as a Member in a form which the Trustee approves;

**Member-contributed NSW Property** means dutiable property for the purposes of the Duties Act 1997 (New South Wales), which is transferred to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 62A of the Duties Act 1997 (New South Wales), and includes the proceeds of the sale of the whole or part of any such property;

**Member-contributed WA Property** means dutiable property for the purposes of the Duties Act 2008 (Western Australia), which is transferred for consideration to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 122 of the Duties Act 2008 (Western Australia), and includes the proceeds of the sale of the whole or part of any such property;

**Minimum Benefit** means all of a Member's benefits in the Fund;

**Non-lapsing Binding Nomination** means a nomination, the form of which is approved by the Trustee and which complies with Rule 5.5(a);

**Non-commutable Income Stream** means a benefit that:

- (a) cannot be commuted;
- (b) is paid at least monthly;

does not have a residual capital value; and

- (c) is such that the total amount paid each month is fixed or varies only:
  - (i) for the purpose of complying with the Act and Regulations; and
  - (ii) during any period of 12 months by a rate not exceeding either:
    - A. 5% per annum; or
    - B. the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year;

**Non-concessional Contribution** has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 292-90**

**Non-member Spouse** means a person who is the non-member spouse in relation to a Payment Split; **Reg 1.03**

**Normal Retirement Benefit** is the benefit to which a Member who meets the criteria set out in Rules 5.2(a) or 5.2(b) is entitled and which is calculated in accordance with Rules 5.3(a) and 5.3(c);

**Normal Retirement Date**, subject to the Act or Regulations, means the earlier of:

- (a) the date on which the relevant Member ceases to be Gainfully Employed; or
- (b) the date on which the relevant Member attains the age of 65 years;

**Old-age Pension** has the meaning in paragraph 51(xxiii) of the Constitution; **section 10**

**Ownership Interest** has the meaning given by section 118-130 of the Income Tax Assessment Act 1997;

**Part 8 Associate**, in relation to an Entity has the meanings given in Subdivision B of Part 8 of the Act;

**Part-time Basis** means Gainfully Employed for at least 40 hours in a period of 30 consecutive days during a Year of Income;

**Part-time Equivalent Level** means Gainfully Employed for at least 240 hours in the last preceding Year of Income;

**Payment Split**, means a payment split under Part VIIIB of the Family Law Act;

**Pension**, except in the expression **Old-age Pension**, includes a benefit provided by the Fund, if the benefit is taken, under the Regulations, to be a pension for the purposes of the Act; **section 10**

**Pension Date** means the date on which payment of a Pension commences;

**Pension Period** means a period in years, nominated by the primary beneficiary which is equal to one only of:

- (a) the primary beneficiary's life expectancy on the Pension Date;

- (b) if the Pension Date is after 19 September 2004 and before 1 January 2006, the primary beneficiary's life expectancy calculated, as if the primary beneficiary were up to 5 years younger on the Pension Date;
- (c) any amount up to and including the difference between the primary beneficiary's age in whole years at the Pension Date and 100, so long as that amount is not less than the primary beneficiary's life expectancy;
- (d) the life expectancy of the primary beneficiary's Spouse on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary; or
- (e) the life expectancy of the primary beneficiary's Spouse calculated as if the spouse were up to 5 years younger on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary,

rounded up to the nearest whole number;

**Post-June 83 Component** has the meaning given by Section 27A of the Income Tax Assessment Act 1936;

**Preservation Age** means:

- (a) for a person born before 1 July 1960--55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961--56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962--57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963--58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964--59 years; or
- (f) for a person born after 30 June 1964--60 years.

**Preserved Benefits** means the total of all benefits and entitlements standing to the credit of the Member's Benefit Account, less the sum of:

- (a) Restricted Non-preserved Benefits; and
- (b) Unrestricted Non-preserved Benefits;

**Primary Production Business** has the meaning given by the Income Tax Assessment Act 1997;

**PDS** or **Product Disclosure Statement** has the meaning given by the Corporations Act;

**Regulated Superannuation Fund** means a Superannuation Fund which has a trustee and:

- (a) the trustee is a Constitutional Corporation as required by its trust deed or governing rules; or
- (b) the trust deed or governing rules provide that the sole or primary purpose of the fund is the provision of Old-age Pensions,
- (c) and in relation to which the trustee has elected in writing in a form approved by the Regulator that the Act will apply to the fund; **section 10 section 19**

**Regulations** means the Superannuation Industry (Supervision) Regulations 1994;

**Regulator** means the body having the responsibility for administering the Act and the activities of the Fund and includes APRA, ASIC or the Taxation Commissioner; **section 10**

**Related Party** means any of the following:

- (a) a Member;
- (b) a Standard Employer Sponsor;
- (c) a Part 8 Associate of a person or entity referred to in paragraph (a) or (b); or
- (d) a Non-member Spouse with a Superannuation Interest;

**Related Trust** means a trust over which a Member or a Standard Employer Sponsor has Control, other than an Excluded Instalment Trust;

**Relative** of an individual (except in Rule 1.5) means the following:

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or Adopted Child of the individual or of his or her Spouse;
- (b) the Spouse of the individual or of any other individual referred to in paragraph (a),

and for the purposes of paragraph (a), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual;

**Relevant Law** means the Act and Regulations, the Tax Act, the Corporations Act and any other laws governing the provision of superannuation and retirement benefits in Australia, from time to time and any regulations made under them;

**Restricted Non-preserved Benefits** means the total of the amount of any restricted non-preserved benefits that are received from another Regulated Superannuation Fund, a Retirement Savings Account established under the Retirement Savings Account Act 1997, or an EPSSS;

**Retire** means:

- (a) where a person is at least aged 55 years and less than 60 years, an arrangement under which the Member was Gainfully Employed has come to an end and the Trustee is reasonably satisfied that the Member intends never again to become Gainfully Employed on at least a Part-time Basis;
- (b) where a person is at least aged 60 years and less than 65 years, an arrangement under which the Member was Gainfully Employed ceased on or after the Member's 60th birthday;
- (c) where a person is at least aged 65 years, this definition is not relevant, as other provisions govern the permissibility or compulsion to take superannuation benefits;

**Retirement Phase** has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 307-80**

**Reversionary Pension** means a Pension which continues to be paid to one or more reversionary beneficiaries after the death of the Member who was receiving that Pension immediately before his or her death;

**RSA or Retirement Savings Account** has the meaning given in the Act; **section 10 and section 8 of the Retirement Savings Accounts Act 1997**

**Self Managed Superannuation Fund or SMSF**, has the meaning in Rule 1.5;

**Splittable Contribution** has the meaning given in Rule 6.4(a);

**Splitting Order** means a splitting order under Part VIIIB of the Family Law Act 1975;

**Spouse** of a person includes:

- (a) 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 (Cth) as a kind of relationship prescribed for the purposes of that section; and
- (b) 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; **section 10**

**Standard Employer Sponsor** means, an Employer Sponsor who does or would contribute, wholly or partly pursuant to an arrangement between the Employer Sponsor and the Trustee;

**Superannuation Fund** means:

- (a) a fund that is:
  - (i) an indefinitely continuing fund; and
  - (ii) a provident, benefit, superannuation or retirement fund; or
- (b) a public sector superannuation scheme;

**Superannuation Interest** means a beneficial interest in the Fund; **section 10**

**Superannuation Lump Sum** has the meaning given by subsection 995-1(1) of the Tax Act;

**Tax Act** means, as the case requires, the Income Tax Assessment Act 1936, or the Income Tax Assessment Act 1997;

**Taxation Commissioner** means the person appointed or acting as the Commissioner of Taxation under the Taxation Administration Act 1953;

**Temporary Incapacity** means ill-health (whether physical or mental) that caused a Member to cease to be Gainfully Employed but does not constitute Total and Permanent Disablement;

**Terminal Illness Benefit** means a benefit payable under Rule 5.3(f);

**Terminally Ill** means a condition that the Member is suffering, which two medical practitioners (at least one of these a specialist) certify would, in the normal course, result in death within a period of 24 months;

**Total and Permanent Disablement** means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, ever again to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

**Total and Permanent Disablement Benefit** means a benefit payable under Rule 5.3(d);

**Total and Temporary Disablement Benefit** means a benefit payable under Rule 5.3(e);

**Transfer Balance Cap** has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 294-35 and section 294-185**

**Transferor** means a Member who transfers Member-contributed WA Property or Member-contributed NSW Property to the Trustee of the Fund;

**Trustee** means the first Trustee of the Fund and / or any other person appointed as an addition to or replacement or substitute for that person. The Trustee may be one or more persons at any time;

**Unrestricted Non-preserved Benefits** means the sum of:

- (a) the total of the Member's Unrestricted Non-preserved Contributions;
- (b) the amount of the Member's Preserved Benefits and Restricted Non-preserved Benefits which have met a Condition of Release and have a nil Cashing Restriction;
- (c) the amount of unrestricted non-preserved benefits received by the Fund in respect of the Member on or after the day on which the Fund becomes a Regulated Superannuation Fund; and
- (d) the investment earnings on the amounts specified in paragraphs (a) and (c) for the period before 1 July 1999,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (a) to (d) above at the relevant time;

**Unrestricted Non-preserved Contributions** means the amounts (other than an amount that is a CGT Exempt Component as defined in the Tax Act):

- (a) that will be taken by section 27D of the Tax Act as in force before 1 July 2007 to have been expended out of Eligible Termination Payments within the meaning of that section; and
- (b) that have been received from sources other than:
  - (i) superannuation funds;
  - (ii) Approved Deposit Funds within the meaning of the Act or the Occupational Superannuation Standards Act 1987 as in force immediately before the commencement of section 5 of the Occupational Superannuation Standards Amendment Act 1993; or
  - (iii) deferred annuities within the meaning of Rule 5 or the Occupational Superannuation Standards Regulations; or
  - (iv) Retirement Savings Accounts established in accordance with the Retirement Savings Accounts Act 1997;

**Year of Income** means the period from 1 July of a calendar year to 30 June of the following calendar year, unless any other period applicable to the Fund is, for the purposes of the Tax Act, a year of income of the Fund. **section 10**

**For further information please contact your accountant, financial planner, lawyer or other advisor or go to [www.ato.gov.au](http://www.ato.gov.au).**

## Deed of Amendment Jarra Superannuation Fund

Drawn by:

**Redchip Lawyers**

redchip.com.au

redchip@redchip.com.au

P 07 3223 6100

Solicitors for:

**Acis**

acis.net.au

acis@acis.net.au

P 1800 773 477

**This Deed** is made on the Deed Date.

**Between:** The parties named in Item 2 in the Schedule.

**Recitals:**

- A. The Fund was established by the execution of the Trust Deed.
- B. The Trustee is the current trustee of the Fund.
- C. Each Member is a member of the Fund.
- D. The Trustee wishes to amend the Governing Rules in accordance with the Amendment 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 require otherwise:

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Amendment Clause** means the provision of the Trust Deed authorising the amendment of the Trust Deed which is listed in Item 4 in the Schedule;

**Deed Date** means the date of this Deed specified in Item 1 in the Schedule;

**Fund** means the superannuation fund described in Item 3 in the Schedule;

**Governing Rules** means the governing rules for the Fund as defined in the Act, as they are amended or varied from time to time;

**Trust Deed** means the deed establishing the Fund.

**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) a **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. Amendment of the Trust Deed

The Trustee amends the Trust Deed in accordance with the Amendment Clause by deleting all of the operative Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 2 inclusive which are annexed to this Deed.

## 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. Effective Date

All of the changes effected by this Deed take effect on the Deed Date, or if no date is completed as the Deed Date, on the date on which the last party to sign this Deed does so.

## 5. Secretarial

The parties must promptly do all acts, matters and things necessary to give effect to the provisions of this Deed.

## 6. Multi Capacity

- (a) Where a person being a party to this Deed is named more than once or in more than one capacity in Item 2 in the Schedule, it is only necessary that the person execute and deliver this Deed once. The initial execution and delivery will bind that person in all such capacities.
- (b) If a party named in Item 2 in the Schedule consists of more than one person, those persons enter into this Deed jointly and severally.

## 7. Consent Given

Where a party to this Deed is required by the Trust Deed to consent to the doing of a thing or act by another party, the consent of that party is given by their execution of this Deed.

## 8. Counterparts

This Deed may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

## 9. Limits 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.

## 10. 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 Deed 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.

- Item 1: Deed Date:** 17/1/2022
- Item 2: Trustee:** Euro-Marque Australia Pty. Ltd. ACN 066 582 296  
**Member:** Constantine Efsthathis  
Stathis Efsthathis  
Terry Efsthathis
- Item 3: Fund:** Jarra Superannuation Fund established by the Trust Deed dated 26/06/1995.
- Item 4: Amendment Clause:** Rule 12.8

EXECUTED AS A DEED by Euro-Marque )  
Australia Pty. Ltd. ACN 066 582 296.

[Signature]  
Stathis Efsthatis  
Director

X [Signature]  
Terry Efsthatis  
Director

SIGNED SEALED AND DELIVERED by )  
Constantine Efsthatis in the presence of:

X P. E.  
Witness  
Name: [Signature]

X [Signature]  
Constantine Efsthatis

SIGNED SEALED AND DELIVERED by Stathis )  
Efsthatis in the presence of:

X [Signature]  
Witness  
Name:

[Signature]  
Stathis Efsthatis

SIGNED SEALED AND DELIVERED by Terry )  
Efsthatis in the presence of:

X Pamela Efsthatis  
Witness  
Name:

X [Signature]  
Terry Efsthatis

Date	Transaction Details	Amount	Ending Balance	Check	Rent		ATO		Interest	MA	Pension -	Amy	ATO	ATO BAS		Body	New Air	Valuation	Accounting	ASIC Fee	Auditing	Acturial	Repairs	CHECK	
					Received	Super - CE	Super - DE	Unclaimed						Super CE	Received										Transfer
30/06/2022	NAB - Interest Received	1.31	58,870.09	-					1.31															-	
24/06/2022	Matador Group	- 4,455.00	58,868.78	-															- 4,455.00					-	
21/06/2022	Super Audits	- 440.00	63,323.78	-																	- 440.00			-	
14/06/2022	ATO - CE Unclaimed Super	431.13	63,763.78	-				431.13																-	
14/06/2022	Ticka Investments Pty Ltd - super	10,000.00	63,332.65	-		10,000.00																		-	
27/05/2022	BAS	- 619.00	53,332.65	-										- 619.00										-	
16/05/2022	Unit 10 Rates	- 1,077.47	53,951.65	-											- 1,077.47									-	
15/05/2022	ATO - Income Tax	- 6,375.10	55,029.12	-									- 6,375.10											-	
13/05/2022	BAS	- 7,196.00	61,404.22	-										- 7,196.00										-	
27/04/2022	Body Corporate Services Pty Ltd	- 2,141.60	68,600.22	-																				-	
26/04/2022	Ticka Investments Pty Ltd - super	1,184.40	70,741.82	-		1,184.40																		-	
21/04/2022	BAS	- 1,100.00	69,557.42	-										- 1,100.00										-	
21/04/2022	Rollover Amy	70,000.00	70,657.42	-							70,000.00													-	
15/02/2022	Unit 10 Rates	- 1,099.92	657.42	-																				-	
03/02/2022	VPP/SE - Despo Super	1,500.00	1,757.34	-			153	1,347.00																-	
31/01/2022	Body Corporate Services Pty Ltd	- 2,141.60	257.34	-																				-	
18/01/2022	Ticka Investments Pty Ltd - super	1,381.80	2,398.94	-		1,381.80																		-	
09/12/2021	VPP/SE - Despo Super	890.00	1,017.14	-				890.00																-	
16/11/2021	Unit 10 Rates	- 1,192.82	127.14	-																				-	
01/11/2021	Body Corporate Services Pty Ltd	- 2,141.60	1,319.96	-																				-	
18/10/2021	Ticka Investments Pty Ltd - super	1,184.40	3,461.56	-		1,184.40																		-	
30/08/2021	Body Corporate Services Pty Ltd	- 2,141.60	2,277.16	-																				-	
12/08/2021	Unit 10 Rates	- 988.32	4,418.76	-																				-	
14/07/2021	Poseidon Superannuation Fund part payout of member MA	- 13,817.73	5,407.08	-					- 13,817.73															-	
13/07/2021	Payment; Victoria Point Pharmacy - Pelicans Nest Rent	17,640.20	19,224.81	-		17,640.20																		-	
13/07/2021	Poseidon Superannuation Fund part payout of member MA	- 13,000.00	1,584.61	-					- 13,000.00															-	
02/07/2021	Ticka Investments Pty Ltd - super	1,312.78	14,584.61	-		1,312.78																		-	
30/06/2021	Opening Balance		13,271.83																					-	
						17,640.20	15,216.38	2,237.00	431.13	1.31	- 26,817.73	-	70,000.00	- 6,375.10	- 8,915.00	- 4,358.53	- 8,566.40	-	-	- 4,455.00	-	- 440.00	-	-	-

Date	Transaction Details	Amount	Balance
30/06/2022	NAB - Interest Received	1.31	58,870.09
24/06/2022	Matador Group	-4,455.00	58,868.78
21/06/2022	Super Audits	-440	63,323.78
14/06/2022	ATO - CE Unclaimed Super	431.13	63,763.78
14/06/2022	Ticka Investments Pty Ltd - super	10,000.00	63,332.65
27/05/2022	Mar BAS	-619	53,332.65
16/05/2022	Unit 10 Rates	-1,077.47	53,951.65
15/05/2022	ATO - Income Tax	-6,375.10	55,029.12
13/05/2022	June BAS	-7,196.00	61,404.22
27/04/2022	Body Corporate Services Pty Ltd	-2,141.60	68,600.22
26/04/2022	Ticka Investments Pty Ltd - super	1,184.40	70,741.82
21/04/2022	Mar BAS	-1,100.00	69,557.42
21/04/2022	Rollover Amy	70,000.00	70,657.42
15/02/2022	Unit 10 Rates	-1,099.92	657.42
03/02/2022	VPP/SE - Despo Super	1,500.00	1,757.34
31/01/2022	Body Corporate Services Pty Ltd	-2,141.60	257.34
18/01/2022	Ticka Investments Pty Ltd - super	1,381.80	2,398.94
09/12/2021	VPP/SE - Despo Super	890	1,017.14
16/11/2021	Unit 10 Rates	-1,192.82	127.14
01/11/2021	Body Corporate Services Pty Ltd	-2,141.60	1,319.96
18/10/2021	Ticka Investments Pty Ltd - super	1,184.40	3,461.56
30/08/2021	Body Corporate Services Pty Ltd	-2,141.60	2,277.16
12/08/2021	Unit 10 Rates	-988.32	4,418.76
14/07/2021	Poseidon Superannuation Fund part payout of member MA	-13,817.73	5,407.08
13/07/2021	Payment; Victoria Point Pharmacy - Pelicans Nest Rent	17,640.20	19,224.81
13/07/2021	Poseidon Superannuation Fund part payout of member MA	-13,000.00	1,584.61
02/07/2021	Ticka Investments Pty Ltd - super	1,312.78	14,584.61

Inquires 1300 300 630

Issue date 06 Oct 22

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 50590259

## 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 066 582 296  
FOR EURO-MARQUE AUSTRALIA PTY. LTD.

REVIEW DATE: 06 October 22

## 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

95 MASTHEAD DRIVE RABY BAY QLD 4163

### 2 Principal place of business

95 MASTHEAD DRIVE RABY BAY QLD 4163

### 3 Officeholders

Name:	STATHIS EFSTATHIS
Born:	TULLY QLD
Date of birth:	25/12/1941
Address:	95 MASTHEAD DRIVE RABY BAY QLD 4163
Office(s) held:	DIRECTOR, APPOINTED 29/04/1997; SECRETARY, APPOINTED 10/12/2007
Name:	TERRY EFSTATHIS
Born:	BRISBANE QLD
Date of birth:	16/07/1970
Address:	57 DWYER AVENUE LITTLE BAY NSW 2036
Office(s) held:	DIRECTOR, APPOINTED 16/09/2021
Name:	DESPO EFSTATHIS
Born:	PERTH WA
Date of birth:	01/05/1944
Address:	95 MASTHEAD DRIVE RABY BAY QLD 4163
Office(s) held:	DIRECTOR, APPOINTED 02/02/2022
Name:	CONSTANTINE EFSTATHIS
Born:	BRISBANE QLD
Date of birth:	02/02/1977
Address:	88 BUNDAH STREET CAMP HILL QLD 4152

## Company statement continued

Office(s) held: DIRECTOR, APPOINTED 16/09/2021  
 Name: AMY MARGARET EFSTATHIS  
 Born: BRISBANE QLD  
 Date of birth: 11/09/1984  
 Address: 88 BUNDAH STREET CAMP HILL QLD 4152  
 Office(s) held: DIRECTOR, APPOINTED 29/03/2022

### 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
C	CLASS C	51	\$51.00	\$0.00
E	CLASS E	49	\$49.00	\$0.00

### 5 Members

Name: STATHIS EFSTATHIS  
 Address: 95 MASTHEAD DRIVE RABY BAY QLD 4163

Share Class	Total number held	Fully paid	Beneficially held
C	51	Yes	Yes
E	49	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: THE MATADOR GROUP  
 Registered agent number: 35044  
 Address: PO BOX 3249 SOUTH BRISBANE BC QLD 4101