

Bare Trust Deed

Prepared for:
DGZ Chartered Accountants

Bare Trust Deed

Prepared by:

PGGLegal
PG Gell Legal Services Pty Ltd

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Bare Trust Deed

This Deed is made on the Date of this Deed as described in the Schedule.

Parties

Between

The person or persons, entity or entities named and described in the Schedule as the Bare Trustee.
(‘the Bare Trustee’)

And

The person or persons, entity or entities named and described in the Schedule as Fund Trustee.
(‘the Fund Trustee’)

Recitals

The Bare Trustee has acquired or intends to acquire the Investment described in Section 5 of the Schedule (‘the Investment’) as bare trustee (such trust now referred to as ‘the Trust’) for the Fund Trustee as trustee of the Self-Managed Superannuation Fund described in Section 2 of the Schedule (‘the Fund’) and in accordance with the terms of this Deed.

Provisions:

1. The Trust is established and will take effect upon execution of this Deed.
2. All monies required for the purchase of the Investment will be provided by the Fund Trustee and the Bare Trustee will at all times, hold the Investment in trust for the Fund Trustee.
3. The Fund Trustee has the beneficial interest in the Investment and in all the earnings, profits or gains accrued or to accrue in respect of the Investment at all times;
4. The Bare Trustee or the Bare Trustee’s successor will effect the transfer of the Investment to the Fund Trustee for nil consideration as and when directed by the Fund Trustee following the making of one or more payments by the Fund Trustee after acquiring the beneficial interest in the Investment in accordance with the *Superannuation Industry (Supervision) Act 1993*.
5. The Bare Trustee has been authorised by the Fund Trustee to complete any documents giving effect to any purchase, sale and registration of transfer of the Investment as instructed by the Fund Trustee.
6. All dealings with the Investment including the exercise and performance of all the rights duties and powers relating to the Investment will be exercised by the Bare Trustee only as directed by the Fund Trustee.
7. The Bare Trustee will grant a mortgage or charge over the Investment if requested by the Fund Trustee and not otherwise. The Bare Trustee shall have the power to grant indemnities and to enter into guarantees to secure the borrowings of the Fund Trustee used to fund the acquisition of the Investment referred to in the Schedule.
8. The Bare Trustee agrees to limit any rights of indemnity it may have as against the Fund Trustee and the Fund for the purposes of s67A(1)(d) of the *Superannuation Industry Supervision Act 1993* to the Investment (as the acquirable asset for the purposes of that section) only, and not to other assets of the fund of which the Bare Trustee is trustee.

9. The Bare Trustee indemnifies the Fund Trustee for any loss incurred by the Fund Trustee incurred by any breach by the Bare Trustee of the terms of this Deed or for any act, omission, fraud, misrepresentation or default of the Bare Trustee or its servants or agents under the terms of this Deed.

Schedule

1. **Date of this Deed:** / /
 DD / MM / YYYY
2. **Fund Name:** The Super Hazzardous Fund
3. **Bare Trustee:** Barely Hazzardous Pty Ltd
 ACN 637 597 365
4. **Fund Trustee:** Hazzardous Pty Ltd
 ACN 637 712 602
5. **Investment:**

Please print details of Investment

Execution


Executed as a Deed.

EXECUTED by
Barely Hazzardous Pty Ltd
ACN 637 597 365
as Bare Trustee
in accordance with section 127 of the
Corporations Act 2001 by its Directors
or Director and / or Secretary:

Callum Hazzard
Please print name of Director / Sole Director*

Jocelyn Hazzard
Please print name of Director / Secretary*
* Delete as appropriate


Signature


Signature
12 / 02 / 2020
Date

EXECUTED by
Hazzardous Pty Ltd
ACN 637 712 602
as Fund Trustee
in accordance with section 127 of the
Corporations Act 2001 by its Directors
or Director and / or Secretary:

Callum Hazzard
Please print name of Director / Sole Director*

Jocelyn Hazzard
Please print name of Director / Secretary*
* Delete as appropriate


Signature


Signature
12 / 02 / 2020
Date