

Thank you for engaging us to attend to the administration and taxation requirements for your Self-managed Super Fund.

These are the Terms of Engagement ("Terms"). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

## PURPOSE, SCOPE AND OUTPUT OF ENGAGEMENT

Our firm will provide Accounting and other professional services, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

## RESPONSIBILITY FOR YOUR WORK

Over the years our firm has established a cost-effective structure, incorporating a Team of Professional Accountants and Assistants to provide you with an economical service.

When dealing with your affairs many general administration and basic accounting problems may be handled by our team, which will allow Directors to be available for telephone advice, consulting, and other more complex issues.

The Directors oversee your affairs and are ultimately responsible for all the matters relating to your file.

Team members attend to certain functions relating to your affairs. This is done to afford you the most cost-effective service possible.

Of course, all work attended to by the team is supervised and reviewed by Directors and Senior Managers.

## RELATIVE RESPONSIBILITIES AND CONFIDENTIALITY

The conduct of this engagement will be carried out in accordance with the standards and ethical requirements of The Institute of Chartered Accountants Australia, and The Institute for Public Accountants (hereafter 'The Institute'), which means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements. We will not disclose any information relating to your affairs to any third party without your consent, unless required by law.

You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.

Our files may, however, be subject to review as part of the quality control review program of The Institute, who monitor compliance with professional standards by its members. We advise that by signing this agreement you acknowledge that, if

requested, our files relating to this engagement may be made available under this program. Should this occur, we will advise you prior to releasing any files.

We may on occasion use external contractors and/or third parties to undertake some of the work on your file and they may have access to our information. This will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

The indicative charge rates and levels of experience of the team providing you with your Professional Accounting Service are set out on the last page of this agreement.

We may also provide your information to our associated entities for services that we believe will be of value to you.

Once again, this will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

## OTHER INSTITUTE RECOMMENDATIONS

The Institute has determined minimum standards with regards to service and, in accordance with those recommendations, our practice:

- a) uses properly trained and supervised staff to maintain quality standards and ensures that all qualified staff undertake a minimum of 40 hours of continuing professional education each year;
- b) maintains professional independence at all times;
- c) establishes and operates satisfactory quality control procedures;
- d) bases our fees on the chargeable time of each staff member;
- e) records all time to enable you to be aware of the extent of the work performed for you; and
- f) will, if requested, provide an estimate of our billing prior to the commencement of an engagement.

## YOUR OBLIGATIONS AND RIGHTS

We are required to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within a reasonable timeframe. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.
- You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information you

provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.

- By accepting the terms of this agreement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record-keeping.
- *The Taxation Administration Act 1953* contains specific provisions that may provide you with 'safe harbours' from administrative penalties for incorrect or late lodgement of Returns if, amongst other things, you give us 'all relevant taxation information' in a timely manner (the safe harbour provisions apply from 1 March 2010). Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the 'safe harbour' provisions and will be taken into account in determining the extent to which we have discharged our obligations to you.
- You are also required to advise us if you become aware of any conflict of interest or potential conflict of interest. Generally, a conflict of interest is any event which may result in us becoming unable to remain objective in the performance of our services to you. Some examples of events which could give rise to a conflict of interest or potential conflict of interest during this engagement are changes to your business circumstances, events affecting your family (e.g. death and/or marriage breakdown) or a legal action commencing against you.
- You are subject to the self-assessment system in relation to any of your Income Tax Returns. The Commissioner is entitled to rely on any statements made in your Income Tax Returns. If an answer or any statement made on a Return or attached schedule appears to be incorrect, incomplete or misleading, and where those statements are later found to be incorrect (even if the error was made unintentionally), the Commissioner may amend your Income Tax Assessment and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep records that will substantiate the Taxation Returns prepared and which will satisfy the substantiation requirements of the *Income Tax Assessment Act*. This documentation must be retained for a minimum of 5 years and you must ensure you retain all the documentation in a safe and secure place in case the Australian Taxation Office wishes to review these documents. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty and/or general interest charges. In more serious cases, prosecution may be instituted under the *Taxation Administration Act 1953* and fines imposed by Courts, if convicted.
- You are responsible for the accuracy and completeness of the information required to comply with the various Taxation Laws. We will use this information supplied in the preparation of your Returns. The following needs to be

considered to ensure correctness of each Income Tax Return:

- that income from all sources has been disclosed;
  - that all deductions claimed can be justified;
  - that all deductions claimed for work, car and travel expenses can be substantiated;
  - that all statements are correct and complete.
  - that every sale of property, of any description, should be considered for the possible application of both income tax and capital gains tax. The world-wide income of Australian resident taxpayers is now taxable in Australia with a credit allowed for income tax paid in a foreign country on that income.
- Your rights as a taxpayer include:
    - The right to seek a Private Ruling;
    - The right to object to an assessment by the Commissioner;
    - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time, you should contact us so that we can provide you with the relevant timeframes and to discuss any additional requirements which may exist.

## OUR OBLIGATION

We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law, even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge an income tax return for you that we knew to be false in a material respect.

We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflicts of interest. The effective operation of these arrangements depends, in part, on you complying with your obligation to disclose any potential conflicts of interest to us.

Unless otherwise stated, this opinion is based on the Australian Tax Law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage, due to frequent changes made to Australian Tax Law.

## OWNERSHIP OF DOCUMENTS

All original documents obtained from you arising from this engagement will remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will result in the production of Income Tax Returns and Financial Statements. Ownership of these documents will vest in you.

All other documents produced by us in respect of this engagement will remain our property.

We have a policy of exploring a legal right of lien over any of your documents in our possession in the event of a dispute between us. We have also established dispute resolution processes, details of which are available on request.

## LIMITATION OF LIABILITY

Our liability may be limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Council at

<http://www.professionalstandardscouncil.gov.au/>

## REVIEW AND PREPARATION OF FINANCIAL STATEMENTS

As and when required throughout the year we will review your records and where applicable process certain data to enable the preparation of Interim and End of Year Financial Statements. The Financial Statements will be based on the information you provide to us and other information that our office accesses. As a result:

- You and your employees are responsible for the maintenance of the accounting systems and internal controls for your business entities. That includes the keeping and maintenance of all required books of account.
- Our firm is not being engaged to conduct a statutory audit of the financial records of any of your business entities and we will not express an Auditor's opinion as to the truth and fairness of the Financial Statements (unless otherwise specifically requested to do so).
- Our reports will be prepared for distribution to proprietors for the purpose noted above. We disclaim any assumption of responsibility for any reliance on our report to any person other than the proprietor and for any purpose other than for which it was prepared. Our reports will contain a "Compilation Report" to this effect.

## PREPARATION & LODGEMENT OF INCOME TAX RETURNS

We will prepare and lodge all Income Tax Returns based on the Financial Statements prepared, as well as information you provide to us in relation to your business and personal tax affairs. We are required to prepare detailed workpapers which must be retained on our files for producing to the ATO if required at a future date for client audit or review purposes.

We are required by the *Tax Agents Services Act 2009* to satisfy ourselves as to the reasonableness of the information and claims being made in your Income Tax Returns. The Legislation provides the basis for this and may require us to make further enquiries with you from time to time in relation to your Taxation Returns. Where possible, we will endeavour to identify the information that will be required in advance.

We are entitled to rely on the records provided as being both accurate and complete.

We will have your Income Tax Returns lodged on time, as required by the Australian Taxation Office, provided we are in receipt of all information to prepare your Returns no later than two months prior to the due date for lodgement. This avoids the delays that generally occur in our Firm just prior to lodgement dates.

We will take all possible steps to have your Returns lodged on time, however we offer no guarantee unless we have received the information within the abovementioned timeframe.

We also advise that we are legally prevented from electronically lodging your Income Tax Returns until such time as we receive a signed Declaration back in our office to do so.

When Returns are left to the last minute, due to time constraints it may not be possible to have them forwarded to you for signature and a signed Declaration back in our office to enable lodgement by the due date.

Whilst we exercise due care in preparing your Returns from information supplied to us, the provisions of the *Income Tax Assessment Act* place the responsibility for the contents of the Returns (including the necessary substantiation records provided to us) with the taxpayer.

## CORPORATE AFFAIRS MATTERS

There are various requirements of the Australian Securities & Investments Commission (ASIC) that must be adhered to in relation to Companies that you may be involved with. This includes notifying ASIC of various changes to the details of Directors and Shareholders, preparation, and lodgement of Annual Company Statements etc.

We will prepare and lodge the appropriate documents in relation to matters that affect your company as soon as practical after being provided with the information. These will be forwarded to you for signature prior to lodgement. Many of these documents must be lodged within a short period of time after the change occurs.

In this regard, documents not returned to our office by the due date will incur additional lodgement fees and/or additional processing fees. You will be advised of relevant due dates for lodgement.

The Corporate Affairs Division of our practice utilises an electronic recording system to keep track of all company data. It is not possible to maintain the integrity of this system if documents are lodged by other means. We are still required to input the details of a change into our electronic system. In this regard, we must be informed of any changes or matters that may affect your companies.

## BUSINESS ACTIVITY STATEMENTS AND INSTALMENT ACTIVITY STATEMENTS

Should we be instructed by you, we will prepare and lodge the appropriate BAS and IAS as and when required on a quarterly or monthly basis as soon as practical after being provided with the information to do so. At present, the deadline for lodgement of these documents is the 28th day after the end of each quarter (for quarterly lodgers). However, as Tax Agents, we are given a further four (4) week extension, but this must be lodged through our Tax Agent system.

If we are not provided with the information by the 14th day of the particular lodgement month, we will not be able to guarantee that we will have the above Statements lodged on time. This is due to the extra-ordinary level of work imposed by the Australian Taxation Office on our Firm during the two weeks prior to lodgement dates.

If the information is provided later than the 14th day of the said month, we will endeavour to have the documents lodged by the due date, however we offer no guarantees, and penalties for late lodgement may be imposed (subject to extensions that

may be provided by the Australian Taxation Office from time to time).

## **SPECIFIC MATTERS TO BE RESEARCHED**

From time to time you may request advice from us which may not be able to be provided immediately, due to the issues and facts to be considered.

With the complexity of the superannuation legislation and regulations, the magnitude of the Taxation Laws which we must consider, as well as other non-taxation issues, it may not be possible to provide you with an immediate answer.

We will endeavour to provide you with an immediate and quick answer where appropriate, however to ensure that you receive a professional service and accurate advice a more detailed investigation into the facts may be required.

## **AUTHORITY TO ACT ON YOUR BEHALF WITH THE ATO**

There are a number of functions we are required to carry out on your behalf with the Australian Taxation Office and in particular the following accounts for you and your associated entities:

- Income Tax Account
- Integrated Client Account
- BAS Roles

This Agreement allows us to act on your behalf – to make various changes as they arise, update communication preferences, and lodge documents which have been appropriately signed by an authorised signatory.

## **USE OF SOFTWARE**

We may use software and other electronic tools in providing our services. If we provide you with access to these programs, you acknowledge that they are not your property, were developed for our purposes and without consideration of any purpose for which you might use them. We make no representations or warranties as to the sufficiency or appropriateness of the information contained therein.

## **TELEPHONE & EMAIL ADVICE**

Telephone and email communications and advice are recorded in writing on your file for quality assurance and professional indemnity insurance purposes. We encourage you to telephone or email us for advice on matters of concern. However simple, the advice may save you significant time and money.

Our fees are based on time, which includes telephone calls and email correspondence. Time spent by our team in relation to these matters will be recorded on your WIP and may be billed to you at the discretion of the partner in charge.

## **PRINCIPLES OF DETERMINING FEE LEVELS**

The Institute recommends that its members conform to prescribed guidelines in determining fee levels. The Institute does not issue a standard scale of professional fees due to the diversity of services offered by Accountants and the degree of skill attached to those services. Additionally, the Institute does not intervene between an Accountant and client on the question of professional fees charged. However, the Institute

has issued guidelines for establishing fee levels to ensure that, on the one hand you are fairly charged and, on the other, that our firm is remunerated appropriately for the services we perform for you.

The charge-out rates applied to the time incurred take account of staff salaries, direct costs associated with providing the service, and indirect costs associated with operating our practice. These rates are reviewed on a periodic basis.

Special services, such as unusual audit and investigation assignments, management advisory services, and the need to provide these services at little or no prior notice, requires us to ensure we have the available staff with the necessary qualifications to handle all challenges that we may face.

With ever changing taxation and other laws, we are required to undertake significant education and training programs to ensure that we have the ability to provide you with the right advice. On many occasions (due to the ever changing laws), it is a necessity that specialist research will be undertaken on particular matters that pertain to your file. A clear record of this time is maintained.

The manner in which we monitor the work carried out for you is based on the time we spend in relation to your affairs. This is the same as many other professionals charge for the services they provide. The time is recorded in 'Time Records' we keep for you and when the job is completed, we use this as a guide to determine your fees. While we are required to record all time, it does not mean we will bill you for that time.

The only commodity we have to sell is our knowledge and ability to perform accounting functions on your behalf. Therefore, to ensure an equitable remuneration to our Firm for the services we provide, an efficient record is maintained of time spent on your file.

We do not necessarily bill you for all the time that is allocated to your file, but the recording system does provide us with a guide as to the amount of time we have utilised in providing you with the highest quality service possible.

## **FEES**

HFB Super Pty Ltd processes super funds on a daily basis, with interim invoices issued on a quarterly basis, for work completed the previous quarter.

For additional compliance work, outside the scope of end of financial year processing, we issue invoices to you for the work that is carried out. The interim invoices also exclude any outlays paid on your behalf to suppliers, such as Audit, Actuarial and Title Searches.

Our Fees are based on the nature and complexity of the work involved, level of experience and expertise required, degree of responsibility applicable to the work, inherent risks associated with the service and the expected time required.

## **CREDIT TERMS**

Our credit terms are strictly 14 days from invoice.

We issue statements on a monthly basis for amounts outstanding at the end of the month.

## DESTRUCTION OF RECORDS

Under the current Corporations Law, you are required to retain your records (in a safe and secure place) for a minimum of five years. This includes keeping original documentation to verify expenditure claimed.

After this five-year period our office will confidentially dispose of these old files, being workpapers and correspondence files.

If you would like your records returned to you in this regard, please notify our office when returning your acceptance.

## AUTHORITY TO RELEASE INFORMATION

By acknowledging this Engagement Agreement, you authorise any third party to release information relating to the financial affairs of your SMSF to HFB Group. This may include (but is not limited to) bank, investment, insurance, superannuation and property information and statements.

## REFERRALS

Our firm may refer you to an external service provider where we believe them to be a good fit for you and in no way do we do this with the expectation of the referral of clients or work from the said provider in return.

Some service providers may in return refer clients to our firm – we do not however accept any referral fees or commission.

Please note that it is up to you to determine if the provider is suitable for your needs.

## ENTITIES PROVIDING SERVICE

Full details of our Legal Structure are as follows:

### HFB Super Pty Ltd

HFB Super Pty Ltd ABN 66 600 231 089  
Tax Agent Number: 24 805 931

### Associated Entities

HFB Super Strategies Pty Ltd ABN 35 612 780 766  
HFB Accounting Pty Ltd ABN 85 600 231 105  
HFB Eastside Pty Ltd ABN 65 667 557 173  
HFB Advisory Pty Ltd ABN 48 166 956 841  
HFB Drive Pty Ltd ABN 23 657 588 773  
HFB Private Wealth Pty Ltd ABN 61 662 303 835  
HFB Services Pty Ltd ABN 26 659 350 893  
HFB Digital Solutions Pty Ltd ABN 84 653 387 912  
HFB Powerhouse Pty Ltd ABN 53 662 295 721  
HFB Bookkeeping Pty Ltd ABN 25 613 906 184

## TEAM OF PROFESSIONALS – INDICATIVE CHARGE RATES

Director	\$400 - \$500 per hour
Senior Accountant	\$250 - \$400 per hour
Accountant	\$150 - \$250 per hour
Undergraduate	\$130 - \$150 per hour
Administration Support	\$120 per hour

The rates (excluding GST) are those applicable as at the date of the Engagement Agreement.

They may change from time to time based on the changes in our firm costs (in particular Annual Wage and Rental increases) and the skill level of various team members as and when they undertake further studies.

## CONFIRMATION OF ENGAGEMENT

Obviously, there are many issues to consider in this engagement and we ask that you consider all aspects of this agreement to ensure you are satisfied with the scope of our engagement. Please contact us if you have any questions about this agreement.

Once you are satisfied with the terms of our engagement, would you please sign and date this agreement.

As mentioned above, if you do not return this Engagement Agreement signed, nor contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

We are delighted for the opportunity to provide accounting and taxation services to you and your business and we look forward to continuing our close working relationship with you for many years to come.

**I acknowledge that I have read and understand the terms of the engagement and hereby accept them.**

09 / 02 / 2024

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*MGCurleybrake*

Signature

*Melissa Brake*

*MGCurleybrake*

Signature

*David Brake*

SMSF Name:

**D & M BRAKE SUPERANNUATION FUND**

# Terms of Engagement for SMSF Audit

## 1. Purpose

This Terms of Engagement for Audit Engagement Services (TE) confirms our understanding of the engagement and the nature and limitations of services provided.

## 2. The objective and scope of the audit

- 2.1 You have requested that we audit D & M BRAKE SUPERANNUATION FUND (the Fund):
- a. financial report, which comprises the statement of financial position as at 30/06/2023 and the notes to the financial statements; and
  - b. 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 Taxation Office (ATO), which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103,104, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, and 13.18AA of the SISR.
- 2.2 We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit 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.
- 2.3 We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the Accounting Profession which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

## 3. The responsibilities of the auditor

- 3.2 We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB) and with and the Accounting Professionals and Ethical Standards APES 210 *Conformity with Auditing and Assurance Standards*. These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.
- 3.3 The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SISA, we are

required to provide to the trustees of the Fund an auditor's report in the approved form within the prescribed time as set out in the SISR, 28 days after the trustees have provided all documents relevant to the preparation of the auditor's report.

### 3.4 **Financial audit**

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the Fund's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the Fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a letter to the trustee.

### 3.5 **Compliance engagement**

A compliance engagement involves performing audit procedures to obtain audit evidence about the Fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the Fund, which has been reviewed regularly and gives due consideration to risk, return, liquidity, diversification and the insurance needs of members. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

3.6 During the course of our engagement, if we identify or suspect that Non-Compliance with Laws or Regulations (NOCLAR) has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance and may be fundamental to the fund's ability to continue its business or to avoid material penalty, we may:

- 3.5.1 discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate
- 3.5.2 communicate the non-compliance or suspected non-compliance with the trustee and external auditor, unless prohibited by law or regulation
- 3.5.3 disclose the matter to an appropriate authority even when there is no legal or regulatory requirement to do so; and/or
- 3.5.4 withdraw from the engagement and the professional relationship where permitted by law or regulation

3.6 Where appropriate we may inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of a law or regulation that would cause

substantial harm to the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.

- 3.7 Any information pertaining to your affairs, whether it be provided by you, or through a Trusted Adviser, will be utilised and stored in an appropriate manner to maintain our professional standards and obligations. Further information on privacy is noted at section 10 of this letter.

#### **4. The responsibilities of the trustees**

- 4.1 We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the Fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the Fund. The trustees are also responsible for the preparation and fair presentation of the financial report.
- 4.2 Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:
- Establishing and maintaining controls relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error. The system of accounting and internal control should be adequate in ensuring that all transactions are recorded and that the recorded transactions are valid, accurate, authorised, properly classified and promptly recorded, so as to facilitate the preparation of reliable financial information. This responsibility to maintain adequate internal controls also extends to the Fund's compliance with SIS including any Circulars and Guidelines issued by a relevant regulator to the extent applicable. The internal controls should be sufficient to prevent and/or detect material non-compliance with such legislative requirements;
  - Selecting and applying appropriate accounting policies;
  - Making accounting estimates that are reasonable in the circumstances; and
- 4.3 Making available to us all the books of the Fund, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance, we require for the purposes of our audit. Section 35C(2) of SISA requires that Trustees must give to the auditor any document, relevant to the conduct of the audit, that the auditor requests in writing within 14 days of the request.<sup>1</sup>
- 4.4 As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

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<sup>1</sup> If the Fund is a reporting entity this sentence requires amendment to read: 'Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with Australian Accounting Standards'.



## 5. Reporting

5.1 Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the Fund, or for any purpose other than that for which it was prepared.

### 5.2 Report on matters identified

Under section 129 of the SISA, we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be aware that we are also required to notify the ATO of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of the materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be or may be about to become unsatisfactory.

5.2 You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version.

## 6. Independence

6.1 We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SISA and SISR including APES 110 *Code of Ethics for Professional Accountants* in relation to the audit of the Fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

## 7. Administration, Fees and Billings

7.2 Our professional fees will be calculated primarily on a fixed fee basis, however the fee may exceed fixed fee which is applied to "standard" Fund's with no breaches or contraventions and low level of complexities and transactions.

7.3 Our invoices may also include disbursements paid by us. These may include photocopying charges, telephone and facsimile transmission charges, travel fares and expenses, stamp duty and fees paid to third parties such as couriers, registration fees or fees for other professionals.

7.4 Unless other payment terms are agreed, each invoice is payable within 7 days of receipt.

7.5 If the engagement involves the use of trust monies, we will manage those funds in accordance with APES 310 Client Monies and as authorised by you in the Trust Account Authority Letter or as otherwise instructed by you.

## **8. Ownership of materials**

- 8.2 You own all original materials given to us.
- 8.3 We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original materials you give to us.
- 8.4 We may exercise a lien of your documents in our possession in the event of a dispute, which will be handled in accordance with our firm's dispute resolution process.
- 8.5 Subject to the payment of all outstanding professional fees and disbursements owing to us, we will provide you with materials produced by us for you in the event you engage the services of another practitioner and the materials are required by your new practitioner.

## **9. Privacy**

- 9.2 Our collection use and disclosure of your personal information (PI) may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect PI about you that relates to the TE. We may disclose PI about you for the primary purpose of this TE or to third parties by express consent or as required by law.
- 9.3 We may collect PI about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the Privacy Act 1988 (Cth). Your obligations may include ensuring your privacy policy and contracts include a reference to your collection practices, how you will use the PI and that you may disclose the PI to an agent for public accounting services.
- 9.4 We may from time to time engage third party specialist professionals where warranted to obtain the advice or to assist us to provide our services to you. This may include cloud service providers and outsourced service providers.
- 9.5 Where an outsourced service requires the disclosure of PI to an overseas recipient, we take care to ensure that other third parties outside Australia to whom we disclose PI are subject to contractual obligations relating to privacy and the handling of your personal information and can only use the information for the purposes stipulated by us.

## **10. Confidentiality**

- 10.1 We have an ethical duty of confidentiality, which means we must not share or disclose your details of this TE to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

## **11. Professional Indemnity Insurance (PII)**

- 11.1 We hold professional indemnity insurance of at least the minimum amount prescribed in the CPA Australia Ltd By-Laws or as required by law.

## 12. Professional Standards Scheme & Limitation of Liability

- 12.1 We participate in the CPA Australia Ltd Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action.
- 12.2 The Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services.

## 13. Other

- 13.1 This letter will be effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

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

Yours faithfully,  
Acknowledged on behalf of the trustees and members:

*MGCurleybrake*

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Melissa Brake

*David Brake*

---

David Brake

Yours Sincerely  
Super Audits Pty Ltd

Dated: 09 / 02 / 2024

PO Box 3376  
Rundle Mall, South Australia 5000

Dear Sir/Madam,

**Re: D & M BRAKE SUPERANNUATION FUND  
Trustee Representation Letter**

This representation letter is provided in connection with your audit of the financial report of the D & M BRAKE SUPERANNUATION FUND (the Fund) and the Fund's compliance with the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR), for the year ended 30/06/2023, for the purpose of you expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The Trustees have determined that the Fund is not a reporting entity for the year ended 30/06/2023 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the Fund. Accordingly, the financial report prepared is a special purpose financial report which is for distribution to members of the Fund and to satisfy the requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of the SISA and SISR, and confirm that the financial report is free of material misstatements, including omissions.

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

**1. Sole Purpose Test**

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

**2. Trustees are not disqualified**

No disqualified person acts as a director of the trustee company/an individual trustee.

**3. Fund's Governing Rules, Trustees' Responsibilities and Fund Conduct**

The Fund meets the definition of a self-managed superannuation fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee/director of the corporate trustee, receives any remuneration for any duties or services performed by the trustee/director in relation to the fund.

The Fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the governing rules during the year, except as notified to you.

The Trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

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

The Fund has been conducted in accordance with the SISA, the SISR and the governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO, which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA of the SISR.

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 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 report *or we have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial report and the Auditor's/actuary contravention report.*

#### **4. Investment Strategy**

The investment strategy has been determined and reviewed with due regard to risk, including recoverability of investments, return, liquidity, diversity and the insurance needs of Fund members, and the assets of the Fund are in line with this strategy.

#### **5. Accounting Policies**

All the significant accounting policies of the Fund are adequately described in the Financial Report and the Notes attached thereto. These policies are consistent with the policies adopted last year.

#### **6. Fund Books and Records**

All transactions have been recorded in the accounting records and are reflected in the financial report. We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the Trustees.

We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect error and fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the Trustees or others.

In instances where the fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the fund.

Information retention obligations have been complied with, including:

- Accounting records and financial reports are being kept for five (5) years,
- Minutes and records of trustees'/directors of the corporate trustee meetings/decisions are being kept for ten (10) years;
- Records of trustees'/directors of the corporate trustees' changes and trustees' consents are being kept for at least ten (10) years;
- Copies of all member or beneficiary reports are being kept for ten (10) years; and
- Trustee declarations in the approved form have been signed and are being kept for each Trustee appointed after 30 June 2007.

#### **7. Fraud, error and non-compliance**

There have been no:

- a) Frauds, error or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure that could have a material effect on the financial report.
- b) Communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- c) Violations or possible violations of laws or regulations whose effects should have been considered for disclosure in the financial report or as a basis for recording an expense.

#### **8. Asset Form and Valuation**

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.

Investments are carried in the books at their net market value. Such amounts are considered reasonable in light of present circumstances.

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

We have assessed their recoverability and we are comfortable that the fund will be able, if needed, to realise these assets.

There are no commitments, fixed or contingent, for the purchase or sale of long term investments.

## **9. Safeguarding Assets**

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

## **10. Significant Assumptions**

We believe that significant assumptions used by us in making accounting estimates are reasonable.

## **11. Ownership and Pledging of Assets**

The Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective Trustee.

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.

All assets of the Fund are held separately from the assets of the members, employers and the Trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the Fund.

## **12. Payment of benefits**

Benefits have been calculated and provided to members in accordance with the provisions of the Fund's governing rules and the relevant legislation.

The Trustee has revalued Member/s benefits to market value just prior to paying out a portion or all of a member's account balance.

## **13. Related Parties**

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships. Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report.

Acquisitions from, loans to, leasing of assets to and investments in related parties have not exceeded the in-house asset restrictions in the SISA at the time of investment, acquisition or at year end.

The Fund has not made any loans or provided financial assistance to members of the Fund or their relatives.

If the Fund owns residential property the members of the Fund or associates or other related parties do not lease, or use the property for personal use.

## **14. Acquisitions from related parties**

No assets have been acquired by the Fund from members or associates or other related parties of the Fund other than those assets specifically exempted by Section 66 of SISA.

## **15. Borrowings**

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

## **16. Subsequent Events**

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the

Fund as to require mention in the notes to the Financial Statements in order to ensure they are not misleading as to the financial position of the Fund or its operations.

### **17. Outstanding Legal Action**

We confirm that you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report. There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring or is about to occur.

### **18. Going Concern**

We confirm we have no knowledge of any event or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

### **19. Residency**

The Trustees declare that the Fund was a resident Australian superannuation fund at all times during the year of income.

### **20. Investment Returns**

Investment returns of the Fund have been allocated to members in a manner that is fair and reasonable.

### **21. Insurance**

Where the Fund has taken out a life insurance policy on behalf of a member, the Trustee confirms that the Fund is the beneficial owner.

The Trustee also confirms that the Fund has not purchased a policy over the life of a member, where the purchase is a condition and consequence of a buy-sell agreement the member has entered into with another individual.

### **22. Limiting powers of Trustees**

The Trustees have not entered into a contract or done anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers.

### **23. Collectables and Personal Use Assets**

If the Trustees own collectables and/or personal use assets these assets are not being used for personal use.

### **24. Uncorrected misstatements**

We believe the effects of those uncorrected financial report misstatements aggregated by the auditor during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole. A summary of such items is attached.

### **25. Additional Matters**

Include any additional matters relevant to the particular circumstances of the audit, for example:

- The work of an expert has been used; or
- Justification for a change in accounting policy

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

Yours sincerely,  
For and on behalf of the Trustee(s)

*MGCurleybrake*

.....  
Melissa Brake  
Brakeland Pty Ltd  
Director

*David Brake*

.....  
David Brake  
Brakeland Pty Ltd  
Director



# Self-managed superannuation fund annual return **2023**

## 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 2023* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2023* (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 (NAT 3036).

## To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M / T # S T

- Place  in ALL applicable boxes.

➤ Postal address for annual returns:

**Australian Taxation Office**  
GPO Box 9845  
[insert the name and postcode  
of your capital city]

For example;

**Australian Taxation Office**  
GPO Box 9845  
SYDNEY NSW 2001

## Section A: Fund information

1 **Tax file number (TFN)**

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

- ❗ 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)**

D & M BRAKE SUPERANNUATION FUND

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

PO Box 24

Suburb/town	State/territory	Postcode
Cleveland	QLD	4163

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return? **A** No  Yes

Is this the first required return for a newly registered SMSF? **B** No  Yes

Tax File Number

**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A**  /  /

Was Part A of the audit report qualified? **B** No  Yes

Was Part B of the audit report qualified? **C** No  Yes

If Part B of the audit report was qualified, have the reported issues been rectified? **D** No  Yes

**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.  Go to C.

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

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.

Tax File Number

- 8 Status of SMSF** Australian superannuation fund **A** No  Yes  Fund benefit structure **B**  Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No  Yes

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

No  Yes  If yes, provide the date on which the fund was wound up  Day /  Month /  Year Have all tax lodgment and payment obligations been met? No  Yes

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

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**.

No  Go to Section B: Income.

Yes  Exempt current pension income amount **A** \$

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

Segregated assets method **B**

Unsegregated assets method **C**  Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

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

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** No  Yes

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 2023*.

Have you applied an exemption or rollover?

**M** No  Yes

Code

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	<input type="text"/>	Net foreign income	<input type="text"/>	Loss <input type="checkbox"/>
<b>D1</b> \$		<b>D</b> \$		

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** **R** \$   
(R1 plus R2 plus R3 less R6)

**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** **U** \$   
(subject to 45% tax rate) (U1 plus U2 plus U3)

#This is a mandatory label.

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

**GROSS INCOME** (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).

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" value="7"/>	<b>D2</b> \$ <input type="text"/>	
Decline in value of depreciating assets	<b>E1</b> \$ <input type="text" value="54"/>	<b>E2</b> \$ <input type="text" value="1,382"/>	
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="33"/>	<b>H2</b> \$ <input type="text" value="846"/>	
Investment expenses	<b>I1</b> \$ <input type="text" value="818"/>	<b>I2</b> \$ <input type="text" value="20,928"/>	
Management and administration expenses	<b>J1</b> \$ <input type="text" value="415"/>	<b>J2</b> \$ <input type="text" value="4,013"/>	
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"/> <input type="text" value="Code"/>	<b>L2</b> \$ <input type="text"/> <input type="text" value="Code"/>	
Tax losses deducted	<b>M1</b> \$ <input type="text"/>		

**TOTAL DEDUCTIONS**  
**N** \$   
 (Total **A1** to **M1**)

**TOTAL NON-DEDUCTIBLE EXPENSES**  
**Y** \$   
 (Total **A2** to **L2**)

**#TAXABLE INCOME OR LOSS**

**O** \$

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

**TOTAL SMSF EXPENSES**  
**Z** \$   
 (**N** plus **Y**)

#This is a mandatory label.

## Section D: Income tax calculation statement

**#Important:**

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

**13 Calculation statement**

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	<b>A</b>	\$	6,890
<small>(an amount must be included even if it is zero)</small>			
#Tax on taxable income	<b>T1</b>	\$	1,033.50
<small>(an amount must be included even if it is zero)</small>			
#Tax on no-TFN-quoted contributions	<b>J</b>	\$	0.00
<small>(an amount must be included even if it is zero)</small>			
Gross tax	<b>B</b>	\$	1,033.50
<small>(T1 plus J)</small>			

Foreign income tax offset	<b>C1</b>	\$	
Rebates and tax offsets	<b>C2</b>	\$	
<b>Non-refundable non-carry forward tax offsets</b>			
			<b>C</b> \$
<small>(C1 plus C2)</small>			

**SUBTOTAL 1**

<b>T2</b>	\$	1,033.50
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(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	<b>D1</b>	\$	0.00
Early stage venture capital limited partnership tax offset carried forward from previous year	<b>D2</b>	\$	0.00
Early stage investor tax offset	<b>D3</b>	\$	0.00
Early stage investor tax offset carried forward from previous year	<b>D4</b>	\$	0.00
<b>Non-refundable carry forward tax offsets</b>			
			<b>D</b> \$
<small>(D1 plus D2 plus D3 plus D4)</small>			
<b>SUBTOTAL 2</b>			
<b>T3</b>	\$	1,033.50	

(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset	<b>E1</b>	\$	
No-TFN tax offset	<b>E2</b>	\$	
National rental affordability scheme tax offset	<b>E3</b>	\$	
Exploration credit tax offset	<b>E4</b>	\$	0.00
<b>Refundable tax offsets</b>			
			<b>E</b> \$
<small>(E1 plus E2 plus E3 plus E4)</small>			

<b>#TAX PAYABLE T5</b>	\$	1,033.50
<small>(T3 less E – cannot be less than zero)</small>		

**Section 102AAM interest charge**

<b>G</b>	\$	
----------	----	--

<b>H2</b>	Credit for tax withheld – foreign resident withholding (excluding capital gains)	<input type="text"/>	
<b>H3</b>	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<input type="text"/>	
<b>H5</b>	Credit for TFN amounts withheld from payments from closely held trusts	<input type="text" value="0.00"/>	
<b>H6</b>	Credit for interest on no-TFN tax offset	<input type="text"/>	
<b>H8</b>	Credit for foreign resident capital gains withholding amounts	<input type="text" value="0.00"/>	
			<b>Eligible credits</b>
			<b>H</b> \$ <input type="text"/>
			<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I</b> \$ <input type="text" value="0.00"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

**PAYG instalments raised**

**K** \$

**Supervisory levy**

**L** \$

**Supervisory levy adjustment for wound up funds**

**M** \$

**Supervisory levy adjustment for new funds**

**N** \$

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S</b> \$ <input type="text" value="-6,289.50"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

## Section E: Losses

### 14 Losses

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2023*.

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

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

Section F: **Member information**

**MEMBER 1**

Title: Mr  Mrs  Miss  Ms  Other

Family name **Brake**

First given name **David** Other given names **North**

Member's TFN **Provided** Date of birth **Provided**

**Contributions** OPENING ACCOUNT BALANCE \$ **2,182,531.96**

**!** 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 \$**

**H1** Receipt date  /  /

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 \$**  **0.00**

Retirement phase account balance - Non CDBIS  
**S2 \$**  **2,669,104.81**

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

TRIS Count

**CLOSING ACCOUNT BALANCE S \$**  **2,669,104.81**  
(**S1** plus **S2** plus **S3**)

Allocated earnings or losses  
**O \$**  **541,222.85**  Loss

Inward rollovers and transfers  
**P \$**

Outward rollovers and transfers  
**Q \$**

Lump Sum payments  
**R1 \$**  Code

Income stream payments  
**R2 \$**  **54,650.00** Code  **M**

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**



Tax File Number

**MEMBER 2**

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name  Other given names

Member's TFN  Date of birth

Contributions

**!** 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 \$**

**H1** Receipt date  /  /

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

**CLOSING ACCOUNT BALANCE S \$**   
(**S1 plus S2 plus 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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**

**Section H: Assets and liabilities**

**15 ASSETS**

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$ 3,481,325

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$ 518,267

<p><b>Limited recourse borrowing arrangements</b></p> <p>Australian residential real property <b>J1</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Australian non-residential real property <b>J2</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Overseas real property <b>J3</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Australian shares <b>J4</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Overseas shares <b>J5</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Other <b>J6</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Property count <b>J7</b> <span style="border: 1px solid black; display: inline-block; width: 30px; height: 15px;"></span></p>	<p>Debt securities <b>F</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Loans <b>G</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Listed shares <b>H</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Unlisted shares <b>I</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Limited recourse borrowing arrangements <b>J</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Non-residential real property <b>K</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; text-align: right;">1,107,012</span></p> <p>Residential real property <b>L</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Collectables and personal use assets <b>M</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Other assets <b>O</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; text-align: right;">66,857</span></p>
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15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

Overseas non-residential real property **Q** \$

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U** \$ 5,173,461  
(Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No  Yes  \$

**15f Limited recourse borrowing arrangements**

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**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"/>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)		<b>W</b> \$ <input type="text" value="5,172,034"/>
Reserve accounts		<b>X</b> \$ <input type="text"/>
Other liabilities		<b>Y</b> \$ <input type="text" value="1,427"/>
<b>TOTAL LIABILITIES</b>		<b>Z</b> \$ <input type="text" value="5,173,461"/>

**Section I: Taxation of financial arrangements**

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

Total TOFA gains **H** \$

Total TOFA losses **I** \$

**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 2022–23 income year, write 2023). **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 2023*. **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 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **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

*MGCurleybrake*

Date  /  /

**Preferred trustee or director contact details:**

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Brake**

First given name

**Melissa**

Other given names

**Gay**

Phone number

Email address

Non-individual trustee name (if applicable)

**Brakeland 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 2023* 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

**Sherman**

First given name

**Shona**

Other given names

**Lorraine**

Tax agent's practice

**HFB Super Pty Ltd**

Tax agent's phone number

**07 3286 1322**

Reference number

**BRAD**

Tax agent number

**24805931**

## Electronic Lodgment Declaration (SMSF)

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

### Privacy

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

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

### The Australian Business Register

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

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

### Electronic funds transfer - direct debit

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


Tax File Number	Name of Fund	Year
Provided	D & M BRAKE SUPERANNUATION FUND	2023

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

### Important

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

- Declaration:** I declare that:
- All the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct; and
  - I authorise the agent to lodge this tax return.

Signature of Partner, Trustee, or Director  Date

## 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 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.

**Account Name**   
**Account Number**  **Client Reference**

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

Signature  Date

## Tax Agent's Declaration

**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.

**Agent's signature**

**Date**

**Contact name**

Shona Sherman

**Client Reference**

BRAD

**Agent's Phone Number**

07 3286 1322

**Tax Agent Number**

24805931

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# Memorandum of Resolutions of the Director(s) of

Brakeland Pty Ltd ACN: 668722834

## ATF D & M BRAKE SUPERANNUATION FUND

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### FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the superannuation fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.

The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2023 and it was resolved that such statements be and are hereby adopted as tabled.

### TRUSTEE'S DECLARATION:

It was resolved that the trustee's declaration of the superannuation fund be signed.

### ANNUAL RETURN:

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 2023, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

### TRUST DEED:

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.

### INVESTMENT STRATEGY:

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 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.

### INSURANCE COVER:

The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the fund.

### ALLOCATION OF INCOME:

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).

### AUDITORS:

It was resolved that

Super Audits Pty Ltd

of

PO Box 3376, Rundle Mall, South Australia 5000

act as auditors of the Fund for the next financial year.

### TAX AGENTS:

It was resolved that

HFB Super Pty Ltd

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

### TRUSTEE STATUS:

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

### PAYMENT OF BENEFITS:

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

# Memorandum of Resolutions of the Director(s) of

Brakeland Pty Ltd ACN: 668722834

ATF D & M BRAKE SUPERANNUATION FUND

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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:**

Signed as a true record –

*MGCurleybrake*

.....  
Melissa Brake

*David Brake*

.....  
David Brake



**Memorandum of Resolutions of the Trustees for  
D & M Brake Superannuation Fund**

**Present:** David Brake  
Melissa Brake

**Investment Strategy Review:** The Trustees tabled the current Investment Strategy dated 31/01/2020 for review and discussion.

The Trustees confirm that there have not been any significant changes to the purpose of the Fund, the members' circumstances or to the investments of the Fund.

**Resolution:** It was resolved to:

- continue to adopt the Investment Objectives and Strategies as set out in the strategy dated 31/01/2020.
- formally record these on-going investment strategy reviews once a year in writing, or when an event occurred requiring a significant change to the Fund's investment strategy.

**Closure:** There being no further business, the meeting was declared closed.

Signed as a true and correct record

*David Brake*

.....  
David Brake  
Director – Brakeland Pty Ltd

*MGCurleybrake*

.....  
Melissa Brake  
Director – Brakeland Pty Ltd

Dated: 05 / 02 / 2024

**D & M Brake Superannuation Fund**  
**Minutes of a special general meeting of the Trustees**  
**held on 5 February 2024 at 125 Boswell Terrace, Manly QLD 4179**

**Present:** David Brake  
Melissa Brake

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

**Property at 5/59 Oxford Street, Bulimba QLD 4171** The Trustees wish to make the following declarations in respect of the property for the year ended 30 June 2023:

- The property is held by Brakeland Pty Ltd ATF the D & M Brake Superannuation Fund
- Any liens or encumbrances on the property title comply with the super laws
- The building is appropriately insured
- The property has been leased to an unrelated party for the year on arm's length terms pursuant to section 109 of the SIS Act 1993

The Trustees are aware that all assets of super funds are required to be valued at market value in accordance with SIS Regulation 8.02B, subsection 10(1) of the SIS Act, and the ATO's guidelines on valuations of real property.

The Trustees tabled the most recent independent property valuation report for review and discussion.

Valuation:	\$1,088,250-\$1,125,775
Valuation Date:	15 January 2024
Source:	Ray White Commercial Gateway

The Trustees have reviewed the content and assumptions within the current valuation reports and are of the opinion that:

- they were obtained within a suitable time frame to still be applied; and
- the valuations fairly represent the current market value of the properties for the year ended 30 June 2023.

**Closure:** Signed as a true and correct record

*David Brake*

David Brake  
Director – Brakeland Pty Ltd

*MGCurleybrake*

.....  
Melissa Brake  
Director – Brakeland Pty Ltd

**D & M Brake Superannuation Fund**  
**Minutes of a special general meeting of the Trustees**  
**held on 5 February 2024 at 125 Boswell Terrace, Manly QLD 4179**

**Present:** David Brake  
Melissa Brake

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

**Unlisted Units in Brake Investment Trust:** The Trustees wish to make the following declarations in respect of the investment in the Brake Investment Trust for the year ended 30 June 2023:

- The units are held by the D & M Brake Superannuation Fund
- The Fund holds 840,717 units
- The units have not been pledged nor is there any charge over those units
- No trustee, member or related party of a trustee/member has gained a personal benefit from holding the units
- All transactions have been conducted on arm's length terms pursuant to section 109 of the SIS Act 1993
- The investment is exempt from being an in-house asset as the unit trust meets the requirements in Regs 13.22B and 13.22C of the SIS Act 1993

**Unlisted Units in D & L Brake Investment Trust:** The Trustees wish to make the following declarations in respect of the investment in the D & L Brake Investment Trust for the year ended 30 June 2023:

- The units are held by the D & M Brake Superannuation Fund
- The Fund holds 916,300 units
- The units have not been pledged nor is there any charge over those units
- No trustee, member or related party of a trustee/member has gained a personal benefit from holding the units
- All transactions have been conducted on arm's length terms pursuant to section 109 of the SIS Act 1993
- The investment is exempt from being an in-house asset as the unit trust meets the requirements in Regs 13.22B and 13.22C of the SIS Act 1993

**Closure:** There being no further business, the meeting was declared closed.

Signed as a true and correct record

*David Brake*

.....  
David Brake  
Director – Brakeland Pty Ltd

*MGCurleybrake*

.....  
Melissa Brake  
Director – Brakeland Pty Ltd

**D & M BRAKE SUPERANNUATION FUND**

**Brakeland Pty Ltd ACN: 668722834**

**Trustees Declaration**

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The directors of the trustee company have determined that the fund is not a reporting entity and that the 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 2023 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2023 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 2023.

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

*MGCurleybrake*

.....  
Melissa Brake  
Brakeland Pty Ltd  
Director

*David Brake*

.....  
David Brake  
Brakeland Pty Ltd  
Director

09 / 02 / 2024

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

David Brake  
D & M BRAKE SUPERANNUATION FUND  
125 Boswell Terrace, Manly, Queensland 4179

Dear Sir/Madam

**D & M BRAKE SUPERANNUATION FUND**  
**Continuation of Account Based Pension**

We have recently completed a review of the assets of **D & M BRAKE SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2022. It is confirmed that the pension balance will automatically revert to Melissa Brake upon the death of the member.

Based on the account balance and the legislative requirements for Account Based Pension, I have set out below the Minimum income stream which must be taken for the year ending 30 June 2023.

Your balance contains:

- a Taxable Balance of: \$2,182,087.47; and
- a Tax Free Balance of: \$444.49

Tax Free proportion: 0.02%.

Your Minimum income stream applicable is \$54,560.00.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely

*David Brake*

.....  
David Brake  
125 Boswell Terrace, Manly, Queensland 4179

Melissa Brake  
D & M BRAKE SUPERANNUATION FUND  
125 Boswell Terrace, Manly, Queensland 4179

Dear Sir/Madam

**D & M BRAKE SUPERANNUATION FUND**  
**Continuation of Account Based Pension**

We have recently completed a review of the assets of **D & M BRAKE SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2022. It is confirmed that the pension balance will automatically revert to David Brake upon the death of the member.

Based on the account balance and the legislative requirements for Account Based Pension, I have set out below the Minimum income stream which must be taken for the year ending 30 June 2023.

Your balance contains:

- a Taxable Balance of: \$1,920,114.99; and
- a Tax Free Balance of: \$13,377.97

Tax Free proportion: 0.69%.

Your Minimum income stream applicable is \$38,670.00.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely

*MGCurleybrake*

.....  
Melissa Brake  
125 Boswell Terrace, Manly, Queensland 4179

**D & M BRAKE SUPERANNUATION FUND**

**Minutes of a Meeting of the Director(s)**

held on \_\_\_\_\_ at 146 Bloomfield Street, Cleveland, Queensland 4163

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**PRESENT:** Melissa Brake and David Brake

**PENSION CONTINUATION:** David Brake wishes to continue existing Account Based Pension with a commencement date of 01/07/2016. It is confirmed that the pension balance will automatically revert to Melissa Brake upon the death of the member.

The Pension Account Balance as at 01/07/2022 \$2,182,531.96, consisting of:

- Taxable amount of \$2,182,087.47; and
- Tax Free amount of \$444.49
- Tax Free proportion: 0.02%.

**TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

**PAYMENT:** It was resolved that the trustees have agreed to pay at least the minimum pension payment for the current year of \$54,560.00 in the frequency of at least an annual payment.

**CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

*MGCurleybrake*

.....  
MelissaBrake  
Chairperson

**D & M BRAKE SUPERANNUATION FUND**

**Minutes of a Meeting of the Director(s)**

held on \_\_\_\_\_ at 146 Bloomfield Street, Cleveland, Queensland 4163

---

**PRESENT:** Melissa Brake and David Brake

**PENSION CONTINUATION:** Melissa Brake wishes to continue existing Account Based Pension with a commencement date of 01/07/2021. It is confirmed that the pension balance will automatically revert to David Brake upon the death of the member.

The Pension Account Balance as at 01/07/2022 \$1,933,492.96, consisting of:

- Taxable amount of \$1,920,114.99; and
- Tax Free amount of \$13,377.97
- Tax Free proportion: 0.69%.

**TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

**PAYMENT:** It was resolved that the trustees have agreed to pay at least the minimum pension payment for the current year of \$38,670.00 in the frequency of at least an annual payment.

**CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

*MGCurleybrake*

.....  
MelissaBrake  
Chairperson



Title	9BRAD - 2023 Super Pack
File name	HFB Super -.....2023 .docx and 8 others
Document ID	0c8ea9199f7d69126103584601c51ba458529a98
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