



11 April 2023

FundID PITTMV  
TaskID TAX-1995136

Mr MP Pitt  
Matthew and Veronica Pitt SMSF  
1 Golflinks Road  
GLENROY VIC 3046

Dear Mr Pitt,

**Matthew and Veronica Pitt SMSF  
2022 Accounts and Income Tax Return – Documents to Sign**

We can advise that your tax agent has finalised your end of year accounts and tax return pack. Enclosed are just the documents that need to be signed, as the full set of end of year accounts and tax return have been forwarded separately to you.

**Things we need you to attend to**

Please review the end of year accounts and tax return pack and then sign the enclosed documents including:

- Trustee Declaration
- Annual Return
- Electronic Lodgement Declaration
- Trustee Representation Letter
- General Authority
- Audit Engagement Letter
- Annual Trustee Minute

Please note that we need a signed copy of the above documents only for our records. Please print and sign the above and upload a copy to the relevant task (or return to us by post if you prefer). You should keep the full set of end of year accounts and tax return for your own records.

If you have any questions or require assistance, please do not hesitate to contact our team on **1300 023 170** or email us at **enquiries@superconcepts.com.au**, including "Fund ID PITTMV" in the subject line.

Kind Regards

**Jessica Romeo**  
Client Services



## Matthew and Veronica Pitt SMSF

### Trustee Declaration

For the year ended 30 June 2022

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

In the opinion of the directors of the trustee company:

- i. The financial statements, notes to the financial statements and member statements for the 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 30 June 2022, in accordance with the accounting policies described in the notes to the financial statements;
- ii. The financial statements and member 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:



Matthew Peter Pitt  
DIRECTOR

Date: 18/4/23



Please  
Date



Veronica Jean Pitt  
DIRECTOR

Date: 18/4/23



Please  
Date



## 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: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

**Pitt**

First given name

**Matthew**

Other given names

**Peter**

Phone number

**1300023170**

Email address

**mattpitt75@hotmail.com**

Non-individual trustee name (if applicable)

**Matthew and Veronica Pitt SMSF Pty Ltd**

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 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: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

**Sudlow**

First given name

**Kevin**

Other given names

Tax agent's practice

**SMSF Administration Solutions Pty Ltd.**

Tax agent's phone number

**1300023170**

Reference number

**PITTMV**

Tax agent number

**25556 897**



## Declaration Instructions

Please read this page carefully before completing this declaration.

### When should this declaration be completed?

Complete this declaration if you would like your tax agent to prepare and lodge your tax return and any applicable schedule or notification of a consolidated group via an approved ATO electronic lodgement channel.

### About this declaration

The declaration is divided into four parts:

**PART A** (Compulsory) - Taxpayer's declaration relating to an approved ATO electronic lodgement channel component of lodgement of a tax return.

As your tax return or request for amendment is to be lodged via an approved ATO electronic lodgement channel, you are required to complete Part A of this declaration. This gives your tax agent the authority to lodge via an approved ATO electronic lodgement channel your tax return or request for amendment.

**PART B** (Optional) - Taxpayer's consent relating to the electronic funds transfer (EFT) of an anticipated income tax refund.

If you are expecting a tax refund, it is to be deposited by EFT to a bank account. You must provide the name of the account at Part B of this declaration (BSB and account number details are to be included on the tax return). If the account is your tax agent's account include the agent reference number at part B of this declaration.

Note: Care should be taken when completing EFT details, as the amount refundable will be paid into the account named on this declaration and transmitted via an approved ATO electronic lodgement channel.

**PART C** (Optional) - Taxpayers declaration relating to schedules that are also being transmitted with the return form.

If either an Interposed Entity Election/Revocation or Family Trust Election/Revocation schedules are being transmitted with a return form, the taxpayer must sign the declaration in relation to the schedule. Other schedules transmitted with a return do not require a declaration to be made.

**PART D** (Compulsory if a share facility user) - Tax agent's declaration relating to the taxpayer's authorisation.

If the taxpayer has authorised the lodgement of their tax return via an approved ATO electronic lodgement channel by completing Part A of this declaration, and you (the tax agent) are registered and lodging with an approved ATO electronic lodgement channel under the shared facility arrangements, you must complete Part D.

Legislation requires that the original declaration be maintained by the taxpayer for a period of five years, penalties may apply for failure to do so.



**PART A****Electronic Lodgement declaration (Form F or SMSF)**

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

**Privacy**

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify the entity in our records. It is not an offence not to provide the TFNs. However, lodgements cannot be accepted electronically if the TFN is not quoted.

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

**The Australian Business Register**

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

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

**Electronic funds transfer - direct debit**

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

<b>Tax file number</b> On File	<b>Name of partnership, trust, fund or entity</b> Matthew and Veronica Pitt SMSF	<b>Year</b> 2022
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I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic lodgement channel.

**Important**

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

**Declaration:** I declare that:

- All of the information I have provided to the agent for the preparation of this document, including any applicable schedules, is true and correct
- I authorise the agent to give this document, including any applicable schedules, to the Commissioner of Taxation.

**Signature of partner, trustee or director**



**Date**

18/4/2023

Please  
Date

**PART B****ELECTRONIC FUNDS TRANSFER CONSENT**

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

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

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

**Agent's reference number:** 25556897

**Account name:** Matthew and Veronica Pitt SMSF

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

**Signature**



**Date**

18/4/2023

Please  
Date



**PART D****Tax agent's certificate (shared facilities only)**

I declare that:

- I have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct, and
- I am authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

<b>Agent's signature</b>	<b>Date</b>	<b>Client reference</b> PITTMV
<b>Contact Name</b> Kevin Sudlow		<b>Agent's reference number</b> 25556897
<b>Agent's phone number</b> 1300 023 170		

Matthew and Veronica Pitt SMSF Pty Ltd  
ATF Matthew and Veronica Pitt SMSF  
c/o SuperConcepts  
GPO BOX 9981  
ADELAIDE SA 5001

Geoff Rooney  
BDO Audit Pty Ltd  
Level 11, 1 Margaret Street  
SYDNEY NSW 2000

Dear Geoff,

#### **TRUSTEE REPRESENTATION LETTER**

This representation letter is provided in connection with your audit of Matthew and Veronica Pitt SMSF (the Fund) for the year ended 30 June 2022, and for the purpose of you expressing an opinion on whether the financial statements are, in all material respects, presented fairly in accordance with the accounting policies we have described in the notes to the financial statements and whether the Fund has complied with relevant sections and regulations of the *Superannuation Industry (Supervision) Act 1993* (SISA) and SIS Regulations (SISR).

We confirm, to the best of our knowledge and belief, the following representations made to you during the audit:

##### **1. Sole Purpose of the Fund**

The sole purpose of the Fund is to provide retirement and /or death benefits for its members and /or their beneficiaries.

##### **2. Financial reports**

The financial statements prepared for distribution to the members of the Fund and to satisfy the requirements of the SISA and SISR.

##### **3. Accounting Policies and account preparation**

All of the significant accounting policies of the Fund are adequately described in the Financial Statements and notes attached thereto. These policies are consistently applied unless specifically noted. These policies are consistent with the policies adopted last year.

We acknowledge our responsibility for ensuring that the financial statements are in accordance with the accounting policies as selected by ourselves and requirements of SISA and SISR.

We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect error. Within the parameters of an SMSF's environment, we have established and maintained adequate internal controls to facilitate the preparation of a reliable financial report. Adequate accounting records have been maintained throughout the period and we confirm that no material transactions have not been properly recorded in the accounting records underlying the financial statements and confirm that the financial statements are free of material misstatements, including omissions.

##### **4. Fund books and records**

We have made available to you all minutes of all trustee meetings, all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit. All transactions during the year have been recorded and have duly been recorded in the above records.

All non-original documents supplied to you, either electronically scanned or photocopied or faxed, were true and correct representations of the original.

All accounting records are kept for 5 years with all members' statements, records of trustee decisions and trustee matters and statutory records being kept for 10 years. Any trustee declarations in the approved form required to be signed, have been signed and kept for each trustee appointed after 30 June 2007 and will be kept for 10 years. Any other statutory period for keeping documentation will be adhered to.

#### **5. Asset form and valuation**

We have considered the value of the assets of the Fund and they are carried in the books at market value. Market value is determined by reference to appropriate third party sources such as the ASX, applicable fund managers, sworn valuations as required and other verifiable information and documentation. Such amounts and the valuation methods are considered reasonable, objective and supportable.

We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

There are no commitments fixed or contingent, for the purchase or sale of long term investments. The assets of the Fund are being held in a form suitable for the benefit of the members of the Fund and are in accordance with our investment strategy.

#### **6. Trustee's Responsibilities, Trust definition, and Fund conduct**

The Trustees acknowledge their responsibility to maintain the Fund in accordance with the provisions of the SISA and SISR. The trustees have complied with all aspects of the trustee requirements of the SISA and SISR and the Fund is being conducted in accordance with SISA, SISR and the governing rules of the Fund.

The Fund meets the definition of a self-managed superannuation fund and has been conducted in accordance with its constituent trust deed at all times during the year and there were no amendments to the trust deed during the year, except as notified to you.

The trustees are not subject to any contract or obligation which would prevent or hinder the trustee in properly executing their functions and powers.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There has been no fraud, error or non-compliance with laws and regulations that could have a material effect on the financial statements or the Fund.

#### **7. Trustees are not disqualified**

No disqualified person acts as directors of the trustee company or as individual trustees. Further, no Trustee is an undischarged bankrupt or has been convicted of an offence concerning dishonesty.

#### **8. Investment strategy and returns**

The Fund has an investment strategy and it has been determined with due regard to risk, return, liquidity, diversification and the insurance needs of the fund members and the assets of the Fund and investment decisions are in line with this strategy. Investment returns are allocated in a manner that is fair and reasonable. It is reviewed regularly and determined to still be relevant.

#### **9. Contributions and pensions**

We confirm that we do not hold any superannuation outside the SMSF being audited in this engagement and have not made any contributions to superannuation in addition to those made to the SMSF being audited in this engagement, of which we have not specifically informed the auditor.



Taking into consideration all contributions to other funds, contributions to the Fund are in accordance with any contribution caps applicable to the members. Any work test or similar qualifying criteria has been met to facilitate contributions. Likewise, any pension or lump sum payments are within the payment restrictions, if any are applicable, and that a condition of release has been met and satisfied to permit payment.

#### **10. CGT Relief Decisions & Application**

We confirm that, as applicable, we have considered the SMSF's eligibility for the CGT uplift and the benefits associated with this decision. To the extent CGT Relief has been applied, we have consulted with qualified persons to ensure:

- The proper application of any cost base uplift
- The effective and appropriate deferral of capital gains.

#### **11. Ownership, pledging and separation of assets**

All assets of the Fund exist and the Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered and held in the name of the Fund, where possible. In circumstances where the Trustee in their capacity as Trustee is not able to be registered as the beneficial owner or beneficiary, procedures and documentation is in place to ensure that the asset is held by the respective manager/custodial trustee for and on behalf of the Fund. Real Estate held in the Fund directly (if any) is held by the individual trustees/corporate trustee in trust for the superannuation fund.

All assets of the Fund are held separately from the assets of the members, the employer (if any) and the trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action, such as insurance cover, is taken to protect the assets of the Fund. There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others.

#### **12. Related parties**

Related party transactions and related amounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, off-market transfers and guarantees (written or oral) have been appropriately and properly recorded or disclosed in the financial statements. Acquisitions from, loans to, leasing of assets to and investments in related parties has not exceeded the in-house asset restrictions in the SISA at the time of the investment, during the period, at acquisition or at year end. The Fund has not made any loans to, or provided financial assistance to members of the Fund or their relatives or other related parties.

If the Fund owns real property, it is not leased to a related party of the members of the fund unless it is business real property. Likewise, any rent is set at market rates and applicable commercial considerations are contained in a lease document and applied appropriately in a commercial manner. Similarly, if the Fund owns land, the land has not used by the members or related parties unless a commercial lease is in place.

If the Fund owns units or shares in related trusts or unlisted companies or have invested in or lent money to related parties or entities controlled by related parties, the Trustees have adhered to the rules surrounding in-house assets and the Trustee asserts that any borrowing restrictions pertaining to related trusts have been adhered to.

#### **13. Borrowings**

With the exception of borrowings which were allowable under SISA, the Fund has not borrowed money or maintained any borrowings during the period. If any permitted borrowing has occurred, any borrowing is appropriately documented and compliant with the SISA and SISR. To the best of the Trustee's knowledge, if the fund has invested in a limited recourse borrowing arrangement, it is compliant with the SISA and any related party LRBA complies with ATO Practice Compliance Guideline 2016/5 or meets the requirements of a commercial loan that could be obtained from a commercial lender to the SMSF.

#### **14. Australian resident superannuation fund**

During the period and all times during the year, the SMSF met the definition of an Australian resident fund. The Trustees specifically confirm that:

- a) The fund was established in Australia and at least one asset of the fund is situated in Australia; and
- b) The central management and control of the fund is ordinarily in Australia; and
- c) Either the fund had no active member, or at least 50% of the following is attributable to superannuation interests held by active members who are Australian residents:
  - The total market value of the fund's assets attributable to superannuation interests held by active members, or
  - The sum of the amounts that would be payable to or in respect of active members if they voluntarily ceased to be members.

#### **15. Information to Members and ATO**

Requests for information by members have been met in accordance with the standards. We have communicated with the ATO any changes to the trustees/directors, contact details and address details within the required timeframes.

#### **16. Uncorrected misstatements**

We believe the effects of those uncorrected financial report misstatements, if any, and, if necessary notified to ourselves or otherwise, in aggregate during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole.

#### **17. Outstanding legal action**

The trustees confirm that there is no outstanding legal action or claims against the Fund. The Fund has complied with all aspects of any contractual agreement that would have a material effect on the financial report in the event of non-compliance.

#### **18. Outstanding matters and communications with authorities**

There are no outstanding issues or matters with any regulatory body or other party that have not been disclosed and accounted for appropriately in the financial report. There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.

#### **19. Subsequent events**

The full impact of the COVID-19 outbreak continues to evolve as of the date of this letter. As such, it is uncertain as to the impact this will have on the Fund.

There are no other events or transactions that have occurred since the date of the above referenced Financial Statements, or are pending, which would have a material effect upon the Fund's state of affairs at that date, or which are of such significance in relation to the Fund's affairs as to require mention in Notes to the Financial Statements in order to ensure they are not misleading as to the state of affairs of the Fund or of its operations.

#### **20. Going concern**

We confirm to the best of our knowledge that the Fund is able to meet its member's obligations and that we have no knowledge of any events or conditions that would affect this assessment.

#### **21. Trust Deed/s and deeds of change of trustee**

We have sought legal advice to establish the superannuation trust and have properly executed the Trust deed as applied at establishment of the deed by signing original deeds and having it stamped and witnessed as



applicable. Further, any modification to the Trust deed and/governing rules have been appropriately made and executed in a legally binding manner and copies of deeds have been retained to ensure a complete history of the Fund's trustees and members is maintained. We understand that your examination for the financial audit was made in accordance with Australian Auditing Standards, and was primarily designed for the purpose of expressing an opinion on the financial statements of the Fund taken as a whole. Further, we understand that the compliance engagement was made in accordance with applicable Standards on Assurance Engagements and was primarily designed for the purpose of expressing an opinion on the Fund's compliance with various sections and regulations of the SISA and SISR as stipulated by the ATO in their Approved form SMSF Audit Report. We understand that the auditing procedures and compliance testing as performed were limited to those which you considered necessary, and also that you are not licensed financial advisors and no financial advice has been received by the trustees.

Yours faithfully,



.....  
Matthew Pitt  
Director



.....  
Veronica Pitt  
Director



.....  
18/4/2023

Date

.....  
18/4/2023

Date



**SECTION A: AUTHORITY & DECLARATION****GENERAL AUTHORITY LETTER: Authority for Release of Financial Information**

I/We, whose details are disclosed in section C, are writing to advise you that we approve the appointment of SMSF Administration Solutions Pty Ltd trading as SuperConcepts, ABN 76097695988, as the administrator of the fund.

We hereby authorise all relevant information relating to the Fund's investments, insurances, bank accounts, or any other financial information to be released to SuperConcepts and its related bodies corporate upon their request either over the phone or in writing.

This Authority is effective from the date stipulated in Section B. I/We are aware that this authority can be revoked at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on file at SuperConcepts.

I/We declare that the information provided is true and accurate to the best of our knowledge.

**SECTION B: SUPER FUND DETAILS**

Super fund Name: Matthew and Veronica Pitt SMSF  
Superfund Address: 1 Golflinks Road GLENROY VIC 3046 Australia  
Effective Date: 15/06/2016

**SECTION C: DIRECTOR DETAILS**

Director Name: Matthew Peter Pitt

Date of Birth: 05/04/1975

Signature:



Director Name: Veronica Jean Pitt

Date of Birth: 03/10/1977

Signature:

**SECTION D: AUTHORISED ENTITY DETAILS**

**Company Name:** SMSF Administration Solutions Pty Ltd trading as SuperConcepts

**Postal Address:** PO Box 9981 Adelaide SA 5000

**Phone:** 1300 023 170

**Email:** enquiries@superconcepts.com.au

**ABN:** 76097695988



Mr MP Pitt  
Director(s), Matthew and Veronica Pitt SMSF Pty Ltd  
Corporate Trustee, Matthew and Veronica Pitt SMSF  
1 Golflinks Road  
GLENROY VIC 3046

11 APRIL 2023

Dear Trustee(s),

## **TERMS OF ENGAGEMENT – AUDIT OF A SELF-MANAGED SUPERANNUATION FUND**

The purpose of this letter is to set out the basis on which BDO Audit Pty Ltd (BDO) acts as auditors of Matthew and Veronica Pitt SMSF (the fund), and the respective areas of responsibility of the trustees and of BDO.

### **Objective and scope of the financial audit**

You have requested that we audit the Matthew and Veronica Pitt SMSF's:

1. Financial report, which comprises the statement of financial position as at 2022, and the operating statement for the period then ended and the notes to the financial statements (the Financial audit);
2. Compliance during the same period with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR) specified in the approved form auditor's report as issued by the Australian Tax Office (ATO) as set out in Appendix 1 (the Compliance engagement).

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our engagement will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the SISA and SISR.



85. If at any time a payment is not made as required, we may suspend all further services until we receive payment or alternative arrangements acceptable to us are made. Further, while services are suspended, we may stop acting in the matter. If we do stop acting because of non-payment of our fee invoices, all our fee invoices up to the date we stopped acting must be paid and you release us from liability for any Loss you may suffer as a result of our suspension of services or us ceasing to act in the matter.
86. Until our fee invoices are paid in full, we may retain your documents, records and other property in our possession. We reserve the right to exercise a lien over these items until our fee invoices are paid in full.
87. You must pay our fee invoices without deduction for any taxes or duties and without any set-off. If you are required by law to withhold or deduct any taxes or duties, the amount of our fee invoice is deemed to be increased so that we receive a net sum equal to the fee invoice.

#### Goods and Services Tax (GST)

88. Our fees are quoted exclusive of GST. To the extent that we consider that the supply we make is subject to GST, GST will be charged in addition to the fee quoted and is payable at the same time and in the same manner as the fee quoted.
89. We will also charge GST on any expenses and disbursements that we incur in relation to the Engagement, except to the extent that we incur them as agent on your behalf. If we incur any expenses or disbursements as your agent on your behalf, we will charge you the GST inclusive cost of those expenses and/or disbursements and provide you with sufficient information to enable you to claim an input tax credit (if applicable).

#### Termination

90. Other than where termination rules are prescribed by legislation or professional standards and obligations, the Engagement may be terminated by you or us upon the expiry of seven days written notice to the other.
91. Either you or us may terminate the Engagement immediately by written notice if the other becomes the subject of insolvency proceedings

or calls any meeting of its creditors or materially breaches the Engagement Letter and such breach cannot be remedied.

92. We may terminate the Engagement immediately by written notice if you do not pay our fee invoices as agreed, if in our view the necessary relationship of confidence between you and us no longer exists or we think it appropriate having regard to professional conduct rules and ethical standards which apply to us. If we have grounds to suspect that it would be unlawful (either here in Australia or under the laws of the jurisdiction where the relevant act would take place) to undertake all or part of the Engagement, we may delay performing all or part of the Engagement or terminate the Engagement at our discretion on written notice to you.
93. Notice will be deemed served 24 hours after the notice has been sent.
94. We will be entitled to receive payments for all time and costs incurred up to the date of termination, including for time and expenses incurred to bring the Engagement to a close in a prompt and orderly manner. We will make every reasonable effort to keep expenditure for this purpose to a minimum.
95. Any limitation or release of liability and indemnity or any obligation of confidence, obligation to pay fees or reimburse expenses or obligation to notify us of any information being untrue, unfair or misleading and to correct same under the Engagement Letter is independent and survives termination of the Engagement Letter as does any other provisions which generally survives termination of the Engagement including, without limitation, sections 50, 51, 62, 63, 64, 65, 66, 67, 68, 69, 73, 76, 79, 80, 81, 82, 83, 84, 85, 86, 87, 94, 95, 98, 102 and 103.



#### Assignment

96. We may transfer, assign or novate our rights in the Engagement Letter to any BDO Member Firm or any successor to our business without your consent but in any other case both you and we cannot transfer, assign or novate our respective rights in the Engagement Letter without the consent of the other.

#### Feedback and complaints

97. We are committed to meeting your needs and welcome your feedback on all aspects of our service. To provide your feedback, please contact the partner responsible for your Engagement or our Managing Partner, Mr Grant Saxon (email [Grant.Saxon@bdo.com.au](mailto:Grant.Saxon@bdo.com.au)) or, if you have been provided with a Financial Services Guide by us, follow the 'Complaints' information included in the Financial Services Guide.

#### Dispute resolution

98. If a dispute arises between you and us in connection with the Engagement, before commencing legal proceedings (other than for interlocutory or interim applications), all parties will attempt to promptly resolve the dispute in good faith by negotiation. All parties agree to ensure that appropriately senior personnel are available for the purpose of such negotiations.

#### Variation

99. These Terms may only be varied with the written agreement of both you and us, unless a variation is required to comply with law or applicable professional standards, in which case we will notify you of the variation and the variation will take effect on the later of the date of the notice or the date set out in the notice.

#### Force Majeure

100. Neither you nor we will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond the reasonable control of the party.

#### Severability

101. In the event that any part of these Terms or the Engagement Letter is held to be invalid or

unenforceable, the remaining parts will continue in full force and effect.

#### Governing law and jurisdiction

102. These Terms and the Engagement Letter of which they form part shall be governed by and interpreted in accordance with the laws of New South Wales, Australia.
103. The courts of that state or territory shall have exclusive jurisdiction to settle any dispute between you and us in relation to the Engagement or the Engagement Letter.

#### Cloud services

104. As part of providing the Services to you, we may refer you to a cloud service ('Cloud Service').
105. Where we refer you to a particular Cloud Service, you must use the referral portal or other link that we provide to you in order to sign up to the Cloud Service. You acknowledge that all Cloud Services are provided by third parties ('Third Party Provider'). This is the case even if you pay us for the provision of the Cloud Services, or if we provide you with access to them. You must comply with the Third-Party Providers' standard terms of use in relation to all Cloud Services. You must notify us if you become aware of any breach of these terms.
106. The Cloud Services are outside our control and to the maximum extent permitted by law, we do not have any liability in relation to their provision, except to the extent caused by our use of the Cloud Services on your behalf. Access to the Cloud Services carries inherent risks and we are unable to guarantee their availability or security.
107. You agree that we may use the Cloud Services and contact the Third-Party Providers on your behalf. You must do all things necessary to enable us to do so and acknowledge that if you do not do so we may be unable to provide some of our Services to you.



108. You retain ownership of all data which you enter into the Cloud Services, or which we enter on your behalf. You agree that that we may use this data for analytics, benchmarking, reporting and other purposes, provided that we first anonymize the data and use it only as part of an aggregated data set. We will only use your data in accordance with our Privacy Statement. This right will continue even if we no longer provide services to you. You acknowledge that your rights to access your data from the Cloud Services may be terminated or suspended if you breach these terms or if you fail to pay all amounts owing to us. The Third-Party Provider terms may also include termination or suspension rights.
109. Subject to any Third-Party Provider terms, on termination of our Services, we will provide you with 30 days access to any Cloud Services for the purposes only of extracting your data. Your data may be deleted by us or the Third-Party Provider at any time on expiry of this period.
110. Subject to any Third-Party Provider terms, on termination of our Services we will not provide you with a refund for the Cloud Services and you will be liable for any remaining payment for the Cloud Services provided by the Third-Party Provider where a minimum payment term applies.
111. You agree that the pricing and any discount on pricing of the Cloud Services are subject to the terms of the Third-Party Provider.
112. Cloud services that may be used for carrying out the work under this Engagement Letter are available on our website.

#### Modern Slavery

113. In these clauses 113 to 116:
- i. 'Modern Slavery' has the meaning given to that term in the *Modern Slavery Act 2018* (Cth) and as supplemented by definitions in any other modern slavery legislation in Australia.
  - ii. 'Modern Slavery Laws' means all Australian laws regarding Modern Slavery.
114. Both we and you must, and must ensure that each of our respective officers, employees, agents, contractors, sub-contractors and related bodies corporate (as defined in the

*Corporations Act 2001* (Cth)) (together, **Representatives**):

- i. comply with all Modern Slavery Laws to the extent that they apply to you or us respectively; and
  - ii. immediately notify each other party of any facts or circumstances which may contravene the Modern Slavery Laws, whether that relates to the party or any of its Representatives.
115. Each party represents and warrants that, to the best of its knowledge, having made reasonable enquiries, neither it nor its Representatives:
- i. have been have engaged in any instances of Modern Slavery;
  - ii. have been convicted of any offence involving Modern Slavery; and
  - iii. have been or are the subject of any investigation, inquiry or enforcement proceedings by any government body regarding any offence or alleged offence of or in connection with Modern Slavery.
116. The parties must comply (and ensure that their respective Representatives comply) with any reasonable requests made by each other party for assistance, for the provision of information or documents as required to enable each other party's own compliance under or related to Modern Slavery Laws.

#### Anti-Money Laundering and Know Your Client

117. You warrant to us that you are in compliance with and will continue to comply with all applicable laws and regulatory requirements including, without limitation, the requirements of any laws or regulations relating to anti-money laundering, counter-terrorism financing, sanctions, bribery or corruption in the jurisdictions in which you are incorporated or carry on business and you will promptly notify us of any issues arising in connection with such laws and regulatory requirements during the Engagement.



## MATTHEW AND VERONICA PITT SMSF (ABN 35 942 462 328)

Minutes of Meeting of the Directors of  
MATTHEW AND VERONICA PITT SMSF PTY LTD (ACN 613020367)  
as Trustee for  
MATTHEW AND VERONICA PITT SMSF

Held at Address: 1 GOLFLINKS ROAD GLENROY, VIC, 3046

Please  
Address

Held on Date: 18/4/2023

Please  
Date

**Present:** Matthew Peter Pitt

Veronica Jean Pitt

**Chairperson:** Matthew Peter Pitt

### Minutes:

The Chair reported that the minutes of the previous meeting had been signed as a true record.

The company acts as trustee of **MATTHEW AND VERONICA PITT SMSF**.

### Financial Statements:

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 a non-reporting entity and therefore is not required to comply with all the Australian Accounting Standards.

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.

### Trustee Declaration:

It was resolved that the trustee declaration included in the superannuation fund's financial statements be signed.

### SMSF Annual Return:

Being satisfied that the superannuation fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 2022, it was resolved that the annual return be approved and signed by the trustee and lodged with the Australian Taxation Office by SMSF Administration Solutions Pty Ltd..

### Investment Strategy:

The allocation of the superannuation fund's assets and the superannuation 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, the ability of the superannuation fund to discharge its existing liabilities and the provision of insurance cover for superannuation fund members, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the superannuation fund and its members. Accordingly, no changes to the investment strategy were required. It was noted that all Sales & Purchases made during the financial year were made in accordance with the Investment strategy.

### Allocation of Income:

It was resolved that the income of the superannuation fund would be allocated to the members in accordance with the superannuation fund's trust deed, on a fair and reasonable basis.

### Auditors and Tax Agents:

It was resolved that Mr Geoff Rooney of BDO Audit Pty Limited will continue acting as auditor and SMSF Administration Solutions Pty Ltd. will continue as tax agent of the fund for the year ending 2023.

### Director's Status:

Each of the directors confirmed that they are qualified to act as a director of the trustee company and that they are not a disqualified person as defined by s120 of the SISA.

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

There being no further business the meeting was closed.

Signed as a true and correct record



Matthew Peter Pitt (Chairperson)





Yours faithfully

BDO Audit Pty Ltd

G Rooney

Geoff Rooney  
Director

(Below can be signed by any Member/Trustee/Director of the Fund)

*Acknowledgement*

I have read the above letter and the attached terms of trade issued by BDO Audit Pty Ltd, and on behalf of Matthew and Veronica Pitt SMSF accept the terms and conditions set out therein, the arrangements for our audit of the financial report including our respective responsibilities. I warrant that I am properly authorised to sign the acknowledgement on behalf of Matthew and Veronica Pitt SMSF.

Signed:

Full Name:

MATTHEW PITT

Position:

DIRECTOR

Date:

9/5/2023

Please  
Date