
Workpapers - 2021 Financial Year

Nisbet Super Fund

Preparer: Louise Barlow

Reviewer: Sam Greco

Printed: 24 March 2023

Lead Schedule

2021 Financial Year

Code	Workpaper	CY Balance	LY Balance	Change	Status
24200	Contributions	(\$50,000.00)		100%	Ready for Review
24700	Changes in Market Values of Investments	\$42,023.22		100%	Ready for Review
28000	Property Income	(\$10,039.70)		100%	Ready for Review
28500	Transfers In	(\$865,435.73)		100%	Ready for Review
31500	Bank Charges	\$9.00		100%	Ready for Review
41960	Property Expenses - Council Rates & Taxes	\$102.00		100%	Ready for Review
42010	Property Expenses - Interest on Loans	\$4,280.71		100%	Ready for Review
48500	Income Tax Expense	\$8,347.20		100%	Ready for Review
49000	Profit/Loss Allocation Account	\$870,713.30		100%	Ready for Review
50000	Members	(\$870,713.30)		100%	Ready for Review
60400	Bank Accounts	\$70,841.21		100%	Ready for Review
72350	Farming Property	\$1,000,000.00		100%	Ready for Review
73900	Limited Recourse Borrowing Arrangements	(\$191,780.71)		100%	Ready for Review
85000	Income Tax Payable /Refundable	(\$8,347.20)		100%	Ready for Review
A	Financial Statements				Ready for Review
B	Permanent Documents				Ready for Review

Code	Workpaper	CY Balance	LY Balance	Change	Status
C	Other Documents				Ready for Review
D	Pension Documentation				Not Started
E	Estate Planning				Not Started

24200 - Contributions

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
NISCHA00001A	(Contributions) Nisbet, Charlene Marie - Accumulation (Accumulation)	(\$25,000.00)		100%
NISTIM00001A	(Contributions) Nisbet, Timothy Lawrence - Accumulation (Accumulation)	(\$25,000.00)		100%
TOTAL		CY Balance	LY Balance	
		(\$50,000.00)		

Supporting Documents

- Contributions Breakdown Report [Report](#)

Standard Checklist

- Attach copies of S290-170 notices (if necessary)
- Attach copy of Contributions Breakdown Report
- Attach SuperStream Contribution Data Report
- Check Fund is registered for SuperStream (if necessary)
- Ensure all Contributions have been allocated from Bank Accounts
- Ensure Work Test is satisfied if members are over 65

Nisbet, Timothy Lawrence

Concessional Contribution Cap	N/A	N/A	N/A	N/A	N/A	25,000.00	
Concessional Contribution	N/A	N/A	N/A	N/A	N/A	25,000.00	
Unused Concessional Contribution	N/A	N/A	N/A	N/A	N/A	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	N/A	N/A	0.00	
Maximum Cap Available	N/A	N/A	N/A	N/A	N/A	25,000.00	At Limit
Total Super Balance	N/A	N/A	N/A	N/A	N/A	0.00	

NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Nisbet, Charlene Marie	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Nisbet, Timothy Lawrence	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Nisbet, Charlene Marie

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
30/06/2021	Transfer from NetBank TN Personal Conces	Personal - Concessional	25,000.00								
Total - Nisbet, Charlene Marie			25,000.00	0.00	0.00	0.00			0.00	0.00	0.00

Nisbet, Timothy Lawrence

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
30/06/2021	Transfer from NetBank CN Personal Conces	Personal - Concessional	25,000.00								
Total - Nisbet, Timothy Lawrence			25,000.00	0.00	0.00	0.00			0.00	0.00	0.00

Total for All Members

50,000.00	0.00	0.00	0.00
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24700 - Changes in Market Values of Investments

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
24700	Changes in Market Values of Investments	\$42,023.22		100%
TOTAL		CY Balance	LY Balance	
		\$42,023.22		

Supporting Documents

- Market Movement [Report](#)
- Net Capital Gains Reconciliation [Report](#)

Standard Checklist

- Attach copies of Source Documentation (Contract Notes, Broker Statements, Chess Statements, Contracts of Sale, Managed Fund Statements etc)
- Attach copy of Market Movement report
- Attach copy of Net Capital Gains Reconciliation
- Attach copy of Realised Capital Gain Report
- Ensure all Asset Disposals have been entered
- Ensure all Market Values have been entered for June 30
- Ensure all Tax Deferred Distributions have been entered

Nisbet Super Fund

Market Movement Report

As at 30 June 2021

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
Tabooba - TaboobaProperty										
	01/03/2021	Purchase	1.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00
	04/03/2021	Instalment	0.00	42,023.22	0.00	0.00	1,042,023.22	0.00	0.00	0.00
	30/06/2021	Revaluation	0.00	0.00	(42,023.22)	0.00	1,000,000.00	0.00	0.00	0.00
	30/06/2021		1.00	1,042,023.22	(42,023.22)	0.00	1,000,000.00	0.00	0.00	0.00
Total Market Movement					(42,023.22)				0.00	(42,023.22)

Nisbet Super Fund

Capital Gains Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

	Total	Discounted	Indexed	Other	Notional
Losses available to offset					
Current year capital losses	0.00				
Current year capital losses - Collectables	0.00				
Total Losses Available	0.00				
Total Losses Available - Collectables	0.00				
Capital Gains					
Capital gains from disposal of assets	0.00	0.00	0.00	0.00	0.00
Capital gains from disposal of assets - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains from trust distributions	0.00	0.00	0.00	0.00	0.00
Capital Gains Before Losses applied	0.00	0.00	0.00	0.00	0.00
Losses and discount applied					
Losses applied	0.00	0.00	0.00	0.00	0.00
Losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
CGT Discount applied	0.00				
CGT Discount applied - Collectables	0.00				
Net Capital Gain					
Net capital gain	0.00				
Net capital gain - Collectables	0.00				
Total Net Capital Gain (11A)	0.00				

Nisbet Super Fund

Capital Gains Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

	Total	Discounted	Indexed	Other	Notional
Net Capital Losses Carried Forward to later income					
Net Capital Losses Carried Forward to later income years	0.00				
Net Capital Losses Carried Forward to later income years - Collectables	0.00				
Total Net Capital Losses Carried Forward to later income years (14V)	0.00				

Note

Refer to Realised Gains Report for details of Disposals at a Security level

Refer to Distribution Reconciliation Report for Trust Distribution details at a Security level

28000 - Property Income

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
Farringdon Rd	Agistment	(\$10,039.70)		100%
TOTAL		CY Balance	LY Balance	
		(\$10,039.70)		

Supporting Documents

- General Ledger [Report](#)
- Agistment Calcs Tabooba.pdf

Standard Checklist

- Attach all source documentation e.g. Rental Statements, Lease Statements
- Attach Rental Property Statement Report

Nisbet Super Fund General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Income (28000)					
Agistment (Farringdon Rd)					
30/06/2021	Transfer from NetBank Agist Mar to June			10,039.70	10,039.70 CR
				10,039.70	10,039.70 CR
Total Debits:	0.00				
Total Credits:	10,039.70				

Agistment Calculations 10/03/2021-30/06/2021

Total No of Days for Period: 10/03/2021 30/06/2021 112.00
 Weekly Agistment Fees: \$3.50

		Days	Head Movements	Total Head	\$0.500
10/03/2021	12/03/2021	2.00	38	38	\$38.00
13/03/2021	19/03/2021	6.00	131	169	\$507.00
20/03/2021	12/04/2021	23.00	4	173	\$1,989.50
13/04/2021	4/06/2021	52.00	-1	172	\$4,472.00
4/06/2021	26/06/2021	22.00	-2	170	\$1,870.00
27/06/2021	30/06/2021	3.00	-3	167	<u>\$250.50</u>
		108.00			<u>\$9,127.00</u>
					10%
			GST		\$912.70
			TOTAL DUE FOR PAYMENT:		\$10,039.70

28500 - Transfers In

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
NISCHA00001A	(Transfers In) Nisbet, Charlene Marie - Accumulation (Accumulation)	(\$865,435.73)		100%
TOTAL		CY Balance	LY Balance	
		(\$865,435.73)		

Supporting Documents

- General Ledger [Report](#)
- BUSSQ Rollover Benefits Statement CN.pdf

Standard Checklist

- Attached copies of all Transfer Statements and Rollover Benefits Statements

Nisbet Super Fund General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Transfers In (28500)					
(Transfers In) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)					
15/02/2021	Chq Dep Branch BEAUDESERT			865,435.73	865,435.73 CR
				865,435.73	865,435.73 CR
Total Debits:	0.00				
Total Credits:	865,435.73				



GPO Box 2775
BRISBANE QLD 4001
1800 MY BUSSQ (1800 69 2877)
Fax: 07 3013 8855

04/02/2021



Mrs C Nisbet
29 Egan Road
BEAUDESERT QLD 4285

Dear Mrs Nisbet,

BUSS(Q)
Membership number: 36022841
Partial Withdrawal

In accordance with your application for benefit, please find enclosed cheque payment for the value of \$865,435.73.

Enclosed with this letter is a Rollover Benefits Statement for your records.

Remember you can check your account online at bussq.com.au by registering or logging on to MemberAccess.

Should you have any queries please contact our Customer Service Team on **1800 MY BUSSQ (1800 692 877)**.

Yours sincerely

A handwritten signature in black ink, appearing to read "Linda Vickers". The signature is written in a cursive, flowing style.

Linda Vickers
CEO

Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund Name

3 Postal address

Suburb/town/locality State/territory Postcode
Country if other than Australia

4 (a) Unique Superannuation Identifier (USI)
(b) Member Client Identifier

Section B: Member's details

5 Tax file number (TFN)

6 Full name
Title
Family name
First given name Other given names

7 Residential address

Suburb/town/locality State/territory Postcode
Country if other than Australia

8 Date of birth Day/Month/Year

9 Sex Male Female

10 Daytime phone number (include area code)

11 Email address (if applicable)

Section C: Rollover transaction details

Day/Month/Year

12 Service period start date 23 / 04 / 1990

13 Tax components:

Tax-free component \$ 10,713.29

KiwiSaver tax-free component \$ 0.00

Taxable component:

Element taxed in the fund \$ 854,722.44

Element untaxed in the fund \$ 0.00

TOTAL Tax components \$ 865,435.73

14 Preservation amounts:

Preserved amount \$ 865,435.73

KiwiSaver preserved amount \$ 0.00

Restricted non-preserved amount \$ 0.00

Unrestricted non-preserved amount \$ 0.00

TOTAL Preservation Amounts \$ 865,435.73

Section D: Non-complying funds

15 Contributions made to a non-complying fund on or after 10 May 2006 \$ 0.00

Section E: Transferring fund

16 Fund's ABN 85 | 571 | 332 | 201

17 Fund's name THE TRUSTEE FOR BUILDING UNIONS SUPERANNUATION SCHEME QLD

18 Contact name BUSSQ Contact Centre

19 Daytime phone number (include area Code) 1800 692 877

20 Email address (if applicable) super@bussq.com.au

Section F: Declaration

AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name

JOE NEKIC

Authorised representative signature

JOE NEKIC

Day / Month / Year

Date 03 / 02 / 2021

31500 - Bank Charges

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
31500	Bank Charges	\$9.00		100%
TOTAL		CY Balance	LY Balance	
		\$9.00		

Supporting Documents

- General Ledger [Report](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Nisbet Super Fund General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
01/03/2021	Transaction Fee		6.00		6.00 DR
01/04/2021	Transaction Fee		3.00		9.00 DR
			9.00		9.00 DR

Total Debits: 9.00

Total Credits: 0.00

41960 - Property Expenses - Council Rates & Taxes

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
Farringdon Rd	Farringdon Rd	\$102.00		100%
TOTAL		CY Balance	LY Balance	
		\$102.00		

Supporting Documents

- General Ledger [Report](#)
- Rates.pdf

Standard Checklist

- Attach Agent statements (either monthly or annual)
- Attach any other statements, notices or invoices

Nisbet Super Fund
General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Council Rates & Taxes (41960)					
Farringdon Rd (Farringdon Rd)					
02/06/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Tabooba Rates		102.00		102.00 DR
			102.00		102.00 DR

Total Debits: 102.00

Total Credits: 0.00



82 Brisbane Street (PO Box 25)
 Beaudesert Q 4285
 Ph: (07) 5540 5111
 Fax: (07) 5540 5103
 Email: mail@scenicrim.qld.gov.au
 Web: www.scenicrim.qld.gov.au

TO PAY BY CREDIT CARD:
 Call 1300 061 142
 24 hours, 7 days a week

For more payment options
 see reverse

Issue Date
 19/04/2021

DueDate
 20/05/2021

Pro Rata/Supplementary Rate Notice

ABN: 45 596 234 931

PROPERTY ID. 930428



151993/A/000221 FR-QLD
 Nisbet Custodian Pty Ltd ATF Nisbet Custodian Trust
 29 Egan Road
 BIRNAM QLD 4285

*pd \$102.00 BPay
 2/6/21.*

Legal Description Lot 1 RP 32561
Property Location Farrington Road TABOoba QLD 4285
Rating Period 01/01/2021 to 30/06/2021

TOTAL OF NEW CHARGES \$102.00

Ownership Transfer Fee	\$102.00
------------------------	----------

GROSS TOTAL

\$102.00

Discount only applies if payment is received by the due date

REFER TO BACK OF NOTICE FOR PAYMENT OPTIONS

Turn over for payment options

Property ID	930428
Gross Total	\$102.00
Due Date	20/05/2021



Bill Code: 134445
 Ref No: 9304288

POST billpay



*481 01 00000144 9304288

Phone Pay
 Transaction no.
 Date

Reference Number
 9304288

Amount Paid \$

A000087 447

42010 - Property Expenses - Interest on Loans

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
18/244	Loan from CT Labour Hire	\$4,280.71		100%
TOTAL		CY Balance	LY Balance	
		\$4,280.71		

Supporting Documents

- General Ledger [Report](#)
- 2021 Loan Calc - SMSF - ATO Safe Harbour Rate.pdf

Standard Checklist

- Attach Agent statements (either monthly or annual)
- Attach any other statements, notices or invoices

Nisbet Super Fund
General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Interest on Loans (42010)					
<u>Loan from CT Labour Hire (18/244)</u>					
30/06/2021	Transfer to CBA A/c NetBank Loan Repay 01to06		4,280.71		4,280.71 DR
			4,280.71		4,280.71 DR

Total Debits: 4,280.71

Total Credits: 0.00

Nisbet Family Super

Loan from: _____

Amount Borrowed per Agreement

\$ 200,000.00

Please adjust
Check for A

As per the Loan Facility Agreement, Interest is calculated on the 1st day of each calendar month

The interest has been calculated based on the interest rate per ATO - Safe Harbour 1: Asset acquired is real property

Date	Details	Drawdown	Payment	Interest Rate	Interest	Balance
	Opening Balance					\$ -
7/11/2020	Loan drawdown	\$ 50,000.00				\$ 50,000.00
1/12/2020	Interest			5.100%	\$ 167.67	\$ 50,167.67
1/01/2021	Loan payment		\$ -	5.100%		\$ 50,167.67
1/01/2021	Interest			5.100%	\$ 217.30	\$ 50,384.97
26/02/2021	Loan payment		\$ -	5.100%		\$ 50,384.97
26/02/2021	Loan drawdown	\$ 150,000.00		5.100%		\$ 200,384.97
28/02/2021	Interest			5.100%	\$ 450.24	\$ 200,835.22
28/02/2021	Loan payment		\$ -	5.100%		\$ 200,835.22
31/03/2021	Interest			5.100%	\$ 869.92	\$ 201,705.14
	Loan payment		\$ -	5.100%		\$ 201,705.14
30/04/2021	Interest			5.100%	\$ 845.50	\$ 202,550.64
	Loan payment		\$ -	5.100%		\$ 202,550.64
				5.100%		\$ 202,550.64
31/05/2021	Interest			5.100%	\$ 877.35	\$ 203,427.99
	Loan payment		\$ -	5.100%		\$ 203,427.99
30/06/2021	Interest			5.100%	\$ 852.73	\$ 204,280.71
30/06/2021	Loan payment		\$ 12,500.00	5.100%		\$ 191,780.71
31/07/2021	Interest			5.100%	\$ 830.70	\$ 192,611.41
				5.100%		\$ 192,611.41
	Loan payment		\$ -	5.100%		\$ 192,611.41
31/08/2021	Interest			5.100%	\$ 834.30	\$ 193,445.71
	Loan payment		\$ -	5.100%		\$ 193,445.71
	Loan payment		\$ -	5.100%		\$ 193,445.71
30/09/2021	Interest			5.100%	\$ 810.88	\$ 194,256.59
	Loan payment		\$ -	5.100%		\$ 194,256.59
				5.100%		\$ 194,256.59
31/10/2021	Interest			5.100%	\$ 841.42	\$ 195,098.02
	Loan payment		\$ -	5.100%		\$ 195,098.02
				5.100%		\$ 195,098.02
30/11/2021	Interest			5.100%	\$ 817.81	\$ 195,915.82
	Loan payment		\$ -	5.100%		\$ 195,915.82
				5.100%		\$ 195,915.82
31/12/2021	Interest			5.100%	\$ 848.61	\$ 196,764.44
	Loan payment		\$ -	5.100%		\$ 196,764.44
				5.100%		\$ 196,764.44
31/01/2022	Interest			5.100%	\$ 852.29	\$ 197,616.72
	Loan payment		\$ -	5.100%		\$ 197,616.72
				5.100%		\$ 197,616.72
28/02/2022	Interest			5.100%	\$ 773.14	\$ 198,389.86
	Loan payment		\$ -	5.100%		\$ 198,389.86
				5.100%		\$ 198,389.86
31/03/2022	Interest			5.100%	\$ 859.33	\$ 199,249.19
	Loan payment		\$ -	5.100%		\$ 199,249.19
	Loan payment		\$ -	5.100%		\$ 199,249.19
30/04/2022	Interest			5.100%	\$ 835.21	\$ 200,084.40

	Loan payment		\$ -	5.100%		\$ 200,084.40
				5.100%		\$ 200,084.40
31/05/2022	Interest			5.100%	\$ 866.67	\$ 200,951.07
	Loan payment		\$ -	5.100%		\$ 200,951.07
				5.100%		\$ 200,951.07
30/06/2022	Interest			5.100%	\$ 842.34	\$ 201,793.41
	Loan payment		\$ -	5.100%		\$ 201,793.41
				5.100%		\$ 201,793.41
31/07/2022	Interest			5.100%	\$ 874.07	\$ 202,667.48
	Loan payment		\$ -	5.100%		\$ 202,667.48
				5.100%		\$ 202,667.48
31/08/2022	Interest			5.100%	\$ 877.86	\$ 203,545.33
	Loan payment		\$ -	5.100%		\$ 203,545.33
		\$ 200,000.00			\$ 16,045.33	

st as needed.
TO rate change each year

ayment

ayment

ayment

ayment

\$ 4,280.71

48500 - Income Tax Expense

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
48500	Income Tax Expense	\$8,347.20		100%
TOTAL		CY Balance	LY Balance	
		\$8,347.20		

Supporting Documents

No supporting documents

49000 - Profit/Loss Allocation Account

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
49000	Profit/Loss Allocation Account	\$870,713.30		100%
TOTAL		CY Balance	LY Balance	
		\$870,713.30		

Supporting Documents

No supporting documents

50000 - Members

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	Change
NISCHA00001A	Nisbet, Charlene Marie - Accumulation (Accumulation)		(\$890,435.73)	\$36,367.95		\$4,597.03	(\$849,470.75)	
NISTIM00001A	Nisbet, Timothy Lawrence - Accumulation (Accumulation)		(\$25,000.00)	\$7.28		\$3,750.17	(\$21,242.55)	
	TOTAL	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	
			(\$915,435.73)	\$36,375.23		\$8,347.20	(\$870,713.30)	

Supporting Documents

- Members Summary [Report](#)
- Members Statements [Report](#)

Standard Checklist

- Attach copies of Members Statements

Nisbet Super Fund

Members Statement

Charlene Marie Nisbet
 29 Egan Road
 Beaudesert, Queensland, 4285, Australia

Your Details

Date of Birth : Provided
 Age: 46
 Tax File Number: Provided
 Date Joined Fund: 22/10/2020
 Service Period Start Date: 23/04/1990
 Date Left Fund:
 Member Code: NISCHA00001A
 Account Start Date: 22/10/2020
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 849,470.75
 Total Death Benefit 849,470.75

Your Balance

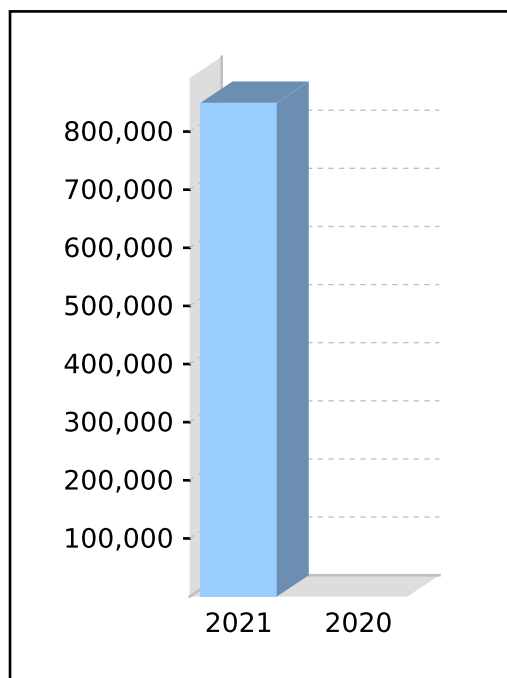
Total Benefits 849,470.75

Preservation Components

Preserved 849,470.75
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free 10,713.29
 Taxable 838,757.46



Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	25,000.00
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	865,435.73
Net Earnings	(36,367.95)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	3,750.00
Income Tax	847.03
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	849,470.75

Nisbet Super Fund

Members Statement

Timothy Lawrence Nisbet
 29 Egan Road
 Beaudesert, Queensland, 4285, Australia

Your Details

Date of Birth : Provided
 Age: 61
 Tax File Number: Provided
 Date Joined Fund: 22/10/2020
 Service Period Start Date:
 Date Left Fund:
 Member Code: NISTIM00001A
 Account Start Date: 22/10/2020
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries N/A
 Vested Benefits 21,242.55
 Total Death Benefit 21,242.55

Your Balance

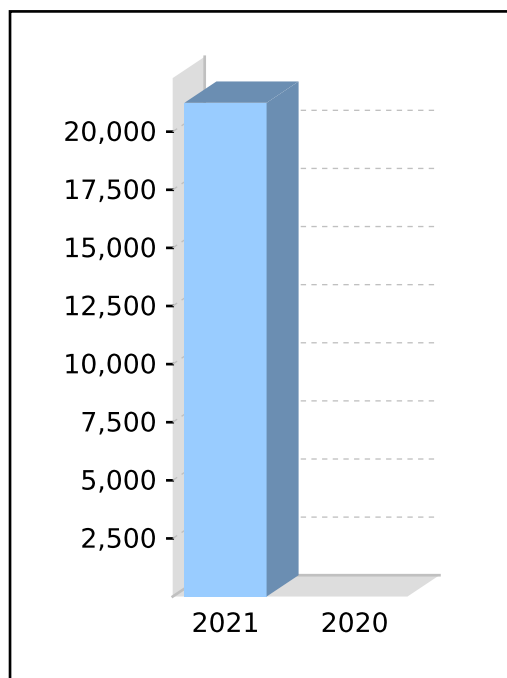
Total Benefits 21,242.55

Preservation Components

Preserved 21,242.55
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free
 Taxable 21,242.55



Your Detailed Account Summary

	This Year
Opening balance at 01/07/2020	
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	25,000.00
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(7.28)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	3,750.00
Income Tax	0.17
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2021	21,242.55

Nisbet Super Fund

Members Summary

As at 30 June 2021

Opening Balances	Increases				Decreases					Closing Balance	
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums		Member Expenses
Charlene Marie Nisbet (Age: 46)											
NISCHA00001A - Accumulation											
	25,000.00	865,435.73	(36,367.95)			3,750.00	847.03				849,470.75
	25,000.00	865,435.73	(36,367.95)			3,750.00	847.03				849,470.75
Timothy Lawrence Nisbet (Age: 61)											
NISTIM00001A - Accumulation											
	25,000.00		(7.28)			3,750.00	0.17				21,242.55
	25,000.00		(7.28)			3,750.00	0.17				21,242.55
	50,000.00	865,435.73	(36,375.23)			7,500.00	847.20				870,713.30

60400 - Bank Accounts

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
CBA10349619	Nisbet Super Fund	\$70,841.21		100%
TOTAL		CY Balance	LY Balance	
		\$70,841.21		

Supporting Documents

- Bank Statement Report [Report](#)
- BS - CBA Business Transaction Account.pdf

Standard Checklist

- Attach Copies of Bank Statements
- Attach copy of Bank Statement Report
- Ensure all Balances match Statement Balances at June 30
- Ensure all Transactions have been entered

Nisbet Super Fund

Bank Statement Report

For The Period 01 July 2020 to 30 June 2021

Chart Code: 60400 / CBA10349619

Account Name: Nisbet Super Fund

BSB and Account Number: 064400 10349619

Opening Balance - **Total Debits** + **Total Credits** = **Closing Balance**
 \$ 1,048,130.44 \$ 1,118,971.65 \$ 70,841.21

Data Feed Used

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
15/02/2021	Chq Dep Branch BEAUDESERT		865,435.73	865,435.73		
23/02/2021	Transfer to other Bank NetBank JamesKLegal Costs	43,496.22		821,939.51		
23/02/2021	Transfer to other Bank NetBank JamesKLegal Costs		43,496.22	865,435.73		
26/02/2021	Direct Credit 301500 CT Labour Hire P Nisbet Super Loan		150,000.00	1,015,435.73		
01/03/2021	Transaction Fee	6.00		1,015,429.73		
01/03/2021	Property settlement	948,527.00		66,902.73		
01/03/2021	Property settlement	1,473.00		65,429.73		
04/03/2021	Settlement costs	42,023.22		23,406.51		
01/04/2021	Transaction Fee	3.00		23,403.51		
02/06/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Tabooba Rates	102.00		23,301.51		
30/06/2021	Transfer to CBA A/c NetBank Loan Repay 01to06	12,500.00		10,801.51		
30/06/2021	Transfer from NetBank TN Personal Conces		25,000.00	35,801.51		
30/06/2021	Transfer from NetBank CN Personal Conces		25,000.00	60,801.51		
30/06/2021	Transfer from NetBank Agist Mar to June		10,039.70	70,841.21		
30/06/2021	CLOSING BALANCE			70,841.21		
		<u>1,048,130.44</u>	<u>1,118,971.65</u>			



Your Statement

Statement 1 (Page 1 of 2)

Account Number 06 4400 10349619

Statement Period 25 Nov 2020 - 31 Dec 2020

Closing Balance Nil

Enquiries 13 1998
(24 hours a day, 7 days a week)

039

NISBET SUPER FUND
29 EGAN RD
BEAUDESERT QLD 4285

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: NISBET FAMILY SUPER PTY LTD AS TRUSTEES
FOR NISBET SUPER FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
25 Nov 2020	OPENING BALANCE			Nil
31 Dec 2020	CLOSING BALANCE			Nil

Opening balance	-	Total debits	+	Total credits	=	Closing balance
Nil		Nil		Nil		Nil



039

NISBET SUPER FUND
 29 EGAN RD
 BEAUDESERT QLD 4285

Account Number 06 4400 10349619

Statement Period 1 Jan 2021 - 31 Mar 2021

Closing Balance \$23,406.51 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: NISBET FAMILY SUPER PTY LTD AS TRUSTEES
 FOR NISBET SUPER FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Jan	2021 OPENING BALANCE			Nil
15 Feb	Chq Dep Branch BEAUDESERT		865,435.73	\$865,435.73 CR
23 Feb	Transfer to other Bank NetBank JamesKLegal Costs	43,496.22		\$821,939.51 CR
26 Feb	Direct Credit 301500 CT Labour Hire P Nisbet Super Loan		150,000.00	\$971,939.51 CR
01 Mar	Transaction Fee	6.00		\$971,933.51 CR
01 Mar	Wdl Branch BEAUDESERT	948,527.00		\$23,406.51 CR
31 Mar	2021 CLOSING BALANCE			\$23,406.51 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
Nil		\$992,029.22		\$1,015,435.73		\$23,406.51 CR



039

NISBET SUPER FUND
 29 EGAN RD
 BEAUDESERT QLD 4285

Account Number 06 4400 10349619

Statement Period 1 Apr 2021 - 30 Jun 2021

Closing Balance \$70,841.21 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: NISBET FAMILY SUPER PTY LTD AS TRUSTEES
 FOR NISBET SUPER FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Apr	2021 OPENING BALANCE			\$23,406.51 CR
01 Apr	Transaction Fee	3.00		\$23,403.51 CR
02 Jun	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Tabooba Rates	102.00		\$23,301.51 CR
30 Jun	Transfer to CBA A/c NetBank Loan Repay 01to06	12,500.00		\$10,801.51 CR
30 Jun	Transfer from NetBank TN Personal Conces		25,000.00	\$35,801.51 CR
30 Jun	Transfer from NetBank CN Personal Conces		25,000.00	\$60,801.51 CR
30 Jun	Transfer from NetBank Agist Mar to June		10,039.70	\$70,841.21 CR
30 Jun	2021 CLOSING BALANCE			\$70,841.21 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$23,406.51 CR		\$12,605.00		\$60,039.70		\$70,841.21 CR



**# 9676.19767.1.1 ZZ258R3 0303 SL.R3.S131.D163.O V06.00.33

72350 - Farming Property

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
Tabooba	TaboobaProperty	1.000000	\$1,000,000.00			100%
TOTAL		CY Units	CY Balance	LY Units	LY Balance	
		1.000000	\$1,000,000.00			

Supporting Documents

- Investment Movement Report [Report](#)
- Final - settlement ltr, account, statement and searches.pdf
- Purchase Contract.pdf
- CMA NISBET_FARRINGDON_ROAD-TABOOBA-QLD_4285 (3).pdf

Standard Checklist

- Attach Investment Movement Report
- Attach relevant Statements and Source Documentation
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the fund's investment strategy
- Ensure the investment is in accordance with the SIS Act

Nisbet Super Fund

Investment Movement Report

As at 30 June 2021

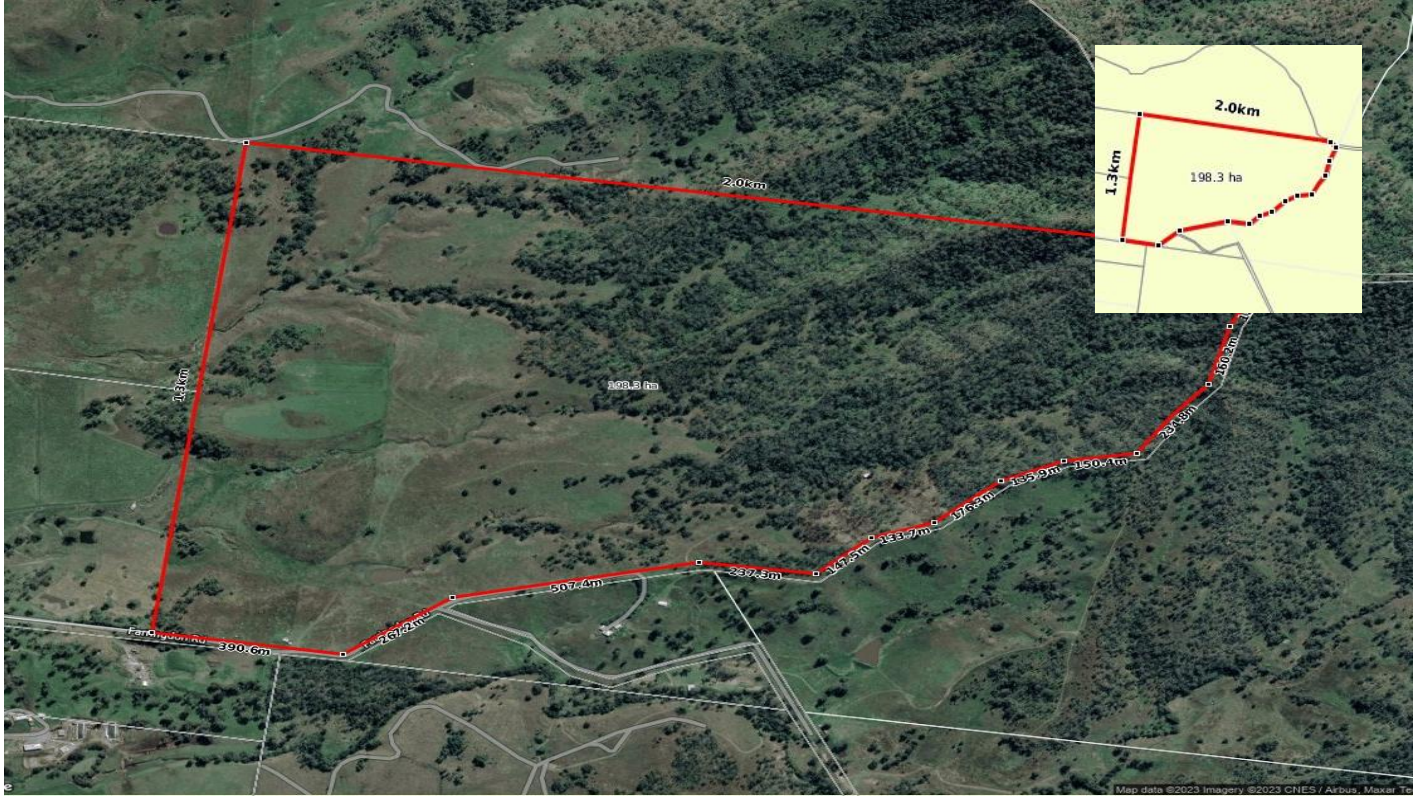
Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
Bank Accounts										
Nisbet Super Fund				1,118,971.65		(1,048,130.44)			70,841.21	70,841.21
				1,118,971.65		(1,048,130.44)			70,841.21	70,841.21
Farming Property										
Tabooba - TaboobaProperty			1.00	1,042,023.22				1.00	1,042,023.22	1,000,000.00
				1,042,023.22					1,042,023.22	1,000,000.00
Limited Recourse Borrowing Arrangements										
CTLH - Loan from CT Labour Hire				8,219.29		(200,000.00)			(191,780.71)	(191,780.71)
				8,219.29		(200,000.00)			(191,780.71)	(191,780.71)
				2,169,214.16		(1,248,130.44)			921,083.72	879,060.50

COMPARATIVE MARKET ANALYSIS

0 FARRINGDON ROAD, TABOOBA, QLD 4285

PREPARED BY RODWELL REALTY EXCLUSIVE PROPERTIES

0 FARRINGDON ROAD, TABOOBA, QLD 4285



Owner Details

Owner Name(s): NISBET CUSTODIAN PTY LTD (TTE)

Owner Address: N/A

Phone(s):

Owner Type:

Owner Occupied

Property Details

Property Type: Vacant Land - Freehold [Issuing]

RPD: L1 RP32561

Valuation Amount: \$800,000 - Unimproved on 30/06/2022

Valuation Amount: \$700,000 - Unimproved on 04/03/2021

Land Use: CATTLE BREEDING & FATTENING

Zoning

Council: SCENIC RIM REGIONAL

Features:



Area: 198.3 ha

Area \$/m2: \$1

Water/Sewerage:

Property ID: 1512496362 /

UBD Ref: UBD Ref:

Nearby Comparable Sold Properties

There are 4 sold properties selected within the radius of 500.0m from the focus property. The lowest sale price is \$600,000 and the highest sale price is \$1,660,000 with a median sale price of \$995,000. Days listed ranges from 6 to 143 days with the average currently at 75 days for these selected properties.

3352 CHRISTMAS CREEK RD, LAMINGTON, QLD

Distance from Property: 21km  3  1  2



Property Type: House
Area: 61.11 ha
Area \$/m2: \$1
RPD: L249 W312573

Sale Price: **\$890,000 (Normal Sale)**
Sale Date: 07/04/2022 Days to Sell: **6 Days**
Last Price: \$890,000 Chg %:
First Price: \$890,000 Chg %:

Features: DECK, FIRE PLACE, IMPROVEMENTS: SECURE PARKING

100 GAP CREEK RD, LAMINGTON, QLD 4285

Also known as: 106 GAP CREEK ROAD

Distance from Property: 20km  -  -  -



Property Type: House
Area: 148.96 ha
Area \$/m2: \$1
RPD: L2-3 RP205362

Sale Price: **\$1,660,000 (Normal Sale)**
Sale Date: 08/04/2022 Days to Sell: **N/A**
Last Price: Chg %:
First Price: Chg %:

Features:

23 DOUGLAS RD, RATHDOWNEY, QLD 4287

Distance from Property: 21km  6  2  2



Property Type: House
Area: 61.29 ha
Area \$/m2: \$2
RPD: L13 WD1938

Sale Price: **\$1,100,000 (Normal Sale)**
Sale Date: 21/06/2022 Days to Sell: **143 Days**
Last Price: Offers Over \$999,000 Chg %:
First Price: Awaiting Price Guide Chg %:

Features: HIGHSET, QUEENSLANDER

132 BROOKS DR, KOORALBYN, QLD 4285

Distance from Property: 16km  3  1  -



Property Type: House
Area: 100.9 ha
Area \$/m2: \$1
RPD: L5 SP133220

Sale Price: **\$600,000 (Normal Sale)**
Sale Date: 22/11/2022 Days to Sell: **N/A**
Last Price: Chg %:
First Price: Chg %:

Features:

0 FARRINGDON ROAD, TABOOBA, QLD 4285



Appraisal Price

This market analysis has been prepared on 08/03/2023 and all information given has been based on a current market analysis for the property listed above. Based on this, we believe this property to be estimated in the following range:

\$1,600,000 to \$1,800,000

Contact your agent for further information:

Name: Rodwell Realty Exclusive Properties
Mobile:
Office: Rodwell Realty Exclusive Properties
Office Phone: +61410310473
Email: kylie@rodwellrealty.com.au

JAMESKLEGAL PTY LTD

(ACN 167982845)

(formerly James Karayanis LL.B., Solicitor)

8 Mortimer Street, Ipswich
PO Box 764
Ipswich, Qld, 4305

Telephone: 07 3202 2700
Facsimile: 07 3281 8348
E: office@jamesklegal.com.au

Principal: Graeme Hancock

Our Ref: GH:ME:2020/217
18 March 2021

Mr & Mrs T.L. & C.M. Nisbet
12 Mulgara Street
DEEBING HEIGHTS. QLD. 4305
BEAUDESERT. QLD. 4285

Dear Mr & Mrs Nisbet

RE: NISBET CUSTODIAN PTY LTD AS TRUSTEE
Property: Farringdon Road, TABOOBA. QLD. 4285

Congratulations, settlement of your purchase was effected on 4th March, 2021.

We **enclose** our settlement statement for your information.

We have now registered the Transfer and enclose Registration Confirmation Statement for your records.

There was no rate, water and sewerage access charges at settlement.

We **enclose** copies of our search results for your information.

It can take 6-8 weeks for Government authorities to record the change of ownership. In the meantime you may receive an account addressed to the previous owner which may be payable by you. Please contact our office if you have any questions.

As this matter is now complete, we take this opportunity to thank you for your instructions and **enclose** our Memorandum of Costs which we note has been paid in full.

Yours faithfully
JAMESKLEGAL PTY LTD

per: *Graeme Hancock*

Encl.

SETTLEMENT STATEMENT

Matter No: 2020/217
Re: Nisbet Custodian Pty Ltd
Property: Lot 1 Farringdon Road, Tabooba

Settlement Date: 4th March, 2021
Adjustment Date:
Contract Date: 28th January, 2021
Settlement Place: Peter Atkinson & Company Level 17 - 344 Queen Street Brisbane
Settlement Time: 3.30pm

Contract Price	\$1,000,000.00
Less Deposit	<u>\$ 50,000.00</u>
BALANCE ON SETTLEMENT	<u>\$ 950,000.00</u>

CHEQUE DETAILS:

1	John Vincent Waters	\$475,000.00
2	Paul Michael Waters	<u>\$475,000.00</u>
		<u>\$950,000.00</u>

JAMESKLEGAL PTY LTD

SOLICITOR

Principal: Graeme Hancock

ABN 73 167 982 845

8 Mortimer Street

PO Box 764, Ipswich Q 4305

Telephone: 07 3202 2700

Facsimile: 07 3281 8348

Email: office@jamesklegal.com.au

ESTIMATED MEMORANDUM OF ACCOUNT/TAX INVOICE

Our Reference: GH:ME:2020/217

The Trustees

Nisbet Custodian Pty Ltd as Trustee

29 Egan Road

BEAUDESERT. QLD. 4285

RE: PURCHASE FROM WATERS

Property: Farringdon Road, Tabooba

TO OUR COSTS of receiving your instructions to act on your behalf in relation to the above matter as per Law Society of Queensland guidelines (usually \$819.50 inc GST but discounted for you)

GST

\$64.50 \$709.50

OUTLAYS

Stamp Duty	\$0.00	\$38,025.00
Contract Price - \$1,000,000.00		
Priority Notice	\$0.00	\$37.00
Council Search (rates)	\$11.84	\$166.98
Local Water Authority (special water meter reading)	\$5.74	\$63.14
Titles Office Searches	\$4.82	\$130.96
Land Tax Search	\$4.56	\$50.14
Contribution to settlement funds (approx)	\$0.00	\$950,000.00
Settlement Agent fee (DocSearch)	\$5.00	\$55.00
Registration fees on Transfer	\$0.00	\$3,229.00
Bank cheques x 2	\$0.00	\$20.00
Postage, petties and office expenses	\$11.50	\$106.50
		<hr/>
		\$992,593.22
Less Amount paid on Account		\$600.00
Less Amount paid on Account		\$948,497.00
Less Amount paid on Account		<hr/>
		\$43,496.22

AMOUNT OWING

- \$0.00

Account dated 23.02.21

With Compliments

JAMESKLEGAL PTY LTD

Per: *Graeme Hancock*

E. & O.E.

NB. Please note such Account is subject to change if further outlays are incurred.

Liability limited by a scheme approved under professional standards legislation

For Internet payment:

Jamesklegal Pty Ltd Trust Account, ANZ Bank, BSB 014 314 A/C No 1932 59288

(Important: Please quote file number as a reference)

REGISTRATION CONFIRMATION STATEMENT

DEPARTMENT OF RESOURCES, QUEENSLAND

Title Reference : 15320109

This is the current status of the title as at 14:39 on 10/03/2021

REGISTERED OWNER

Dealing No: 720636814 08/03/2021

NISBET CUSTODIAN PTY LTD A.C.N. 645 319 464

TRUSTEE

UNDER INSTRUMENT 720636814

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 32561
Local Government: SCENIC RIM

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10431187 (POR 43)
Deed of Grant No. 10799002 (POR 91)

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
710887349	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	09/08/2007 12:10	CURRENT

UNREGISTERED DEALINGS - NIL

DEALINGS REGISTERED

720636814 TFR TO TTEE

** End of Confirmation Statement **

EV Dann

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 4971220
Email: office@jamesklegal.com.au
JAMESKLEGAL PTY LTD
Office: IPSWICH
Box: 118

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 36255511

Search Date: 09/02/2021 14:40

Title Reference: 15320109

Date Created: 15/01/1970

Previous Title: 11242230

REGISTERED OWNER

Interest

JOHN VINCENT WATERS

1/2

PAUL MICHAEL WATERS

1/2

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 32561
Local Government: SCENIC RIM

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10431187 (POR 43)
Deed of Grant No. 10799002 (POR 91)
2. MORTGAGE No 602280085 (G854613) 18/11/1982
TO THE NATIONAL BANK OF AUSTRALASIA LIMITED

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
710887349	VEG NOTICE	09/08/2007 12:10	CURRENT

VEGETATION MANAGEMENT ACT 1999

UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT THE STATE OF QUEENSLAND (NATURAL RESOURCES, MINES AND ENERGY) [2021]
Requested By: D-ENQ SAI GLOBAL

Your ref 66446012
Our ref 1591173
Phone 1300 300 734



12 February 2021

SAI Global Property
Property Helpdesk
Level 20/535 Bourke Street
MELBOURNE VIC 3000

LAND TAX CLEARANCE CERTIFICATE

This certificate is issued pursuant to sections 59 & 60 of the *Land Tax Act 2010* on information provided by the applicant. The office accepts no responsibility for the resultant advice should that information be incorrect or insufficient.

In respect of the subject land I certify that there is no land tax unpaid up to and including 30 June 2021 provided all details supplied remain unaltered until this date.

Vendors	Purchasers
JOHN VINCENT WATERS	Nisbet Custodian Pty Ltd as trustee
Land Description	Parish
Lot 1 on Plan RP32561	TELEMON

Anticipated date of possession: 4 March 2021

Note: If the actual date of possession is not in the same financial year as the anticipated date of possession, then this certificate is not valid.

Mark Jackson
Commissioner of State Revenue



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 658975

Date: 09/02/21

Search Request reference: 66446012:101386186

Applicant details

Applicant: Graeme Hancock, JAMESKLEGAL PTY LTD

Buyer: Nisbet Custodian Pty Ltd as trustee

Search response:

Your request for a property search on Lot 1 on Plan **RP32561** at **Farrington Road TABOOBA QLD 4285** has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to State Assessment and Referral Agency for assessment of the impact to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport and Infrastructure interests under the SARA layers to identify what interests TMR has in your locality.
<<https://planning.dsdmip.qld.gov.au/maps/sara-da>>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
<<https://planning.dsdmip.qld.gov.au/maps/spp>>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

QUEENSLAND LAND REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

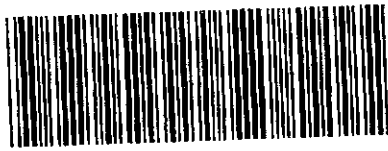
GENERAL REQUEST

FORM 14 Version 3

Page 1 of 1

Dealing Number

Duty Imprint



710887349

NO FEE

09/08/2007 12:10

TA VMN

the Land Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

Vegetation Management Notice under the "Vegetation Management Act 1999"

Lodger (Name, address & phone number)

Natural Resources and Water
C/- Vegetation Management
PO Box

Lodger Code

TA945

2. Lot on Plan Description

Lot 3 on RP 79725
Lot 6 on RP79725
Lot 1 on CP W311375
Lot 2 on RP 196966

County

Ward
Ward
Ward
Ward

Parish

Telemon
Telemon
Telemon
Telemon

Title Reference

12904209
12904210
15320109
16618201

3. Registered Proprietor/State Lessee

John Vincent Waters
Paul Michael Waters

4. Interest

Estate in fee simple

5. Applicant

Department of Natural Resources and Water, Toowoomba

6. Request

I hereby request that: the Registrar of Titles note on the above mentioned Title/s an Administrative Advice that Property map of assessable vegetation No2006/010483 has been made pursuant to Section 70B of the "Vegetation Management Act 1999"

7. Execution by applicant

Execution Date

27/7/2007

Applicant's or Solicitor's Signature

Delegate for the Director General, Dept Natural Resources and Water

.....
Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Handwritten notes at top right.

Handwritten notes in middle right.

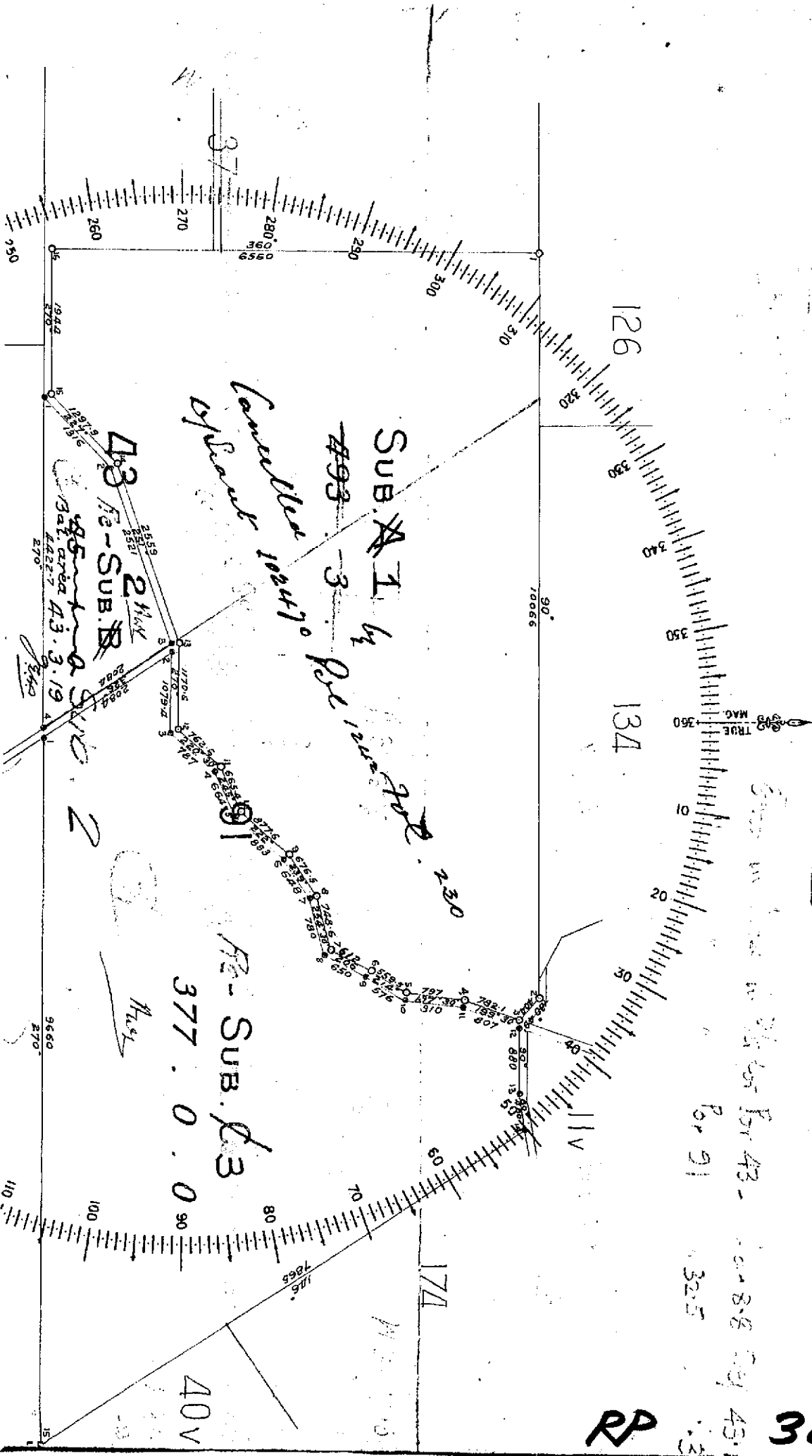
SURVEY OFFICE
01310 # 21 JAN 1913
QUEENSLAND.

RESUB. B. SEE D.G. VOL. 4385 FOLS 122 + 121

For Additional Plan & Document Notings Refer to CISP

32561

RP





82 Brisbane Street
 PO Box 25
 BEALIBERT QLD 4285
 Tel: 07 5540 5111
 Fax: 07 5540 5103

mail@scenicrim.qld.gov.au
 www.scenicrim.qld.gov.au
 ABN: 45 596 234 931

PROPERTY CERTIFICATE - FINANCIAL

SAI Global Limited
 PO Box 447
 SOUTH MELBOURNE VIC 3205

Our Reference: CerR21/0247 - 18574
Your reference: 66616399:101616004
Purchase: Not Disclosed from Waters.
Legal Description: Lot 2 RP 196966, Lot 3 RP 79725, Lot 1 W 311375
Property Address: 438 Christmas Creek Road TABOOBA QLD 4285

Rates/Charges for Half Year 01/01/2021 to 30/06/2021	\$
Domestic Garbage & Recycling	191.50
General Rate Category 9	2,784.68
Separate Chg - Community Infrastructure	186.00
Special Charge Rural Fire	16.50
State Govt Emergency Management Levy Group 1	13.70
State Govt Emergency Management Levy Group 2	55.30
Discount Allowed:	-139.23
Payments/Adjustments:	-3,108.45
Amount Payable:	0.00

Ownership Transfer Fees

An Ownership Transfer Fee will be levied on the Purchaser - exemptions apply. Details may be obtained from Council's Rates Section, telephone (07) 5540 5111.

Average Valuation: \$905,000

OTHER CHARGES ON LAND

Declared Plants

No Pest Control Notice currently applicable to this property.

Overgrown Allotment

No Overgrown Allotment Notice currently applicable to this property.

GENERAL REMARKS

Where updated information is requested after 30 days from the issue date a new rates search request and subsequent fee is required.

The statements contained herein are not guaranteed, although they are based on information which is believed to be accurate and reliable. It must be understood that no liability can be accepted for any error or omission. Other matters may be known to Council which are in some way privileged but available from other sources of information available on payment of the requisite fee and making the required application. Council accepts no responsibility for your failure to make due enquiry on either count.

Issued 23 February 2021

Contract for Commercial Land and Buildings

Eighth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Land and Buildings in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

A CONTRACT DATE

NOTE 1

28th January 2021

B AGENT:

NAME: Not Applicable

ADDRESS: STREET: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

ABN/ACN: _____ LICENCE NO: _____

C SELLER:

NAME: JOHN VINCENT WATERS and PAUL MICHAEL WATERS

ADDRESS: STREET: 439 Christmas Creek Road

SUBURB: TABOOBA STATE: QLD POSTCODE: 4285

PHONE: _____ FAX: _____ MOBILE: 0409 579 973 (John)
0423 029 155 (Paul) EMAIL: _____

ABN/ACN: _____

D SELLER'S SOLICITOR:

NAME: W.T. Atthow Solicitor

ADDRESS: STREET: 45 Brisbane Street
(P O Box 33)

SUBURB: BEAUDESERT STATE: QLD POSTCODE: 4285

PHONE: 5541 2292 FAX: _____ MOBILE: _____ EMAIL: blair@wtatthow.com.au

ABN/ACN: _____

INITIALS (Note: Initials not required if signed with Electronic Signature)

CN J.V.W. P.M.W. J.C.W.

E BUYER:

NAME: NISBET CUSTODIAN PTY LTD AS TRUSTEE

ADDRESS: STREET: 29 Egan Road

SUBURB: BEAUDESERT STATE: QLD POSTCODE: 4285

PHONE: FAX: MOBILE: EMAIL: cma@live.com.au

ABN/ACN: 645 319 464

F BUYER'S SOLICITOR:

NAME: James K Legal (Attention: Vicki Loise-Rasmussen)

ADDRESS: STREET: P O Box 764

SUBURB: IPSWICH STATE: QLD POSTCODE: 4305

PHONE: 3202 2700 FAX: MOBILE: EMAIL: office@jamesklegal.com.au

ABN/ACN:

G DEPOSIT HOLDER:

NAME: W.T. Atthow Solicitor PHONE: 5541 2292

H LAND:

Address: ~~Farrington Road~~ *at 700 P.O. J.L.W.* **Farrington Road**

Suburb: TABOOBA STATE: QLD POSTCODE: 4285

Present use: (if any) Grazing

Description: Lot 1 RP 32561

Title reference: 15320109 Area: 493 acres ■ more or less

NOTE 2 (See warning)

NOTE 3

Type of holding: Lease No:

Local Government: Scenic Rim Regional Council

I IMPROVEMENTS INCLUDED IN SALE:

NOTE 4

Nature of Buildings: Yards, Bores, Tanks

Unless excluded below, the Purchase Price includes all partitions, stoves, hot water systems, wall-to-wall floor coverings, drapes and tracks, blinds, light fittings, clothes lines, hoists, fixed television or satellite antennae or dishes, in-ground shrubs and all fixtures as inspected by the Buyer.

Exclusions: Nil

J OTHER CHATELS INCLUDED IN SALE: ■ Attach inventory if insufficient space

Solar Pump

INITIALS (Note: Initials not required if signed with Electronic Signature)

CN TW RW J.L.W.

K THE LAND IS SOLD AS:

Choose which applies

Freehold

Subject to the reservations exceptions and conditions in the deed of grant

Leasehold

Subject to the conditions of the Crown leasehold title

L ENCUMBRANCES:

Is the Property sold subject to any Encumbrances? No Yes, listed below

Administrative Advice 710887349

Statutory Easements in favour of Public Authorities for provision of services

WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

M LEASES AND SERVICE CONTRACTS:

NOTE 5 See Lease Schedule and Service Contract Schedule.

N PURCHASE PRICE:

\$ 1,000,000.00 (ONE MILLION DOLLARS)

O DEPOSIT:

\$ 50,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$

Balance Deposit (if any) payable on:

Deposit Holder's Trust Account: W.T. Atthow Law Practice Trust Account

Bank: Suncorp Bank Beaudesert

BSB: 484 799

Account No: 453 671 755

P DEFAULT INTEREST RATE:

CLAUSE 11 & NOTE 6

%

If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

Q SETTLEMENT DATE:

On or Before 35 days from Contract Date or the next Business Day if that is not a Business Day in the city or town in item R

R CITY OR TOWN FOR SETTLEMENT:

CLAUSES 25.1 & 25.2

Beaudesert

FINANCE

NOTE 7

SUBJECT TO FINANCE:

If this Contract is subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.

CLAUSE 31

NOT SUBJECT TO FINANCE:

If this Contract is not to be subject to finance then Items S, T and U must be deleted and initialled and Item V shall apply.

S LENDER OR CLASS OF LENDER:

INITIALS (Note: Initials not required if signed with Electronic Signature)

Handwritten initials: ON TUV RW JZ W

T THE APPROVAL DATE:

The _____ day of _____
DAY MONTH YEAR

OR the next Business Day if that is not a Business Day in the city or town in item R

U AMOUNT OF LOAN:

\$ _____

V

THIS CONTRACT IS NOT SUBJECT TO FINANCE AND CLAUSE 31 OF THE STANDARD COMMERCIAL CONDITIONS DOES NOT APPLY.

W NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with Section 83 of the
Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:
(select whichever is applicable)

*is not affected by any application to, or an order made by, the Queensland Civil
and Administrative Tribunal (QCAT) in relation to a tree on the Land

*is affected by an application to, or an order made by, QCAT in relation to a tree on
the Land, a copy of which has been given to the Buyer prior to the Buyer signing
the contract.

■ **WARNING:** Failure to comply with s83 Neighbourhood
Disputes (Dividing Fences and Trees Act 2011) by
giving a copy of an order or application to the Buyer
(where applicable) prior to Buyer signing the contract
will entitle the Buyer to terminate the contract prior to
Settlement.

X BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: Not Applicable

■ If 'Inspection Date' is not completed, the contract is not subject to an inspection report and
clause 35 does not apply.

INITIALS (Note: Initials not required if signed with Electronic Signature)

ON T W R W JAW.

GST TABLE

GOODS AND SERVICES TAX – WARNING

Marking the GST items in the GST Table may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST items and not rely on the Agent to complete the GST items.

Notes to completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST1 is marked:
 - items GST2 and GST3 must not be marked;
 - despite any markings of Items GST2 and GST3, Clauses 34.4, 34.5 and 34.6 do not apply.
- C. If the Yes box in item GST2 is marked:
 - items GST1 and GST3 must not be marked;
 - despite any marking of Items GST1 and GST3, Clauses 34.4, 34.5 and 34.7 do not apply.

GST1 Going Concern:

Is this a sale of a Going Concern? Yes
If Yes, clause 34.7 (If the Supply is a Going Concern) applies.
Otherwise clause 34.7 (If the Supply is a Going Concern) does not apply.
If the Yes box is marked, do not complete items GST2 and GST3.

■ **WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

GST2 Margin Scheme:

Is the Margin Scheme to apply to the sale of the Property? Yes
If Yes, clause 34.6 (Margin Scheme) applies. ■ If the Yes box is marked, do not complete Items GST1 and GST3.
Otherwise clause 34.6 (Margin Scheme) does not apply.
The Seller must not apply the Margin Scheme to the Supply of the Property if clause 34.6 does not apply.

GST3 Inclusive or Exclusive Purchase Price:

Does the Purchase Price include GST? Mark 1 box only

<input type="checkbox"/> Yes	If Yes, clause 34.4 (Purchase Price includes GST) applies.
<input checked="" type="checkbox"/> No	If No, clause 34.5 (Purchase Price Does Not Include GST) applies

■ Do not complete item GST3 if Item GST1 (Going Concern) or Item GST2 (Margin Scheme) are marked Yes.

If neither box is marked or if both boxes are marked, clause 34.4 (Purchase Price Includes GST) applies.

GST WITHHOLDING OBLIGATIONS

Buyer Warranty

Is the Buyer registered for GST and acquiring the Land for a creditable purpose? (select whichever is applicable)

■ **WARNING:** the Buyer warrants in clause 4.5 that this information is true and correct.

Yes

No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement]

W T M P O J W

LEASE SCHEDULE*

See Clause 32 of Standard Commercial Terms

LEASE 1:

Name of Tenant: _____
Use: _____
Location/Tenancy No: _____
Area of Tenancy (m² approx.): _____
Current Rent per Annum: \$ _____ inclusive of outgoings exclusive of outgoings
Current Commencement Date: _____
Current Lease Term: _____
Remaining Options:
Option 1 Term _____ years
Option 2 Term _____ years
Option 3 Term _____ years
Tenant Car Park: No.: _____ Rate \$ _____ per annum per month

LEASE 2:

Name of Tenant: _____
Use: _____
Location/Tenancy No: _____
Area of Tenancy (m² approx.): _____
Current Rent per Annum: \$ _____ inclusive of outgoings exclusive of outgoings
Current Commencement Date: _____
Current Lease Term: _____
Remaining Options:
Option 1 Term _____ years
Option 2 Term _____ years
Option 3 Term _____ years
Tenant Car Park: No.: _____ Rate \$ _____ per annum per month

* Attach further Schedule if insufficient space.

SERVICE CONTRACT SCHEDULE*

See Clause 32 of Standard Commercial Terms

CONTRACT 1:

Contractor: _____
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

CONTRACT 2:

Contractor: _____
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

CONTRACT 3:

Contractor: _____
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

INITIALS (Note: Initials not required if signed with Electronic Signature)

CN TMM f.w. J.A.W.

CONTRACT 4:

Contractor:

Service Performed:

Cost:

\$	<input type="checkbox"/> per annum <input type="checkbox"/> per quarter <input type="checkbox"/> per month

CONTRACT 5:

Contractor:

Service Performed:

Cost:

\$	<input type="checkbox"/> per annum <input type="checkbox"/> per quarter <input type="checkbox"/> per month

**Attach further Schedule if insufficient space.*

INITIALS (Note: Initials not required if signed with Electronic Signature)

CN T M W. for W.

SPECIAL CONDITIONS

A. In this clause:

"GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used to have the meanings as defined in the GST Act.

- (i) The Sellers warrant that a farming business has been carried-on on the land comprised in this sale for more than five years before the date of this agreement.
- (ii) The Buyers warrant that, on and after completion of this sale, a farming business will be carried-on on the land.
- (iii) In the event of the Sellers being liable for GST, because of the Buyers' failure to comply with (ii):
 - (a) the Buyers agree to pay to the Sellers, within 14 days after the Sellers' liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
 - (b) the Sellers shall deliver to the Buyers, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.
- (iv) This Special Condition will not merge on completion of this Contract. For the avoidance of doubt, if for any reason (other than a breach of the Sellers' warranty in clause A(i)) before or after completion GST is assessed on the supply made under this Contract, the Buyers must pay to the Sellers the amount payable by the Sellers as GST on the relevant supply together with any accrued interest or penalties immediately upon demand by the Sellers and that amount will be recoverable by the Sellers from the Buyers as a liquidated debt.

B. No claim for compensation shall be made or allowed if the existing boundary fences of the property do not agree with the boundary lines given in the instrument of title relating to the property or by reason of any part of the boundary fences not being erected on the actual boundaries and the Buyers shall accept the said boundary fences as now enjoyed by the Sellers.

C. Due Diligence/Buyer's Investigations

1. The Sellers agree to consent to the Buyer making such investigations into the property as the Buyer may choose to make.
2. The Sellers agree, upon the request of the Buyer, to sign all such documents, forms or consents as may be required to enable the Buyer to carry out its investigations.
3. The costs of making all such investigations shall be payable by the Buyer.
4. This Contract is conditional upon the Buyer being satisfied with the results of its investigations before the expiration of 21 days from the Contract Date.
5. The Buyer must give notice to the Sellers in writing on or before the expiration of 21 days from the Contract Date that:
 - (i) the results of its investigations are not satisfactory to the Buyer and the Buyer terminates this Contract. The Buyer must act reasonably; or
 - (ii) Clause C4 has either been satisfied or waived by the Buyer.
6. The Seller may terminate this Contract by notice in writing to the Buyer if notice is not given under clause C5 by 5.00 p.m. on the twenty-first day after the Contract Date. This is the Sellers' only remedy for the Buyer's failure to give notice.
7. The Sellers' right under clause C6 is subject to the Buyer's continuing right to terminate this Contract under clause C5(i) or waive the benefit of this condition by giving written notice to the Sellers of the waiver.

The approval by The Real Estate Institute of Queensland Limited and the Queensland Law Society Inc does not extend to any alterations to the printed text of the Standard Commercial Terms or to any Special Conditions of this Contract. The Standard Commercial Terms may need to be added to or varied by inserting specifically prepared Special Conditions in this Contract. If the printed text of the Standard Commercial Terms is altered, or Special Conditions are included, it is recommended that the Seller and the Buyer consult their respective legal advisers prior to signing this Contract.

INITIALS (Note: Initials not required if signed with Electronic Signature)

ON TWR 100 J.A.W.

SIGNATURES:

BUYER'S SIGNATURE:

T. Lawrence

By signing this contract I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

TIMOTHY LAWRENCE
NISBET - Director

WITNESS:

D. Wilder

[Note: No witness is required if the Buyer signs using an Electronic Signature]

WITNESS NAME:

DARCY WILDER

BUYER'S SIGNATURE:

Charlene Marie Nisbet

By signing this contract I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

CHARLENE MARIE NISBET
- Director

WITNESS:

D. Wilder

[Note: No witness is required if the Buyer signs using an Electronic Signature]

WITNESS NAME:

DARCY WILDER

SELLER'S SIGNATURE:

J. Vincent Waters

By signing this contract I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

JOHN VINCENT WATERS

WITNESS:

R. Blair Atthow

[Note: No witness is required if the Seller signs using an Electronic Signature]

WITNESS NAME:

ROBERT BLAIR ATTHOW
SOLICITOR

SELLER'S SIGNATURE:

P. Michael Waters

By signing this contract I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

PAUL MICHAEL WATERS

WITNESS:

R. Blair Atthow

[Note: No witness is required if the Seller signs using an Electronic Signature]

WITNESS NAME:

ROBERT BLAIR ATTHOW
SOLICITOR

DEPOSIT HOLDER'S ACKNOWLEDGEMENT:

\$ 50,000.00

NOTE 8

The Deposit Holder acknowledges having received \$50,000.00 as the Deposit or on account of the Deposit and agrees to hold that amount and any balance of the Deposit when received as Deposit Holder for the parties as provided in this Contract.

Deposit Holder's Signature:

R. Blair Atthow

Licence No.: _____

ROBERT BLAIR ATTHOW
SOLICITOR

W.T. ATTHOW
SOLICITOR
P.O. BOX 33

INITIALS (Note: Initials not required if signed with Electronic Signature)

W T A L W J. V W

Standard Commercial Terms | Commercial Land and Buildings

Eighth Edition © Copyright

1. DEFINITIONS

1.1 In this Contract, terms in **bold** in the Reference Schedule have the meanings shown opposite them and unless the context otherwise indicates:

- (a) **"Agent"** means the person named in Item B and includes auctioneer;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Bond"** includes any security for payment of rent or other monies or performance of any obligation pursuant to any Lease;
- (e) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the city or town named in Item R; or
 - (iii) a day in the period 27 to 31 December (inclusive)
- (f) **"Buyer"** means the party named in Item E;
- (g) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- NOTE 6 (h) **"Contract Rate"** means the rate of interest at the Contract Date published by the Queensland Law Society Incorporated for the purposes of clause 11;
- (i) **"Deposit"** means the sum stated in Item O;
- (j) **"Deposit Holder"** means the person named in Item G or, where no person is named in Item G, the Agent;
- (k) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (l) **"Encumbrances"** includes but is not limited to:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (m) **"Enterprise"** means the enterprise (as the term is defined in the GST Act) carried on using the Property;
- (n) **"Financial Institution"** means a bank, building society or credit union;
- (o) **"GST"** means the goods and services tax under the GST Act;
- (p) **"GST Act"** means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;
- (q) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (r) **"Guarantee"** means a guarantee or an undertaking in relation to any tenant or occupier under a Lease;
- (s) **"ITAA"** means the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997;
- (t) **"Item"** means an item of particulars in the Reference Schedule;
- (u) **"Keys"** means implements or instruments necessary for the

purposes of fastening or unfastening:

- (i) the lock on any gate, door, grille, shutter or lift which secures any means of entrance to or exit from the Land (whether or not such gate, door, grille, shutter or lift forms part of the Property);
 - (ii) any other lock attached to or included in the property; and includes electronic devices and written records of all codes and combinations necessary for the purposes of fastening or unfastening any such lock;
 - (v) **"Land"** means the land described in Item H;
 - (w) **"Lease"** means all leases, subleases, agreements for lease, agreements for sublease and tenancy agreements whether oral or in writing, and as the context admits, licences and rights to occupy, and which are set out in the Lease Schedule;
 - (x) **"Local Government"** means the relevant local government (and includes the Brisbane City Council);
 - (y) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*.
 - (z) **"Property"** means the property listed in Items H, I and J and includes any part of the Property;
 - (aa) **"Purchase Price"** means the sum stated in Item N;
 - (bb) **"Rent"** means base rent, turnover rent, percentage rent, contributions to outgoings and any money payable by a tenant to the Seller.
 - (cc) **"Security Interests"** means all security interests registered on the PPSR over the Property;
 - (dd) **"Seller"** means the party named in Item C;
 - (ee) **"Service Contract"** for the purposes of clause 32 of this Contract means any contract between the Seller and another party pertaining to services performed for the benefit of the Property, which are capable of assignment, and which are set out in the Service Contract Schedule and **"Service Contractor"** means any party performing those services;
 - (ff) **"Settlement Date"** means the date stated in Item Q or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Contract;
 - (gg) **"Site Value"** means:
 - (i) in the case of non-rural land, site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the *unimproved* value of the Land under the *Land Valuation Act 2010*;
 - (hh) **"Solicitor"** means a solicitor currently entitled to practice in Australia whether acting as principal or agent;
 - (ii) **"Transport Infrastructure"** has the meaning in the *Transport Infrastructure Act 1994*; and
 - (jj) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 12 Unless the contrary is shown, the contract shall be deemed to have been formed on the date of this Contract and the date of this Contract shall be deemed to be the date stated in Item A.
- 13 Any reference in this Contract to a statute includes:
- (a) any statute amending, consolidating or replacing the statute; and
 - (b) Orders in Council, proclamations, regulations, rules, by-

INITIALS (Note: Initials not required if signed with Electronic Signature)

CN T M R W. Jan

laws and ordinances made under the statute.

- 14 In this Contract, unless inconsistent with the context or subject matter, where the term "Item" is used in conjunction with a particular letter of the alphabet, it is a reference to the Item set opposite the letter referred to.
- 15 Any defined terms used in any part of this Contract shall have the same meaning when used in any other part of this Contract.
- 16 The marginal notes in the Reference Schedule are references to clauses or notes, as the case may be, in the Standard Commercial Terms.
- 17 This Contract shall be governed by the laws of Queensland.
- 18 Headings and notes have been included for ease of reference and guidance and this Contract shall be construed without reference to them.

2. BUSINESS DAYS

- 21 If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

3. DEPOSIT

- 31 The Deposit shall be paid by the Buyer to the Deposit Holder at the times stated in Item O.

- 32 If the Buyer:

- (a) fails to pay the Deposit as provided in clause 3.1;
- (b) pays the Deposit by cheque which is post-dated; or
- (c) pays the Deposit by cheque which is not honoured on presentation;

then, the Buyer shall be in substantial breach of this Contract and the Seller may:

- (i) affirm this Contract and exercise the rights expressed in clause 13.2; or
- (ii) terminate this Contract and exercise the rights expressed in clause 13.3.

- 33 The rights and powers conferred by clause 3.2 are in addition to any other rights the Seller may have at law or in equity.
- 34 The Deposit shall be retained by the Deposit Holder until settlement or earlier termination of this Contract whereupon the Deposit Holder shall pay the Deposit to the person entitled to it.
- 35 If this Contract is terminated pursuant to the provisions of clauses 7.6, 9.3(a), 19, 20.1, 21.1, 31.2(a), 32.2, 32.3(b) or 35.4, the Deposit and other moneys paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be but without interest, costs or damages and the same shall be accepted by the Buyer in full and final satisfaction of all claims.

4. SETTLEMENT AND POSSESSION

- 41 The balance of the Purchase Price shall be paid on the Settlement Date as the Seller or the Seller's Solicitor directs in exchange for:

- (a) possession of the Property (such possession to be vacant except for any Lease);
- (b) a properly executed transfer for the Land in favour of the Buyer capable of immediate registration (after stamping) in the appropriate office free from Encumbrances (other than those set out in Item L) and title to the Property (other than the Land) free from Encumbrances (other than those set out in Item L) but subject to the conditions of this Contract;
- (c) any declaration required, by the *Duties Act 2001* to be furnished to procure the stamping of the transfer;
- (d) such other instruments or declarations as are required by law to be signed by the Seller to procure the stamping and/or registration of the transfer;
- (e) except as otherwise provided in this Contract, any instrument of title for the Land required to register the transfer;
- (f) notices of assignment issued pursuant to clause 16.5;

NOTE 9

- (g) all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property and which are exclusive to the Property;
- (h) true copies of all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property but which are not exclusive to the Property;
- (i) the Certificate of Classification pursuant to the *Building Act 1975* appropriate to the uses stated in Item H (if the improvements on the Land may not be lawfully occupied unless such certificate has issued);
- (j) all plans and drawings relating to the construction of the improvements on the Land in the possession or control of the Seller; and
- (k) all documents in the possession or control of the Seller which the Buyer would reasonably require to enable the Buyer to manage the Property and to prepare returns under the ITAA.

- 42 If both of the following apply:

- (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
- (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 4.1, the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

- 43 For clause 4.2 and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

- (a) the Property includes items in addition to the Land and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,

in which case the market value of the Land and Improvements will be as stated in the valuation.

- 44 If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification form* ("Form 1"); and

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(ii) a *GST Property Settlement Date Confirmation* form ("Form 2");

(c) on or before settlement, the Buyer must give the Seller copies of:

- (i) the Form 1;
- (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
- (iii) confirmation from the ATO that the Form 2 has been lodged; and
- (iv) a completed ATO payment slip for the Withholding Amount;

(d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and

(e) the Seller must pay the GST Withholding Amount to the ATO in compliance with s 14-250 of the Withholding Law promptly after settlement.

45 The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

5. KEYS

51 Immediately on settlement, the Seller shall deliver all Keys, which are in the possession or under the control of the seller, in accordance with any notice given in writing by the Buyer to the Seller and failing such notice, the Seller shall deliver the Keys:

- (a) to the Buyer, if the Buyer is present personally at settlement;
- (b) to the Buyer's solicitor at settlement, if the Buyer is not present personally;
- (c) to the Seller's Agent at the address shown in Item B, if neither the Buyer nor any solicitor acting for the Buyer is present personally at settlement;
- (d) to and will leave the keys at the Property if none of the provisions of clauses 5.1(a), 5.1(b) or 5.1(c) are applicable.

52 At or prior to settlement, the Seller shall make a written record of all codes and combinations necessary for the purposes of fastening or unfastening any lock referred to in the definition of Keys.

6. INVESTMENT OF DEPOSIT

61 If either party directs by notice in writing to the Deposit Holder to invest the Deposit then (where the Deposit Holder is lawfully able) the Deposit Holder shall invest the Deposit with any Financial Institution permitted by law for the investment of trust monies until the Settlement Date.

62 If this Contract is completed, all interest accruing on the investment of the Deposit shall be shared equally between the Seller and the Buyer. If this Contract is not completed for any reason, the interest accruing on the Deposit shall be paid to the party entitled to the Deposit upon termination of this Contract.

63 The Deposit and any accrued interest shall be invested at the risk of the party to whom the Deposit and accrued interest is ultimately payable and the Deposit Holder shall not be liable for any loss suffered by the parties in consequence of an investment pursuant to clause 6.1.

64 To facilitate investment of the Deposit, each party shall notify its tax file number to the Deposit Holder within 4 Business Days following the date of this Contract.

65 The parties authorise the Deposit Holder to prepare and lodge any taxation return necessary in respect of the Deposit and interest and to pay any tax assessed out of the Deposit and interest and indemnify the Deposit Holder against any taxation assessed in respect of such interest.

66 The Seller and the Buyer shall be deemed to be presently entitled in equal shares to any interest accrued for the purposes of ITAA.

7. SELLER'S STATEMENT

7.1 The Buyer is not entitled to deliver to the Seller requisitions or enquiries on or to the Seller's title to the Property.

7.2 The Seller states that, except as disclosed in this Contract, each of the following statements is accurate at the time the Seller executes this Contract:

- (a) the Seller has free and unqualified capacity and power to contract and to complete this Contract;
- (b) the Seller is not under any legal disability which affects the Seller's capacity to contract and to complete this Contract; and
- (c) if the Seller is a trustee, the Seller has free and unqualified power of sale under the instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this Contract or the settlement of this Contract.

7.3 The Seller states that, except as disclosed in this Contract, each of the following statements will be accurate at the Settlement Date:

- (a) there is no current litigation by any person claiming an estate or interest in the Property;
- (b) there is no unsatisfied judgment, order or writ of execution which affects the Property;
- (c) no order has been made under Part 11 of the *Property Law Act 1974* which would operate as a charge on the Land;
- (d) there is no order of a Court or other competent authority affecting the ability of the Seller to complete this Contract;
- (e) no notice has been issued by a competent authority or proceedings instituted in a Court pursuant to any statute whereby the interest of the Seller in the Property may be rendered liable to forfeiture to the Crown;
- (f) if the Land is Crown leasehold title, the Crown leasehold title is not rendered liable to forfeiture by reason of the non-observance or non-performance of the covenants or conditions of the lease;
- (g) if the Seller is a natural person, the Seller is not a bankrupt nor has the Seller signed any authority under section 188 of the *Bankruptcy Act 1966* (Cth);
- (h) if the Seller is a corporation within the meaning of the *Corporations Act 2001* (Cth):
 - (i) the Seller is not in liquidation;
 - (ii) no action has been taken by or against the Seller which could lead to the winding up of the Seller;
 - (iii) an administrator, controller or managing controller has not been appointed to the Seller or in respect of the whole or any part of the Property; and
 - (iv) a compromise or arrangement has not been proposed between the Seller and its members or creditors nor agreed to by the members or creditors nor sanctioned by a Court; and
- (i) the Seller is the registered owner or the lessee of the Land (according to the title expressed or implied in this Contract).

7.4 If a statement contained in either clause 7.2 or clause 7.3 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

7.5 If this Contract is terminated pursuant to clause 7.4, the Deposit and other moneys paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be and the Seller shall be liable by way of damages as compensation for the loss suffered by the Buyer in such sum as at the time this Contract was made was reasonably foreseeable as the loss liable to result, and which does in fact result from a termination of this Contract due to a statement contained in either clause 7.2 or clause 7.3 not being accurate.

7.6 (1) The Seller warrants that, except as disclosed in this Contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the date of this

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Contract:

- (a) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of a notifiable activity being conducted on the Land; and
 - (b) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (2) If the Seller breaches a warranty in clause 7.6(1), the Buyer may:
- (a) terminate this Contract by notice in writing to the Seller given 14 days after the date of this Contract; or
 - (b) complete this Contract and claim compensation, but only if the Buyer claims it in writing before settlement of this Contract.
- 7.7 If requested by the Buyer, the Seller within 14 days of such request shall:
- (a) produce to the Buyer all unregistered documents relating to the Property and full and proper particulars of all unregistered dealings that so relate; and
 - (b) deliver to the Buyer photocopies of such documents or dealings (if the dealings are in writing) certified by the Seller or the Seller's solicitor as being true copies.

8. ERRORS AND MISDESCRIPTIONS

- 8.1 If there is any immaterial mistake or error in the description or particulars of the Property or as to title, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 8.2 If there is any material mistake or error in the description or particulars of the Property or as to title and the Buyer does not exercise any right which the Buyer has at law to terminate this Contract, the Buyer shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

9. SURVEY AND INSPECTION

- 9.1 The Buyer shall be entitled to conduct a survey of the Land to ascertain the boundaries and area of the Land and to establish the location of structures purporting to be on the Land or on adjoining land.
- 9.2 If there is any immaterial error in the boundaries or area of the Land or any immaterial encroachment, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 9.3 If there is any material error in the boundaries or area of the Land or any material encroachment, the Buyer shall be entitled to elect by notice in writing to the Seller given on or before the Settlement Date either:
- (a) to terminate this Contract; or
 - (b) to complete this Contract with compensation, in which event the Buyer shall be entitled to such compensation as the case may require and shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

10. EXECUTION AND PRODUCTION OF DOCUMENTS

- 10.1 Subject to compliance by the Buyer with the Buyer's obligations under or by virtue of this Contract and subject to clause 10.2, the Seller shall as required do all acts and execute all documents necessary for the purpose of completing the sale and ensuring that the Buyer obtains a good and valid title to the Property.
- 10.2 All transfer documents, any declaration required pursuant to clause

4.1(c), and all instruments or declarations required pursuant to clause 4.1(d) shall be prepared by and at the expense of the Buyer and delivered to the Seller within a reasonable time prior to the Settlement Date.

- 10.3 If so requested by the Buyer, the Seller shall deliver to the Buyer, prior to the Settlement Date, photocopies of the documents executed by the Seller.
- 10.4 After execution of the transfer, if so requested by the Buyer and upon payment of the usual production fee by the Buyer, the Seller shall cause the transfer to be tendered to the Office of State Revenue for stamping, together with any declaration referred to in clause 4.1(c) and thereupon the Seller shall be deemed to have complied with the Seller's obligations under clause 4.1(c).
- 10.5 If an instrument of title is required to register a transfer of the Land and the instrument of title relating to the Land also relates to other land, the Seller shall not be obliged to deliver it to the Buyer but shall enter into such reasonable covenants with the Buyer as the Buyer may require for production of the instrument of title.
- 10.6 If the instrument of title is partially cancelled the Seller shall not be obliged to produce a separate instrument of title on settlement.
- 10.7 Where either clause 10.5 or clause 10.6 applies, the Buyer shall bear the cost of any new instrument of title relating to the Land.

11. INTEREST ON LATE PAYMENTS

- 11.1 The Buyer must pay interest at the annual rate in Item P:
- (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- 11.2 Interest continues to accrue:
- (a) under clause 11.1(a), from the date it is due until paid; and
 - (b) under clause 11.1(b), from the date of judgement until paid.
- 11.3 Any amount payable under clause 11.1(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- 11.4 Nothing in this clause affects any other rights of the Seller under this contract or at law.

12. DIVIDING FENCES

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of construction of any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

13. BUYER'S DEFAULT

- 13.1 If the Buyer:
- (a) fails to pay the balance of the Purchase Price as provided in clause 4; or
 - (b) fails to comply with any of the terms or conditions of this Contract;
- then the Seller may:
- (i) affirm this Contract; or
 - (ii) terminate this Contract.
- 13.2 If the Seller affirms this Contract pursuant to clause 3.2 or clause 13.1, the Seller may:
- (a) sue the Buyer for damages for breach or for specific performance and damages in addition to or instead of damages for breach; and
 - (b) recover from the Buyer as a liquidated debt the Deposit or any part of it which the Buyer has failed to pay and shall pay the Deposit or any part of the Deposit which is recovered to the Deposit Holder.
- 13.3 If the Seller terminates this Contract pursuant to clause 3.2 or clause 13.1, the Seller may elect to:
- (a) declare the Deposit (or so much of it as shall have been paid) forfeited and/or sue the Buyer for breach; or

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- (b) declare the Deposit (or so much of it as shall have been paid) forfeited and/or resell the Property and if the resale is completed within 2 years from the date of termination any deficiency and any expense arising from such resale shall be recoverable by the Seller from the Buyer as liquidated damages;

and in either case the Seller may recover from the Buyer as a liquidated debt the Deposit or any part of it which has not been paid by the Buyer.

- 134 The rights and powers conferred upon the Seller by this clause 13 are in addition to any other right or power which the Seller may have at law or in equity.

14. PARTICULARS OF ADJUSTABLE ITEMS

- 141 Within a reasonable time after written request by the Buyer prior to the Settlement Date, the Seller shall deliver to the Buyer:

- (a) a written statement of all rates, taxes, outgoing, rents and profits not capable of discovery by search or enquiry in any office of public record or pursuant to the provisions of any statute in respect of the Property; and
- (b) (where the Land is subject to a Lease) a written statement disclosing to the extent the same is not disclosed in the Lease Schedule:
- (i) the names and postal addresses of any tenant or other occupier of the Land;
- (ii) the amounts, the due days for and the manner of payment of all periodic sums payable in respect of the Lease;
- (iii) the date to which the same shall have been paid; and
- (iv) the amounts of any Bond held from any such tenant or other occupier and the identity of the party holding such Bond.

- 142 If the Seller becomes aware of any information at any time between the date of delivering any such statement and settlement the effect of which is or may be to render such statement untrue in a material respect the Seller shall immediately disclose that information to the Buyer by notice in writing.

- 143 The Seller warrants that every such statement shall be true at the Settlement Date.

15. ADJUSTMENTS

- 151 The Seller shall pay or discharge all rates, taxes (including land tax) and other outgoing (except insurance premiums on insurances effected by the Buyer) with respect to the Property up to and including the date of possession.

- 152 The Buyer shall pay or discharge all rates, taxes (including land tax) and other outgoing with respect to the Property from the date of possession.

- 153 Except for water charges based on the quantity of water used all rates, taxes and outgoing shall be apportioned:

- (a) in the case of those paid by the Seller, on the amount actually paid;
- (b) in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
- (c) in the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment; and
- (d) in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Land for the assessment period immediately prior to the date of possession, on the amount payable in that separate assessment disregarding any discount for early payment.

- 154 Any rates in the nature of water rates and which are not determined by reference to water usage shall be apportioned in accordance with clause 15.3. Any water charges based on the quantity of water used shall be adjusted in accordance with the following provisions:

- (a) the Buyer, at the expense of the Buyer, shall read or procure the reading of any water meter installed on the Land no more than 5 days and no less than 3 days prior to the date of possession, and shall inform the Seller of the results of the water meter reading;

- (b) the deemed water usage in litres for the whole of the current rating period for water charges ("the deemed water usage") shall be calculated as the amount which is directly proportionate to the water usage between the date of commencement of the current rating period for water charges and the date of the water meter reading referred to in clause 15.4(a) (no allowance being made for seasonal or other factors);

- (c) the likely assessment of water charges for the deemed water usage shall be calculated by using the method and rates then being used by the Local Government or other water supplier ("the likely assessment");

- (d) the likely assessment shall then be apportioned.

- 155 Land tax shall be apportioned

- (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Land was the Seller's only land; or

- (b) If there is no separate Site Value for the Land, on a notional Site Value equal to:

$$\frac{\text{Site Value of the parcel} \times \text{Area of the Land}}{\text{Area of the parcel}}$$

- 156 If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the balance of the Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 15.3.

16. RENTS AND PROFITS GUARANTEES AND BONDS

- 161 The rents and profits with respect to the Property shall benefit the Seller up to and including the date of possession and thereafter shall benefit the Buyer and shall be dealt with as follows:

- (a) all unpaid rents and profits in respect of any period terminating on or prior to the date of possession shall not be apportioned between the parties on settlement but shall be recoverable by the Seller in accordance with clause 16.3;

- (b) all rents and profits paid in advance of the date of possession shall be apportioned between the parties on settlement;

- (c) all rents and profits payable in respect of any period current at the date of possession which have not been paid at the Settlement Date shall be apportioned when received by either party.

- 162 If on settlement a deduction is made in respect of any Bond, the Buyer shall following settlement keep the Seller indemnified in that respect.

- 163 The Seller assigns to the Buyer, subject to the settlement of this Contract and with effect from the Settlement Date:

- (a) the benefit of all conditions contained in any Leases on the part of the tenant or other occupier of the Land given in favour of the Seller or any predecessors in title of the Seller;

- (b) the benefit of all terms and conditions contained in the Service Contracts (subject to the consent of the Service Contractor); and

- (c) the benefit of all Guarantees or Bonds held by the Seller in respect of the Leases which are capable of assignment,

provided that all unpaid rents and profits in respect of any period terminating on or prior to the date of possession not apportioned

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upon settlement shall not be assigned to the Buyer but be recoverable by the Seller and to that extent Section 117 of the *Property Law Act 1974* shall not apply.

- 164 The Buyer agrees to retain records relating to the Leases and to produce the Leases and any records relating to the Leases in any proceedings commenced by the Seller to recover any unpaid rents and profits.
- 165 The Seller shall prepare and execute appropriate notices to give effect to the assignments in clause 16.3.

17. LIABILITY OF BUYER

- 17.1 The Property shall be at the risk of the Seller until 5:00pm on the next Business Day after the date of this Contract and then the risk shall pass to the Buyer. The Seller whilst continuing in possession will use the Property with reasonable care.
- 17.2 From the date of this Contract until settlement, the Seller shall use best endeavours to administer the Property and properly enforce the Leases in accordance with the usual practice of the Seller. Should any matter or circumstance arise which may materially affect the proper performance of the terms of any Lease by any party, the Seller shall immediately notify the Buyer in writing.
- 17.3 In addition to the obligations contained in clause 17.2, the Seller shall not without the prior written consent of the Buyer which shall not be unreasonably withheld:
- (a) accept or agree to accept a surrender of any Lease;
 - (b) grant any Lease for any part of the Property which is vacant at the date of this Contract or which may become vacant prior to settlement;
 - (c) consent to the variation of any Lease, proposed assignment or any other dealing concerning any Lease; or
 - (d) negotiate or set new rent.

18. ACCESS

- 18.1 The Seller shall permit the Buyer or any person authorised by the Buyer to enter the Property on the Settlement Date for the purpose of checking the inventory of chattels (if any) and ascertaining the existence and state of repair of the Property.
- 18.2 The Seller shall permit any person authorised by the Buyer in writing upon reasonable written notice to enter the Property on one occasion for the purposes of reading any water, gas, electricity or other meter.

19. CONSENTS

If any consent is required by statute to the sale or the performance of any obligation under or by virtue of this Contract, this Contract is subject to such consent being given and the party who is required, by the statute, to obtain such consent ("Applicant") shall apply for the consent and pursue the application. The Applicant shall pay all costs and fees (other than the other party's solicitor's) in respect of the application. The other party shall if and when required by the Applicant immediately join in the application and/or shall supply such information as shall be reasonably required in support of the application. If the consent is refused or not granted by the Settlement Date then either party may by notice in writing to the other terminate this Contract.

20. REQUIREMENTS OF AUTHORITIES

- 20.1 If it is established that at the date of this Contract the Local Government has given to the Seller or some other person a notice in writing pursuant to sections 247 and 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* in respect of any building or structure on the Land and the notice is current at the Settlement Date the Buyer may by notice in writing to the Seller given on the Settlement Date terminate this Contract.
- 20.2 Except for any notice referred to in clause 20.1 or a tree order disclosed under s 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, any valid notice or order issued pursuant to any statute or by any Local Government or Court necessitating the doing of work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land:

- (a) if issued before the date of this Contract shall be fully complied with by the Seller in a proper and workmanlike manner on or before the Settlement Date; or
- (b) if issued on or after the date of this Contract shall be fully complied with by the Buyer who shall indemnify the Seller in respect of the compliance with the notice or order.

If without default of the Buyer this Contract is terminated, the Seller shall pay to the Buyer on demand any amount expended by the Buyer in complying with any notice or order which was of the nature of a capital expenditure or has resulted in a benefit to the Seller.

21. PROPERTY ADVERSELY AFFECTED

21.1 If at the Contract Date:

- NOTE 2
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or error as to the Seller's title to the Property;
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*, and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

21.2 If no notice is given under clause 21.1, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.

21.3 The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

21.4 Before the Settlement Date, the Seller must give the Buyer:

- (a) copies of all documents relating to any unregistered interests in the Property; and
- (b) further copies of details if those previously given cease to be complete or accurate.
- (c) if requested by the Buyer, copies of all Security Interests or sufficient details of the Security Interests to enable the Buyer to undertake a search of the PPSR.

22. NO WARRANTY ON PRESENT USE

No warranty is implied that the use of the Property as described in Item H is permissible under any town planning scheme and no compensation is payable if the particulars stated in Item H are not correct.

23. COSTS

The parties shall pay their own costs of and incidental to the sale and purchase but all stamp duty on this Contract and any duty in respect of the conveyance by the Seller to the Buyer shall be paid by the Buyer and if not paid by the Buyer may be paid by the Seller and recovered from the Buyer as a liquidated debt.

24. MERGER

Despite settlement and despite the registration of the transfer in favour of the Buyer, any general or special condition (or any part

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or parts thereof) to which effect is not given by settlement or registration and which is capable of taking effect after settlement or registration shall remain in full force and effect.

25. TIME AND PLACE FOR SETTLEMENT

25.1 Settlement shall be effected at such time and place as may be agreed upon by the parties. The time for settlement shall be between the hours of 9:00am and 4:00pm AEST on the Settlement Date.

25.2 In the absence of agreement as to place, settlement shall be effected in the city or town named in Item R at:

- (a) the office of a solicitor or financial institution nominated by the Seller; or
- (b) if the Seller does not make a nomination at the land registry office in or nearest to the city or town in Item R.

25.3 Despite clause 25.2 if a mortgage is to be discharged on settlement the Seller may by notice in writing to the Buyer given not less than 2 Business Days prior to the Settlement Date require settlement to take place at the office of the Seller's mortgagee in the city or town named in Item R or if such mortgagee does not have an office in that city or town at the office of such mortgagee in Queensland nearest to that city or town.

26. TIME OF THE ESSENCE

26.1 Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement and except as otherwise provided in this Contract.

26.2 Clauses 26.2 to 26.8 apply if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:

- (i) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
- (ii) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.

26.3 Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

26.4 An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.

26.5 When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.

26.6 When the Suspension Period ends, whether notice under clause 26.5 has been given or not, either party may give the other party a Notice to Settle.

26.7 A Notice to Settle must be in writing and state:

- (i) that the Suspension Period has ended; and
- (ii) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
- (iii) that time is of the essence.

26.8 When Notice to Settle is given, time is again of the essence of the contract.

26.9 In this clause 26:

- (i) "Affected Party" means a party referred to in clause 26.2;
- (ii) "Delay Event" means:
 - (a) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (b) riot, civil commotion, war, invasion or a terrorist act;
 - (c) an imminent threat of an event in paragraphs (a) or (b); or
 - (d) compliance with any lawful direction or order by a Government Agency;

(iii) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;

(iv) "Settlement Obligations" means, the obligations of the buyer and Seller under clause 4;

(v) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

27. NOTICES, COMMUNICATIONS, AUTHORITY DIRECTIONS, ETC

27.1 Notices under this contract must be in writing.

27.2 Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

27.3 Notices under this contract or required to be given by law may be given by:

- (a) delivering or posting to the other party or its solicitor; or
- (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
- (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).

27.4 Subject to clause 27.5, a notice given after this contract is entered into in accordance with clause 27.3 will be treated as given:

- (a) 5 Business Days after posting;
- (b) if sent by facsimile, at the time indicated on a clear transmission report; and
- (c) if sent by email, at the time it is sent.

27.5 Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

27.6 If two or more notices are treated as given at the same time under clause 27.5, they will be treated as given in the order in which they were sent or delivered.

27.7 Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

27.8 For the purposes of clause 27.3(c) and clause 36.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

28. REMOVAL OF FIXTURES FITTINGS AND CHATTELS

28.1 Unless otherwise agreed between the parties any property not sold under this Contract (other than property of any tenant or other occupier of the Land) shall be removed from the Land prior to delivery of possession.

28.2 The Seller shall at the Seller's own expense reinstate and make good prior to delivery of possession any damage done to the improvements in removing that property and if the Seller fails to do so the Buyer may do so and recover the costs of so doing from the Seller as a liquidated debt.

28.3 Any of that property not so removed shall be deemed abandoned by the Seller and the Buyer may without prejudice to any other remedy complete this Contract and appropriate or remove or otherwise dispose of that property as the Buyer thinks fit.

28.4 Any costs incurred by the Buyer in removing that property or in making good any damage done to the improvements in such removal may be recovered by the Buyer from the Seller and the Seller shall indemnify and hold indemnified the Buyer from and against all claims, demands, actions, costs, judgments and expenses which the Buyer may suffer or incur by reason of any other person claiming any interest in that property.

29. CHATELS

- 29.1 Title to any chattels agreed to be sold by or under this Contract shall pass at settlement.
- 29.2 The Seller assigns to the Buyer subject to the settlement of this Contract and with effect from the Settlement Date, the benefit of all warranties capable of assignment held by the Seller in respect of the chattels agreed to be sold. The Seller shall deliver to the Buyer at settlement all documents in the possession or control of the Seller evidencing the warranties referred to in this clause which would be sufficient to enable the Buyer to enforce those warranties.

30. APPOINTMENT OF AGENT

In the absence of any specific appointment the Seller by executing this Contract confirms the appointment of the Seller's Agent (jointly with any other agent in conjunction with whom the Seller's Agent has sold) as the agent of the Seller to introduce a buyer.

31. FINANCE CLAUSE

- 31.1 If Items S, T and U are not deleted, this Contract is subject to the Buyer obtaining approval of a loan from the lender or class of lender specified in Item S on or before the approval date specified in Item T not less than the amount of loan specified in Item U on terms satisfactory to the Buyer. The Buyer must take reasonable steps to obtain the approval.

NOTE 7

- 31.2 The Buyer may give notice to the Seller that:
- (a) approval has not been obtained by the approval date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- 31.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 31.2 by 5pm on the approval date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 31.4 The Seller's right under clause 31.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 31.2.

32. PROPERTY SOLD SUBJECT TO LEASES AND SERVICE CONTRACTS

32.1 Seller's Statement

Where the Property is sold subject to any Lease or Service Contract, the Seller states that, except as disclosed in this Contract, each of the following statements shall be accurate at the Settlement Date:

- (a) the particulars in the Lease Schedule and the Service Contract Schedule are true and correct;
- (b) that no circumstances exist as far as the Seller is aware that would render any Lease liable to forfeiture nor has the Seller agreed to a surrender of any Lease;
- (c) that all Leases and Service Contracts have been disclosed to the Buyer prior to execution of this Contract;
- (d) the Seller is not aware of any breach by the Seller of any Lease or Service Contract;
- (e) where any of the Leases are subject to the application of the *Retail Shop Leases Act 1994* ("Act"), the following further statements by the Seller apply:
 - (i) as far as the Seller is aware the Seller has in all respects complied with the Act in relation to the Leases;
 - (ii) no Lease is subject to an existing or renewed retail tenancy dispute within the meaning of the Act;
 - (iii) there are no mediation agreements, Queensland Civil and Administrative Tribunal proceedings or orders in existence in respect of any Lease;
 - (iv) no tenant has notified the Seller requesting the right to

renew any Leases for a further period;

- (v) no tenant has made a claim upon the Seller to pay compensation for loss or damage suffered by the tenant by virtue of sections 43, 46G or 46K of the Act nor are there any circumstances existing to the Seller's knowledge which might give rise to a claim for such compensation.

32.2 Inaccurate Statement

If a statement contained in clause 32.1 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

32.3 Acceptance of Lease and Service Contract Terms

- (a) Within 7 days of the date of this Contract, the Seller will deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts together with a written statement that they constitute the whole of every agreement or arrangement with each of the tenants stated in those Leases or with each of the Service Contractors in those Service Contracts.

(b) If:

- (i) the Seller does not deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts pursuant to clause 32.3(a); or
- (ii) true copies of all Leases and Service Contracts have been delivered pursuant to clause 32.3(a) and the Buyer is not satisfied with any of the terms and conditions of any Lease or Service Contract,

then in the case of clause 32.3(b)(i) the Buyer shall be entitled to terminate this Contract by notice in writing to the Seller or in the case of clause 32.3(b)(ii) the Buyer shall be entitled to terminate this Contract by written notice to the Seller within 7 days from the date upon which all Leases and Service Contracts have been delivered.

- (c) If the Buyer does not give written notice to the Seller pursuant to clause 32.3(b)(i) or 32.3(b)(ii), the Buyer agrees to be bound by the terms and conditions of each Lease and Service Contract disclosed by the Seller in the Lease Schedule and the Service Contract Schedule from the Settlement Date as if the Buyer were named as lessor in such Lease or as a contracting party in such Service Contract in substitution for the Seller.
- (d) With respect to Service Contracts, clause 32.3(c) will apply subject to the consent of the Service Contractor.
- (e) The amounts paid or payable in respect of the Service Contracts shall be outgoings for the purposes of clause 15 and shall be apportioned accordingly.

33. FOREIGN BUYER APPROVAL

NOTE 10 The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

34. GOODS AND SERVICES TAX

34.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

34.2 Reference Schedule and Notes

The Reference Schedule and the Notes to Completion are part of this clause 34.

34.3 Taxable Supply

This clause 34 applies where the transaction is:

- (a) a Taxable Supply; or
- (b) not a Taxable Supply because it is the Supply of a Going Concern.

34.4 Purchase Price Includes GST

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If this clause 34.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

34.5 Purchase Price Does Not Include GST

If this clause 34.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

34.6 Margin Scheme

Warning: The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 34.6 applies:

- (a) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property;
- (b) the Seller:
 - (i) must apply the Margin Scheme to the Supply of the Property; and
 - (ii) warrants that the Margin Scheme is able to be applied;
- (c) if the Seller breaches clause 34.6(b)(i) or its warranty under clause 34.6(b)(ii) then:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date.
 - (ii) if the Buyer does not terminate this Contract under clause 34.6(c)(i) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (iii) the Buyer is entitled to compensation from the Seller if there is a breach of clause 34.6(b).

34.7 If the Supply is a Going Concern

Warning: The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 34.7 applies:

- (a) the Purchase price does not include any amount for GST;
- (b) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (c) the Seller warrants that:
 - (i) between the date of this Contract and the Settlement Date the Seller will carry on the Enterprise; and
 - (ii) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (d) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (e) if either of the warranties in clause 34.7(c) is breached:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date;
 - (ii) if the Buyer does not terminate this Contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (iii) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will

receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit:

- (iv) the Buyer is entitled to compensation from the Seller if there is a breach of the warranty;
- (f) if the warranty in clause 34.7(d) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (g) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

34.8 Adjustments

Where this Contract requires an adjustment or apportionment of outgoings or rent and profits of the Property, that adjustment or apportionment must be made on the amount of the outgoing, rent or profit exclusive of GST.

34.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

34.10 No Merger

To avoid doubt, the clauses in this clause 34 do not merge on settlement.

34.11 Remedies

The remedies provided in clauses 34.6(c), 34.7(e) and 34.7(f) are in addition to any other remedies available to the aggrieved party.

35. BUILDING AND PEST INSPECTION REPORTS

35.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

35.2 The Buyer must give notice to the Seller that:

- (1) a satisfactory report under clause 35.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (2) clause 35.1 has been either satisfied or waived by the Buyer.

35.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

35.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 35.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

35.5 The Seller's right under clause 35.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 35.2.

36. ELECTRONIC SETTLEMENT

36.1 Application of Clause

- 36.1.1. Clause 36 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this Contract to the extent of any inconsistency.
- 36.1.2. Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 36.1.1.
- 36.1.3. Clause 36 (except clause 36.5.3) ceases to apply if either party gives notice under clause 36.5 that settlement will not be an Electronic Settlement.

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36.2 Completion of Electronic Workspace

- 36.2.1. The parties must:
- (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- 36.2.2. If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- 36.2.3. If any part of the Purchase Price is to be paid to discharge an Outgoing:
- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current invoice for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- 36.2.4. If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 36.2.4(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract; and
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

36.3 Electronic Settlement

- 36.3.1. Clauses 10.2, 10.3, 25.2 and 25.3 do not apply.
- 36.3.2. Payment of the balance of the Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 4.1.
- 36.3.3. The Seller and Buyer will be taken to have complied with:
- (a) clause 4.2(c), (e) and (f); and
 - (b) clause 4.4(d) and (e).
- (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- 36.3.4. The Seller will be taken to have complied with clauses 4.1(b), (c), (d), (f), (g) (h), (i), (j) and (k) and clause 5 if:
- (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- 36.3.5. A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- 36.3.6. Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

- 36.3.7. Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

36.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

36.5 Withdrawal from Electronic Settlement

- 36.5.1. Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- 36.5.2. A notice under clause 36.5.1 may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
- (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- 36.5.3. If clause 36.5.2 applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

36.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

36.7 Definitions for clause 36

In clause 36:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

"Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

37. ELECTRONIC CONTRACT AND DISCLOSURE

37.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

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The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

38. COUNTERPARTS

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

NOTES AND WARNINGS

NB. where any specific items are not required delete and initial

NOTE 1 Insert, in Item A, the date of signing by the last party to sign.

NOTE 2 Describe, in Item H, the actual use presently being made of the Land and/or the improvements, e.g. commercial etc.

WARNING - Refer to clause 21.1(a). **Before this Contract is signed the Seller should ensure** that the present use described in Item H is a lawful use.

For example, if a business is being carried on at a dwelling house in a residential zone, that use may be unlawful unless town planning consent exists. This **warning applies whether the Buyer intends to continue the use stated in Item H or not.** If the use is not lawful or if there is a doubt about the use, this should be drawn to the Buyer's attention and, if the Buyer agrees, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 21.1(a).

NOTE 3 If freehold, do not complete "Type of Holding" or "Lease No".

NOTE 4 Describe in general terms, e.g. factory, warehouse etc.

NOTE 5 Particulars should be inserted in the Lease Schedule and the Service Contract Schedule.

NOTE 6 The Contract Rate is published each month in "The Proctor".

NOTE 7 If this Contract is to be subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.

If this Contract is not to be subject to finance Items S, T and U must be deleted and initialled and Item V shall apply.

If known, state name of lender in Item S. If not known, state class, e.g. trading bank, savings bank, building society, insurance company, credit union, or other class of lending institution. Do not insert the words "finance company" but insert the specific name (or names) of a finance company.

The date in Item T should be at least 14 days prior to the Settlement Date.

The dollar amount of the loan being sought must be inserted in Item U. Do not insert the words "sufficient to complete this purchase" or words of a similar effect.

NOTE 8 The Deposit Holder should sign with his or her personal signature.

If the Deposit Holder is a partnership, a member of the partnership should sign in the partnership name.

If the Deposit Holder is a company, the acknowledgment should be signed in accordance with the *Corporations Act 2001*, s 127 or by a person duly authorised to sign acknowledgments of Deposit Holder on behalf of the company.

NOTE 9 A Seller which is a corporation should note that to ensure the Property is free from Encumbrances it may be necessary to provide evidence at settlement that the Property has been released from or is not subject to a security interest given by the Seller.

NOTE 10 If this Contract is to be made subject to the approval of the Commonwealth Treasurer being obtained, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 33.

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ON T M P W J. J. W.

73900 - Limited Recourse Borrowing Arrangements

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
CTLH	Loan from CT Labour Hire		(\$191,780.71)			100%
TOTAL		CY Units	CY Balance	LY Units	LY Balance	
			(\$191,780.71)			

Supporting Documents

- Investment Movement Report [Report](#)
- Copy of Loan Calc - SMSF - ATO Safe Harbour Rate.xlsx
- Loan Agreement.pdf

Standard Checklist

- Attach Investment Movement Report
- Attach relevant Statements and Source Documentation
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the fund's investment strategy
- Ensure the investment is in accordance with the SIS Act

Nisbet Super Fund

Investment Movement Report

As at 30 June 2021

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
Bank Accounts										
Nisbet Super Fund				1,118,971.65		(1,048,130.44)			70,841.21	70,841.21
				1,118,971.65		(1,048,130.44)			70,841.21	70,841.21
Farming Property										
Tabooba - TaboobaProperty			1.00	1,042,023.22				1.00	1,042,023.22	1,000,000.00
				1,042,023.22					1,042,023.22	1,000,000.00
Limited Recourse Borrowing Arrangements										
CTLH - Loan from CT Labour Hire				8,219.29		(200,000.00)			(191,780.71)	(191,780.71)
				8,219.29		(200,000.00)			(191,780.71)	(191,780.71)
				2,169,214.16		(1,248,130.44)			921,083.72	879,060.50

Nisbet Family Super

Loan from: _____

Amount Borrowed per Agreement

\$ 200,000.00

Please adjust as needed.
Check for ATO rate change each year

As per the Loan Facility Agreement, Interest is calculated on the 1st day of each calendar month

The interest has been calculated based on the interest rate per ATO - Safe Harbour 1: Asset acquired is real property

Date	Details	Drawdown	Payment	Interest Rate	Interest	Balance
	Opening Balance					\$ -
11/7/2020	Loan drawdown	\$ 50,000.00				\$ 50,000.00
12/1/2020	Interest			5.100%	\$ 167.67	\$ 50,167.67
1/1/2021	Loan payment		\$ -	5.100%		\$ 50,167.67
1/1/2021	Interest			5.100%	\$ 217.30	\$ 50,384.97
2/26/2021	Loan payment		\$ -	5.100%		\$ 50,384.97
2/26/2021	Loan drawdown	\$ 150,000.00		5.100%		\$ 200,384.97
2/28/2021	Interest			5.100%	\$ 450.24	\$ 200,835.22
2/28/2021	Loan payment		\$ -	5.100%		\$ 200,835.22
3/31/2021	Interest			5.100%	\$ 869.92	\$ 201,705.14
	Loan payment		\$ -	5.100%		\$ 201,705.14
4/30/2021	Interest			5.100%	\$ 845.50	\$ 202,550.64
	Loan payment		\$ -	5.100%		\$ 202,550.64
				5.100%		\$ 202,550.64
5/31/2021	Interest			5.100%	\$ 877.35	\$ 203,427.99
	Loan payment		\$ -	5.100%		\$ 203,427.99
6/30/2021	Interest			5.100%	\$ 852.73	\$ 204,280.71
6/30/2021	Loan payment		\$ 12,500.00	5.100%		\$ 191,780.71
7/31/2021	Interest			5.100%	\$ 830.70	\$ 192,611.41
				5.100%		\$ 192,611.41
	Loan payment		\$ -	5.100%		\$ 192,611.41
8/31/2021	Interest			5.100%	\$ 834.30	\$ 193,445.71
	Loan payment		\$ -	5.100%		\$ 193,445.71
	Loan payment		\$ -	5.100%		\$ 193,445.71
9/30/2021	Interest			5.100%	\$ 810.88	\$ 194,256.59
	Loan payment		\$ -	5.100%		\$ 194,256.59
				5.100%		\$ 194,256.59
10/31/2021	Interest			5.100%	\$ 841.42	\$ 195,098.02
	Loan payment		\$ -	5.100%		\$ 195,098.02
				5.100%		\$ 195,098.02
11/30/2021	Interest			5.100%	\$ 817.81	\$ 195,915.82
	Loan payment		\$ -	5.100%		\$ 195,915.82
				5.100%		\$ 195,915.82
12/31/2021	Interest			5.100%	\$ 848.61	\$ 196,764.44
	Loan payment		\$ -	5.100%		\$ 196,764.44
				5.100%		\$ 196,764.44
1/31/2022	Interest			5.100%	\$ 852.29	\$ 197,616.72
	Loan payment		\$ -	5.100%		\$ 197,616.72
				5.100%		\$ 197,616.72
2/28/2022	Interest			5.100%	\$ 773.14	\$ 198,389.86
	Loan payment		\$ -	5.100%		\$ 198,389.86
				5.100%		\$ 198,389.86
3/31/2022	Interest			5.100%	\$ 859.33	\$ 199,249.19
	Loan payment		\$ -	5.100%		\$ 199,249.19
	Loan payment		\$ -	5.100%		\$ 199,249.19
4/30/2022	Interest			5.100%	\$ 835.21	\$ 200,084.40
	Loan payment		\$ -	5.100%		\$ 200,084.40
				5.100%		\$ 200,084.40
5/31/2022	Interest			5.100%	\$ 866.67	\$ 200,951.07
	Loan payment		\$ -	5.100%		\$ 200,951.07
				5.100%		\$ 200,951.07
6/30/2022	Interest			5.100%	\$ 842.34	\$ 201,793.41
	Loan payment		\$ -	5.100%		\$ 201,793.41
				5.100%		\$ 201,793.41
7/31/2022	Interest			5.100%	\$ 874.07	\$ 202,667.48
	Loan payment		\$ -	5.100%		\$ 202,667.48
				5.100%		\$ 202,667.48
8/31/2022	Interest			5.100%	\$ 877.86	\$ 203,545.33

	Loan payment		\$ -	5.100%		\$ 203,545.33
		\$ 200,000.00			\$ 16,045.33	

Nisbet Custodian Trust Loan Agreement

Drawn by:

Redchip Lawyers

redchip.com.au

redchip@redchip.com.au

P 07 3223 6100

Solicitors for:

Acis

acis.net.au

acis@acis.net.au

P 1800 773 477

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This Deed is made on the Agreement Date.

BETWEEN: The parties named in Item 2 in the Schedule.

RECITALS:

- A The Borrower has requested the Lender to lend and advance the Principal Sum to the Borrower.
- B The Principal Sum will be applied for the acquisition of the Asset.
- C The legal title to the Asset will be held by the Trustee as trustee for the Borrower.
- D The Lender has agreed to lend and advance the Principal Sum to the Borrower on the terms and conditions contained in this Agreement.

OPERATIVE PART:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context or subject matter require otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Act of Insolvency means, in addition to any other analogous act referred to in this Agreement, the Borrower:

- (a) has a liquidator, receiver, manager, administrator (or similar appointment) appointed over the whole or part of its undertaking;
- (b) is unable to pay its debts as and when they fall due;
- (c) fails to discharge any application for winding up, administration or similar matter within twenty-one (21) days of the application being made;
- (d) enters into any arrangement or composition with its creditors; or
- (e) commits any act of insolvency similar to or analogous with the above;

Agreement Date means the date specified in Item 1 in the Schedule or if not specified, the date of execution or signature by the Borrower;

Applicable Law means the law of that place in which the Asset is located;

Asset means the property or assets described in Item 4 in the Schedule and all additions and appurtenances to it and includes any Replacement Asset;

Claim means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, chose in action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether ascertained or unascertained, or immediate, future or contingent;

Commencement Date means the date of the first drawdown of the Principal Sum by the Borrower;

Event of Default means each of the events described in clause 6;

Final Payment Date means the last day of the Term;

Guarantor includes any person giving a guarantee or other security to any other person to secure the performance of the Borrower's Obligations under this Agreement;

Interest means the interest calculated on the Principal Sum at the Interest Rate in accordance with this Agreement;

Interest Rate means:

- (a) if Division 7A of the *Income Tax Assessment Act 1936* applies to the loan evidenced by this Agreement, the higher of the rate specified in Item 5 in the Schedule and the benchmark interest rate for the purposes of Division 7A of the *Income Tax Assessment Act 1936* expressed as a rate per annum; or
- (b) in all other cases, the rate specified in Item 5 in the Schedule;

Notice means a written notice, consent, approval, direction, order or other communication;

Notice Address means the last address for a person as recorded in the records of the Lender and may include facsimile numbers or electronic mail addresses and at the Agreement Date means the details in relation to the Borrower or the Lender listed in the Schedule;

Obligation includes any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability;

Principal Sum means the amount specified in Item 3 in the Schedule;

Replacement Asset has the same meaning as in Section 67B(2) of the Act;

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, entitlement, discretion or cause of action;

Security means the security interest described in Item 4 in the Schedule and/or any security provided to secure the Borrower's Obligations under this Agreement and any other security provided by or on behalf of the Borrower in substitution for or addition to that security at any time;

Term means:

- (a) the period specified in Item 6 in the Schedule; or
- (b) if Division 7A of the *Income Tax Assessment Act 1936* applies to the loan evidenced by this Agreement, the day which is calculated so as to give a maximum term under Section 109N(3) of the *Income Tax Assessment Act 1936* or any regulations made under it in relation to the loan of the Principal Sum,

whichever is the lesser and which period commences on the Commencement Date.

1.2 Interpretation

- (a) Each party to this Agreement will be referred to in this Agreement by the description against their name in Item 2 in the Schedule.
- (b) In the interpretation of this Agreement, unless the context or subject matter require otherwise, references to:
 - (i) **singular** words include the **plural** and vice versa;
 - (ii) any **gender** include every gender;
 - (iii) **persons** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, associations, partnerships, government authorities, and other legal entities. It will include references to that person's estate, personal representatives, executors, administrators, substitutes, successors and assigns;
 - (iv) **writing** include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (v) **signature** and **signing** mean due execution of a document and include signing by an agent or attorney or representative;
 - (vi) **months** mean calendar months;
 - (vii) **statutes** include statutes amending, modifying, rewriting, re-enacting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
 - (viii) **sections** of statutes or terms defined in statutes are to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) an **agreement** or **document** (including this Agreement) mean that agreement or document as varied, amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
 - (x) **clauses** or **schedules** are to the clauses or schedules of this Agreement;
- (c) The following rules apply, unless the context or subject matter requires otherwise:
 - (i) **headings** and the table of contents are used for convenience only and must be disregarded in the interpretation of this Agreement;
 - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning.

1.3 Business days

If the day on or by which a person must do something under this Agreement is not a business day, the person must do it on or by the previous business day.

2. LOAN

2.1 Request

The Borrower has requested the Lender to lend the Principal Sum to the Borrower.

2.2 Loan

The Lender has advanced the Principal Sum to the Borrower or has agreed to lend the Principal Sum to the Borrower on the Commencement Date subject to the terms of this Agreement.

3. LOAN PURPOSE

The Principal Sum must not be used or applied for any purpose other than in the acquisition of the Asset or as otherwise permitted under Section 67A of the Act.

4. PAYMENTS

4.1 Repayment of Loan

- (a) The Borrower must repay the Principal Sum (or the amount then outstanding) and all Interest accrued but unpaid on the Principal Sum to the Lender on or before the Final Payment Date.
- (b) The Borrower may pay the whole or part of the outstanding balance of the Principal Sum and all Interest accrued but unpaid on the Principal Sum at any time prior to the Final Payment Date.

4.2 Interest

- (a) The Borrower must pay Interest on the Principal Sum or on the amount then outstanding and upon any judgment or order in which this or the preceding clause may become merged.
- (b) Interest will be calculated monthly in arrears and paid at the Interest Rate until the Principal Sum is fully paid and satisfied.

4.3 Instalments

- (a) During the Term, the Borrower will repay the Principal Sum and Interest:
 - (i) by monthly payments compounded of principal and interest; or
 - (ii) in such other manner agreed by the Lender and the Borrower.
- (b) If Division 7A of the *Income Tax Assessment Act 1936* applies to the loan evidenced by this Agreement, the Principal Sum may, at the sole discretion of the Borrower, be repaid by the Borrower to the Lender in accordance with the minimum yearly repayment requirements set out in the *Income Tax Assessment Act 1936* so that the loan constituted by the Principal Sum will not be deemed to be a dividend as a consequence of having failed to meet the minimum yearly repayment requirements.

4.4 Late payment

If the Borrower does not pay any amount representing Interest on the due date for payment then the Lender may in its discretion, by notice to the Borrower, require the Borrower to pay Interest on the Principal Sum at the Interest Rate plus 2 percent per annum until the amount which is then in

arrears is paid and satisfied by the Borrower. The Lender may treat the failure to pay any amount as an Event of Default even if it elects to require the payment of the higher rate of interest under this clause.

4.5 No redraw

The Borrower is not entitled to redraw the Principal Sum or any part of it or any other amount which has been paid or repaid to the Lender under this Agreement.

5. NO DEDUCTIONS IN PAYMENTS

All moneys payable by the Borrower under this Agreement must be paid in cleared funds without set-off or counter-claim and free of all deductions as and to any account which the Lender directs and in Australian dollars.

6. EVENTS OF DEFAULT

Each of the following constitutes an Event of Default:

- (a) the Borrower fails to pay any amount due under this Agreement on the due date for payment;
- (b) the Borrower defaults in the performance of any Obligation contained in or implied by this Agreement or any Security;
- (c) the Borrower commits an offence under any statute or law or a person is appointed to investigate all or any part of the affairs of the Borrower;
- (d) if any of the representations and warranties in clause 8 of this Agreement are found to be untrue or materially inaccurate when made or deemed to be made;
- (e) in the opinion of the Lender there is a material adverse change in the financial condition of the Borrower, including without limitation:
 - (i) a receiver, receiver and manager or liquidator or provisional liquidator or trustee, administrator, inspector or official manager or person with similar authority is appointed to the Borrower's undertaking or any part of it;
 - (ii) an application for winding up or bankruptcy as the case may be in respect of the Borrower is presented or an order is made or any effective resolution is passed for the winding up or bankruptcy of the Borrower;
 - (iii) the Borrower enters into an arrangement, assignment or composition with its creditors or proposes to enter into such arrangement, assignment or composition; and/or
 - (iv) the Borrower is unable to pay its debts as and when they fall due;
 - (v) the Borrower commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or enters or proposes to enter into any arrangement or composition with its creditors;
 - (vi) any distress, execution or sequestration or other process is levied or forced upon or any order is made against the property and assets of the Borrower and is not paid out, removed or discharged within fourteen (14) days;

- (f) the Borrower commits an Act of Insolvency.

7. RIGHTS UPON DEFAULT

7.1 Lenders Rights

Subject to clause 13, at any time after an Event of Default has occurred the Lender may do any or all of the following:

- (a) terminate this Agreement;
- (b) demand and require immediate payment of the outstanding balance of the Principal Sum and all other amounts payable by the Borrower under this Agreement and recover the those amounts from the Borrower;
- (c) exercise any Rights under this Agreement and/or any Security; and/or
- (d) perform any one or more of the Borrower's Obligations under this Agreement or any Security,

and any restriction, requirement for notice or effluxion of time stipulated or required by any statute is excluded as far as it is lawful to do so.

7.2 No Obligation

The Rights of the Lender in clause 7.1 may be exercised in the manner and at the times in which the Lender in its absolute discretion deems appropriate but without any Obligation to do so. The Lender will not be liable for any loss or damage arising from the exercise of any Right or any omission, neglect, delay or waiver of the Right.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

The Borrower represents and warrants to the Lender that:

- (a) **Power** - it has full legal capacity and power to enter into, exercise its Rights and perform its Obligations under this Agreement;
- (b) **Authorisation** - all conditions and things required by applicable law to be fulfilled or done including obtaining any necessary authorisations in order:
 - (i) to enable it lawfully to enter into, and exercise its Rights and perform its Obligations under this Agreement;
 - (ii) to ensure that its Obligations under this Agreement rank and will continue to rank at all times in accordance with clause 8.1(d); and
 - (iii) to make this Agreement admissible in evidence in any court under the Applicable Law,

have been fulfilled or done;
- (c) **Obligations Binding** - this Agreement constitutes valid and legally binding Obligations, enforceable against it in accordance with their terms except to the extent limited by equitable principles and laws affecting creditors' rights generally;

- (d) **Ranking of Obligations** - its payment obligations under this Agreement rank and will continue to rank at all times at least equally with all its other present and future unsecured payment Obligations (including, without limitation, contingent Obligations), other than those which are mandatorily preferred by law;
- (e) **No Contravention** - its execution of this Agreement and/or its exercise of any Rights and/or performance of its Obligations under this Agreement does not or will not:
 - (i) contravene any applicable law to which it, or any of its property, is subject or any order of any government agency binding on it or any of its property;
 - (ii) contravene any authorisation or require that any authorisation be obtained; or
 - (iii) contravene any undertaking or instrument binding on it or any of its property;
- (f) **No Litigation** - no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of the Borrower, threatened against it or any of its property which could have a material adverse effect on it;
- (g) **No Filings or Taxes** - it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement that this Agreement, or any other instrument, be filed or registered with any government agency or that any taxes be paid.

8.2 Reliance on Representations and Warranties

The Borrower acknowledges that the Lender will enter into this Agreement and has agreed to lend and advance the Principal Sum in reliance on the representations and warranties in this clause.

9. BORROWER'S UNDERTAKINGS

The Borrower will:

- (a) **Information** - provide the Lender with any information relating to its financial condition, business, assets and affairs as the Lender requests;
- (b) **Records** - keep proper financial records and permit the Lender to examine and take copies of those financial records and all other documents relating to its finances;
- (c) **Comply with Applicable Law** - comply with all applicable laws including, without limitation, by paying all taxes to which it or its assets are assessed or liable when due except to the extent that these are being diligently contested in good faith and by appropriate procedures and adequate reserves for them have been made;
- (d) **Authorisations** - obtain, maintain and comply with any conditions attaching to any authorisations which it requires to carry out the transactions contemplated by this Agreement and to ensure the validity, enforceability and admissibility of it in evidence;
- (e) **Notice of Litigation** - give the Lender prompt notice of any litigation, arbitration or administrative proceedings affecting it or any of its property which could have an adverse effect on it.

10. GUARANTEE AND INDEMNITY

Each Guarantor guarantees to the Lender:

- (a) the repayment by the Borrower of the Principal Sum; and
- (b) the payment of all other amounts payable by the Borrower under this Agreement; and
- (c) the performance of the Borrower's Obligations, under this Agreement,

and fully indemnifies the Lender from and against any Claim arising directly or indirectly from the occurrence of any Event of Default and/or from the performance by the Lender of its Rights and Obligations pursuant to this Agreement. The Lender's Rights may be limited by the provisions of clause 14.

11. CHARGE

- (a) The Borrower charges all of its right, title and interest in the Asset as security for the repayment of the Principal Sum and with the payment of all sums due and owing or payable by the Borrower under this Agreement. The Borrower will at the Lender's request do all things and execute and deliver all documents or instruments required by the Lender (including, where applicable, the Security) to enable the Lender to perfect the security granted by this clause or otherwise to secure the Obligations of the Borrower.
- (b) Where a Guarantor is the legal or registered owner of the Asset, that Guarantor charges the Asset as security for the repayment of the Principal Sum and with the payment of all sums due and owing or payable by the Borrower under this Agreement. The Guarantor will at the Lender's request do all things and execute and deliver all documents or instruments required by the Lender (including, where applicable, the Security) to enable the Lender to perfect the security granted by this clause or otherwise to secure the Obligations of the Borrower.

12. INDEMNITIES

12.1 Indemnity

Subject to clause 13, the Borrower fully indemnifies the Lender from and against any expense, loss, loss of profit, damage or liability which the Lender may incur as a consequence of any Event of Default or otherwise in connection with this Agreement and/or any Security.

12.2 Amount

The certificate of the Lender stating the amount of any amounts owing by the Borrower under clause 12.1 will be conclusive in the absence of manifest error.

13. LIMITED RECOURSE

13.1 Limit Claim

The Lender acknowledges that the Borrower is a regulated superannuation fund under the Act and that, in accordance with section 67A of the Act, and regardless of any other provision in this Agreement or any Security:

- (a) The Rights of the Lender or any other person against the Borrower for, or in connection with, or as a result of (directly or indirectly) a default on the borrowing under this Agreement, or on the sum of the borrowing under this Agreement and charges relating to that borrowing are limited to Rights relating to the Asset;
- (b) As between the Lender and the Borrower, the Lender may only have recourse against the Asset for the payment of:

- (i) any Obligation of or Claim against the Borrower under this Agreement or any Security; or
- (ii) any debt, damage, judgment or decree against the Borrower arising out of this Agreement or any Security, or
- (iii) any money that may otherwise become due or payable by the Borrower to the Lender.

13.2 Other persons

Subject to clause 14, clause 13.1 does not affect any of the Lender's Rights or the amount of any Claim of the Lender:

- (a) against any person other than the Borrower; and/or
- (b) whether those Rights or Claims arise under this Agreement or under any Security or otherwise.

14. PROTECTION OF REGULATED SUPERANNUATION FUND

Regardless of any other provision in this Agreement (particularly clauses 4, 7, 10, 11 and 12):

- (a) no person (including any Guarantor and/or the Lender) has any Rights under this Agreement in relation to or against any of the assets, undertaking or property of the Borrower other than the Borrowers interest (if any) in the Asset;
- (b) where a person becomes liable to the Lender, under any provision of this Agreement or otherwise, for the payment of the Principal Sum or any other sum or for the performance of any other Obligation, the Lender must not make any Claim against that person in respect of any right, title or interest which the person may have or exercise in relation to any of the assets, undertaking or property of the Borrower other than the Asset;
- (c) where the Borrower becomes liable to a Guarantor, (whether under a provision of this Agreement or otherwise) for the payment of the Principal Sum or any other sum or for the performance of any other Obligation, the Guarantor must not make any Claim against the Borrower in respect of any right title or interest which the Borrower may have or exercise in relation to any of the assets, undertaking or property of the Borrower other than the Asset;
- (d) any Right of subrogation of any person (including a Guarantor) and the enforcement of that Right against the Borrower in relation to any part of the Principal Sum or any other Obligation under this Agreement is limited, as against the Borrower, to a Right of subrogation against the Asset.

15. COSTS

The Borrower must pay all costs (including legal costs) expenses and other amounts incurred or paid by the Lender in relation to this Agreement and the Security and (including those arising in consequence of any Event of Default) on demand by the Lender, and any stamp duties and taxes payable in relation to this Agreement or any Security.

16. ASSIGNMENT

16.1 Assignment and consent

No party is entitled to assign its Rights or Obligations under this Agreement or any Security without the prior written consent of the other parties. The consent of any party may be given or withheld, or given on conditions, in the absolute discretion of that party.

16.2 Continuation of liabilities

After an assignment by the Borrower:

- (a) the assignor remains principally liable jointly and severally with the assignee for the performance and observance of all Obligations assigned to the assignee; and
- (b) the assignor will procure the assignee to enter into a deed in which the assignee covenants to be bound by this Agreement, including (without limitation) this clause.

17. NOTICES

17.1 Form of notice

Unless this Agreement provides for a Notice to be given orally, any Notice in connection with this Agreement, must be in writing and signed by the person giving the Notice and be addressed to the Notice Address of the person to whom it is to be given.

17.2 Time of delivery

The Notice will be deemed to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent;
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

18. PROPER LAW, JURISDICTION

18.1 Choice of Law

This Agreement is governed by and construed in accordance with the Act and the Applicable Law.

18.2 Jurisdiction

Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in accordance with the Act and the Applicable Law.

18.3 Submission to jurisdiction

Each party irrevocably submits to the non-exclusive jurisdiction of those courts for the purpose of any such action, suit or proceeding.

18.4 Service of process

A party may by Notice appoint another person at a specified address to receive service of process in connection with proceedings and process served on that person is taken to be served on the party making the appointment.

19. GENERAL PROVISIONS

19.1 Variations

No variation of this Agreement nor consent to a departure by a party from a provision, will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any variation or consent will be effective only to the extent to or for the event for which it may be made or given.

19.2 Waiver

The non-exercise of or delay in exercising a Right of a party does not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise of other Rights. A Right may only be waived by notice, signed by the party (or its authorised representative) to be bound by the waiver.

19.3 Further assurances

Each party to this Agreement must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by another party to carry out and give effect to the terms of this Agreement and to perfect, protect and preserve the Rights of the parties to this Agreement.

19.4 Liability of parties

If a party consists of more than one person:

- (a) an Obligation of those parties is a joint Obligation of all of them and a several Obligation of each of them;
- (b) a Right given to those parties is a Right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

19.5 Counterparts

This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

19.6 Warranty of authority

Each person signing this Agreement:

- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person; and
- (b) as an authorised representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.

19.7 Severability

This Agreement will be interpreted and construed so as not to be invalid, illegal or unenforceable, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- (a) that provision will be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances to give it a valid operation; or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of that provision and this Agreement will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability.

19.8 Delivery as a deed

Each party by signing or executing this Agreement is deemed to unconditionally sign, seal and deliver this Agreement as a deed, with the intention of being immediately legally bound by this Agreement.

19.9 Conclusive evidence

The certificate of the Lender as to the amount of the Principal Sum and/or any other amount outstanding and payable by the Borrower to the Lender will be conclusive evidence of the amount due and payable by the Borrower under this Agreement in the absence of any apparent inaccuracy.

20. TIME

Time is of the essence of the Borrower's Obligations.

Schedule

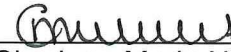
- Item 1: Agreement Date:** 26 / 10 / 2020
- Item 2: Borrower:** Nisbet Family Super Pty Ltd ACN 645 303 322 As Trustee For Nisbet Super Fund
- Lender:** C T Labour Hire Pty Ltd ACN 163 215 441
- Guarantor:** Nisbet Custodian Pty Ltd ACN 645 319 464 in its personal capacity and As Trustee For Nisbet Custodian Trust
- Trustee:** Nisbet Custodian Pty Ltd ACN 645 319 464 As Trustee For Nisbet Custodian Trust
- Item 3: Principal Sum:** ✓ \$ 200,000.00
- Item 4: Asset:** Farrington Road, Tabooba Qld 4285
Lot 1 CP W311375
Title Ref: 15320109
- Security:** Nil
- Item 5: Interest Rate:** The benchmark interest rate for the purposes of Division 7A of the Income Tax Assessment Act 1936 expressed as a rate per annum.
- Item 6: Term:** 10 year/s

Executed as a Deed

EXECUTED AS A DEED by Nisbet Family)
Super Pty Ltd ACN 645 303 322 As Trustee For)
Nisbet Super Fund.)



Timothy Lawrence Nisbet
Director



Charlene Marie Nisbet
Director

EXECUTED AS A DEED by C T Labour Hire)
Pty Ltd ACN 163 215 441.)

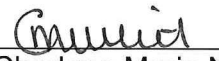


Timothy Lawrence Nisbet
Sole Director

EXECUTED AS A DEED by Nisbet Custodian)
Pty Ltd ACN 645 319 464.)



Timothy Lawrence Nisbet
Director



Charlene Marie Nisbet
Director

85000 - Income Tax Payable/Refundable

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Account Code	Description	CY Balance	LY Balance	Change
85000	Income Tax Payable/Refundable	(\$8,347.20)		100%
TOTAL		CY Balance	LY Balance	
		(\$8,347.20)		

Supporting Documents

- Exempt Pension Reconciliation [Report](#)
- Non Deductible Expense Reconciliation [Report](#)
- Statement of Taxable Income [Report](#)
- Tax Reconciliation Report [Report](#)

Standard Checklist

- Attach Actuarial Certificate (if applicable)
- Attach any other Tax reconciliations
- Attach copy of Exempt Pension Reconciliation (if applicable)
- Attach copy of Non Deductible Expense Reconciliation (if applicable)
- Attach copy of Statement of Taxable Income
- Attach copy of Tax Reconciliation Report
- Confirm Transactions in ATO Portal

Nisbet Super Fund

Exempt Current Pension Income Reconciliation

For The Period 01 July 2020 - 30 June 2021

	Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
Segment - 22 October 2020 to 30 June 2021						
Label B						
	30/06/2021	28000/Farringdon Rd	Agistment	10,039.70		
			Total	10,039.70	0.000 %	0.00
					Total Segment ECPI *	0.00
					SMSF Annual Return Rounding	0.00
					Total ECPI	0.00

* Total Segment ECPI does not include ECPI amounts from Label A. The total ECPI from Label A is shown separately at the start of the report.

Nisbet Super Fund**Pension Non Deductible Expense Report**

For The Period 01 July 2020 - 30 June 2021

	Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible
Segment - 22 October 2020 to 30 June 2021							
Label A							
	30/06/2021	42010/18/244	Loan from CT Labour Hire	4,280.71			
			Total	4,280.71	0.000 %	4,280.71	0.00
Label I							
	02/06/2021	41960/Farringdon Rd	Farringdon Rd	102.00			
			Total	102.00	0.000 %	102.00	0.00
Label J							
	01/04/2021	31500	Bank Charges	3.00			
	01/03/2021	31500	Bank Charges	6.00			
			Total	9.00	0.000 %	9.00	0.00
				Total Segment Expenses		4,391.71	0.00
				Total Expenses *		4,391.71	0.00

* General expense percentage - 0.000 %

* Investment expense percentage - 0.000 %

Nisbet Super Fund

Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	879,060.50
Less	
Non Taxable Transfer In	865,435.73
	<u>865,435.73</u>
Add	
Decrease in MV of investments	42,023.22
	<u>42,023.22</u>
SMSF Annual Return Rounding	0.01
	<u>0.01</u>
Taxable Income or Loss	<u>55,648.00</u>
Income Tax on Taxable Income or Loss	8,347.20
	<u>8,347.20</u>
CURRENT TAX OR REFUND	<u>8,347.20</u>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<u>259.00</u>
AMOUNT DUE OR REFUNDABLE	<u>8,865.20</u>

Nisbet Super Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other leasing and hiring income				
	30/06/2021	28000/Farringdon Rd	Agistment	10,039.70
Sub-Total				10,039.70
Ignore Cents				0.70
Total				10,039.00
R2 - Assessable personal contributions				
	30/06/2021	24200/NISCHA00001A	(Contributions) Nisbet, Charlene Marie - Accumulation (Accumulati...	25,000.00
	30/06/2021	24200/NISTIM00001A	(Contributions) Nisbet, Timothy Lawrence - Accumulation (Accumula...	25,000.00
Sub-Total				50,000.00
Ignore Cents				0.00
Total				50,000.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
Assessable personal contributions				50,000.00
Sub-Total				50,000.00
Ignore Cents				0.00
Total				50,000.00
W - GROSS INCOME (Sum of labels A to U)				
				60,039.00
Sub-Total				60,039.00
Ignore Cents				0.00
Total				60,039.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				60,039.00
Sub-Total				60,039.00
Ignore Cents				0.00
Total				60,039.00
A1 - Expenses - Interest expenses within Australia				
	30/06/2021	42010/18/244	Loan from CT Labour Hire	4,280.71
Sub-Total				4,280.71
Ignore Cents				0.71
Total				4,280.00
I1 - Expenses - Investment expenses				
	02/06/2021	41960/Farringdon Rd	Farringdon Rd	102.00
Sub-Total				102.00
Ignore Cents				0.00
Total				102.00
J1 - Expenses - Management and administration expenses				
	01/03/2021	31500	Bank Charges	6.00
	01/04/2021	31500	Bank Charges	3.00

Nisbet Super Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount	\$
J1 - Expenses - Management and administration expenses					
Sub-Total				9.00	
Ignore Cents				0.00	
Total				9.00	
N - TOTAL DEDUCTIONS					
				4,391.00	
Sub-Total				4,391.00	
Ignore Cents				0.00	
Total				4,391.00	
O - TAXABLE INCOME OR LOSS					
				55,648.00	
Sub-Total				55,648.00	
Ignore Cents				0.00	
Total				55,648.00	
Z - TOTAL SMSF EXPENSES					
				4,391.00	
Sub-Total				4,391.00	
Ignore Cents				0.00	
Total				4,391.00	
A - Taxable income					
				55,648.00	
Sub-Total				55,648.00	
Ignore Cents				0.00	
Total				55,648.00	
T1 - Tax on taxable income					
				8,347.20	
Sub-Total				8,347.20	
Ignore Cents				0.00	
Total				8,347.20	
B - Gross Tax					
				8,347.20	
Sub-Total				8,347.20	
Ignore Cents				0.00	
Total				8,347.20	
T2 - SUBTOTAL					
				8,347.20	
Sub-Total				8,347.20	
Ignore Cents				0.00	
Total				8,347.20	
T3 - SUBTOTAL 2					

Nisbet Super Fund

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
T3 - SUBTOTAL 2				
				8,347.20
Sub-Total				8,347.20
Ignore Cents				0.00
Total				8,347.20
T5 - TAX PAYABLE				
				8,347.20
Sub-Total				8,347.20
Ignore Cents				0.00
Total				8,347.20
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
N - Supervisory levy adjustment for new funds				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				8,865.20
Sub-Total				8,865.20
Ignore Cents				0.00
Total				8,865.20

A - Financial Statements

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Supporting Documents

- 3. Financial Statements.pdf
- 5. 2022 Income Tax Return.pdf
- 4. SMSF-Investment-strategy.pdf

Standard Checklist

- Attach copy of Financial Statements
- Attach copy of SMSF Annual Return

Nisbet Super Fund

Financial Statements & Reports for the year ended 30 June 2022



Sam Greco & Co
Level 1, 1355 Gympie Road, ASPLEY QLD 4032
PO Box 354, ASPLEY QLD 4034
ABN: 16230504491
Phone 07 3263 5200 Fax 07 3263 4830
Email: info@taxonline.com.au

Nisbet Super Fund

Operating Statement

For the year ended 30 June 2022

	Note	2022 \$	2021 \$
Income			
Investment Income			
Property Income	9	29,655.00	10,039.70
Contribution Income			
Personal Concessional		55,000.00	50,000.00
Transfers In		0.00	865,435.73
Total Income		<u>84,655.00</u>	<u>925,475.43</u>
Expenses			
Accountancy Fees		280.00	0.00
ATO Supervisory Levy		518.00	0.00
ASIC Fees		1,020.00	0.00
Bank Charges		0.00	9.00
Property Expenses - Council Rates & Taxes		6,582.85	102.00
Property Expenses - Interest on Loans		10,012.70	4,280.71
Property Expenses - Land Tax		7,162.00	0.00
Property Expenses - Repairs Maintenance		770.00	0.00
		<u>26,345.55</u>	<u>4,391.71</u>
Investment Losses			
Changes in Market Values	10	200,000.00	42,023.22
Total Expenses		<u>226,345.55</u>	<u>46,414.93</u>
Benefits accrued as a result of operations before income tax		<u>(141,690.55)</u>	<u>879,060.50</u>
Income Tax Expense	11	8,579.10	8,347.20
Benefits accrued as a result of operations		<u>(150,269.65)</u>	<u>870,713.30</u>

The accompanying notes form part of these financial statements.

Refer to compilation report

Nisbet Super Fund

Statement of Financial Position

As at 30 June 2022

	Note	2022 \$	2021 \$
Assets			
Investments			
Farming Property	2	800,000.00	1,000,000.00
Limited Recourse Borrowing Arrangements	3	(175,793.41)	(191,780.71)
Farming Equipment	4	53,808.85	0.00
Total Investments		<u>678,015.44</u>	<u>808,219.29</u>
Other Assets			
CBA Business Transaction Account		51,007.31	70,841.21
Total Other Assets		<u>51,007.31</u>	<u>70,841.21</u>
Total Assets		<u>729,022.75</u>	<u>879,060.50</u>
Less:			
Liabilities			
Income Tax Payable		8,579.10	8,347.20
Total Liabilities		<u>8,579.10</u>	<u>8,347.20</u>
Net assets available to pay benefits		<u>720,443.65</u>	<u>870,713.30</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	6, 7		
Nisbet, Charlene Marie - Accumulation		680,653.08	849,470.75
Nisbet, Timothy Lawrence - Accumulation		39,790.57	21,242.55
Total Liability for accrued benefits allocated to members' accounts		<u>720,443.65</u>	<u>870,713.30</u>

The accompanying notes form part of these financial statements.

Refer to compilation report

Notes to the Financial Statements

For the year ended 30 June 2022

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the superannuation fund is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and accompanying Regulations, the trust deed of the fund and the needs of members.

The financial statements have also been prepared on a cash basis and are based on historical costs, except for investments, which have been measured at market values.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Director(s).

a. Measurement of Investments

The fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the fund have been measured at their market values, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market values have been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross values of the fund's financial liabilities are equivalent to their market values. Any remeasurement changes in the gross values of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

c. Revenue

Revenue is recognised at the fair value of the consideration received or receivable.

Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

Refer to compilation report

Notes to the Financial Statements

For the year ended 30 June 2022

Dividend revenue

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

Rental revenue

Rental revenue arising from operating leases on investment properties is recognised upon receipt.

Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and are determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if the investment was acquired during the period).

d. Liability for Accrued Benefits

The liability for accrued benefits represents the fund's present obligation to pay benefits to members and beneficiaries and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

e. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

Note 2: Farming Property

	2022 \$	2021 \$
TaboobaProperty	800,000.00	1,000,000.00
	800,000.00	1,000,000.00

Note 3: Limited Recourse Borrowing Arrangements

	2022 \$	2021 \$
Loan from CT Labour Hire	(175,793.41)	(191,780.71)
	(175,793.41)	(191,780.71)

Note 4: Farming Equipment

2022 \$	2021 \$
------------	------------

Refer to compilation report

Nisbet Super Fund

Notes to the Financial Statements

For the year ended 30 June 2022

TaboobaProperty	53,808.85	0.00
	<u>53,808.85</u>	<u>0.00</u>

Note 6: Liability for Accrued Benefits

	2022 \$	2021 \$
Liability for accrued benefits at beginning of year	870,713.30	0.00
Benefits accrued as a result of operations	(150,269.65)	870,713.30
Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	<u>720,443.65</u>	<u>870,713.30</u>

Note 7: Vested Benefits

Vested benefits are benefits which are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2022 \$	2021 \$
Vested Benefits	<u>720,443.65</u>	<u>870,713.30</u>

Note 8: Guaranteed Benefits

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

Note 9: Rental Income

	2022 \$	2021 \$
Agistment	<u>29,655.00</u>	<u>10,039.70</u>
	<u>29,655.00</u>	<u>10,039.70</u>

Note 10: Changes in Market Values Unrealised Movements in Market Value

	2022 \$	2021 \$
Farming Property		
TaboobaProperty	(200,000.00)	(42,023.22)

Refer to compilation report

Nisbet Super Fund

Notes to the Financial Statements

For the year ended 30 June 2022

	(200,000.00)	(42,023.22)
Total Unrealised Movement	(200,000.00)	(42,023.22)
Realised Movements in Market Value		
	2022	2021
	\$	\$
Total Realised Movement	0.00	0.00
Total Market Movement	(200,000.00)	(42,023.22)
Note 11: Income Tax Expense		
	2022	2021
	\$	\$
The components of tax expense comprise		
Current Tax	8,579.10	8,347.20
Income Tax Expense	8,579.10	8,347.20
The prima facie tax on benefits accrued before income tax is reconciled to the income tax as follows:		
Prima facie tax payable on benefits accrued before income tax at 15%	(21,253.58)	131,859.08
Less:		
Tax effect of:		
Non Taxable Transfer In	0.00	129,815.36
Tax Adjustment - Capital Works Expenditure (D1)	167.55	0.00
Add:		
Tax effect of:		
Decrease in MV of Investments	30,000.00	6,303.48
Rounding	0.23	0.00
Income Tax on Taxable Income or Loss	8,579.10	8,347.20
Less credits:		
Current Tax or Refund	8,579.10	8,347.20

Refer to compilation report

Nisbet Super Fund

Investment Performance

As at 30 June 2022

Investment	Opening Value	Purchases / Additions	Sales / Reductions	Closing Value	Realised Market Gain	Unrealised Market Gain	Net Income	Income and Market Gain	Return %
Bank Accounts									
CBA Business Transaction Account	70,841.21	0.00	0.00	51,007.31	0.00	0.00	0.00	0.00	0.00 %
	70,841.21	0.00	0.00	51,007.31	0.00	0.00	0.00	0.00	0.00 %
Farming Equipment									
Fencing TaboobaProperty	0.00	0.00	0.00	53,808.85	0.00	53,808.85	0.00	53,808.85	0.00 %
	0.00	0.00	0.00	53,808.85	0.00	53,808.85	0.00	53,808.85	0.00 %
Farming Property									
Tabooba TaboobaProperty	1,000,000.00	0.00	0.00	800,000.00	0.00	(200,000.00)	(7,932.00)	(207,932.00)	(20.79) %
	1,000,000.00	0.00	0.00	800,000.00	0.00	(200,000.00)	(7,932.00)	(207,932.00)	(20.79) %
Limited Recourse Borrowing Arrangements									
Loan from CT Labour Hire	(191,780.71)	15,987.30	0.00	(175,793.41)	0.00	0.00	0.00	0.00	0.00 %
	(191,780.71)	15,987.30	0.00	(175,793.41)	0.00	0.00	0.00	0.00	0.00 %
	879,060.50	15,987.30	0.00	729,022.75	0.00	(146,191.15)	(7,932.00)	(154,123.15)	(17.22) %

Nisbet Super Fund

Investment Summary Report

As at 30 June 2022

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%
Cash/Bank Accounts								
CBA Business Transaction Account		51,007.310000	51,007.31	51,007.31	51,007.31			7.55 %
			51,007.31		51,007.31			7.55 %
Farming Property								
Tabooba TaboobaProperty	1.00	800,000.000000	800,000.00	1,042,023.22	1,042,023.22	(242,023.22)	(23.23) %	118.48 %
			800,000.00		1,042,023.22	(242,023.22)	(23.23) %	118.48 %
Limited Recourse Borrowing Arrangements								
Loan from CT Labour Hire		(175,793.410000)	(175,793.41)	(175,793.41)	(175,793.41)			(26.04) %
			(175,793.41)		(175,793.41)			(26.04) %
			675,213.90		917,237.12	(242,023.22)	(26.39) %	100.00 %

Nisbet Super Fund
Investment Income Report

As at 30 June 2022

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
Property Income												
Agistment	29,655.00							29,655.00				
	29,655.00							29,655.00				
	29,655.00							29,655.00				

Assessable Income (Excl. Capital Gains) **29,655.00**

Net Capital Gain **0.00**

Total Assessable Income 29,655.00

* 1 Includes foreign credits from foreign capital gains.

* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.

For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.

Nisbet Super Fund

Depreciation Schedule

For The Period 01 July 2021 - 30 June 2022

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments			Depreciation			Closing Written Down Value	
				Disposals/ Decrease	Additions/ Increase	Total Value For Depreciation ¹	Method	Rate	Calculated Depreciation ²		Posted Depreciation ³
Farming Equipment											
TaboobaProperty			53,809.00			0.00	Capital Works	2.50 %	0.00	0.00	52,692.00
			53,809.00			0.00				0.00	52,692.00
			53,809.00			0.00				0.00	52,692.00

¹ Amounts have been pro rated based on number of days in the year

² Depreciation calculated as per depreciation method

³ Depreciation amounts posted to the ledger

Nisbet Super Fund

Compilation Report

We have compiled the accompanying special purpose financial statements of the Nisbet Super Fund which comprise the statement of financial position as at 30 June 2022 the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

The Responsibility of the Trustee

The Trustee of Nisbet Super Fund are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

Our Responsibility

On the basis of information provided by the Trustee, we have compiled the accompanying special purpose financial statements in accordance with the financial reporting framework as described in Note 1 to the financial statements and APES 315: Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the financial reporting framework described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110: Code of Ethics for Professional Accountants.

Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

Sam Greco & Co

of

PO Box 354, Aspley, Queensland 4034

Signed:

Sam Greco

Dated:

09-03-2023

Nisbet Super Fund
Nisbet Family Super Pty Ltd ACN: 645303322
Trustees Declaration

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.

In the opinion of the directors of the trustee company:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2022 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2022 and the results of its operations for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2022.

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

Timothy Nisbet

.....
Timothy Lawrence Nisbet
Nisbet Family Super Pty Ltd
Director

Charlene Nisbet

.....
Charlene Marie Nisbet
Nisbet Family Super Pty Ltd
Director

23-03-2023
Dated this day of

Minutes of a meeting of the Director(s)

held on _____ at 29 Egan Road, Beaudesert, Queensland 4285

PRESENT:	Timothy Lawrence Nisbet and Charlene Marie Nisbet
MINUTES:	The Chair reported that the minutes of the previous meeting had been signed as a true record.
FINANCIAL STATEMENTS OF SUPERANNUATION FUND:	<p>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.</p> <p>The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2022 and it was resolved that such statements be and are hereby adopted as tabled.</p>
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 2022, 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 this 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).
INVESTMENT ACQUISITIONS:	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2022.
INVESTMENT DISPOSALS:	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2022.
AUDITORS:	It was resolved that Super Audits Pty Ltd of 5A Broadway, Glenelg South, South Australia 5045 act as auditors of the Fund for the next financial year.
TAX AGENTS:	It was resolved that Sam Greco & Co Chartered Accountants 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.

Minutes of a meeting of the Director(s)

held on _____ at 29 Egan Road, Beaudesert, Queensland 4285

CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the schedule provided by the principal Fund employer.

PAYMENT OF BENEFITS:

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

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

CLOSURE:

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

There being no further business the meeting then closed.

Signed as a true record –

Charlene Nisbet

.....

Charlene Marie Nisbet

Chairperson

Nisbet Super Fund

Members Statement

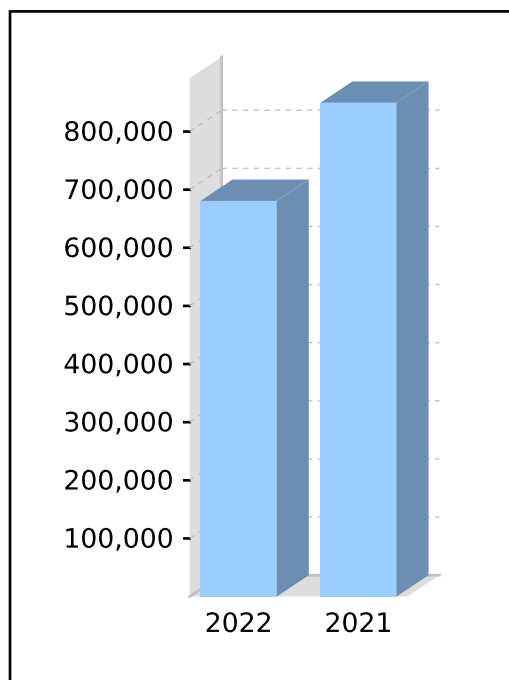
Charlene Marie Nisbet
 29 Egan Road
 Beaudesert, Queensland, 4285, Australia

Your Details

Date of Birth :	11/10/1974	Nominated Beneficiaries:	N/A
Age:	47	Nomination Type:	N/A
Tax File Number:	184956431	Vested Benefits:	680,653.08
Date Joined Fund:	22/10/2020	Total Death Benefit:	680,653.08
Service Period Start Date:	23/04/1990		
Date Left Fund:			
Member Code:	NISCHA00001A		
Account Start Date:	22/10/2020		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	680,653.08
<u>Preservation Components</u>	
Preserved	680,653.08
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	10,713.29
Taxable	669,939.79



Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	849,470.75
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	27,500.00
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(191,871.63)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	4,125.00
Income Tax	321.04
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	680,653.08

Nisbet Super Fund

Members Statement

Timothy Lawrence Nisbet
 29 Egan Road
 Beaudesert, Queensland, 4285, Australia

Your Details

Date of Birth : 16/01/1960
 Age: 62
 Tax File Number: 485656541
 Date Joined Fund: 22/10/2020
 Service Period Start Date:
 Date Left Fund:
 Member Code: NISTIM00001A
 Account Start Date: 22/10/2020
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries: N/A
 Nomination Type: N/A
 Vested Benefits: 39,790.57
 Total Death Benefit: 39,790.57

Your Balance

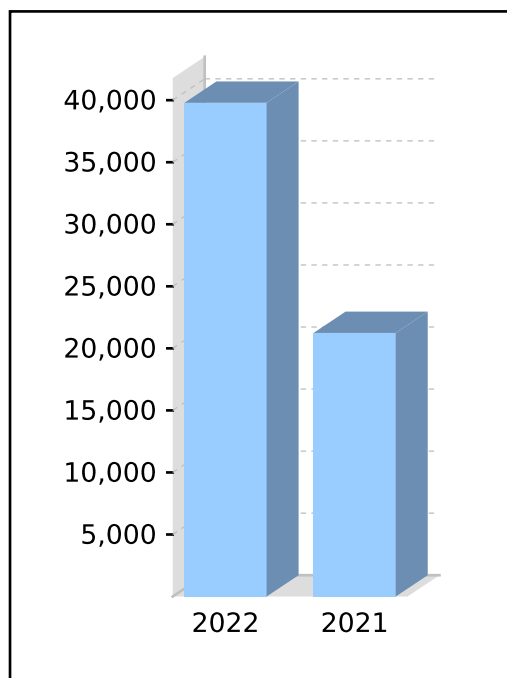
Total Benefits 39,790.57

Preservation Components

Preserved 39,790.57
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free
 Taxable 39,790.57



Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	21,242.55
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	27,500.00
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(4,818.92)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	4,125.00
Income Tax	8.06
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	39,790.57

Nisbet Super Fund
Deductions Notice Letter

I, Charlene Marie Nisbet as a member of Nisbet Super Fund

have requested in writing in accordance with section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$27500.00

for contributions paid in the year ended 30 June 2022.

Charlene Nisbet

Charlene Marie Nisbet

Date: 23-03-2023

Nisbet Super Fund
Deductions Notice Letter

I, Timothy Lawrence Nisbet as a member of Nisbet Super Fund

have requested in writing in accordance with section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$27500.00

for contributions paid in the year ended 30 June 2022.

Timothy Nisbet

Timothy Lawrence Nisbet

Date: 23-03-2023

Nisbet Super Fund Deductions Notice Letter

Nisbet Family Super Pty Ltd as trustee for Nisbet Super Fund acknowledges that

Charlene Marie Nisbet

has advised in writing in accordance with Section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$27500.00

for contributions paid in the year ended 30 June 2022. The Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Charlene Nisbet

Charlene Marie Nisbet

Date: ~~23-03-2023~~

**** IMPORTANT INFORMATION - PLEASE READ THE FOLLOWING CAREFULLY ****

If your records confirm the above amount claimed no action on your behalf is required. Retain this acknowledgement with your taxation records as it may be requested by the Australian Taxation Office to substantiate your tax deduction for Superannuation Contributions.

Otherwise: Complete the details below and return this form to the Trustee if:

1. The amount shown above is not the amount that will be claimed, or
2. The Australian Taxation Office disallows/reduces the amount you claim.

In terms of Section 290-170 of the Income Tax Assessment Act 1997 I advise that the amount I intend to claim as a tax deduction for the period 01 July 2021 to 30 June 2022 is: \$ _____

Charlene Nisbet

Charlene Marie Nisbet

Date: ~~23-03-2023~~

Nisbet Super Fund Deductions Notice Letter

Nisbet Family Super Pty Ltd as trustee for Nisbet Super Fund acknowledges that

Timothy Lawrence Nisbet

has advised in writing in accordance with Section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$27500.00

for contributions paid in the year ended 30 June 2022. The Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Charlene Nisbet

Charlene Marie Nisbet

Date: 23-03-2023

**** IMPORTANT INFORMATION - PLEASE READ THE FOLLOWING CAREFULLY ****

If your records confirm the above amount claimed no action on your behalf is required. Retain this acknowledgement with your taxation records as it may be requested by the Australian Taxation Office to substantiate your tax deduction for Superannuation Contributions.

Otherwise: Complete the details below and return this form to the Trustee if:

1. The amount shown above is not the amount that will be claimed, or
2. The Australian Taxation Office disallows/reduces the amount you claim.

In terms of Section 290-170 of the Income Tax Assessment Act 1997 I advise that the amount I intend to claim as a tax deduction for the period 01 July 2021 to 30 June 2022 is: \$ _____

Timothy Nisbet

Timothy Lawrence Nisbet

Date: 23-03-2023

Nisbet Super Fund

29 Egan Road, Beaudesert, Queensland, 4285

Mr Anthony Boys
Super Audits Pty Ltd
PO Box 3376
Rundle Mall SA 5000

Dear Sir,

Nisbet Super Fund

Superannuation Fund Management/Trustee Representation Letter

In connection with your audit examination of the financial report of Nisbet Super Fund for the year ended 30 June 2022, hereby confirm, at your request that to best of our knowledge and belief, the following representation relating to the accounts are correct.

Financial Report

We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation of the financial report.

The management/trustee have determined that the fund is not a reporting entity for the year ended 30 June 2022 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 requirement of the SISA and the SISR, and to confirm that the financial report is free of material misstatements, including omissions.

Sole Purpose

The fund has been maintained for the sole purpose of providing superannuation benefits to its members and their dependents.

Superannuation Fund Books/Records/Minutes

- (a) We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit.
- (a) We have made available to you Minutes of all trustee(s)' meetings and the Trust Deed.
- (b) We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial statements, 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 statements.
- (c) We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.
- (d) Records maintained during the period were in accordance with the Australian Taxation Office requirements.

Asset Form

The assets of the superannuation fund are being held in a form suitable for the benefit of the members of the fund, and have been held in accordance with the fund's investment strategy.

Ownership and Pledging of Assets

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

Investments

- (a) We have considered the requirement of generally accepted accounting standards in regards to impairment of assets when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
- (b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments that have not been disclosed in the financial statements.
- (c) The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the insurance needs of fund members, and the assets of the fund are in line with this strategy.
- (d) All investments are acquired, maintained and disposed of on an arm's length basis.

Trust Deed

The superannuation fund is being conducted in accordance with its Trust Deed.

Superannuation Industry (Supervision) Act and Regulations

- (a) The fund meets the definition of a self-managed superannuation fund under the SISA.
- (b) The fund has been conducted in accordance with the SISA, the SISR and its governing rules at all times during the year. Also there were no amendments to the governing rules during the year, except as notified to you.
- (c) The fund is being conducted in accordance with the SISA and the SISR, in particular the relevant requirements of the following provisions:

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA
- (d) The trustee(s) have been nominated and may only be removed in such manner and circumstances as are allowed in the Trust Deed.
- (e) The trustees are not disqualified persons under s126K of the SISA.
- (f) Any vacancy among the trustee(s) is filled in accordance with the Trust Deed.
- (g) The trustee(s) have complied with all trustee standards set out in SISR and the covenant prescribed by section 52 of the SISA.

- (h) The trustee(s) have complied with all investment standards set out in the SISA and the SISR.
- (i) Information retention obligations have been complied with.
- (j) All contributions accepted and benefits paid have been in accordance with the governing rules of the fund and relevant provisions of the SISA and the SISR.

There are no breaches or possible breaches of the SIS legislation whose effects should be considered for disclosure in the financial report or to the Australian Taxation Office.

Commitments

- (a) There are no material commitments for construction or acquisition of property, plant and equipment to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
- (b) There were no commitments for purchase or sale of securities or assets or any options given by the fund including options over share capital.

Taxation

- (a) We have calculated income tax expense, current tax liability, deferred tax liability and deferred tax asset according to the definitions of taxable income and allowable deductions. We have calculated and recognised all other applicable taxes according to the relevant tax legislation.
- (b) There are no activities that invoke the anti-avoidance provisions of any applicable tax legislation.

Borrowings

The trustees have not borrowed money on behalf of the superannuation fund with the exception of borrowings which were allowable under the SIS Act and the SIS Regulations.

Related Parties

- (a) The fund has not made any loans to, or provided financial assistance to members of the fund or their relatives.
- (b) No asset has been acquired from a member or related party other than as permitted under the SISA and the SISR.
- (c) Related party transactions and related amounts receivable or payable have been properly disclosed in the financial statements.
- (d) All related party transactions have been conducted on commercial terms as if the transaction was undertaken on an arms length basis in accordance with section 109 of the SIS Act.

Accounting Misstatement Detected by Audit

There has been no misstatement noted by audit during the course of the current year audit.

Insurance

The superannuation fund has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks where relevant. This review has been

performed and where it is considered appropriate, assets and insurable risks of the superannuation fund are adequately covered by insurance.

Accounting Estimates

We confirm the significant assumptions used in making accounting estimates are reasonable.

Fair Value Measurements and Disclosures

We confirm that significant assumptions used in fair value measurements and disclosures are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the fund.

Going Concern

In the opinion of the trustees there are reasonable grounds to believe that the superannuation fund will be able to:

- Pay its debts as and when they fall due.
- Continue as a going concern for the foreseeable future.

We, therefore, confirm that the going concern basis is appropriate for the financial report.

Events after Balance Sheet Date

We are not aware of any events that have occurred between the financial reporting date to the date of this letter that we need to disclose or recognise in the financial report.

Comparative Information

We confirm that there have been no restatements made to correct a material misstatement in the prior period financial report that affects the comparative information.

Fraud and Error

- (a) There has been no:
 - (i) Fraud, error, or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure.
 - (ii) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial report.
 - (iii) Communication from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- (b) The superannuation fund has disclosed to the auditor all significant facts relating to any frauds or suspected frauds known to management that may have affected the superannuation fund.
- (c) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.
- (d) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.

Legal Matters

We confirm that all matters that may result in legal action against the fund or the trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.

General

- (a) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.
- (b) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, 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.
- (c) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (d) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

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

Additional Matters

There are no additional matters.

Signed by the Directors of Nisbet Family Super Pty Ltd as Trustee for the Nisbet Super Fund

Timothy Nisbet

Director / Trustee
Timothy Lawrence Nisbet

Director / Trustee

Nisbet Super Fund

Dear Timothy Lawrence

Nisbet Super Fund

Audit Engagement Letter

Objectives and Scope of the Audit

You have requested that we audit the financial statements of the SMSF for the year ended 30 June 2022. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Our audit will be performed in accordance with Australian Auditing Standards, the *Superannuation Industry (Supervision) Act 1993 (SISA)* and the *Superannuation Industry (Supervision) Regulations (SISR)* with the objective of expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and the SISR.

Our Responsibilities

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance as to whether the financial report is free from material misstatement.

An 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. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the implementation and operation of accounting and internal control systems that are designed to prevent and detect fraud and error, as well as evaluating the overall presentation of the financial report.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatement may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity'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 entity's internal control. We will, however, communicate to you in writing any significant deficiencies in internal control relevant to the audit of the financial report that we have identified during the audit.

Trustees' Responsibilities

Our audit will be conducted on the basis that the trustee(s) acknowledge and understand that they have responsibilities:

- For the preparation of the financial report that gives a true and fair view in accordance with the Australian Auditing Standards, other mandatory reporting requirements and the SIS Act and SIS Regulations is that of the trustee(s);
- For such internal control as the trustee(s) determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error; and
 - To provide us with: Access to all information of which the trustees are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;

- Additional information that we may request from the trustees for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from trustees written confirmation concerning representations made to us in connection with the audit.

Australian Auditing Standards require that we determine whether the financial reporting framework applied in the preparation of this special purpose of financial report is acceptable. If we determine the financial reporting framework to be unacceptable, we will not be able to undertake the audit engagement unless the framework is amended and then determined to be acceptable.

If a qualified audit report is to be issued following the completion of our audit, we will advise the details to you in a timely manner and prior to the issue of our report.

Audit of SIS Compliance

For the year ended 30 June 2022, we are required to form an opinion in respect of compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections: 17A, 35AE, 35B, 35C(2), 52, 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA, 13.22C

Report on Significant Matters

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 Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report to the ATO, as regulator, any contravention of the SISA and the SISR, where we believe the contravention may affect the interests of the members of beneficiaries of the fund.

In addition, we are also required under section 130 to report to you if we believe the superannuation fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as trustee(s) as to the action taken to rectify the situation or we receive no response, we are obliged to report the matter to the ATO.

A failure on the part of the trustee to rectify these breaches to the satisfaction of the ATO may result in significant penalties to the trustee and the fund itself.

In addition to our report on the financial statements, we will also report to you any material weaknesses in the fund's system of accounting and internal control which come to our notice during the course of our audit.

Quality Control

The conduct of our audit in accordance Australian Auditing Standards means that information acquired by us in the course of our audit is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your expressed consent.

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

Independence/Conflict of Interest

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

Outsourced Services

We do not use any outsourced services in overseas locations when conducting client assignments.

Data Storage

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

Limitation of Liability

Our firm's liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

Other

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

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 audit of the financial report.

If you have any queries in relation to this please contact me.

To: MR ANTHONY BOYS

I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of Nisbet Family Super Pty Ltd as trustee for the Nisbet Super Fund

Signed &
Dated

Timothy Nisbet

Charlene Nisbet

23-03-2023

23-03-2023

Yours sincerely




ANTHONY BOYS – REGISTERED COMPANY AUDITOR

DATED:

Signed document to be returned to P.O. Box 3376 Rundle Mall 5000

Signature Certificate

Reference number: EJPDW-BJDXA-VTG2Q-HPWQX

Signer	Timestamp	Signature
Sam Greco Email: samg@taxonline.com.au Sent: 09 Mar 2023 03:03:44 UTC Viewed: 09 Mar 2023 03:24:55 UTC Signed: 09 Mar 2023 03:26:40 UTC		
Recipient Verification: ✓ Email verified	09 Mar 2023 03:24:55 UTC	IP address: 14.201.8.205 Location: Brisbane, Australia
Timothy Nisbet Email: accounts@ctlh.com.au Sent: 09 Mar 2023 03:03:44 UTC Viewed: 22 Mar 2023 23:52:31 UTC Signed: 22 Mar 2023 23:54:28 UTC		
Recipient Verification: ✓ Email verified	22 Mar 2023 23:52:31 UTC	IP address: 65.181.13.112 Location: Sydney, Australia
Charlene Nisbet Email: charlene@ctlh.com.au Sent: 09 Mar 2023 03:03:44 UTC Viewed: 22 Mar 2023 23:55:02 UTC Signed: 22 Mar 2023 23:59:19 UTC		
Recipient Verification: ✓ Email verified	22 Mar 2023 23:55:02 UTC	IP address: 65.181.13.112 Location: Sydney, Australia

Document completed by all parties on:
22 Mar 2023 23:59:19 UTC

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Investment Strategy

Nisbet Super Fund

Background:

The investment strategy outlined below represents an expansion and clarification of the Investment Strategy agreed at the formation of **Nisbet Super Fund** (“the Fund”).

Objectives:

The objective of the fund is to:

- Provide superannuation benefits to members and their dependants to meet their retirement needs.
- Ensure that appropriate mixes of investments are held by the fund to support these needs
- Ensure the fund has sufficient liquidity at all times to meet all commitments
- Maximise the tax effectiveness of fund investments thereby delivering the best long term after tax return for members.

The Investment objective of the trustees is to aim to achieve real medium to longer-term growth. In recognition of the **[number of years]** year investment time frame of members the fund will have a **[low/high]** proportion of growth assets in the portfolio.

Investment Choice:

The Trustees have determined the fund’s investments may include but not be limited to all or one of the following:

- Direct equities, stocks and derivatives including participation in dividend reinvestment programs and right issues, including the use of geared instalment warrants:
- Property trusts and associated investments:
- Managed investments and associated products:
- Direct residential, industrial and commercial property investment [including geared property investments purchased using allowable limited recourse borrowing arrangements]:
- Deposits and investments with banks and other financial institution securities including Term Deposits, Debentures, Secured and Unsecured Notes and Bonds:
- Any other investment that the trustees may feel prudent to achieve the objective of the fund.

The Trustee may from time to time decide to seek professional advice from Accountants, Solicitors or Financial Planners in the formulation or implementation of this or any future investment strategy.

In formulating this strategy the trustees have taken into consideration relevant features of the various investments in accordance with both the fund's objectives and appropriate legislation.

In drafting this investment strategy, the trustees have taken into account all of the circumstances of the fund, including:

- the risks and likely return associated with each investment;
- the range and diversity of investments held by the fund;
- any risks coming from limited diversification;
- the liquidity of the fund's investments;
- the ages and preferences of its members;
- expected cash flow requirements; and
- the ability of the fund to meet its existing and prospective liabilities such as paying benefits to its members.

Policies:

The policies adopted by the Trustees in order to achieve these objectives are:

- Regular monitoring of the performance of the fund's investments, the overall investment mix and the expected cash flow requirements of the fund.
- Re-balancing the fund's investment portfolio due to changes in market conditions through asset sales and new investments as appropriate.

The Trustees will aim to follow the investment strategy, however, they will at all times reserve the right to change the investment mix depending on the market situation and opportunities available to better meet the objectives of the fund.

A copy of the Investment Strategy of the fund will be available to members of the fund on request.

Risk profile and risk tolerance:

The Fund has a medium time horizon. Further **[the members are prepared to endure a reasonable level of volatility of returns in expectation of long term growth/the Members wish to have a conservative asset allocation thereby limiting volatility of returns]**. [The members have existing equity and property investments outside superannuation and are familiar with the variability of both returns and capital values which are associated with such investments.]

Members understand

- the trade-off between investment risk and long term capital and income growth and have indicated **[capital preservation & stability/asset growth]** is a priority
- Investment risk is borne by the members, as fluctuations in investment returns will affect the level of benefits available to members.

Single Asset Strategy

The Fund intends to have a large portion of its assets held in a single asset (a property). The Trustees recognise the higher risk in investing predominantly in growth assets (particularly as a very large portion of the fund's assets are invested in a single property and the volatility associated with shares and property. The Trustees believe that the volatility will be compensated by the prospect of achieving higher return and growth in the longer term.

Insurance:

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that:

- **Additional insurance is not appropriate as the members have [pre-existing medical conditions/are at an age] such that insurance is not available on a cost effective basis**
- **Additional insurance is not deemed appropriate as the members have significant assets inside and outside superannuation with no significant outstanding liabilities**
- **The members have appropriate insurance outside the fund via an [industry fund/retail superannuation fund/insurance policy directly held by the member]**
- **The Trustees recognise the need for additional insurance and will take the following actions [describe planned actions and timeframes]**

Liquidity:

The Members of the Fund are aged **60 & 46** and have **[few other/significant]** assets outside of superannuation. At the present time neither expect to access their superannuation prior to age **[65]**. Accordingly there is no anticipated benefit payment in the next **[_____]** years. Cash in excess of anticipated liquidity requirement will be invested in accordance with the Fund's investment strategy.

Asset Allocation:

The targeted asset allocation takes into account the benefits of a diversified asset mix, however, given the investment time horizon of the fund (which is based on the members life expectancies) and the members **[lack of]** significant assets outside of superannuation, the allocation will be focused on **[maximising capital growth/preserving capital/generating stable income steams/generating franked dividends/ensuring capital stability]**.

The Trustees recognise the higher risk in investing predominantly in growth assets and the volatility associated with shares and property. The volatility will be compensated by the prospect of achieving higher returns and growth in the longer term. In order to minimise this risk Trustees will consider investing in different industries and sectors where possible.

The final targeted asset allocation will be in the following ranges:

The fund will have a strong bias towards a single asset strategy. The single asset - being a cattle farm - will be leased out and is expected to generate to enough cash to meet the liquidity requirements.

Growth Assets	Indicative range
• Australian listed equities	0-20%
• International listed equities	0-20%
• Australian listed property	0-10%
• [Direct Property]	80-99%
• [Collectables]	0%
Defensive assets	
• Cash and term deposits	1-20%
• Australian cash and bond funds	0%
• International cash and bond funds	0%
• Bullion	0%

Signed & dated

Timothy Nisbet

23-03-2023

Timothy Nisbet

Date

Director of Corporate Trustee Nisbet Family Super Fund Pty Ltd

Charlene Nisbet

23-03-2023

Charlene Nisbet

Date

Director of Corporate Trustee Nisbet Family Super Fund Pty Ltd

Signature Certificate

Reference number: EJPDW-BJDXA-VTG2Q-HPWQX

Signer	Timestamp	Signature
Timothy Nisbet Email: accounts@ctlh.com.au Sent: 09 Mar 2023 03:03:44 UTC Viewed: 22 Mar 2023 23:52:31 UTC Signed: 22 Mar 2023 23:54:28 UTC		
Recipient Verification: ✓Email verified	22 Mar 2023 23:52:31 UTC	IP address: 65.181.13.112 Location: Sydney, Australia

Charlene Nisbet Email: charlene@ctlh.com.au Sent: 09 Mar 2023 03:03:44 UTC Viewed: 22 Mar 2023 23:55:02 UTC Signed: 22 Mar 2023 23:59:19 UTC		
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PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)

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

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) 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 Year Name of partnership, trust, fund or entity

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:

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director

Timothy Nisbet

Date

PART B Electronic funds transfer consent

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

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

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

Agent's reference number Account Name

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

Signature

Timothy Nisbet

Date

Self-managed superannuation fund annual return

2022

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 2022 (NAT 71287).

Return year

The Self-managed superannuation fund annual return instructions 2022 (NAT 71606) (the instructions) can assist you to complete this annual return.

The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT3036).

Section A: Fund information

1 Tax file number (TFN)

The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

5 Annual return status

Is this an amendment to the SMSF's 2022 return?

 A N

Is this the first required return for a newly registered SMSF?

 B N

6 SMSF auditor

Auditor's name

Title

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Use Agent
address details?

Postal address

Date audit was completed

 A

Was Part A of the audit report qualified?

 B N

Was Part B of the audit report qualified?

 C N

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

 D

Sensitive (when completed)

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 064400 Fund account number 10349619

Fund account name Nisbet Super Fund

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

B Financial institution account details for tax refunds

Use Agent Trust Account? []

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

BSB number [] Account number []

Account name []

C Electronic service address alias

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

[]

8 Status of SMSF

Australian superannuation fund

A Y

Fund benefit structure

B A

Code

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

9 Was the fund wound up during the income year?

N Print Y for yes or N for no.

If yes, provide the date on which the fund was wound up Day Month Year []

Have all tax lodgment and payment obligations been met? []

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year? N Print Y for yes or N for no.

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label A.

If No, Go to Section B: Income

If Yes Exempt current pension income amount A []

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

Segregated assets method B []

Unsegregated assets method C []

Was an actuarial certificate obtained? D [] Print Y for yes

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

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

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

Sensitive (when completed)

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the entire year, there was no other income that was assessable, and you have not realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** **N** Print **Y** for yes or **N** for no.

Have you applied an exemption or rollover? **M** Print **Y** for yes or **N** for no. Code

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a Capital gains tax (CGT) schedule 2022.

Net capital gain **A**

Gross rent and other leasing and hiring income **B**

Gross interest **C**

Forestry managed investment scheme income **X**

Gross foreign income **D1** Net foreign income **D** Loss

Australian franking credits from a New Zealand company **E**

Transfers from foreign funds **F** Number

Gross payments where ABN not quoted **H**

Gross distribution from partnerships **I** Loss

* Unfranked dividend amount **J**

* Franked dividend amount **K**

* Dividend franking credit **L**

* Gross trust distributions **M** Code

Calculation of assessable contributions

Assessable employer contributions **R1**

plus Assessable personal contributions **R2**

plus #*No-TFN-quoted contributions **R3**
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6**

Assessable contributions (R1 plus R2 plus R3 less R6) **R**

Calculation of non-arm's length income

* Net non-arm's length private company dividends **U1**

plus * Net non-arm's length trust distributions **U2**

plus * Net other non-arm's length income **U3**

Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U**

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

GROSS INCOME (Sum of labels A to U) **W** Loss

Exempt current pension income **Y**

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

Sensitive (when completed)

Fund's tax file number (TFN)

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	A1 <input type="text" value="10,012"/>	A2	<input type="text"/>
Interest expenses overseas	B1 <input type="text"/>	B2	<input type="text"/>
Capital works expenditure	D1 <input type="text"/>	D2	<input type="text"/>
Decline in value of depreciating assets	E1 <input type="text" value="1,117"/>	E2	<input type="text"/>
Insurance premiums – members	F1 <input type="text"/>	F2	<input type="text"/>
SMSF auditor fee	H1 <input type="text"/>	H2	<input type="text"/>
Investment expenses	I1 <input type="text" value="14,514"/>	I2	<input type="text"/>
Management and administration expenses	J1 <input type="text" value="1,818"/>	J2	<input type="text"/>
Forestry managed investment scheme expense	U1 <input type="text"/>	U2	<input type="text"/>
Other amounts	L1 <input type="text"/> <small>Code</small> <input type="text"/>	L2 <input type="text" value="8,347"/> <small>Code</small> <input type="text" value="0"/>	
Tax losses deducted	M1 <input type="text"/>		
TOTAL DEDUCTIONS		TOTAL NON-DEDUCTIBLE EXPENSES	
N <input type="text" value="27,461"/> (Total A1 to M1)		Y <input type="text" value="8,347"/> (Total A2 to L2)	
#TAXABLE INCOME OR LOSS		TOTAL SMSF EXPENSES	
O <input type="text" value="57,194"/> <small>Loss</small> <input type="text"/>		Z <input type="text" value="35,808"/> (N plus Y)	
(TOTAL ASSESSABLE INCOME TOTAL DEDUCTIONS)			

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the Self-managed superannuation fund annual return instructions 2022 on how to complete the calculation statement.

#Taxable income	A <input type="text" value="57,194"/>
(an amount must be included even if it is zero)	
#Tax on taxable income	T1 <input type="text" value="8,579.10"/>
(an amount must be included even if it is zero)	
#Tax on no-TFN-quoted contributions	J <input type="text" value="0.00"/>
(an amount must be included even if it is zero)	
Gross tax	B <input type="text" value="8,579.10"/>
(T1 plus J)	

Sensitive (when completed)

Foreign income tax offset	C1 <input type="text"/>	Non-refundable non-carry forward tax offsets
Rebates and tax offsets	C2 <input type="text"/>	
		C <input type="text" value="0.00"/>
		(C1 plus C2)

SUBTOTAL 1

T2

(B less C –cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1 <input type="text"/>	Non-refundable carry forward tax offsets
Early stage venture capital limited partnership tax offset carried forward from previous year	D2 <input type="text"/>	
Early stage investor tax offset	D3 <input type="text"/>	
Early stage investor tax offset carried forward from previous year	D4 <input type="text"/>	
		D <input type="text" value="0.00"/>
		(D1 plus D2 plus D3 plus D4)

SUBTOTAL 2

T3

(T2 less D –cannot be less than zero)

Complying fund's franking credits tax offset	E1 <input type="text"/>	Refundable tax offsets
No-TFN tax offset	E2 <input type="text"/>	
National rental affordability scheme tax offset	E3 <input type="text"/>	
Exploration credit tax offset	E4 <input type="text"/>	
		E <input type="text" value="0.00"/>
		(E1 plus E2 plus E3 plus E4)

#TAX PAYABLE T5

(T3 less E - cannot be less than zero)

Section 102AAM interest charge

G

Sensitive (when completed)

Fund's tax file number (TFN)

Credit for interest on early payments – amount of interest
H1

Credit for tax withheld – foreign resident withholding (excluding capital gains)
H2

Credit for tax withheld – where ABN or TFN not quoted (non-individual)
H3

Credit for TFN amounts withheld from payments from closely held trusts
H5

Credit for interest on no-TFN tax offset
H6

Credit for foreign resident capital gains withholding amounts
H8

Eligible credits
H
 (H1 plus H2 plus H3 plus H5 plus H6 plus H8)

#Tax offset refunds **I**
 (Remainder of refundable tax offsets)
 (unused amount from label E- an amount must be included even if it is zero)

PAYG instalments raised

K

Supervisory levy

L

Supervisory levy adjustment for wound up funds

M

Supervisory levy adjustment for new funds

N

#This is a mandatory label.

Total amount of tax payable **S**
 (T5 plus G less H less I less K plus L less M plus N)

Section E: Losses

14 Losses

If total loss is greater than \$100,000, complete and attach a Losses schedule 2022.

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

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

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

Sensitive (when completed)

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

	See the Privacy note in the Declaration.	Member
Title	Ms <input style="width: 200px;" type="text"/>	Member'sTFN <input style="width: 150px;" type="text"/>
Family name	Nisbet <input style="width: 250px;" type="text"/>	<input style="width: 40px; text-align: center; border: 1px solid black;" type="text" value="1"/>
First given name	Charlene <input style="width: 450px;" type="text"/>	Account status
Other given names	Marie <input style="width: 450px;" type="text"/>	<input style="width: 20px; text-align: center; border: 1px solid black;" type="text" value="0"/> Code
Date of birth	<input style="width: 150px;" type="text" value="11/10/1974"/>	If deceased, date of death <input style="width: 150px;" type="text"/>

Contributions

OPENING ACCOUNT BALANCE

Refer to instructions for completing these labels.

Employer contributions

A

ABN of principal employer

A1

Personal contributions

B

CGT small business retirement exemption

C

CGT small business 15-year exemption amount

D

Personal injury election

E

Spouse and child contributions

F

Other third party contributions

G

TOTAL CONTRIBUTIONS **N**

(Sum of labels A to M)

Proceeds from primary residence disposal

H

Receipt date

H1

Assessable foreign superannuation fund amount

I

Non-assessable foreign superannuation fund amount

J

Transfer from reserve: assessable amount

K

Transfer from reserve: non-assessable amount

L

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

T

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

M

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

Sensitive (when completed)

Fund's tax file number (TFN)

See the Privacy note in the Declaration.

Title Member'sTFN Member

Family name Account status Code

First given name

Other given names

Date of birth If deceased, date of death

Contributions

OPENING ACCOUNT BALANCE

Refer to instructions for completing these labels.

Employer contributions

ABN of principal employer

Personal contributions 27,500.00

CGT small business retirement exemption

CGT small business 15-year exemption amount

Personal injury election

Spouse and child contributions

Other third party contributions

Proceeds from primary residence disposal

Receipt date

Assessable foreign superannuation fund amount

Non-assessable foreign superannuation fund amount

Transfer from reserve: assessable amount

Transfer from reserve: non-assessable amount

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

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

TOTAL CONTRIBUTIONS 27,500.00
(Sum of labels A to M)

Other transactions

Accumulation phase account balance 39,790.57

Retirement phase account balance - Non CDBIS 0.00

Retirement phase account balance - CDBIS 0.00

Allocated earnings or losses 8,951.98 Loss

Inward rollovers and transfers

Outward rollovers and transfers

Lump Sum payments Code

Income stream payments Code

TRIS Count

CLOSING ACCOUNT BALANCE 39,790.57
(S1 plus S2 plus S3)

Accumulation phase value

Retirement phase value

Outstanding limited recourse borrowing arrangement amount

Sensitive (when completed)

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts	A	<input type="text"/>
Unlisted trusts	B	<input type="text"/>
Insurance policy	C	<input type="text"/>
Other managed investments	D	<input type="text"/>

15b Australian direct investments

Cash and term deposits	E	<input type="text" value="51,007"/>
Debt securities	F	<input type="text"/>
Loans	G	<input type="text"/>
Listed shares	H	<input type="text"/>
Unlisted shares	I	<input type="text"/>

Limited recourse borrowing arrangements	
Australian residential real property	J1 <input type="text"/>
Australian non-residential real property	J2 <input type="text" value="800,000"/>
Overseas real property	J3 <input type="text"/>
Australian shares	J4 <input type="text"/>
Overseas shares	J5 <input type="text"/>
Other	J6 <input type="text"/>
Property count	J7 <input type="text" value="1"/>

Limited recourse borrowing arrangements	J	<input type="text" value="800,000"/>
---	----------	--------------------------------------

Non-residential real property	K	<input type="text"/>
Residential real property	L	<input type="text"/>
Collectables and personal use assets	M	<input type="text"/>
Other assets	O	<input type="text" value="53,808"/>

15c Other investments

Crypto-Currency	N	<input type="text"/>
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15d Overseas direct investments

Overseas shares	P	<input type="text"/>
Overseas non-residential real property	Q	<input type="text"/>
Overseas residential real property	R	<input type="text"/>
Overseas managed investments	S	<input type="text"/>
Other overseas assets	T	<input type="text"/>

TOTAL AUSTRALIAN AND OVERSEAS ASSETS (Sum of labels A to T)	U	<input type="text" value="904,815"/>
---	----------	--------------------------------------

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** Print **Y** for yes or **N** for no.

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** **Y** Print **Y** for yes or **N** for no.

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** **N** Print **Y** for yes or **N** for no.

Sensitive (when completed)

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements		V1	<input type="text" value="175,793"/>
Permissible temporary borrowings		V2	<input type="text"/>
Other borrowings		V3	<input type="text"/>
Borrowings			V <input type="text" value="175,793"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCEs from Sections F and G)		W	<input type="text" value="720,443"/>
Reserve accounts		X	<input type="text"/>
Other liabilities		Y	<input type="text" value="8,579"/>
TOTAL LIABILITIES		Z	<input type="text" value="904,815"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains	H	<input type="text"/>
Total TOFA losses	I	<input type="text"/>

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit income year specified of the election (for example, for the 2021–22 income year, write 2022). **A**

If revoking or varying a family trust election, print R for revoke or print V for variation, and complete and attach the Family trust election, revocation or variation 2022. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an Interposed entity election or revocation 2022 for each election. **C**

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

Sensitive (when completed)

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.

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.

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.

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.

Authorised trustee's, director's or public officer's signature

Signature box

Date 08/03/2023

Preferred trustee or director contact details:

Title Mr

Family name Nisbet

First given name Timothy

Other given names Lawrence

Phone number Area code 07 Number 32635200

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I, SAM GRECO & CO

declare that the Self-managed superannuation fund annual return 2022 has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date 08/03/2023

Tax agent's contact details

Title Mr

Family name Greco

First given name Sam

Other given names

Tax agent's practice SAM GRECO & CO

Tax agent's phone number Area code 07 Number 32635200

Tax agent number 74856004

Reference number NISB0005

Sensitive (when completed)

Depreciation Worksheet

2022

Title
 Transfer to
 Private Use % (default private use % for this worksheet)

Taxpayer is eligible for Small Business accelerated depreciation for General Pool (Y or BLANK)

Total Cost	Opening	Acquisition Date	Acquisition Cost	Total Value	Rate %	Type P/D	Decline in Value	Private Portion	Closing
------------	---------	------------------	------------------	-------------	--------	----------	------------------	-----------------	---------

All Assets (1)

Fencing									
53,809	0	01/09/2021	53,809	53,809	2.50	P	1,117	0	52,692

Total Cost	Opening	Acquisition Cost	Total Value	Decline in Value	Private	Closing
53,809	0	53,809	53,809	1,117	0	52,692

Disposals: {	Deduct for Private Use		0
	Net Depreciation		
	Deduct for Private Use		
	Net Adjustment		
Total Claimed for Depreciation			1,117

Total Assets - 1 [On hand the full year - 0, Acquisitions - 1, Disposals - 0]

Sensitive (when completed)

Signature Certificate

Reference number: EJPDW-BJDXA-VTG2Q-HPWQX

Signer

Timestamp

Signature

Timothy Nisbet

Email: accounts@ctlh.com.au

Sent:

09 Mar 2023 03:03:44 UTC

Viewed:

22 Mar 2023 23:52:31 UTC

Signed:

22 Mar 2023 23:54:28 UTC



Recipient Verification:

✓Email verified

22 Mar 2023 23:52:31 UTC

IP address: 65.181.13.112

Location: Sydney, Australia

Document completed by all parties on:

22 Mar 2023 23:54:28 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



B - Permanent Documents

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Supporting Documents

- Fund Summary Report [Report](#)
- signed Consent to Act As Trustee.pdf
- signed Nisbet Super Fund Trust Deed.pdf
- signed Application for Membership - Tim Nisbet.pdf
- Trust Deed - Nisbet Super Fund.pdf
- Minutes of Meeting 22102020.pdf
- signed Application for Membership - Charlene Nisbet.pdf
- ATO regulated fund - Nisbet Super Fund.pdf
- signed Binding Nomination - Charlene Nisbet.pdf
- signed Trustee Declaration Timothy Nisbet.pdf
- signed Instructions to set up Super Fund.pdf
- signed Binding Nomination - Tim Nisbet.pdf
- ABN - Nisbet Super Fund.pdf
- Related Documents - Nisbet Super Fund.pdf
- signed Trustee Declaration Charlene Nisbet.pdf

Standard Checklist

- Attach latest copy of ASIC annual company statement (if corporate trustee)
- Ensure latest copies of ATO Trustee Declarations and ATO confirmation that the fund is a regulated fund is attached
- Ensure latest copies of trustee consents, member consents and registers are attached
- Ensure latest copy of trust deed (including amendments) are attached
- Use [Australian Business Register](#) to ensure details are correct
- Use [Super Fund Lookup](#) to check the eligibility to receive rollovers and contributions

Nisbet Super Fund

Fund Summary Report

As at 30 June 2021

Fund Details

Date Formed: 22/10/2020
Tax File Number: Provided
ABN: 90825402531

Period: 01/07/2020 - 30/06/2021
Fund Type: SMSF
GST Registered: No

Postal Address:

29 Egan Road
Beaudesert, Queensland 4285

Physical Address:

29 Egan Road
Beaudesert, Queensland 4285

Members

Number of Members: 2

Name	Age	Member Accounts	Pension Accounts	Tax File Number	Beneficiary Details
Nisbet, Charlene Marie	46	1	0	Provided	Not Provided
Nisbet, Timothy Lawrence	61	1	0	Provided	Not Provided

Fund Relationships

Relationship Type	Contact
Accountant	Sam Greco & Co
Auditor	Super Audits Pty Ltd
Fund Contact	Nisbet, Timothy Lawrence
Tax Agent	Sam Greco & Co Chartered Accountants
Trustee	Nisbet Family Super Pty Ltd

ABN confirmation

- Success: Your application for an Australian Business Number (ABN) has been successful.

Your name: The Trustee for Nisbet Super Fund
Your ABN: 90825402531
ABN status: Active from 22/10/2020

We recommend that you print or save your ABN advice

[ABN advice](#)

Important information

- Use [myGovID](#) and [RAM](#) to access online services.
- [Update](#) your details within 28 days of any changes
- We may [review](#) your ABN entitlement
- Your ABN should be displayed on ABN Lookup in one hour

Next steps

Select 'Continue' to apply for other business registrations including: GST, PAYG, business name and online services.

[Continue](#)

[Copyright](#)



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THE TRUSTEE FOR NISBET SUPER FUND
PO BOX 354
ASPLEY QLD 4034

Our reference: 7118909914539
Phone: 13 10 20

22 October 2020

Please send all your future superannuation fund information to us

Dear Sir/Madam

Thank you for notifying us of your choice to make THE TRUSTEE FOR NISBET SUPER FUND a regulated self-managed superannuation fund (SMSF).

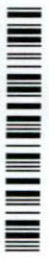
As we are responsible for regulating this type of fund, all information you provide about THE TRUSTEE FOR NISBET SUPER FUND, including your SMSF annual return, needs to be sent to us.

We look forward to helping you with any other regulatory and taxation issues that may relate to your fund. On the back of this letter, you'll find some guidance and useful links for running a SMSF.

If you have any questions, please call us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday. We'll be happy to help.

Yours faithfully

Grant Brodie
Deputy Commissioner of Taxation



What are my responsibilities as a fund trustee?

Generally, all members of self managed superannuation funds must also be the fund's trustees. Trustees have certain legal obligations and duties to fulfill.

One of your key responsibilities as a fund trustee will be to ensure that your fund meets the requirements of the *Superannuation Industry (Supervision) Act 1993* and related regulations (the *Superannuation Industry (Supervision) Regulations 1994*).

This includes informing us if any trustees or members join or leave the fund. You can do this at **www.abr.gov.au** or by lodging a *Change of details for superannuation entities* (NAT 3036) form, which can be ordered from our publication service on **1300 720 092**.

Where can I get more information?

If you would like more information about self managed superannuation funds, you can:

- go to our website at **www.ato.gov.au/smsf**, or
- contact us by phoning **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

Minutes of Meeting of Trustee/s

Of: Nisbet Super Fund
Held at: 29 Egan Road
Beaudesert QLD 4285
On: 22/10/2020

Present

Timothy Lawrence Nisbet
Charlene Marie Nisbet
as Directors of Nisbet Family Super Fund Pty Ltd ACN 645 303 322

Quorum

It was noted that, as a quorum was present, the meeting could proceed to business.

Waiver:

All attendees have agreed, prior to the time of the meeting, to waive the required period of notice of the meeting for the purposes of Section 249H(2) of the *Corporations Act 2001 (Cth)*.

Chairman

Timothy Lawrence Nisbet was elected to chair the meeting.

Business

The Trustee considered a Trust Deed establishing:
Nisbet Super Fund (the 'Fund').

Resolved

The Trustee resolved to:

1. accept the trusteeship of the Fund;
2. agree to administer the Fund in accordance with the terms and conditions set out in the Trust Deed; and
3. state that they are not disqualified persons for the purposes of the *Superannuation Industry (Supervision) Act 1993*; and
4. execute the Trust Deeds establishing the Fund.

Bank Account

It was resolved that the Trustee establish a bank account for the Fund.

Acceptance of Members

It was resolved to accept the Applications for Membership received from the applicants named below, and that those applicants be entered into the Register of Members and notified accordingly:

Charlene Marie Nisbet
Timothy Lawrence Nisbet

Closure

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

Signed as a correct record.

Chairman 

INSTRUCTIONS FOR THE COMPLETION OF YOUR DOCUMENTS

Nisbet Super Fund

Execution of Documents

Please ensure that all documents in the SMSF Register are executed and/or completed as indicated. The safe custody of these documents is the responsibility of the Trustee/s and we recommend that all documents (including deed copies) be retained in the SMSF Register.

Australian Tax Office

An "Application for ABN Registration for superannuation entities" is enclosed for your convenience. This application, including the notice of election to become a complying fund, must be completed and lodged with the ATO within sixty (60) days of the fund's establishment to enable the fund to receive eligible tax concessions. Please note that applications may also be made via the ATO's website at www.ato.gov.au.

Trustees' Declaration

Each individual trustee (or director of a corporate trustee) must sign a Trustees' Declaration in the form approved and published by the ATO and this form is to be kept for 10 years following their appointment. These forms have been included (and may also be downloaded via the ATO's website at www.ato.gov.au).

Opening of Bank Account and any Urgent Requirements

An executed copy of the Trust Deed may be required by your bank in order to open an account. We suggest that a photocopy of the Trust Deed (not an original) be produced to the bank for that purpose.

Stamp Duties

You may be required to forward the remaining executed copies of the SMSF trust Deed to the appropriate body in your State or Territory for assessment of applicable stamp duties. Refer to the enclosed Duties Schedule for further information.

Please contact our office should you have any queries or require any assistance.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Matthew Neibling".

Matthew Neibling
CEO

Document Depot

Copies of these documents are also available in the Acis Document Depot. You can obtain or download copies by logging on to our website www.acis.net.au and locating the relevant product in the list of completed matters (or by locating the relevant invoice).

Important Note

We do not provide advice in relation to any stamp duty or other state or territory taxes in relation to the enclosed documents nor in respect of any other matter. Please note that taxation, the Corporations Act, trust laws, contract laws and stamp duty laws in various jurisdictions are continually changing. Professional advice should be obtained before signing these documents. Significant fees, duties and penalties can be imposed when dealing with trust deeds. Accordingly, except to the extent required by law, we do not accept any responsibility other than in relation to the provision of these documents in accordance with your instructions. We do not purport to give advice in relation to the enclosed documents nor should you construe anything in the enclosed documents or any conversation or correspondence as advice of any kind.

Duties Schedule

Self Managed Superannuation Funds

The table below is provided for general guidance only. It is not intended, nor should it be treated as legal advice regarding the imposition or liability to stamp duty of any document or transaction. If in doubt, you should contact your local stamping authority.

State/ Territory	Contact	Trust Deed	Change of Trustee	Other changes
QLD	Ph 1300 300 734 Office of State Revenue www.osr.qld.gov.au	✗	✓ \$NIL	✗
NSW	Ph 1300 139 814 Office of State Revenue www.osr.nsw.gov.au	✗	✓ \$50	✗
VIC	Ph 13 21 61 State Revenue Office www.sro.vic.gov.au	✗	✗	✗
ACT	Ph (02) 6207 0028 The ACT Revenue Office www.revenue.act.gov.au	✗	✓ \$20	✗
TAS	Ph (03) 6166 4400 State Revenue Office www.sro.tas.gov.au	✗	✗	✗
SA	Ph (08) 8226 3750 State Taxation Office www.revenuesa.sa.gov.au	✗	May require lodgement for assessment	✗
WA	Ph (08) 9262 1400 State Revenue Office www.finance.wa.gov.au/staterevenue	✗	✓ \$20	✗
NT	Ph 1300 305 353 Territory Revenue Office www.treasury.nt.gov.au	✓ \$20	May require lodgement for assessment	✗

Notes:

1. The ability to access a duty exemption in most states requires certain conditions to be satisfied or the local state revenue office being satisfied as to the extent or nature of the transaction. Where a change of trustee is exempt from duty the relevant documents may be required to be lodged for assessment in any event to ensure revenue integrity.
2. Amendments which alter beneficial ownership may not be exempt in all circumstances.

Statement as to Superannuation Compliance

RE: Nisbet Super Fund

Dated: 22/10/2020

The Deed constituting the above-named superannuation fund was prepared by redchip lawyers for and on behalf of Acis. The Deed and Governing Rules have been drawn to enable the fund to meet the requirements to be considered as a complying superannuation fund pursuant to the Income Tax Assessment Act 1936 (as amended) and to allow an election to become a regulated superannuation fund, within the meaning of the Superannuation Industry (Supervision) Act 1993 (as amended) (the "Act") and the Regulations made pursuant to the Act, to be lodged

In addition, the Deed contains a deeming clause and as such, under present legislation, the fund constituted by the Deed will continue to comply providing the trustees, employers and members continue to adhere to the statutory requirements imposed by the Act, Regulations and other subordinate instruments imposing superannuation standards.

Should you have any queries or require any assistance, please contact our office.

Yours faithfully,

A handwritten signature in black ink, appearing to read "m neibling". The signature is fluid and cursive, written in a dark ink.

Matthew Neibling
CEO

Minutes of Meeting of Trustee/s

Of: Nisbet Super Fund
Held at: 29 Egan Road
Beaudesert QLD 4285
On: 22/10/2020

Present

Timothy Lawrence Nisbet
Charlene Marie Nisbet
as Directors of Nisbet Family Super Pty Ltd ACN 645 303 322

Quorum

It was noted that, as a quorum was present, the meeting could proceed to business.

Waiver:

All attendees have agreed, prior to the time of the meeting, to waive the required period of notice of the meeting for the purposes of Section 249H(2) of the *Corporations Act 2001 (Cth)*.

Chairman

Timothy Lawrence Nisbet was elected to chair the meeting.

Business

The Trustee considered a Trust Deed establishing:
Nisbet Super Fund (the 'Fund').

Resolved

The Trustee resolved to:

1. accept the trusteeship of the Fund;
2. agree to administer the Fund in accordance with the terms and conditions set out in the Trust Deed; and
3. state that they are not disqualified persons for the purposes of the *Superannuation Industry (Supervision) Act 1993*; and
4. execute the Trust Deeds establishing the Fund.

Bank Account

It was resolved that the Trustee establish a bank account for the Fund.

Acceptance of Members

It was resolved to accept the Applications for Membership received from the applicants named below, and that those applicants be entered into the Register of Members and notified accordingly:

Charlene Marie Nisbet
Timothy Lawrence Nisbet

Closure

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

Signed as a correct record.

Chairman

Consent to Act as Trustee

Nisbet Super Fund

The company named in the Particulars below ("Trustee") consents to act as a trustee of the Fund.

The Trustee accepts the appointment as trustee of the Fund and agrees to hold the property of the Fund upon the trusts, powers, discretions and obligations contained and conferred under the Trust Deed.

The Trustee confirms and acknowledges that the Trustee has read the terms and conditions in the Trust Deed and fully understands the duties and obligations of a trustee under the Trust Deed and the law.

The Trustee confirms that it is not disqualified under any provision in the Trust Deed or otherwise from being or becoming a trustee of the Fund.

Particulars:

Full Name Nisbet Family Super Pty Ltd ACN 645 303 322

Date: 22/10/2020

Signature:

Nisbet Family Super Pty Ltd ACN 645 303 322
Per Director

Register of Members

Nisbet Super Fund

Member Name:	Charlene Marie Nisbet
Address:	29 Egan Road Beaudesert QLD 4285
Date of Joining:	22/10/2020
Acceptance Date:	22/10/2020
Cessation Date:	/ /

Member Name:	Timothy Lawrence Nisbet
Address:	29 Egan Road Beaudesert QLD 4285
Date of Joining:	22/10/2020
Acceptance Date:	22/10/2020
Cessation Date:	/ /

Member Name:	
Address:	
Date of Joining:	/ /
Acceptance Date:	/ /
Cessation Date:	/ /

Member Name:	
Address:	
Date of Joining:	/ /
Acceptance Date:	/ /
Cessation Date:	/ /

Application for Membership

Nisbet Super Fund

To the Trustees of:

Nisbet Super Fund

I, Charlene Marie Nisbet apply for admission to membership of the Fund and undertake as follows:

1. I will be bound by the Trust Deed governing the Fund as it is presently constituted or as it may be varied from time to time.
2. I understand the terms and conditions of the Trust Deed including benefits payable to Members and understand my rights and the rights of my dependants pursuant to the Trust Deed.

My personal details and those of my employer/s are attached to this application. I acknowledge that the discretion vested in you as to the application of benefits in circumstances where I cannot receive them myself is an absolute, free and unfettered discretion, but I express the wish that in the exercise of that discretion you give consideration to paying any such benefits to the following person, in the following proportions:

Name of Designated Beneficiary	Address of Designated Beneficiary	Relationship to Member	Proportion of Benefits

I understand that the Trustee is required to request that I provide my Tax File Number for the purposes of Section 299F of the Superannuation Industry (Supervision) Act 1993. I further understand that I am under no obligation to supply this number, but that should I fail to do so, tax may be deducted from my account at the top marginal rate.

My Tax File Number is: 184956431

Dated: 22/10/2020

Signature:

Charlene Marie Nisbet

Employee's Personal & Employment Details

Member's Full Name: Charlene Marie Nisbet

Address: 29 Egan Road
Beaudesert QLD 4285

Date of Birth: 11/10/1974

Salary: \$ _____

Full name of Employer: _____

Employer's Address: _____

Date employment commenced: / /

Product Disclosure Statement

SMSF Name: Nisbet Super Fund
Date of Notice: 22/10/2020
Member Name: Charlene Marie Nisbet
Member Address: 29 Egan Road
Beaudesert QLD 4285

This Product Disclosure Statement (PDS) may be required by Part 7.9 of the Corporations Act 2001, as amended, to be given to members of superannuation funds being issued with an interest in the above superannuation fund (the "Fund") for the first time. An interest in this Fund includes the acceptance of your initial application for membership and may also include your change from an accumulation or growth phase, to pension phase.

This PDS applies in respect of the Fund, so long as it remains a self-managed superannuation fund (SMSF), pursuant to the Superannuation Industry (Supervision) Act 1993, as amended.

Much of the information required to be provided in a PDS for a SMSF will fall into one of the following categories:

- Information of which you are already aware (e.g. your address and contact details for the above SMSF).
- Information which your duties and responsibilities as a trustee of the above SMSF require that you be aware of, prior to becoming a trustee (e.g. the terms of the trust deed and governing rules of the above SMSF).
- Where the Fund is a newly established superannuation fund, information which has not come into existence at the date of this PDS being issued (e.g. fees and charges, investment strategy and returns, etc.).

It is important to note that this information relates to your membership of the Fund, not to your obligations as a trustee of the Fund. It is up to you to decide whether or not you wish to take on the responsibility of trusteeship of a SMSF, however you cannot be a member of a SMSF without also being a trustee or director of a corporate trustee of the Fund. You should separately familiarise yourself with your trustee duties.

Pursuant to Section 1013D of the Corporations Act 2001, as amended, the following information is provided to you:-

Name and Contact Details of the Product Issuer

The above SMSF is the issuer of this PDS. The Fund's contact details are determined by you and (where applicable) your co-trustee(s) (or director(s) of a corporate trustee). They will either be your own address, or an address to which you have previously agreed and been made aware of.

Benefits

The benefits available to you are set out in the above SMSF's trust deed. As a member of a SMSF, with the agreement of your co-trustee(s), you can choose any form or combination of retirement benefits legally available so you have as much flexibility as is possible.

Your primary form of retirement benefit is a "pension", as that term is defined in the Superannuation Industry (Supervision) Regulations 1994, however you may choose a lump sum

benefit, by request made in writing at the time you wish to take your benefits. Other benefits potentially available to you include: death benefits, total and permanent disablement benefits and total and temporary disablement benefits.

Once you have "retired" after age 55 years, you will be entitled to commence to take your superannuation benefits. Any decision (except for the option to take a lump sum) may be verbal, but should preferably be in writing. It should be noted that the timing and types of superannuation benefits you may be entitled to take is the subject of regular legislative change. As such, you should check what options are available to you, at the time you are ready to start taking your benefits.

There may be significant taxation and other implications, should you choose to take your retirement benefits in one form or another. The area of benefits design is a complex, but critical area to ensuring the value of your superannuation savings are maximised. As such, we strongly recommend that you seek professional advice, prior to taking any benefits.

Nominating Beneficiaries

You may make different types of nominations in relation to the payment of your benefits upon your death. The first is contained in your Application for Membership of the Fund. This nomination is not binding on the trustee and may be open to challenge by any potential beneficiaries. Nevertheless, the trustee must give this nomination serious consideration and would require good reasons not to distribute in accordance with these wishes.

The other types of nominations are called a Binding Death Nomination or Non Lapsing Binding Nomination. This nomination must meet certain forms, including being signed by two independent witnesses (for Binding Death Nominations) and at least once every three years being confirmed, modified or repealed by notice in writing from you to the trustee. The requirements to be followed in relation to Binding Death Nominations or Non Lapsing Binding Nominations are to be found in the trust deed. You should be aware that the trustee cannot deviate from the terms of a valid, binding nomination, even if the consequences of complying with it would result in higher tax than might be possible via other avenues, or where you have changed your mind about the beneficiaries or the amounts they should receive. As such, it is important that you seek professional advice prior to submitting a Binding Death Nomination or Non Lapsing Binding Nomination.

Risks

This SMSF is an accumulation fund. This means that amounts (including contributions, transfers and rollovers and accumulated earnings) are invested as you and your co-trustees (or director(s) of a corporate trustee) see fit.

Depending upon the investment decisions which you as trustee and any of your co-trustees/co-directors make over time, you will either accumulate investment gains (including capital and income gains) or accumulate investment losses. In some years, gains may arise and in other years, losses may arise. This will affect the balance of your member's accumulation account. As a trustee, you have both the responsibility for and control over the manner in which the Fund's investments are made and, as such, you control the risks associated with the Fund's investments.

Amounts Payable and Fund Expenses

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any amounts which might be payable for the issue of your membership in the Fund. Costs and expenses of the Fund may either be shared equitably among members by way of deduction from their accounts or, where the expense relates to identifiable members only, from those members' accounts.

Commissions

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any appointments of financial professionals and investments into products which might include commissions.

Dispute Resolution

The dispute resolutions mechanisms available to members are found in the Fund's trust deed. As a trustee, it is reasonable to presume that you have familiarised yourself with the contents of the trust deed. As such, pursuant to Section 1013F of the Corporations Act 2001, as amended, detailed information concerning the dispute resolution mechanisms available under the deed are not included in this PDS.

Taxation Implications

All superannuation funds in the accumulation phase pay 15% tax on their net taxable incomes. Net taxable income includes assessable contributions, plus investment earnings, less deductible expenses. Other rebates and credits, such as franking rebates and imputations credits may reduce the amount of tax which a superannuation fund must pay. Net taxable capital gains of a superannuation fund are taxed at 10%.

Each year, the trustee will make a determination as to how these taxes are to be deducted from an individual member's account. The trustee is required to determine this in an equitable manner, as between the members.

Depending on your personal taxable income in a given year, there may also be a liability for the superannuation contribution surcharge tax in respect of any tax-deductible contributions made by your employer or yourself. Where surcharge is payable, this amount will be directly deducted from your member's account.

The income and capital gains of a superannuation fund which is paying one or more pensions will be exempt from tax, to the extent that the assets of the Fund are considered to be supporting those pensions (and taxable to the extent that those assets are considered to be supporting continuing accumulations and reserves). The amount of tax which you as trustee and your co-trustee(s)/co-director(s) consider to be a reasonable and equitable allocation for each member each year will be deducted from the balance of your member's accumulation account. The rules regarding personal taxation of superannuation benefits are far too complex to address in this document. It is strongly advised that you seek professional advice regarding the taxation of your personal superannuation benefits and the options available to you.

Cooling-off Period

There is a fourteen (14) day cooling-off period from the date you are issued with membership of the above SMSF, during which time you may cancel your membership of the Fund. Note that the trustee must receive notification of your membership cancellation prior to the expiry of this period, in order for it to be considered effective. Note also that the cooling off period relates to your membership only and does not give you a right to resile from your duties as a trustee of the Fund (including payment for the establishment of the Fund itself).

Insurance

There is no obligation for the trustee of the Fund to take out life or other insurances on your behalf. Obviously, however, as a trustee of the Fund, you are in a position to make such application. As noted above, benefits can be paid out in similar circumstances to normal insurable events (death, total and permanent disablement, total and temporary disablement), however where the Fund has not undertaken insurance on your behalf, any payments will be limited to the value of your member's accumulation account.

Alternative Types of Superannuation Funds

You should be aware that there are a number of alternative forms of superannuation available to you, each of which have different characteristics. You should consider your own situation carefully prior to becoming a member of one form of superannuation fund or another, and should seriously consider seeking advice from an authorised representative of an Australian financial services licensee.

Public Offer Superannuation Funds

These funds are managed by a trustee on your behalf. You may have a choice of broad "categories" for investment, such as conservative, balanced, growth, etc., where you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Certain other funds allow members (usually only through a financial planner) to select individual investments from a menu of options. An example might be a list of 50 managed funds and shares in the top 200 ASX listed companies. Typically, you will only receive written reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees would normally be charged as a percentage of your account balance. Many public offer funds will include a commission payable to the advisor who recommends the fund to you. In most cases, the more investment choices you have, the higher the overall level of fees the fund charges. Typically, you can also purchase insurance (life, total and permanent disablement and sometimes total and temporary disablement). Furthermore, public offer funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

Industry Superannuation Funds

These funds are managed by a trustee on your behalf. In the past, these funds have only been open to members of a certain union or industry, however many are now accepting membership from other parties. You may not have a choice of "categories" for investment in these funds, although many now offer similar choices of categories to public offer funds, such as conservative, balanced, growth, etc. Once again, you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Typically, you will only receive reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Where categories are available, there will normally be restrictions on the frequency with which you can change between categories. Fees will usually be charged on entry and exit from these funds. There may also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees will normally be charged as a percentage of your account balance. Industry funds do not normally pay commissions to advisors who recommend the fund to you. Typically, a certain level of "group" insurance (life, total and permanent disablement and sometimes total and temporary disablement) will be provided by industry funds without medical requirements. Additional insurance can be acquired with medical examination. Industry funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

Small APRA Funds

These funds are similar to SMSF's, except that they have an independent trustee. The independent trustee must be an "approved" trustee. Typically, these are large public trustee corporations. They will charge fees for their services and all decisions as to investments, benefit payments and the like must be approved by them. They will normally control the fund's cheque book and appoint the accountants and auditors of the fund. They are normally only chosen when a member wishes to have investment flexibility close to that of a SMSF, but for one reason or another, they cannot be a trustee of their own fund (e.g. because they are an undischarged bankrupt and therefore a "disqualified" person, or because the trustees are leaving Australia for more than two years, which can have adverse tax consequences). Because of the expense of the approved trustee services, these funds are only used in a very limited number of cases. There are two other types of superannuation fund - employer-sponsored superannuation funds and public sector superannuation schemes - which are not discussed here, as they are not a type of fund which a member can typically "choose" to join (your employer will make the choice to contribute to such a fund, without reference to you as an employee).

Other Information

The first duty of a trustee is to familiarise themselves with the terms of and their duties under the trust. Pursuant to Section 17A of the Superannuation Industry (Supervision) Act 1993, as amended, all members of SMSF's must be trustees (or directors of the Fund's corporate trustee). This PDS addresses issues relating to your proposed membership of the Fund, not issues which arise in relation to your duties and liabilities as a trustee of the Fund. As a trustee, it is your responsibility to separately familiarise yourself with those duties and liabilities and to be actively involved in the operation of the Fund. As this is a legal obligation, it is reasonable to presume that you have done so. As such, pursuant to Section 1013F of the Corporations Act 2001, as amended, detailed information concerning other matters pertaining to the operation of the Fund are not included in this PDS.

Other Documents Forming Part of This PDS

Where the Fund is a pre-existing fund and you are joining as a member, or where you are an existing member and are commencing to take your benefit in the form of a pension, you will find the following documents annexed to this PDS:

- The Fund's investment strategy; and
- The last financial statements prepared in respect of the Fund.

These documents form part of this PDS for funds other than newly established funds. If you have not yet received a copy of these documents, you should not sign this PDS until you have received them.

I have read and understood this Product Disclosure Statement, prior to signing my Application for Membership:

Charlene Marie Nisbet

Dated:22/10/2020

Application for Membership

Nisbet Super Fund

To the Trustees of:

Nisbet Super Fund

I, Timothy Lawrence Nisbet apply for admission to membership of the Fund and undertake as follows:

1. I will be bound by the Trust Deed governing the Fund as it is presently constituted or as it may be varied from time to time.
2. I understand the terms and conditions of the Trust Deed including benefits payable to Members and understand my rights and the rights of my dependants pursuant to the Trust Deed.

My personal details and those of my employer/s are attached to this application. I acknowledge that the discretion vested in you as to the application of benefits in circumstances where I cannot receive them myself is an absolute, free and unfettered discretion, but I express the wish that in the exercise of that discretion you give consideration to paying any such benefits to the following person, in the following proportions:

Name of Designated Beneficiary	Address of Designated Beneficiary	Relationship to Member	Proportion of Benefits

I understand that the Trustee is required to request that I provide my Tax File Number for the purposes of Section 299F of the Superannuation Industry (Supervision) Act 1993. I further understand that I am under no obligation to supply this number, but that should I fail to do so, tax may be deducted from my account at the top marginal rate.

My Tax File Number is: 485656541

Dated: 22/10/2020

Signature:

Timothy Lawrence Nisbet

Employee's Personal & Employment Details

Member's Full Name: Timothy Lawrence Nisbet

Address: 29 Egan Road
Beaudesert QLD 4285

Date of Birth: 16/01/1960

Salary: \$ _____

Full name of Employer: _____

Employer's Address: _____

Date employment commenced: / /

Product Disclosure Statement

SMSF Name: Nisbet Super Fund
Date of Notice: 22/10/2020
Member Name: Timothy Lawrence Nisbet
Member Address: 29 Egan Road
Beaudesert QLD 4285

This Product Disclosure Statement (PDS) may be required by Part 7.9 of the Corporations Act 2001, as amended, to be given to members of superannuation funds being issued with an interest in the above superannuation fund (the "Fund") for the first time. An interest in this Fund includes the acceptance of your initial application for membership and may also include your change from an accumulation or growth phase, to pension phase.

This PDS applies in respect of the Fund, so long as it remains a self-managed superannuation fund (SMSF), pursuant to the Superannuation Industry (Supervision) Act 1993, as amended.

Much of the information required to be provided in a PDS for a SMSF will fall into one of the following categories:

- Information of which you are already aware (e.g. your address and contact details for the above SMSF).
- Information which your duties and responsibilities as a trustee of the above SMSF require that you be aware of, prior to becoming a trustee (e.g. the terms of the trust deed and governing rules of the above SMSF).
- Where the Fund is a newly established superannuation fund, information which has not come into existence at the date of this PDS being issued (e.g. fees and charges, investment strategy and returns, etc.).

It is important to note that this information relates to your membership of the Fund, not to your obligations as a trustee of the Fund. It is up to you to decide whether or not you wish to take on the responsibility of trusteeship of a SMSF, however you cannot be a member of a SMSF without also being a trustee or director of a corporate trustee of the Fund. You should separately familiarise yourself with your trustee duties.

Pursuant to Section 1013D of the Corporations Act 2001, as amended, the following information is provided to you:-

Name and Contact Details of the Product Issuer

The above SMSF is the issuer of this PDS. The Fund's contact details are determined by you and (where applicable) your co-trustee(s) (or director(s) of a corporate trustee). They will either be your own address, or an address to which you have previously agreed and been made aware of.

Benefits

The benefits available to you are set out in the above SMSF's trust deed. As a member of a SMSF, with the agreement of your co-trustee(s), you can choose any form or combination of retirement benefits legally available so you have as much flexibility as is possible.

Your primary form of retirement benefit is a "pension", as that term is defined in the Superannuation Industry (Supervision) Regulations 1994, however you may choose a lump sum

benefit, by request made in writing at the time you wish to take your benefits. Other benefits potentially available to you include: death benefits, total and permanent disablement benefits and total and temporary disablement benefits.

Once you have "retired" after age 55 years, you will be entitled to commence to take your superannuation benefits. Any decision (except for the option to take a lump sum) may be verbal, but should preferably be in writing. It should be noted that the timing and types of superannuation benefits you may be entitled to take is the subject of regular legislative change. As such, you should check what options are available to you, at the time you are ready to start taking your benefits.

There may be significant taxation and other implications, should you choose to take your retirement benefits in one form or another. The area of benefits design is a complex, but critical area to ensuring the value of your superannuation savings are maximised. As such, we strongly recommend that you seek professional advice, prior to taking any benefits.

Nominating Beneficiaries

You may make different types of nominations in relation to the payment of your benefits upon your death. The first is contained in your Application for Membership of the Fund. This nomination is not binding on the trustee and may be open to challenge by any potential beneficiaries. Nevertheless, the trustee must give this nomination serious consideration and would require good reasons not to distribute in accordance with these wishes.

The other types of nominations are called a Binding Death Nomination or Non Lapsing Binding Nomination. This nomination must meet certain forms, including being signed by two independent witnesses (for Binding Death Nominations) and at least once every three years being confirmed, modified or repealed by notice in writing from you to the trustee. The requirements to be followed in relation to Binding Death Nominations or Non Lapsing Binding Nominations are to be found in the trust deed. You should be aware that the trustee cannot deviate from the terms of a valid, binding nomination, even if the consequences of complying with it would result in higher tax than might be possible via other avenues, or where you have changed your mind about the beneficiaries or the amounts they should receive. As such, it is important that you seek professional advice prior to submitting a Binding Death Nomination or Non Lapsing Binding Nomination.

Risks

This SMSF is an accumulation fund. This means that amounts (including contributions, transfers and rollovers and accumulated earnings) are invested as you and your co-trustees (or director(s) of a corporate trustee) see fit.

Depending upon the investment decisions which you as trustee and any of your co-trustees/co-directors make over time, you will either accumulate investment gains (including capital and income gains) or accumulate investment losses. In some years, gains may arise and in other years, losses may arise. This will affect the balance of your member's accumulation account. As a trustee, you have both the responsibility for and control over the manner in which the Fund's investments are made and, as such, you control the risks associated with the Fund's investments.

Amounts Payable and Fund Expenses

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any amounts which might be payable for the issue of your membership in the Fund. Costs and expenses of the Fund may either be shared equitably among members by way of deduction from their accounts or, where the expense relates to identifiable members only, from those members' accounts.

Commissions

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any appointments of financial professionals and investments into products which might include commissions.

Dispute Resolution

The dispute resolutions mechanisms available to members are found in the Fund's trust deed. As a trustee, it is reasonable to presume that you have familiarised yourself with the contents of the trust deed. As such, pursuant to Section 1013F of the Corporations Act 2001, as amended, detailed information concerning the dispute resolution mechanisms available under the deed are not included in this PDS.

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All superannuation funds in the accumulation phase pay 15% tax on their net taxable incomes. Net taxable income includes assessable contributions, plus investment earnings, less deductible expenses. Other rebates and credits, such as franking rebates and imputations credits may reduce the amount of tax which a superannuation fund must pay. Net taxable capital gains of a superannuation fund are taxed at 10%.

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Depending on your personal taxable income in a given year, there may also be a liability for the superannuation contribution surcharge tax in respect of any tax-deductible contributions made by your employer or yourself. Where surcharge is payable, this amount will be directly deducted from your member's account.

The income and capital gains of a superannuation fund which is paying one or more pensions will be exempt from tax, to the extent that the assets of the Fund are considered to be supporting those pensions (and taxable to the extent that those assets are considered to be supporting continuing accumulations and reserves). The amount of tax which you as trustee and your co-trustee(s)/co-director(s) consider to be a reasonable and equitable allocation for each member each year will be deducted from the balance of your member's accumulation account. The rules regarding personal taxation of superannuation benefits are far too complex to address in this document. It is strongly advised that you seek professional advice regarding the taxation of your personal superannuation benefits and the options available to you.

Cooling-off Period

There is a fourteen (14) day cooling-off period from the date you are issued with membership of the above SMSF, during which time you may cancel your membership of the Fund. Note that the trustee must receive notification of your membership cancellation prior to the expiry of this period, in order for it to be considered effective. Note also that the cooling off period relates to your membership only and does not give you a right to resile from your duties as a trustee of the Fund (including payment for the establishment of the Fund itself).

Insurance

There is no obligation for the trustee of the Fund to take out life or other insurances on your behalf. Obviously, however, as a trustee of the Fund, you are in a position to make such application. As noted above, benefits can be paid out in similar circumstances to normal insurable events (death, total and permanent disablement, total and temporary disablement), however where the Fund has not undertaken insurance on your behalf, any payments will be limited to the value of your member's accumulation account.

Alternative Types of Superannuation Funds

You should be aware that there are a number of alternative forms of superannuation available to you, each of which have different characteristics. You should consider your own situation carefully prior to becoming a member of one form of superannuation fund or another, and should seriously consider seeking advice from an authorised representative of an Australian financial services licensee.

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These funds are managed by a trustee on your behalf. You may have a choice of broad "categories" for investment, such as conservative, balanced, growth, etc., where you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Certain other funds allow members (usually only through a financial planner) to select individual investments from a menu of options. An example might be a list of 50 managed funds and shares in the top 200 ASX listed companies. Typically, you will only receive written reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees would normally be charged as a percentage of your account balance. Many public offer funds will include a commission payable to the advisor who recommends the fund to you. In most cases, the more investment choices you have, the higher the overall level of fees the fund charges. Typically, you can also purchase insurance (life, total and permanent disablement and sometimes total and temporary disablement). Furthermore, public offer funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

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Small APRA Funds

These funds are similar to SMSF's, except that they have an independent trustee. The independent trustee must be an "approved" trustee. Typically, these are large public trustee corporations. They will charge fees for their services and all decisions as to investments, benefit payments and the like must be approved by them. They will normally control the fund's cheque book and appoint the accountants and auditors of the fund. They are normally only chosen when a member wishes to have investment flexibility close to that of a SMSF, but for one reason or another, they cannot be a trustee of their own fund (e.g. because they are an undischarged bankrupt and therefore a "disqualified" person, or because the trustees are leaving Australia for more than two years, which can have adverse tax consequences). Because of the expense of the approved trustee services, these funds are only used in a very limited number of cases. There are two other types of superannuation fund - employer-sponsored superannuation funds and public sector superannuation schemes - which are not discussed here, as they are not a type of fund which a member can typically "choose" to join (your employer will make the choice to contribute to such a fund, without reference to you as an employee).

Other Information

The first duty of a trustee is to familiarise themselves with the terms of and their duties under the trust. Pursuant to Section 17A of the Superannuation Industry (Supervision) Act 1993, as amended, all members of SMSF's must be trustees (or directors of the Fund's corporate trustee). This PDS addresses issues relating to your proposed membership of the Fund, not issues which arise in relation to your duties and liabilities as a trustee of the Fund. As a trustee, it is your responsibility to separately familiarise yourself with those duties and liabilities and to be actively involved in the operation of the Fund. As this is a legal obligation, it is reasonable to presume that you have done so. As such, pursuant to Section 1013F of the Corporations Act 2001, as amended, detailed information concerning other matters pertaining to the operation of the Fund are not included in this PDS.

Other Documents Forming Part of This PDS

Where the Fund is a pre-existing fund and you are joining as a member, or where you are an existing member and are commencing to take your benefit in the form of a pension, you will find the following documents annexed to this PDS:

- The Fund's investment strategy; and
- The last financial statements prepared in respect of the Fund.

These documents form part of this PDS for funds other than newly established funds. If you have not yet received a copy of these documents, you should not sign this PDS until you have received them.

I have read and understood this Product Disclosure Statement, prior to signing my Application for Membership:

Timothy Lawrence Nisbet

Dated:22/10/2020

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

! Do not send your completed declaration to us unless we request this from you.

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You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Nisbet Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Timothy Lawrence Nisbet

Trustee's or director's signature

[Signature box]

Date

Day: 22 / Month: 10 / Year: 2020

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

[Witness name box]

Witness' signature

[Witness signature box]

Date

Day: [] [] / Month: [] [] / Year: [] [] [] []

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

! Do not send your completed declaration to us unless we request this from you.

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Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

Fund name

Nisbet Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Charlene Marie Nisbet

Trustee's or director's signature

[Signature box]

Date

Day: 22 / Month: 10 / Year: 2020

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

[Witness name box]

Witness' signature

[Witness signature box]

Date

Day: [] [] / Month: [] [] / Year: [] [] [] []

Trust Deed Nisbet Super Fund

Drawn by:

Redchip Lawyers

redchip.com.au

redchip@redchip.com.au

P 07 3223 6100

Solicitors for:

Acis

acis.net.au

acis@acis.net.au

P 1800 773 477

THIS SUPERANNUATION FUND TRUST DEED is made on the date specified in Schedule 3 by the Trustee named in Schedule 3.

WHEREAS:

- A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 3, which is established and is to be maintained as an indefinitely continuing superannuation fund (the 'Fund') for the purpose of providing superannuation benefits for Members.
- B. The Trustee has agreed to accept the trusts constituted under this Deed and to undertake the liabilities, duties and obligations imposed upon the Trustee by this Deed and by the laws applicable in the jurisdiction to which it is subject.

NOW THIS DEED WITNESSES AS FOLLOWS

- 1. This Deed will be governed and interpreted and will take effect in accordance with the Relevant Law.
- 2. Except to the extent that any interests of Members or Beneficiaries of the Fund are otherwise affected or circumscribed by the Relevant Law or by this Deed, the Fund will be vested in, controlled by and administered by the Trustee.
- 3. This Deed will be interpreted in accordance with the Rules.
- 4. If the Relevant Law does not exclude the operation of the rule against perpetuities in relation to those trusts, the trusts created by this Deed will terminate on the first to occur of:
 - (a) the day immediately preceding the day which is 80 years after the date of execution of this Deed; or
 - (b) the date on which this Deed is terminated in accordance with its provisions.

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RULES

PLEASE NOTE that the material referred to in these Rules is constantly changing and you must keep up to date with those changes. If you are unsure about the currency of any information in the Rules, please contact us immediately or your accountant, financial planner or other advisor.

YOU SHOULD NOT ATTEMPT TO MANAGE YOUR OWN SUPERANNUATION FUND WITHOUT CONSULTING YOUR ACCOUNTANT, FINANCIAL PLANNER, LAWYER OR OTHER ADVISER.

1. INTERPRETATION PROVISIONS

1.1 Terms defined in the Act

- (a) Any terms or expressions which have defined meanings in the Superannuation Industry (Supervision) Act 1993 have the same meanings when used in these Rules. If any term or expression defined in these Rules conflicts or is inconsistent with any term or expression defined in the Act, the term or expression will have the meaning set out in the Act.
- (b) If a definition used in these Rules expands any defined term contained in the Act, the expanded meaning does not, by itself, result in a conflict or inconsistency under Rule 1.1(a).

1.2 Dictionary

The terms and expressions set out in the Dictionary in Schedule 2:

- (a) will apply to these Rules; and
- (b) will have those meanings when used in these Rules.

1.3 Interpretation

- (a) In these Rules, unless the context or subject matter requires otherwise, references to:
 - (i) **singular** words includes the plural and vice versa;
 - (ii) any **gender** includes every gender;
 - (iii) a **person** includes natural persons, firms, companies, corporations, bodies corporate, trustees, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns from time to time;
 - (iv) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
 - (vi) **months** mean calendar months;
 - (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
 - (viii) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) **regulations** or terms defined in regulations refer to corresponding regulations or defined terms in amended, consolidated or replacement regulations;
 - (x) an **agreement** or **document** (including these Rules) means that agreement or document as amended, novated or supplemented and includes all parts of it including clauses, recitals, schedules, appendices and exhibits to it;
 - (xi) a **party** includes that party's executors, administrators, substitutes, successors and assigns;
 - (xii) **Rules, clauses** or **schedules** are references to the Rules, clauses or schedules contained in these Rules;
 - (xiii) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of these Rules, the person may vote by proxy or attorney or representative (if a body corporate). A reference to a person being present means present in person or by proxy.
- (b) In these Rules, the following rules apply unless the context or subject matter requires otherwise:
 - (i) **headings** and the **table of contents** are used for convenience only and must be disregarded in the interpretation of these Rules;

- (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
- (iii) a requirement to give a person **notice** in writing must be satisfied by posting the notice to that person's last known address;
- (iv) no **rule of construction** of documents will apply to the disadvantage of a party, on the basis that the party put forward the document or any relevant part of it;
- (v) **notes and references** to statutes (or sections of statutes) or other documents contained in bold text after any term defined in these Rules are used to assist in the reading of these Rules and must be disregarded in the legal interpretation of these Rules.

1.4 Establishment of trust

Where these Governing Rules are adopted:

- (a) as the rules of a new SMSF, the Trustee acknowledges the receipt or anticipated receipt of funds or other property to be held on the trusts in these Rules; and
- (b) as replacement rules in respect of an existing SMSF, the Trustee acknowledges that it holds the assets and property of the Fund on the trusts in these Rules to the exclusion of other Governing Rules of the Fund.

1.5 Rules for Self Managed Superannuation Funds

Subject to the Act and Regulations, the Fund is a **Self Managed Superannuation Fund** or **SMSF** only if it satisfies all of the conditions in either Rule 1.5(a) or 1.5(b). **section 17A**

- (a) **Funds other than single member funds.** Where the Fund has more than one Member, the Fund is an SMSF if:
 - (i) it has less than 5 Members;
 - (ii) where the Trustees are individuals - each Trustee is a Member;
 - (iii) where the Fund has a Corporate Trustee - each Director of the Corporate Trustee is a Member;
 - (iv) each Member is a Trustee or if the Fund has a Corporate Trustee, is a director of the Corporate Trustee;
 - (v) no Member is an Employee of another Member, unless they are a Relative of that Member; and
 - (vi) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (b) **Single member funds.** Where the Fund has only one Member, the Fund is an SMSF if:
 - (i) where the Fund has a Corporate Trustee:
 - A. the Member is the sole Director;
 - B. the Member and one Relative of the Member are the only Directors; or
 - C. the Member and one other person who is not the Member's Employer are the only Directors;
 - (ii) where the Trustees are individuals, the Member and one Relative of the Member are the only Trustees or the Member and one other person who is not the Member's Employer are the only Trustees; and
 - (iii) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (c) **Other persons may be Trustees.** The Fund does not fail to satisfy the conditions in either Rule 1.5(a) or Rule 1.5(b) simply because:
 - (i) a Member has died and the Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member from the time when the Member died and ending when the payment of Death Benefits commence for the Member; or
 - (ii) a Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member, during any period when the Member is under a Legal Disability or the legal personal representative has an enduring power of attorney from the Member; or
 - (iii) a Member's parent or guardian is a Trustee or a Director of a Corporate Trustee, in place of the Member where the Member is under a Legal Disability because of age and does not have a legal personal representative; or
 - (iv) an appointment of an acting Trustee or a Director of a Corporate Trustee is in force under section 134 of the Act.

- (d) **Extended meaning of Employee.** For the purposes of this Rule 1.5, in addition to the meaning given in the Dictionary, a Member who is an Employee of an Employer is also an Employee of another person (the “**Other Person**”) if the Employer is:
- (i) a Relative of the Other Person; or
 - (ii) a body corporate of which the Other Person, or a Relative of the Other Person, is a director or a body corporate related to that body corporate; or
 - (iii) the trustee of a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary; or
 - (iv) a partnership, in which:
 - A. the Other Person, or a Relative of the Other Person, is a partner; or
 - B. the Other Person, or a Relative of the Other Person, is a director of a body corporate that is a partner; or
 - C. a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary, is a partner.
- (e) **Meaning of Relative.** Relative, in relation to an individual, for the purposes of Rule 1.5, means:
- (i) a parent, Child, grandparent, grandchild, sibling, aunt, uncle, great-aunt, great-uncle, niece, nephew, first cousin or second cousin of the individual or of his or her Spouse or former Spouse; or
 - (ii) a Spouse or former Spouse of the individual, or of an individual referred to in paragraph (i), and for the purposes of paragraph (i), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual.

1.6 Sole purpose

Subject to Section 60 of the Superannuation Industry (Supervision) Act 1993, these Rules is subject to the requirement that:

- (a) where the Trustee is a natural person or persons, the sole or primary purpose of the Fund must always be the provision of Old-age Pensions; or
- (b) where the Trustee is a constitutional corporation, this Fund is subject to the requirement that the Trustee must always be a constitutional corporation.

2. MEMBERSHIP

2.1 Who may apply

- (a) The Trustee may admit as a Member, any person who is or has at any time been an Employee, an Eligible Person or a Child of a Member and/or any other person acceptable to the Regulator.
- (b) Rule 2.1(a) is subject to the Relevant Law which may expand or restrict the persons or classes of persons who may be admitted as members of a superannuation fund.
- (c) Only a natural person may apply to be or become a Member of the Fund.

2.2 Becoming a Member

- (a) **Submit application.** Any person may apply for membership of the Fund by completing and submitting a Membership Application to the Trustee.
- (b) **Applicant agrees to Deed.** A person who completes a Membership Application and is admitted as a Member, is deemed to be bound by these Rules.

2.3 Some ex-Spouses treated as Members

Where a Superannuation Interest is subject to a Splitting Order and the Non-member Spouse was not a Member immediately before the order is made, the Trustee must treat a Non-member Spouse as a Member for the purposes of:

- (a) Rule 1.5 and the definition of Self Managed Superannuation Fund;
- (b) Rule 8.4, which deals with In-house Assets and other restricted or prohibited investments; and
- (c) any other provisions which the Act may, from time to time, require.

2.4 Ceasing to be a Member

A person ceases to be a Member if the person's Benefit Account has a balance of nil and the remaining Trustees or Members determine that the person is no longer a Member.

2.5 Categories and sub-plans

- (a) **Trustee may divide Members into categories.** The Trustee may divide the Members and Beneficiaries into different categories for any purposes which it considers appropriate. The benefits and entitlements of each category, and the criteria for admission into each category must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.
- (b) **Trustee may divide the Fund into sub-plans.** The Trustee may divide the Fund into one or more sub-plans for any purposes which it considers appropriate. The membership, contributions, assets, and liabilities for payment of benefits and entitlements or otherwise, in relation to each sub-plan must be maintained separately from the rest of the Fund. The criteria for admission into each sub-plan must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.

2.6 Allocation of assets

Regardless of any other Rule, the Trustee may, to the extent permitted by the Relevant Law, designate or allocate specific assets of the Fund to specific accounts, Benefit Accounts, sub-plans or groups as determined by the Trustee in its discretion and may, without limiting that discretion:

- (a) allocate specific assets or investments and/or any earnings derived by such assets or investments to one or more Members accounts;
- (b) allocate specific assets or investments and/or any earnings derived by such assets or investments to one or more sub-plans;
- (c) allocate specific assets or investments and/or any earnings derived by such assets or investments to any accumulation account and/or any pension account in the name of a Member;
- (d) any combination of any of the above.

2.7 Restrictions for Member-contributed WA property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed WA Property:

- (a) either:
 - (i) the Transferor of the Member-contributed WA Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund still owns the Member-contributed WA Property; or
 - (ii) the Member-contributed WA Property must be held by the Fund specifically for the Transferor of the Member-contributed WA Property and must not be combined or pooled with the contributions or other assets of another Member other than the Transferor and no other Member is entitled to obtain or make any claim to any interest in the Member-contributed WA Property; and
- (b) any Member-contributed WA Property held under the preceding Rules can only be held in the Fund to be provided to the Transferor as a retirement benefit.

2.8 Restrictions for Member-contributed NSW property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed NSW Property:

- (a) either:
 - (i) the Transferor of the Member-contributed NSW Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund owns the Member-contributed NSW Property; or
 - (ii) the Member-contributed NSW Property must be held by the Trustee solely for the benefit of the Transferor; and
- (b) any Member-contributed NSW Property must be used solely for the purpose of providing a retirement benefit to the Transferor; and
- (c) Member-contributed NSW Property to which the preceding Rules apply:

- (i) must be held by the Trustee specifically for the benefit of the Transferor as a Member of the Fund; and
- (ii) cannot be pooled with any property held for another Member of the Fund; and
- (iii) no other Member of the Fund can obtain an interest in the Member-contributed NSW Property.

3. INFORMATION WHICH TRUSTEE MUST GIVE

3.1 Product Disclosure Statements

The Trustee must consider whether or not an obligation exists to prepare a Product Disclosure Statement and, where necessary, must comply with Part 7.9 of the Corporations Act 2001 (Cth) as to the preparation, content and giving of such a statement.

3.2 Circumstances requiring information

The Trustee must consider whether or not an obligation exists under the Relevant Law to provide information concerning the Fund to Members, Beneficiaries, Employers, the Taxation Commissioner or other appropriate persons:

- (a) at or before the time a new Member applies for membership;
- (b) upon receiving a request from a person who is (or was within the preceding 12 months) a Member or Beneficiary;
- (c) upon receiving a request from an Employer;
- (d) upon a Member ceasing to be a Member;
- (e) at the end of each Year of Income;
- (f) before a Member enters into a Binding Death Nomination or a Non-lapsing Binding Nomination;
- (g) upon the occurrence of any of the following events:
 - (i) the Governing Rules have been changed and, as a result, an adverse effect occurs in relation to:
 - A. a Member's accumulated benefits;
 - B. the benefits to which a Member may become entitled;
 - C. the circumstances in which a Member's benefits would become payable;
 - D. the manner in which a Member's benefits will be calculated; or
 - E. the security of the Member's benefits;
 - (ii) the Member's membership is transferred to a different fund;
 - (iii) a change occurs in the matters set out in any PDS which was or should have been issued under Rule 3.1;
- (h) upon receiving any notice of non-compliance of the Fund issued under the Relevant Law;
- (i) upon the winding up or termination of the Fund;
- (j) upon the occurrence of any event that the Trustee reasonably believes a Member would reasonably be expected to be informed of;
- (k) at the time of:
 - (i) paying benefits or entitlements at the direction of a Member;
 - (ii) rolling over or transferring benefits or entitlements to another entity; or
 - (iii) any combination of the preceding paragraphs; or
- (l) at any other time or in any circumstances required by the Relevant Law.

3.3 How to provide information

Where the Trustee considers that there is an obligation to provide information in accordance with this Rule, the Trustee must provide the appropriate information to Members, Beneficiaries, Employers or other appropriate persons in the manner prescribed in the Relevant Law.

3.4 Information on death of Member

Upon the death of a Member, the Trustee must:

- (a) provide all appropriate information in accordance with this Rule to the Member's legal personal representative; and

- (b) notify each person to whom any benefits or entitlements are payable of the reasons why benefits and entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

3.5 Information pursuant to Family Law Act orders

- (a) **Information to be given.** If a Member's Superannuation Interest becomes subject to a Payment Split, or other action or restriction pursuant to an order under the Family Law Act, the Trustee will be required to give the information prescribed by the Relevant Law to the Non-member Spouse and to the Member.
- (b) **Cost of information.** Where the Trustee is obliged to give information under Rule 3.5(a) to the Non-member Spouse, the Trustee may levy reasonable charges against the Non-member Spouse's Superannuation Interest in respect of the provision of that information, including the cost of obtaining professional advice in relation to any requirement under this Rule.

4. CONTRIBUTIONS

4.1 Who may make contributions

The Trustee may accept contributions to the Fund that are made in respect of a Member:

- (a) who is under age 65;
- (b) who has reached age 65 but not age 75 only if the member has been Gainfully Employed at least on a Part-time Basis during the financial year in which the contributions are made;
- (c) who has reached age 75 only if the contributions are Mandated Employer Contributions,

however the Trustee must not accept contributions from a Member after 30 June 2007 unless the Trustee has received the Member's tax file number.

4.2 Subject to Relevant Law

Rule 4.1 is subject to the Relevant Law which may expand or restrict the persons or classes of persons from whom contributions may be accepted.

4.3 Government Co-contribution

The Trustee may accept Government Co-contributions to the Fund.

4.4 Splittable Contributions

Contributions which are Splittable Contributions are dealt with in Rule 6.4.

4.5 Downsizer Contributions

From 1 July 2018 and subject to the Relevant Law, the Trustee may accept contributions ("Downsizer Contributions") to the Fund that are made in respect of a Member:

- (a) who is age 65 or over;
- (b) which represents all or part of the capital proceeds received from the disposal of an Ownership Interest in a Dwelling in Australia;
- (c) unless otherwise provided by the Relevant Law, the Ownership Interest in the Dwelling was owned, in whole or in part, by the Member or the Member's Spouse for at least ten years;
- (d) any gain or loss on the disposal of that Dwelling qualifies (in whole or in part) for the principal place of residence CGT exemption under the Tax Act (or would have, if it was acquired after 19 September 1985);
- (e) the amount of the contribution does not exceed \$300,000 or such other limit as is, from time to time, prescribed by the Relevant Law;
- (f) the contribution is made within 90 days, or such longer period as the Commissioner of Taxation allows, of the change of ownership of the Dwelling;
- (g) the Member notified the Trustee in the approved form that the contribution is to be treated as a Downsizer Contribution; and
- (h) the Member has not had a Downsizer Contribution made in respect of them for the disposal of an Ownership Interest in a previous Dwelling.

5. BENEFITS AND ENTITLEMENTS

5.1 Pensions and caps

- (a) **Auto-Pension Commencement.** Where the Trustee becomes aware that a Member has Retired on or after attaining their Preservation Age, or where a Member attains the age of 65 years, subject to Rule

5.1(c), the Trustee must commence a Minimum Only Pension with so much of the Member's Benefits which are Unrestricted Non-preserved Benefits from the day the Trustee becomes aware of the Member's Retirement or from day the Member attains the age of 65.

- (b) **Effect of Non-concessional Contribution.** Where a Non-concessional Contribution is made or a benefit is rolled into the Fund in respect of a Member in receipt of one or more Pensions, subject to Rule 5.1(c), the Trustee must commence an additional Pension on the same terms and conditions as the most recently commenced Pension, in the amount of the Non-concessional Contribution, from the day on which that contribution is made.
- (c) **Restriction on Auto-Pension Commencement.** Where a Trustee would otherwise be required to commence an additional Pension pursuant to Rule 5.1(a) or an additional Pension pursuant to Rule 5.1(b) and:
- (i) the Member notifies the Trustee orally or in writing that part or all of the amount is not to be used to commence a Pension; or
 - (ii) the Member notifies the Trustee orally or in writing that the Pension, using part or all of the Member's Benefit or Non-concessional Contribution, as the case requires, is to commence on a different day; or
 - (iii) commencing a Pension using part or all of the Member's Benefit or Non-concessional Contribution, as the case requires, would cause the Member to exceed their Transfer Balance Cap,

then, to the extent that the Member does not wish the Member's Benefit or Non-concessional Contribution to be used in commencing an additional Pension, or in respect of the amount which would cause the Member to exceed their Transfer Balance Cap, the Trustee must not use that amount to commence a Pension, and where the Member has specified a different day for the Pension's commencement, the Trustee must not commence the additional Pension until that day.

- (d) **Pension Auto-commutation at Transfer Balance Cap.** Where the trustee becomes aware that a Member who is receiving one or more Pensions has presently exceeded, or will exceed, their Transfer Balance Cap, unless instructed otherwise by the Member in writing, the Trustee must commute part or all of one or more Pensions being received by the Member to an accumulation account in respect of that Member, to the extent necessary to reduce their benefits in Retirement Phase to an amount equal to or less than the Member's Transfer Balance Cap, and the Trustee will determine which Pension or Pensions are to be commuted. Where a Member affected by this Rule is being paid more than one Pension and unless the Member elects otherwise or unless the Trustee decides it would be in the Member's best interests to do otherwise, the Trustee must prefer to commute Pensions in order, from those with the highest, to those with the lowest taxable components. Unless otherwise determined by the Trustee, the Trustee is deemed to have commuted a Pension or Pensions as follows:
- (i) where the Member is receiving only one Pension, the Trustee is deemed to have commuted that Pension;
 - (ii) where the Member is receiving more than one Pension, and one or more of the Pensions is a Pension received by the Member as a Reversionary Pension, the Trustee is deemed to have commuted one or more Pensions which are not being received as Reversionary Pensions;
 - (iii) where the Member is receiving more than one Pension, none of which is a Pension received by the Member as a Reversionary Pension, the Trustee is deemed to have commuted the Pensions in the order in which they were commenced.
- (e) **Order of Pension Commutation After Death.** Where the Trustee becomes aware that a Member is or will exceed their Transfer Balance Cap because of that Member's entitlement to receive a superannuation pension consequent upon the death of another person, unless instructed otherwise by the Member in writing, and while also complying with Rule 5.1(d), the Trustee must prefer to first commute the Member's own Pensions, before commuting part of all of the pensions receivable or to be received consequent upon the death of that other person.
- (f) **Trustee to Commute Payments Above Minimums.** Where a Member is in receipt of a Minimum Only Pension, if the Member is paid an amount greater than their minimum payment during a financial year in respect of that Pension, the Trustee must treat any payments in excess of the minimum payments as partial commutations of that pension, unless the Member notifies the Trustee in writing that part or all of the payment or payments in excess of the minimum are to be treated as pension payments.
- (g) **Auto-Pension Commencement where Payments Below Minimums.** Where a Member is in receipt of a Minimum Only Pension, if the Member is paid an amount less than the minimum amount required by the Relevant Law during a financial year and the Pension ceases for that reason, the Trustee must,

on the first day of July in the following financial year, commence a Minimum Only Pension on the same terms and conditions as the Pension that ceased.

5.2 Benefits a Member may receive

- (a) **Retirement at the normal time.** A Member who Retires or attains the age of 65 years is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3.
- (b) **Benefits before the normal time.** A Member who has attained Preservation Age but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3, but subject to the benefit being paid as a pension which cannot be commuted to a lump sum before the Member Retires or attains the age of 65 years, or in any other form allowable under the Relevant Law, from time to time.
- (c) **Total and Permanent Disablement.** A Member who ceases Gainful Employment because of Total and Permanent Disablement is entitled to receive a Total and Permanent Disablement Benefit, calculated in accordance with Rule 5.3.
- (d) **Total and Temporary Disablement.** Upon the Total and Temporary Disablement of a Member, the Member is entitled to receive a Total and Temporary Disablement Benefit, calculated in accordance with Rule 5.3.
- (e) **Terminal Illness Benefit.** Upon a Member being diagnosed as Terminally Ill, the Member is entitled to receive a Terminal Illness Benefit.
- (f) **Death Benefits.** A Death Benefit becomes payable upon the death of:
- (i) a Member; or
 - (ii) a reversionary beneficiary in receipt of a Pension,
- to the extent that the type of Pension or other benefit being received allows for the calculation and payment of a Death Benefit from the Fund.
- (g) **Reversionary Pension.** A Member in receipt of a Pension may nominate by notice in writing to the Trustee, either at the commencement of the Pension or at any subsequent time, one or more reversionary beneficiaries who are to continue to receive that Pension after the Member's death. A Member may, at any time, by notice in writing to the Trustee, revoke their nomination of one or more reversionary beneficiaries.
- (h) **Reversionary Pension if Member dies.** If a Member dies while receiving a Reversionary Pension from the Fund and the terms applying to that Pension nominate a reversionary beneficiary (however described), subject to the Relevant Law, the Trustee must continue to pay that Pension in favour of the reversionary beneficiary on the same terms and conditions as applied to the deceased Member.
- (i) **Pension to Spouse if Member dies.** If a Member dies while receiving a Pension from the Fund, the Member's Spouse may apply to the Trustee to have that Pension continued. The Trustee may, in its absolute discretion, decide to continue that Pension. The amount of that Pension will not exceed the amount calculated in accordance with the Act and Regulations. Where a Pension nominates a reversionary beneficiary (other than the Member's Spouse) or the payment of the Pension to the Member's Spouse would be contrary to a nomination under Rule 5.4 or 5.5, the Trustee cannot elect to continue the Pension in favour of the deceased Member's Spouse.
- (j) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination to be made by way of a Pension, a person entitled to receive a Death Benefit does not have a right to elect to receive that benefit by way of a Pension. However, the person entitled to receive a Death Benefit may apply to the Trustee for part or all of their Death Benefit entitlement be paid as one or more Pensions and the Trustee, in its absolute discretion, may decide to grant the request.
- (k) **Other cases.** A person who ceases to be a Member, otherwise than by death, and who is not entitled to a:
- (i) Normal Retirement Benefit; or
 - (ii) Total and Permanent Disablement Benefit,
- will be entitled to:
- (iii) receive the balance of his or her Benefit Account, subject to the restrictions imposed by Rules 5.9 to 5.11; or
 - (iv) have the balance of his or her Benefit Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.

- (l) **Reject Contributions.** Subject to the Relevant Law, if the Trustee receives:
- (i) a request or direction from a Member to reject a contribution (wholly or partially);
 - (ii) a contribution in error;
 - (iii) a contribution which would cause the Member to exceed their Contributions Cap;
 - (iv) a contribution which does or may result in the Trustee's inability to comply with the Relevant Law;
 - (v) a contribution which may not be accepted under with the Relevant Law; or
 - (vi) a contribution which may lawfully be rejected or repaid under the Relevant Law,
- the Trustee will hold the contribution upon a separate trust apart from the Fund may reject or repay the contribution (wholly or partially) to or at the direction of the person making the contribution after deducting any expenses incurred in the receipt or return of the contribution and any tax liability imposed on the Trustee as a result of the receipt of the contribution.
- (m) **Overpayments.** If, for any reason, a Member receives an amount of a benefit in excess of the amount due to the Member, subject to the Relevant Law, the Trustee may recover the excess by:
- (i) reducing the balance of the Member's Benefit Account;
 - (ii) reducing the amount of any future payments due to the Member;
 - (iii) any other method permitted by law and the Relevant Law.
- (n) **Early Release.** If the Trustee receives a written request for the early release of some or all of a Member's entitlements and if:
- (i) the Member's circumstances constitute grounds for early release; and
 - (ii) where required, the Trustee receives written approval from the Regulator,
- the Trustee may pay the benefits and entitlements to the Member, net of any taxes or reasonable charges applicable to the payment of those benefits and entitlements, and subject to any restrictions required as to the manner and amount of that payment.
- (o) **Release Authority.** If the Trustee receives a release authority from the Regulator, the Trustee must pay the amount specified in that authority and in accordance with that authority to the person or persons entitled to it.
- (p) **Payments to commence.** Where a Member, or another person, becomes entitled to receive any payment of benefit under the preceding paragraphs, the Trustee must pay those amounts in accordance with the terms of these Rules and the Relevant Law and within the time required by the Relevant Law and, if none is specified, within a reasonable time.
- (q) **Effect of Family Law Act.** Where, pursuant to an order under the Family Law Act, a Superannuation Interest has been created in favour of a Non-member Spouse, a reference in this Rule 5.1 to a Member will be read as including a Non-member Spouse.

5.3 How to calculate benefits

NOTE: While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.8 for details.

- (a) **More than one Benefit Account.** A Member may have one or more Benefit Accounts in the Fund which may be accumulation accounts or accounts from which pensions are drawn or any combination of them or any other type of account permitted by the Relevant Law, as determined by the Trustee.
- (b) **Normal Retirement Benefit.** A Member's Normal Retirement Benefit will be a Pension of an amount determined by the Trustee, having regard to:
- (i) the balance of the Member's Benefit Account intended to fund the Pension at the date the Pension commences to be paid;
 - (ii) the period over which and the terms upon which the Pension is to be payable;
 - (iii) the expected investment earnings of the Fund to be attributable to the relevant Benefit Account;
 - (iv) the operating costs of the Fund, costs associated with the termination of the Fund and any administrative, insurance and taxation costs relating to the operation and termination of the Fund, which are anticipated to be attributable to the relevant Benefit Account;
 - (v) the cost of any annuities, Pensions and income streams purchased or to be purchased by the Trustee in respect of the Member or the Member's Beneficiaries;

- (vi) the terms of any agreement or other instrument containing the terms and conditions upon which the Pension is to be paid;
 - (vii) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and
 - (viii) any lump sum payment, or total or partial commutation in accordance with Rule 5.8.
- (c) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
- (i) be calculated to produce a nil balance in the Member's relevant Benefit Account after satisfying the terms on which the Pension is to be paid; and
 - (ii) in any event, cease to be payable when the balance in the Member's relevant Benefit Account is nil.
- (d) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (e) **Total and Temporary Disablement.** A Member's Total and Temporary Disablement Benefit will, subject to any requirements imposed by the Regulator on the payment of similar benefits, be a Non-commutable Income Stream cashed from the Fund for:
- (i) the purpose of continuing (in whole or in part) the gain or reward which the Member was receiving before the Temporary Incapacity; and
 - (ii) a period not exceeding the period during which the Member is prevented from undertaking Employment of the kind engaged in immediately before the Temporary Incapacity,
- but in any event must not exceed an amount equal to the balance of the total of the Member's Benefit Accounts, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (f) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (g) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the total of the Member's Benefit Accounts less:
- (i) any amount set aside to fund the payment of any reversionary Pension after the Member's death;
 - (ii) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
 - (iii) the amount necessary to meet any obligations with respect to a Pension or other payments required to be met from the Member's benefits and entitlements,
- and, unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination, will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:
- (iv) one or more of the Member's Designated Beneficiaries;
 - (v) one or more of the Member's Dependants;
 - (vi) the Member's legal personal representative,

5.4 Lapsing Binding Death Nominations

- (a) **Requirements.** A Binding Death Nomination:
- (i) must be in writing;
 - (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
 - (iii) must contain a declaration, signed, and dated, by the witnesses stating that the notice was signed by the Member in their presence;
 - (iv) will lapse and be of no further effect on the day which is 3 years after the day on which it was first signed or last confirmed or amended by the Member, whichever is the later;
 - (v) may be revoked by the Member by written notice to the Trustee at any time;
 - (vi) must contain sufficient details to identify the Member;
 - (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.

- (b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of:
- (i) the whole or any part of the Member's Death Benefit; and/or
 - (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,
- to a person or persons named in the notice being the legal personal representative or a Dependant or Dependants of the Member. If the Trustee receives a Binding Death Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has lapsed or been revoked by the Member.
- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

5.5 Non-lapsing Binding Nomination

- (a) **Requirements.** A Non-lapsing Binding Nomination:
- (i) must be in writing;
 - (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
 - (iii) must contain a declaration signed, and dated, by the witnesses stating that the notice was signed by the Member in their presence;
 - (iv) will not lapse by the passing of time;
 - (v) may be revoked by the Member by written notice to the Trustee at any time.
 - (vi) must contain sufficient details to identify the Member;
 - (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.
- (b) **Member may give.** A Member may, at any time, give the Trustee a Non-lapsing Binding Nomination directing the payment of:
- (i) the whole or any part of the Member's Death Benefit; and/or
 - (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,
- to a person or persons named in the notice being the legal personal representative or a Dependant or Dependants of the Member. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has been revoked by the Member.
- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Governing Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

5.6 Order of priority

- (a) **Invalid Nomination.** Where a Binding Death Nomination or a Non-lapsing Binding Nomination is invalid, in whole or in part, to the extent that it is invalid, the Trustee must pay the Member's Death Benefit in accordance with Rule 5.3(g).
- (b) **Automatic revocation.** A Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination given by the Member.
- (c) **Reversionary Pensions.** Where a Member is in receipt of a Pension in respect of which a reversionary beneficiary has been named, unless the Member has revoked that reversion in accordance with these Rules, or the reversionary beneficiary is no longer entitled to receive a Reversionary Pension under the Relevant Law, the entitlement of the reversionary beneficiary in respect of that Pension has priority over any Binding Death Nomination or a Non-lapsing Binding Nomination given by the Member and binding on the Trustee unless the Act or Regulations require otherwise.

5.7 Dealing with insurance

- (a) **Insurance relating to benefits.** The Trustee may take or hold one or more policies of insurance or assurance in relation to a Member as Benefit Payment Insurance or Additional Insurance.
- (b) **Insurance applied to liability.** Whenever a payment is received by the Trustee under any insurance policy held by the Trustee, the payment will be applied:
- (i) in the case of Benefit Payment Insurance, towards satisfaction of the Fund's liability to pay any one or more of a Member's benefits; or
 - (ii) in the case of Additional Insurance, in addition to the Fund's liability to pay any one or more of a Member's benefits,
- as agreed by the Member and the Trustee.
- (c) **Insurance not designated.** If a policy has been effected under Rule 5.7(a) and the policy is not designated as Benefit Payment Insurance or Additional Insurance, the policy will be deemed to be Benefit Payment Insurance.
- (d) **Treatment of Additional Insurance.** Where the Trustee has effected Additional Insurance and an amount becomes payable to the Trustee under it, the Trustee must add the amount payable, net of any reasonable fees, charges and taxes, to the Member's Benefit Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with these Rules.
- (e) **Treatment of Benefit Payment Insurance.** Where the Trustee has effected Benefit Payment Insurance and an amount becomes payable to the Trustee under it, the Trustee must first apply that amount towards satisfaction of the Fund's liability to pay the Member's benefits or entitlements in accordance with these Rules and the Trustee will reduce the Member's Benefit Account by the amount applied. Any amount remaining will be dealt with by the Trustee in its discretion as follows:
- (i) where any amounts have been deducted from the Member's Benefit Account to pay any premiums in relation to the insurance, by paying or applying similar amounts to or on behalf of the Member in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
 - (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.7(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
 - (iii) by paying any expenses and liabilities of the Fund, whether or not those amounts are in whole or in part related to the Member's benefits and entitlements;
 - (iv) where the Trustee in its absolute discretion decides to pay an Anti-detriment Payment in respect of a deceased Member, by applying amounts towards such a payment; and/or
 - (v) by reallocating any amounts to a reserve to be dealt with as the Trustee sees fit.
- (f) **Self-Insurance.** The Trustee may elect to self-insure and may create a reserve for that purpose. Where the Trustee makes that election, the Trustee may:
- (i) designate the balance of that reserve as Benefit Insurance amounts or Additional Insurance amounts or partly as one and partly another type of insurance amount;
 - (ii) pay or credit to that reserve any amount determined by the Trustee as necessary or desirable for the purposes of self-insurance;
 - (iii) pay or deduct from that reserve any amount determined by the Trustee to be payable upon the occurrence of any event against which the Trustee has self-insured; and
 - (iv) reallocate or transfer any amount determined by the Trustee to be surplus or no longer required for the purpose of self-insurance to any other reserve or Member's Benefit Account.

5.8 How to pay a Pension and how to pay a lump sum benefit

- (a) **How to pay a Pension.** Any Pension payable under these Rules:
- (i) must conform to Rule 5.9;
 - (ii) must comply with any minimum terms specified in the Act and the Regulations; and
 - (iii) will be payable on other terms decided by the Trustee.
- (b) **Terms to be given to Member.** A copy of the terms and conditions of a Pension is to be given to the Member or Beneficiary of that Pension at or before the Pension Date for that Pension.
- (c) **How to pay a lump sum benefit (or change a Pension to a lump sum).** Any person who is entitled to receive a Pension, Annuity or income stream from the Fund other than a Total and Temporary Disablement Benefit, may direct the Trustee in writing to:

- (i) pay any amount as a lump sum; or
- (ii) commute any amount to a lump sum,

but only to the extent permitted by the terms of the Pension, Annuity or income stream. The amount of any lump sum will be equal to the total of the balances of the Member's Benefit Accounts related to the payment less any taxes and other reasonable charges which the Trustee considers are applicable to the payment or commutation.

- (d) **How to reduce a Pension when commuting to a lump sum benefit.** Where a person exercises the right in Rule 5.8(c)(ii), the Trustee must discount the amount to which the person is entitled to the extent which the Trustee considers necessary to take account of the commutation. The Fund and the Trustee will then be discharged and relieved of any further liability in respect of the amount of the discount.
- (e) **How to pay benefits to minors and certain other people.** Where any Beneficiary is under a Legal Disability, the Trustee will be entitled to pay or apply the Beneficiary's benefits or entitlements:
 - (i) to the Beneficiary; or
 - (ii) to another person for the sole purpose of that person paying or applying those benefits or entitlements for, or on behalf of, the Beneficiary or the Beneficiary's Dependants; or
 - (iii) to a trust established for the benefit of the Beneficiary or the Beneficiary's Dependants.

That payment or application will constitute an effective discharge to the Fund and the Trustee. The Trustee need not be concerned and is not liable to see to the application of those benefits or entitlements after the time of their payment or application.
- (f) **Effect of Family Law Act.** A reference to a Member in this Rule 5.8 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

5.9 Types of Pensions which may be paid

The Trustee may pay any Pension allowable under the Act and Regulations. A Pension must be subject to the terms and conditions contained in the Act and Regulations in relation to that type of Pension. The following Pensions, and the descriptions of them in Schedule 1, are specific examples of the Pensions which may be paid:

- (a) Pensions commencing after 30 June 2007:
 - (i) **Minimum Only Pensions** described in Part 1 of Schedule 1.
 - (ii) **Transition to Retirement Pensions** described in Part 2 of Schedule 1.
- (b) Pensions commencing before 20 September 2007:
 - (i) **Allocated Pensions** described in Part 3 of Schedule 1.
 - (ii) **Pre-20 September 2007 Market Linked Pensions** described in Part 4 of Schedule 1.
 - (iii) **Lifetime Pensions** (included in the definition of Defined Benefit Pension) described in Part 5 of Schedule 1.
 - (iv) **Life Expectancy Pensions** (included in the definition of Defined Benefit Pension) described in Part 6 of Schedule 1.
 - (v) **Lifetime Commutable Pensions** (included in the definition of Defined Benefit Pension) described in Part 7 of Schedule 1.
 - (vi) **Non-Commutable Allocated Pensions** described in Part 8 of Schedule 1.
- (c) Pensions commencing after 19 September 2007, where the amount was purchased with a rollover superannuation benefit that resulted from the commutation of a pension or annuity of the type referred to in Regulation 1.06(1B):
 - (i) **Post-19 September 2007 Market Linked Pensions** described in Part 9 of Schedule 1.
- (d) Pensions which commence after the death of a Member, whether they are Reversionary Pensions or Death Benefit Pensions, upon terms and to beneficiaries allowable under the Relevant Law, from time to time.

5.10 Only some Funds may pay Defined Benefit Pensions

Subject to the Act and Regulations, if the Fund is a Self Managed Superannuation Fund, the following provisions apply in relation to the Fund paying Defined Benefit Pensions to Members:

- (a) Where a Member was already receiving a Defined Benefit Pension on or before 11 May 2004, that Member may continue to receive that Pension, but any further Defined Benefit Pensions in respect of that or other Members are only payable in the circumstances set out in this Rule 5.10.
- (b) Where the Fund was in existence on 11 May 2004 and the Governing Rules provided for the payment of Defined Benefit Pensions at that time, the Fund may continue to provide that Pension.
- (c) Where the Fund was in existence on 11 May 2004 and the Governing Rules did not provide for the payment of a Defined Benefit Pension, the Fund may pay one or more Defined Benefit Pensions to a Member if:
 - (i) the Member was a Member on 11 May 2004;
 - (ii) before 31 December 2005, the Member:
 - A. retired on or after attaining age 55; or
 - B. attained age 65; and
 - (iii) a Defined Benefit Pension was commenced for that Member before 1 July 2005 in respect of which the first payment is made within 12 months after the Pension Date for that Pension.

5.11 Restrictions on when and how benefits may be paid

This Rule is subject to any amendments, modifications, re-enactments, or substitutions of the Act and Regulations, from time to time, which may impose any requirement on the payment of benefits and entitlements and must be read and interpreted accordingly.

- (a) **Restrictions on how benefits may be paid.** Subject to the Regulations, a Member's benefits and entitlements in the Fund may only be paid:
 - (i) by being cashed in accordance with Rule 5;
 - (ii) by being rolled over or transferred in accordance with these Rules; or
 - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with these Rules.
- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the whole or a part of a Member's Unrestricted Non-preserved Benefits may be cashed at any time in any one or any combination of the following ways:
 - (i) one or more lump sums;
 - (ii) one or more Pensions; and/or
 - (iii) the purchase of one or more Annuities,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Unrestricted Non-preserved Benefits at the relevant time.
- (c) **Payment of Restricted Non-Preserved Benefits.** Subject to these Rules, the whole or a part of a Member's Restricted Non-preserved Benefits:
 - (i) may only be cashed on or after the satisfaction of a Condition of Release; and
 - (ii) must not exceed the Member's Restricted Non-preserved Benefits that had accrued at the time when the Condition of Release was satisfied,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Restricted Non-preserved Benefits at the relevant time. The form in which Restricted Non-preserved Benefits may be cashed is:

 - (iii) the form, if any, specified in the Cashing Restriction for Restricted Non-preserved Benefits in relation to the relevant Condition of Release; or
 - (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
 - A. one or more lump sums;
 - B. one or more Pensions; and/or
 - C. the purchase of one or more Annuities.

- (d) **Payment of Preserved Benefits.** Subject to these Rules, the whole or any part of a Member's Preserved Benefits may only be cashed on or after the satisfaction of a Condition of Release and must not exceed the sum of:
- (i) the Member's Preserved Benefits that had accrued at the time when the Condition of Release was satisfied; and
 - (ii) any investment earnings accruing on those benefits from that time,
- less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (i) and (ii) above at the relevant time. The form in which Preserved Benefits may be cashed is:
- (iii) the form, if any, specified in the Cashing Restriction for Preserved Benefits in relation to the relevant Condition of Release; or
 - (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
 - A. one or more lump sums;
 - B. one or more Pensions; and/or
 - C. the purchase of one or more Annuities.
- (e) **When it is compulsory to pay benefits.** A Member's benefits and entitlements must be cashed as soon as practicable after a Member dies.
- (f) **Payment of compulsory benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the form in which benefits and entitlements may be cashed under Rule 5.11(e) is any one or any combination of the following forms:
- (i) a single lump sum;
 - (ii) an interim lump sum plus a final lump sum;
 - (iii) one or more Pensions; and/or
 - (iv) the purchase of one or more Annuities,
- except where that benefit is to be paid to a Child of the deceased Member, in which case it is subject to the restrictions contained in Rule 5.11(g).
- (g) **Restriction on Death Benefit Pensions to Children.** Subject to the Act and Regulations, from time to time, if a Member dies after 30 June 2007 and part or all of that Member's Death Benefit is to be paid to a Dependant who is a Child of the Member, the Death Benefit may only be paid as a Pension if the Child:
- (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,
- and, except in the case of a Child described in paragraph (iii), such a Pension must cease no later than the Child attaining 25 years of age.
- (h) **Effect of Family Law Act.** A reference to a Member in this Rule 5.11 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

5.12 Member-contributed property

- (a) **Member-contributed Property subject to different payment rules.** Despite any provision to the contrary in these Rules, where the Fund holds Member-contributed WA Property or Member-contributed NSW Property, any provisions in these Rules purporting to enable a beneficial interest to be obtained by any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property do not apply to that Member-contributed WA Property or Member-contributed NSW Property.
- (b) **Options for Trustee.** Where an event occurs which would normally entitle the Trustee to create a beneficial interest in Member-contributed WA Property or Member-contributed NSW Property in a person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW

Property, the Trustee must deal with the Member-contributed WA Property or Member-contributed NSW Property only in one of the following ways:

- (i) by separating the Member-contributed WA Property or Member-contributed NSW Property from all other assets supporting the Transferor's Benefit Account and dealing with the Member-contributed WA Property or Member-contributed NSW Property in such a manner that the beneficial interest in that property remains solely with the Transferor of the Member-contributed WA Property or Member-contributed NSW Property or, if the Transferor has died, the Transferor's estate; or
- (ii) after taking such professional advice as is considered prudent by the Trustee, in such other manner as the Trustee considers appropriate, but not so as to create a beneficial interest in any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property.

6. ROLLOVERS AND TRANSFERS OF BENEFITS

6.1 Into the Fund

- (a) **Members may.** A Member may request that the Trustee accept a rollover or transfer into the Fund of any existing superannuation benefits or entitlements which are able to be rolled over or transferred into the Fund under the Relevant Law. Those benefits or entitlements may include:
 - (i) any Superannuation Lump Sums being held with another superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust; and/or
 - (ii) any Superannuation Lump Sums from other sources which are able to be rolled over or transferred into the Fund under the Relevant Law.
- (b) **Trustee to decide.** The Trustee must consider a request made in accordance with Rule 6.1(a) and may:
 - (i) accept a rollover or transfer of the entire amount of the benefits or entitlements;
 - (ii) accept a rollover or transfer of part of the benefits or entitlements; or
 - (iii) reject a rollover or transfer of the whole or any part of the benefits or entitlements,
 and in reaching that decision, the Trustee may consider the limits on benefits payable to the Member, the balance of the Member's Benefit Account before and after the proposed rollover or transfer, the terms under which the benefits or entitlements are currently being held and any other matters which the Trustee considers relevant.
- (c) **Some rollovers and transfers cannot be accepted.** The Trustee must not accept a rollover or transfer of any benefits or entitlements which would or would be likely to cause a breach of a Civil Penalty Provision or constitute an offence under the Act.
- (d) **Condition of rollover or transfer in.** Where the Trustee accepts a rollover or transfer of benefits or entitlements under this Rule 6.1, those benefits or entitlements must be maintained and will only be payable:
 - (i) in accordance with the terms of the trust deed or governing rules, if any, of the transferring entity at the date of rollover or transfer, as advised to the Trustee; or
 - (ii) on other terms approved by the Regulator.
- (e) **Most benefits rolled over or transferred into the Fund retain the same status.** Except as otherwise provided by the Act and Regulations, for the purpose of determining the status of benefits or entitlements under these Rules, any benefits or entitlements rolled over or transferred into the Fund will retain the same character in the Fund as they had in the superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust from which they were transferred.

6.2 Out of the Fund

- (a) **Who may request.** A request to roll over or transfer any benefits or entitlements out of the Fund may only be made by:
 - (i) a Member;
 - (ii) in the case of a Member's death or Total and Permanent Disablement, the person or persons otherwise entitled to receive a benefit or entitlement; or
 - (iii) a Member's legal personal representative.

- (b) **Trustee must notify others.** Upon receiving a request to roll over or transfer benefits out of the Fund, the Trustee must give notice in writing of the proposed rollover or transfer to all other interested persons who at that time are entitled to make a similar request.
- (c) **Trustee must not rollover or transfer benefits with objections.** Subject to Rule 10.2, if a person notified under Rule 6.2(b) objects to the rollover or transfer by notice to the Trustee containing reasons, the Trustee must not roll over or transfer those benefits and must give notice of the objection and of the identity of the objector to the person making the request.
- (d) **Conditions of rollover or transfer out.** The Trustee will roll over or transfer benefits or entitlements in accordance with a request under Rule 6.2(a) if:
 - (i) no person is required to be notified of a request for a rollover or transfer;
 - (ii) no objection has been received from an interested person within 7 days of giving notice; or
 - (iii) the Trustee is satisfied that any objection received has been removed.
- (e) **Time for rolling over or transferring out.** Subject to Rule 10.2, unless another provision of this Part applies to a request to roll over or transfer benefits or entitlements, the Trustee must roll over or transfer the amounts within a reasonable time of receiving such a request containing the information required by Rule 6.2(f). For the purposes of this Rule, 30 days is a reasonable time unless otherwise determined by the Trustee.
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the form containing the information which must be provided by a Member to a Trustee before a request to roll over or transfer benefits or entitlements is processed by the Trustee.
- (g) **Non-member Spouse benefits.** Where a Superannuation Interest has been created in favour of a Non-member Spouse under a Family Law Act order and that order does not restrict the transfer or roll over of the Non-member Spouse's Superannuation Interest, that interest may be rolled over or transferred out of the Fund:
 - (i) upon the request of the Non-member Spouse, subject to the request complying with the terms of this Rule 6.2; or
 - (ii) if the Trustee, in its absolute and unfettered discretion, decides to do so and the Trustee complies with all conditions imposed by the order,
 and after all reasonable costs of rolling over or transferring that interest out of the Fund have been deducted from the Non-member Spouse's Superannuation Interest.

6.3 Trustee's duties

- (a) **Duty to ensure transferee is regulated.** When the Trustee receives a request under Rule 6.2(a), the Trustee must, before allowing any rollover or transfer, ensure that the entity accepting the benefits or entitlements is:
 - (i) a Regulated Superannuation Fund;
 - (ii) an Approved Deposit Fund;
 - (iii) a RSA; or
 - (iv) an EPSSS,
 and it is sufficient for the Trustee to receive from the entity accepting the benefits or entitlements, confirmation in writing of its status.
- (b) **Duty to ensure proper deductions made.** Where a rollover, transfer or payment of benefits or entitlements out of the Fund is to be made, the Trustee must ensure that:
 - (i) all taxes, expenses, accrued and actual liabilities required to be deducted from the Member's Benefit Account have been deducted; and
 - (ii) all income, gains and accretions required to be credited to the Member's Benefit Account have been credited,
 prior to determining the amount of benefits or entitlements available for rollover, transfer or payment to the Member.
- (c) **People to be notified if Member has died.** If a Member dies and benefits or entitlements become payable to any person other than the Member's legal personal representative, the Trustee must notify each person to whom benefits or entitlements are payable of the reasons why benefits or entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

- (d) **Dealing with Death Benefits if Beneficiaries cannot be located.** If the Trustee cannot, after making all reasonable attempts, locate a person to whom any benefits or entitlements are payable in accordance with Rule 6.3(c), the Trustee may pay those benefits or entitlements, to the Member's legal personal representative, or to any one or more of the remaining Designated Beneficiaries, if any, in any proportions as the Trustee decides. No person will have any claim or cause of action against the Trustee or the Fund as a result of the Trustee exercising its discretion in accordance with this Rule.
- (e) **Information to the Taxation Commissioner.** When the Trustee pays benefits or entitlements out of the Fund and the entire amount of those benefits or entitlements are not rolled over or transferred into a Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, the Trustee must, within the prescribed time, provide to the Taxation Commissioner, in the form prescribed by the Relevant Law, information required by the Taxation Commissioner in relation to those benefits or entitlements and in relation to the recipients.

6.4 Splitting contributions

- (a) **Contributions that may be split.** Where contributions are made in respect of a Member after 1 January 2006, the following contributions (called "**Splittable Contributions**") may be split:
- (i) if the contributions will be included in the Fund's taxable income for a Year of Income – up to 85% of the contributions; and
 - (ii) if the contributions will not be included in the Fund's taxable income for a Year of Income and the contributions are made on or before 5 April 2007 – up to 100% of the contributions.
- (b) **Spouse cannot receive Splittable Contributions.** If the Member's Spouse is either:
- (i) over age 55 years and retired; or
 - (ii) over age 65 years,
- at the time the Member applies to the Trustee to split their contributions, the Trustee may not accept that application and may not split their contributions pursuant to this Rule 6.4.
- (c) **Manner of splitting contributions.** Contributions are split by the Trustee rolling over, transferring or crediting an amount of benefits, for the benefit of the Member's Spouse, in an amount no greater than the Splittable Contributions referred to in Rule 6.4(a).
- (d) **Trustee may create Spouse Member account.** If the Spouse who will be receiving a Splittable Contribution does not already have a Member account, the Member must apply for Membership, in accordance with Part 2 of these Rules. A Trustee cannot accept an application to split contributions in respect of a Member until the Trustee has accepted the Member's Spouse as a Member.
- (e) **Application for contributions split.** A Member may apply to the Trustee to split their Splittable Contributions, in a form approved by the Trustee, either:
- (i) after the end of a Year of Income in relation to Splittable Contributions made in the previous Year of Income; or
 - (ii) if the entire amount of a Member's Splittable Contributions for that year are to be rolled over, transferred or credited to the Member's Spouse, during the Year of Income in respect of which the Splittable Contributions are made,
- and the application must sufficiently identify the amounts and types of contributions referred to in Rule 6.4(a) which are to be split.
- (f) **Invalid contribution split application.** An application from a Member to split their Splittable Contributions is invalid if:
- (i) in relation to the Year of Income to which the splitting application applies, the Member has already made an application which the Trustee is either still considering, or has already put into effect;
 - (ii) the amount of benefits to which the splitting application relates exceeds the maximum amount of Splittable Contributions, referred to in Rule 6.4(a); or
 - (iii) the benefits which would remain in the Member's account after the split would exceed the value of the Post-June 83 Component of the Member's account balance, as calculated at the time the split would be made.
- (g) **Trustee's discretion.** The decision to offer the option to split contributions and the decision to accept a particular application to split contributions under this Rule 6.4 is entirely at the discretion of the Trustee.
- (h) **This Rule does not affect Family Law Act splits.** For the avoidance of doubt, this Rule 6.4 does not apply to benefits which are split, pursuant to the operation of the Family Law Act.

7. EMPLOYERS' CONTRIBUTIONS TO THE FUND

7.1 Employers who may contribute

Subject to Rule 4.1, the Trustee may accept contributions from an Employer or past Employer whether or not the Employer has agreed in writing to the terms and conditions of these Rules.

7.2 SuperStream compliance

Where necessary, the Trustee will comply with the SuperStream standards set out in the Superannuation Data and Payments Standards Legislative 2012 Instruments and associated schedules, as modified or amended from time to time.

8. THE TRUSTEE

8.1 Appointment, resignation and removal

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The Members have the right to appoint one or more Trustees or Directors of a Corporate Trustee. The right to appoint a Trustee or Director of a Corporate Trustee may be exercised by:
- (i) a sole Member, where the Fund only has 1 Member; or
 - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and
- the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.
- (c) **Consent to be in writing.** Any person appointed or to be appointed to be a Trustee or Director of a Corporate Trustee must consent in writing to the appointment and, upon acceptance, is deemed to accept and be bound by the terms, conditions, duties and obligations specified in these Rules.
- (d) **New Trustees or directors to sign declaration.** Where a person becomes a Trustee or a Director of a Corporate Trustee of the Fund after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand the obligations and responsibilities of a trustee of an SMSF. This declaration must be completed and signed within 21 days of their appointment and retained for not less than 10 years.
- (e) **How the Trustee may resign.** A Trustee may resign from the office of Trustee at any time, by giving notice in writing to the Members and to the legal personal representative of a Member who is deceased or under a Legal Disability.
- (f) **How the Trustee may be removed.** The Members have the right to remove a Trustee or a Director of a Corporate Trustee at any time. The right to remove a Trustee or Director of a Corporate Trustee, may be exercised by written notice given by:
- (i) a sole Member, where the Fund only has 1 Member; or
 - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and
- the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.
- (g) **Removal of the Trustee in other circumstances.** A Trustee ceases to be a Trustee upon the happening of any of the following events:
- (i) the Trustee, being a natural person:
 - A. dies;
 - B. becomes incapable of dealing with his or her own affairs;
 - C. is convicted of an offence of dishonesty or otherwise becomes disqualified from office by operation of law;
 - D. commits an act of bankruptcy or threatens to call any meeting with a view to entering into a composition or agreement with creditors;
 - E. makes an assignment to or enters into a composition with his or her creditors, or seeks the protection of any statute for relief from creditors;
 - F. becomes a Disqualified Person.
 - (ii) the Trustee, being a corporation:

- A. has an application made, resolution passed or an order made for its liquidation or winding up;
 - B. is deemed to be insolvent, or any act or event constituting grounds for winding up by a court occurs;
 - C. is struck off, de-registered or otherwise ceases to exist or to have full capacity;
 - D. has a receiver or official manager appointed to the whole or any part of its undertaking;
 - E. becomes disqualified from office by operation of law; or
 - F. becomes a Disqualified Person.
- (h) **Member dies or becomes Legally Disabled.** If a Member dies or becomes Legally Disabled, the Member's legal personal representative may elect to become, and will, on that election being made, be appointed as:
- (i) a Trustee where the Trustee of the Fund is or are natural persons; or
 - (ii) a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, but subject to the constitution of the Corporate Trustee,
- and the Member's legal personal representative will be deemed to have been appointed during the period:
- (iii) in the case of the Member's death, beginning at the date of the Member's death and ending when death benefits first commence to be payable in respect of the Member or such other date as may be allowed by the Relevant Law; or
 - (iv) in the case of the Member's Legal Disability, beginning at the date when the Member's legal personal representative assumes control of the Member's affairs and ending either when that person ceases to act in the capacity of legal personal representative for the Member, or such other date as may be allowed by the Relevant Law.
- (i) **Trustee discharged.** When a Trustee has been removed or has resigned in accordance with these Rules:
- (i) that Trustee will be discharged from the trusts in these Rules to the extent allowed by law from the effective date of removal or resignation; but
 - (ii) without affecting any liability of the Trustee which has accrued, or may accrue, because of any thing done, or omitted to be done, by the Trustee prior to the effective date of removal or resignation; and
 - (iii) without affecting any obligation of the Fund or any liability of the Fund arising under any agreement or security to which the Fund is a party entered into prior to the removal or resignation of the Trustee,

even if there is only one Trustee remaining provided that the Fund remains an SMSF.

8.2 Trustee may be a Member

Where a proposed Trustee is a natural person, that person is not, by their status as a Member, excluded or otherwise restricted from being appointed as a Trustee and may vote as a Member in all circumstances in which Members are entitled to vote, including resolutions for the appointment or dismissal of that person as Trustee.

8.3 Covenants, powers, authorities and restrictions

- (a) **Trustee's covenants.** A person, by accepting the appointment to the office of Trustee or Director of a Corporate Trustee, covenants:
- (i) to act honestly in all matters concerning the Fund;
 - (ii) to exercise, in relation to all matters affecting the Fund, the same degree of diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
 - (iii) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Beneficiaries;
 - (iv) to keep the money and other assets of the Fund separate from any money and assets respectively that are held by the Trustee personally or in any other capacity;
 - (v) not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;

- (vi) to formulate and give effect to an investment strategy for the Fund;
 - (vii) if the Fund has any reserves, to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due; and
 - (viii) to allow any Beneficiary access to information or documents which are prescribed by a Relevant Law to be accessible by them.
- (b) **Trustee may authorise others to act.** A covenant in Rule 8.3(a) does not prevent the Trustee from engaging, or authorising persons to do, acts or things on behalf of the Trustee.
- (c) **Matters to be considered in formulating investment strategy.** In formulating and maintaining one or more investment strategies for the purposes of Rule 8.3(a), the Trustee must ensure that each strategy has regard to all the circumstances of the Fund or sub-plan (as the case may be), including but not limited to:
- (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to the Fund's or sub-plan's (as the case may be) objectives and expected cash flow requirements;
 - (ii) the composition of the investments as a whole, including the extent to which they are diverse or involve exposure of the Fund or sub-plan (as the case may be) to risks from inadequate diversification;
 - (iii) the liquidity of the investments, having regard to the Fund's or sub-plan's (as the case may be) expected cashflow requirements;
 - (iv) the ability of the Fund or sub-plan (as the case may be) to discharge its existing and prospective liabilities; and
 - (v) whether insurance on the life or disablement of one or more of the Members can or should be purchased,
- and the Trustee should review any investment strategies regularly to ensure that they remain current and in accordance with the Fund's present circumstances.
- (d) **Beneficiaries may direct Trustee.** An investment strategy made in accordance with Rule 8.3(a) may provide for a specified Beneficiary or class of Beneficiaries to give directions to the Trustee, where:
- (i) the directions relate to the strategy to be followed by the Trustee in relation to the investment of a particular asset or assets of the Fund; and
 - (ii) the directions are given in circumstances where:
 - A. the Trustee gives to the Beneficiary, or to each member of a class of Beneficiaries, a choice of two or more investment strategies from which the Beneficiary, or class of Beneficiaries, may choose a strategy or combination of strategies;
 - B. the Beneficiary, or each member of the class of Beneficiaries, is given the investment objectives of each of the strategies mentioned in A. and all information the Trustee reasonably believes a person would reasonably need for the purpose of understanding the effect of, and any risk involved in, each of those strategies;
 - C. the Beneficiary, or each member of the class of Beneficiaries, is fully informed of the range of directions that may be given and the circumstances in which they may be changed;
 - D. the Trustee clearly identifies, when the Beneficiary, or each member of the class of Beneficiaries, is given a choice of two or more investment strategies, the strategy the Trustee will adopt if no direction is given;
 - E. the direction from the Beneficiary, or each member of the class of Beneficiaries, to the Trustee is given after compliance with the above paragraphs and the direction specifies which of the strategies, or which combination of strategies referred to in A, is to be followed and any other matters applicable to the choice offered in accordance with the above paragraphs; and
 - F. it conforms with any other matters prescribed by the Regulations for the purposes of section 52B(4) of the Act.
- (e) **General powers of Trustee.** Subject to the Relevant Law, the Trustee has all the rights of a natural person to do any thing, or to engage in any transaction or dealing, on behalf of the Fund as it could do if it were the beneficial owner of the Fund and absolutely entitled to it.

- (f) **Specific powers of Trustee.** The following powers are specific examples of the Trustee's powers in Rule 8.3(e) and should not be interpreted as limiting those powers:
- (i) to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
 - (ii) to invest in or purchase any securities permitted by the Relevant Law;
 - (iii) to enter into any derivative contract or purchase, sell, deal or trade in any derivatives product. This right includes, without limitation, power for any purpose to enter into and perform or to deal with or in any:
 - A. options and futures contracts;
 - B. warrants or instalment warrants;
 - C. contracts for difference;
 - D. certificates of deposit;
 - E. default swap contracts; and/or
 - F. any other form of derivative contract,
 and otherwise to do and perform all things to operate, utilise or deal with the facilities of any stock or futures exchange either directly or through any broker or agent in any market in any part of the world.
 - (iv) to purchase, acquire, create, hold, rent, lease, license, sell or otherwise dispose of assets and investments in any property, rights or privileges, including derivatives assets and contracts, which the Trustee is authorised by law to acquire or dispose of, on terms and conditions as the Trustee decides.
 - (v) to grant any lease, sub-lease or other rights in relation to any property of the Fund for any term or terms and whether or not that term or terms exceeds 21 years or any other term allowable under the Relevant Law.
 - (vi) to carry on a business, to the extent that it is allowable under the Relevant Law, from time to time.
 - (vii) to appoint and/or remove or suspend, the Fund's Auditor, or any accountants, lawyers, Custodians, managers, secretaries, clerks, agents and other servants or consultants, and may appoint any of them permanently, temporarily or for special services and may determine the scope and extent of their powers and duties, on terms as to remuneration or salaries as the Trustee decides.
 - (viii) to appoint any person to be a Custodian for the purpose of holding or retaining the legal title of or to any asset, property, investment or other thing acquired or to be acquired by or for the benefit of the Fund.
 - (ix) to institute, conduct, defend, compound, compromise or abandon any legal or other proceedings by or against the Fund or its officers or otherwise, concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands made by or against the Fund.
 - (x) to make and give receipts, releases and other discharges for money payable to the Fund and for any claims and demands against the Fund and to pay expenses as it considers properly relate to the Fund, including any income tax liability which may attach to income of the Fund or contributions made to it.
 - (xi) to open accounts and to retain on current or deposit account at any bank or financial institution, any moneys as it considers proper and to make regulations for the operation of those accounts, including the signing and endorsement of cheques in connection with them.
 - (xii) to borrow moneys, incur liabilities, pledge or charge the assets of the Fund as security, but only to the extent allowed or allowable in accordance with the Act and Regulations. Any borrowing or raising may include (without limitation):
 - A. the drawing, endorsing, accepting, negotiation or other dealing in bills of exchange, promissory notes, cheques or other negotiable instruments;
 - B. any other form of borrowing or raising of money which is authorised by the Act.
 - (xiii) to purchase annuities, pensions and income streams, and to effect policies of insurance or assurance in relation to Members for the purpose of providing benefits under these Rules.
 - (xiv) to revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries.

- (xv) to determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
 - (xvi) to pay benefits and entitlements out of the Fund to persons entitled to them.
 - (xvii) to decide, as and when required, who are Dependants for the purposes of these Rules.
 - (xviii) to enter into any negotiations and contracts, to rescind and vary all contracts, to execute any deeds, and to do all or any things in the name of and on behalf of the Fund as it may consider expedient for or in relation to any of the matters referred to in these Rules or otherwise for the purposes of the Fund.
 - (xix) to enter into an agreement with a Member varying the benefits or entitlements, or the contributions otherwise payable in respect of that Member, in any manner which the Trustee decides, subject to the terms of these Rules and to the consent of affected Members.
 - (xx) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, with one or more individual trustees, with one or more Directors of a Corporate Trustee, or with a Corporate Trustee itself, notwithstanding that they have or may obtain an interest or benefit in their own or other capacities.
 - (xxi) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, in respect of another trust where one or more individual Trustees or the Corporate Trustee, is a trustee of that trust.
 - (xxii) generally, to exercise or concur in exercising all of the Trustee's powers and discretions contained in these Rules or otherwise conferred by law notwithstanding that any Trustee or any Director or shareholder of a Corporate Trustee or any person being a relative of a Trustee or of a Director or shareholder of a Corporate Trustee has, or may have, a direct or personal interest (whether as trustee of any other settlement or in his or her personal capacity or as a shareholder or Director or Member or as a relative of the Trustee or relative of a Director or shareholder of a Trustee or Member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.
- (g) **Trustee may delegate.** Regardless of any other provision of these Rules but subject to the Relevant Law, the Trustee may delegate, in writing, any of its powers or discretions to one or more other persons.
- (h) **Trustee's indemnity.** The persons listed in Rule 8.3(i) have a right of indemnity out of the assets of the Fund in respect of any expenses incurred or liabilities resulting from any activities carried out by those persons in the exercise or purported exercise of the powers, duties, responsibilities and discretions imposed or authorised by the trusts constituted by these Rules except where those expenses or liabilities arise from or as a result of:
- (i) a breach of trust by a person in Rule 8.3(i)(i) and/or (ii) if the person:
 - A. fails to act honestly in a matter concerning the Fund; or
 - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
 - (ii) an act or omission by a person in Rule 8.3(i)(iii) and/or (iv) if the person:
 - A. fails to act honestly in a matter concerning the Fund; or
 - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
 - (iii) a liability for a monetary penalty under a Civil Penalty Provision.
- (i) **Persons entitled to indemnity.** The following persons are entitled to claim the indemnity in Rule 8.3(h):
- (i) the Trustee;
 - (ii) the Directors and other officers of the Trustee, in the case of a Corporate Trustee;
 - (iii) any Custodian; and
 - (iv) any Investment Manager.
- (j) **Trustee not liable.** Without prejudice to the indemnity in Rule 8.3(h) those persons listed in Rule 8.3(i) will not be liable for any loss or damage arising from any:
- (i) act or omission in the exercise of any powers, duties, responsibilities or discretions;
 - (ii) contract entered into or document executed in relation to the Fund;

- (iii) error in judgment;
 - (iv) neglect, default, intent to defraud, wilful misconduct, defalcation, or act or omission of any manager, agent, professional adviser, banker, stockbroker, or other person engaged by the Trustee for the purposes of the Fund; or
 - (v) breach of duty or of trust, or any neglect or otherwise.
- (k) **Limited Recourse Borrowing Arrangements.** Subject to the investment strategy of the Fund, the Trustee has the power to borrow money under arrangements of the kind contemplated by Section 67A of the Act and to enter into any and all such arrangements for that purpose, including:
- (i) the granting of indemnities to lenders for the purpose of furthering these arrangements;
 - (ii) the granting of any security for the performance of any obligation or other dealing or engagement incurred or to be entered into by the Trustee or by any other person. The Trustee's power includes the power to grant any mortgage, charge or encumbrance over all or any part of any asset or property to be acquired in accordance with Section 67A of the Act;
 - (iii) despite the covenants in Rule 8.3(a), to give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any part of the Fund. Without limitation, the Trustee may empower its attorney to take any action and/or perform any act on behalf of the Trustee and to sign and execute any deed, agreement or document that the Trustee may lawfully do, including the exercise of any of the Trustee's rights or obligations and the execution of mortgage and security documents. The Trustee may in its discretion, grant powers of attorney or proxies to any third party including any mortgagee, lender or financier of the Fund.

8.4 In-house Assets and other restricted investments

- (a) **Restricted and prohibited investments.** The Trustee must not make any investments and, to the extent necessary, must divest the Fund of investments, to ensure that:
- (i) the acquisition of an asset would not cause the Market Value of In-house Assets of the Fund to exceed 5% of the Market Value of the total assets of the Fund;
 - (ii) the Market Value of In-house Assets of the Fund does not exceed, at the end of any Year of Income, 5% of the Market Value of the total assets of the Fund;
 - (iii) the Fund's assets do not include loans to a Member or to a Relative of a Member unless the Fund was established before 16 December 1985 and the Trustee had express power to lend money to Members and had lent money to Members before that date;
 - (iv) there is no intentional acquisition of assets by the Fund from a Related Party of the Fund, except where:
 - A. the asset is a listed security acquired at Market Value;
 - B. the Fund is a Self Managed Superannuation Fund and the asset acquired is Business Real Property of the Related Party acquired at Market Value;
 - C. the Trustee acquired the asset under a merger between Regulated Superannuation Funds;
 - D. the asset is a life insurance policy issued by a life insurance company (other than a policy acquired from a Member or from a Relative of a Member);
 - E. the asset is of a kind which the Regulator has determined may be acquired by the Fund; or
 - F. the asset is an In-house Asset of the Fund, acquired at Market Value, which would not result in the level of In-house Assets of the Fund exceeding the level permitted by Rule 8.4.
- (b) **Pre 23 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired, or a lease or Lease Arrangement was entered into, under a contract entered into prior to 23 December 1999, and that asset would otherwise be an In-house Asset of the Fund, but that asset was not an In-house Asset at the time it was acquired, the asset is not an In-house Asset of the Fund.
- (c) **Post 22 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired under a contract entered into after 22 December 1999, and that asset would otherwise be an In-house Asset of the Fund and:
- (i) where the asset was acquired after 22 December 1999, but before 1 July 2001, and the asset would not have been an In-house Asset of the Fund if acquired before 23 December 1999, that asset is not an In-house Asset of the Fund until 1 July 2001.

- (ii) where the asset was acquired after 22 December 1999, but before 1 July 2001, and was still owned by the Fund on 1 July 2001, or where the asset was acquired after 30 June 2001, the asset will not be an In-house Asset if:
 - A. the asset was acquired prior to 1 July 2009, and was acquired solely by way of reinvestment of dividends or trust distributions in an Entity, in respect of an investment in that Entity made by the Fund prior to 23 December 1999; or
 - B. the asset was acquired prior to 1 July 2009 and:
 - I the Fund has less than 5 Members;
 - II the asset is an investment in a company or unit trust in which the Fund held a pre-23 December 1999 investment;
 - III the company or unit trust had a Loan principal amount outstanding on 23 December 1999; and
 - IV the sum of the investments in the company or unit trust, acquired by the Fund after 23 December 1999, does not exceed the limits specified in section 71E of the Act.

8.5 Collectables

Regardless of any other provision in these Governing Rules, the Trustee must comply with the Act and Regulations regarding Collectables and must, unless otherwise permitted by the Act and/or the Regulations:

- (a) not enter and lease or lease arrangement with any related party of the Fund in respect of any Collectables;
- (b) store all Collectables of the Fund in accordance with the Act and Regulations;
- (c) document all decisions regarding the storage of Collectables in accordance with the Act and Regulations;
- (d) insure all Collectables in accordance with the Act and Regulations;
- (e) not permit any related party of the Fund to use any Collectible; and/or
- (f) not transfer any Collectible to any related party of the Fund other than in accordance with the Act and Regulations.

8.6 Rules apply to others

All of the rules and restrictions contained in these Rules which affect or apply to any act or thing done or not to be done by the Trustee, will apply to any act or thing done or not done on behalf of the Trustee by any person including, without limitation, any Director of a Corporate Trustee, Custodian or Investment Manager appointed by the Trustee.

9. ACCOUNTS, AUDIT, RECORDS AND RETURNS

9.1 Voluntary contributions

- (a) **Voluntary contribution reserve.** Subject to the Act and Regulations, the Trustee may establish and keep, in respect of the Fund or, where there are one or more sub-plans, in respect of each sub-plan, a voluntary contribution reserve, to which the Trustee may credit all contributions other than Mandated Employer Contributions.
- (b) **Allocations within 28 days.** Where, during a Year of Income, an amount has accumulated in the voluntary contribution reserve, the Trustee must:
 - (i) use the reserve for any purposes of the Fund as the Trustee decides; and
 - (ii) allocate all of the amounts in the reserve to one or more Members' Benefit Accounts, in the proportions determined by the Trustee within 28 days after the end of the month in which any such amounts are received, even if such allocation occurs after the Year of Income in which the contribution was made.
- (c) **Change in allocation.** If required by the Act and Regulations, or otherwise if the Trustee decides to do so, the Trustee may decide to allocate some or all contributions made by or on behalf of a Member directly to the Member's Benefit Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

9.2 Member Benefit Accounts

The Trustee must establish and keep, in respect of each Member, a Benefit Account or Accounts, to which must be added:

- (a) all contributions made by, for, or in relation to the Member which form part of a Member's Minimum Benefits;
- (b) all contributions allocated to the Member's Benefit Account from the voluntary contribution reserve;
- (c) all benefits or entitlements (including Superannuation Lump Sums) transferred into the Fund by, for, or in relation to the Member, in accordance with these Rules;
- (d) all investment earnings of the Fund or, where the Member is a member of a sub-plan, of that sub-plan, allocated to that Member's Benefit Account attributable to the amounts in (a) and (b);
- (e) the current surrender value of any policy of capital guaranteed life assurance taken out by the Trustee upon the life of that Member;
- (f) the proceeds, or part proceeds, of any policies of insurance which the Trustee decides to allocate, or is obliged to allocate in respect of that Member;
- (g) any amounts which the Trustee decides to pay in respect of the Member, pursuant to Section 295-485 of the Tax Act;
- (h) any reserves held by the Fund or, where the Member is a member of a sub-plan, by that sub-plan, which the Trustee has allocated to that Member's Benefit Account;
- (i) any refunds of taxes or surcharges and any interest applicable to such amounts, where the tax or surcharge was deducted directly from contributions made by or on behalf of that Member;
- (j) any increase in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (k) any other amount that the Trustee reasonably determines should be credited to the Member's Benefit Account,

and against which must be deducted:

- (l) all direct costs of establishing, operating and terminating the Fund and any administrative, insurance and taxation costs relating to the establishment, operation and termination of the Fund allocated to the Member's Benefit Account; and
- (m) any overpayments of Government Co-contribution which the Fund is required to repay;
- (n) any amounts required to be paid to the Commissioner of Taxation as a result of the Member's failure to quote his or her tax file number to the Fund within the prescribed time;
- (o) any other taxes or surcharges applicable to contributions made by or on behalf of a Member which are required to be withheld or deducted directly from such contributions;
- (p) any decrease in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (q) any other amount that the Trustee reasonably determines should be debited to the Member's Benefit Account,

and the Trustee must allocate all amounts in a fair, reasonable and consistent manner, having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation of amounts to a Member's Benefit Account. Where the Trustee has made the allocations in accordance with these principles, its decision will be final.

9.3 Accounts for non-Member Spouses

- (a) **Compliance with Family Court Orders.** When any order is made under the Family Law Act in respect of a Member's Superannuation Interest, the Trustee may be required to:
 - (i) create and maintain a new Benefit Account for a Non-member Spouse;
 - (ii) split the amount standing to the credit of a Member's Benefit Account with the Non-member Spouse;
 - (iii) identify a component or percentage of a Member's Superannuation Interest which is to be paid to the Non-member Spouse;
 - (iv) transfer or roll over a Non-member Spouse's Superannuation Interest to another regulated superannuation fund, approved deposit fund, EPSSS or RSA; and/or
 - (v) notify the Non-member Spouse and the Member of orders requiring a Payment Split and other matters.

- (b) **Cost of complying.** If Rule 9.3(a) applies, the reasonable costs incurred in complying with any Family Court order, including the costs of the Trustee seeking professional advice, may be deducted from the Non-member Spouse's interest.
- (c) **Splitting Pensions.** Where, pursuant to the Family Law Act, an order is made which affects the Superannuation Interest of a Member in receipt of a Pension, the Trustee may deduct any reasonable costs incurred in complying with those orders from the capital sum supporting the Pension to be paid to the Non-member Spouse, or from the periodical payments of the Pension to be paid to the Non-member Spouse.

9.4 Investment reserve

Subject to the Act and Regulations, the Trustee may, in its discretion, credit any investment earnings of the Fund to an investment reserve, to be used for such purposes as the Trustee may decide, including in the satisfaction of any expenses of the Fund and for the purpose of smoothing investment earnings allocated to members' accounts. Part or all of the balance of the investment reserve may be allocated to one or more Member's Benefit Accounts or, where the reserve relates to a sub-plan, to the Benefit Accounts of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

9.5 Pension reserve

Subject to the Act and Regulations, where the Trustee is required to pay one or more Pensions to one or more Beneficiaries, the Trustee may, in its discretion, transfer an amount or amounts to one or more pension reserves, for the purpose of paying that Pension or Pensions. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. Where an amount is transferred to a pension reserve, the Trustee may reduce the Member's Benefit Account, to the extent of the amount transferred and may, upon receiving the advice of an Actuary or other properly qualified person, transfer amounts between the pension reserve and Member's Benefit Account or other reserves, in a fair, reasonable and consistent manner.

9.6 Other reserves

Subject to the Act and Regulations, the Trustee may, in its discretion, establish other reserves, including an anti-detriment reserve, in respect of amounts not presently allocated to Members' Benefit Accounts or to other reserves. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. The balance of the reserve may be allocated to the Benefit Accounts of one or more Members or, where the Fund is divided into sub-plans, of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

9.7 Allocations from reserves

Where, during a Year of Income, amounts appropriate to be allocated to Members' Benefit Accounts have arisen, the Trustee may make as many allocations of those amounts during the course of the Year of Income as the Trustee decides. Except for amounts allocated to a voluntary contribution reserve, the Trustee may decide when and how much of a reserve amount is to be distributed to Members' Benefit Accounts.

9.8 Trustee to keep records of types of benefits

In addition to maintaining details of the value of Benefit Accounts for each Member, the Trustee must keep records in a manner to enable the Trustee to determine the amounts of benefits and entitlements of individual Members which consist of:

- (a) Minimum Benefits;
- (b) Preserved Benefits;
- (c) Restricted Non-preserved Benefits; and
- (d) Unrestricted Non-preserved Benefits.

9.9 Trustee to keep accounting records

The Trustee must:

- (a) keep accounting records in writing which correctly record and explain the transactions and financial position of the Fund; and
- (b) keep its accounting records to enable the preparation of:
 - (i) the accounts and statements required under Rule 9.10 and/or Rule 9.11; and

- (ii) the returns of the Fund required under Rule 9.13; and
- (c) keep its accounting records to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Act; and
- (d) keep the accounting records of the Fund, or cause them to be kept, in Australia for at least 5 years after the end of the Year of Income to which they relate.

9.10 Preparation of accounts

Except where Rule 9.11 applies, the Trustee must, in respect of each Year of Income, prepare accounts and statements in respect of the Fund which consist of at least:

- (a) a statement of financial position of the Fund;
- (b) a statement of the Market Value of the assets of the Fund;
- (c) an operating statement of the Fund; and
- (d) other accounts and statements as the Act and Regulations specify,

and, where practicable, the Trustee will value Fund asset at their net Market Values, and prepare those accounts and statements to ensure that the Auditor does not qualify the accounts of the Fund for lack of detail or non-compliance with relevant Australian Accounting Standards.

9.11 Accounts required where benefits solely life assurance

Where the Fund is, at the end of any Year of Income, a Fund from which the benefits and entitlements paid to each Member are wholly determined by reference to policies of life assurance, the Trustee must prepare:

- (a) a statement that policies of life assurance are in place at the end of the Year of Income;
- (b) a statement as to whether those policies have been fully maintained as required by the relevant insurers;
- (c) a statement of the identities of those insurers;
- (d) a statement of the amounts contributed by Employers and Members in the Year of Income;
- (e) a statement of the amount of premiums paid on those policies; and
- (f) a statement of the expenses incurred by the Fund in respect of the Year of Income, other than amounts covered by premiums.

9.12 Audit of the accounts

The Trustee must appoint, and has the power to dismiss, an Approved Auditor. The Trustee must ensure that each set of accounts and statements prepared in respect of a Year of Income is audited by the Auditor.

9.13 Preparation and lodgement of returns

The Trustee must, in respect of each Year of Income, prepare and lodge:

- (a) with the Regulator:
 - (i) an annual return, in the approved form, containing information which is required in relation to the Fund;
 - (ii) a certificate, in the approved form, in respect of that Year of Income; and
 - (iii) the report given to the Trustee by the Auditor under Part 13 of the Act in respect of that Year of Income; and
- (b) with the Taxation Commissioner, an income tax return, in the approved form, containing information which is required in respect of that Year of Income.

10. MEETINGS OF TRUSTEES AND MEMBERS

10.1 Trustees or Directors meetings

- (a) **How to call a meeting.** The Trustees, or the Directors of a Corporate Trustee, may convene a meeting of the Trustees, or of the Directors, as the case may be, by 1 of their number giving not less than 7 days notice in writing to each of the others, of the time, place and business to be conducted at the meeting. The notice period in this Rule may be waived by unanimous agreement of all Trustees and/or all Directors. No notice and no meeting is required in the case of a sole Trustee or a sole Director of a Corporate Trustee.
- (b) **Appointing a chair.** Before any business is discussed at a meeting of Trustees or Directors, they must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.

- (c) **Meetings at least annually.** Meetings of Trustees or Directors may be convened at any time, but must be convened at least once in every calendar year, to consider:
- (i) the accounts of the Fund and the Approved Auditor's report relating to those accounts;
 - (ii) the returns and other documents specified in Rule 9.13;
 - (iii) any matters raised by the accounts and statements which require action or attention; and
 - (iv) any other matters which the Trustees or the Directors, consider appropriate.
- (d) **Quorum.** The quorum for meetings of Trustees or Directors is two or half of the total number of Trustees or Directors, whichever is greater.
- (e) **Voting by proxy.** A Trustee and/or a Director who is unable to be present at a meeting of the Trustees or the Directors, as the case may be, may nominate another person to attend the meeting as their proxy, subject to the following requirements:
- (i) the person nominated as proxy must carry into and put before the meeting an authority, signed by the person in whose place the proxy is attending, in a form approved by the Trustee.
 - (ii) a person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
 - (iii) a person nominated as proxy, who is not otherwise a Trustee or a Director of the Trustee, must be asked to leave the meeting if the chairperson considers that a subject to be discussed is of a sensitive or confidential nature.
 - (iv) a person nominated as proxy must be given an opportunity to read and to table any written statement from their appointor, and must vote strictly in accordance with the directions of that person, but a proxy, who is not otherwise a Trustee or a Director of the Trustee, is not further entitled to participate in the discussions and conduct of the meeting.

10.2 Resolving disputes between trustees

- (a) **Usual decision-making to be unanimous.** In any proceedings of individual Trustees, or Directors of a Corporate Trustee, decisions shall be made on a unanimous basis.
- (b) **Changes to usual decision-making arrangements.** The individual Trustees, or Directors of a Corporate Trustee, may unanimously decide that another basis for decision making be adopted:
- (i) in respect of a particular decision; or
 - (ii) for a period of time; or
 - (iii) from that point onwards, until any one or more of them gives notice in writing to the other Trustees or Directors that they no longer wish the alternative arrangements to apply.
- (c) **Where unanimous agreement cannot be reached.** Except in the circumstances outlined in paragraph (b) above, should the individual Trustees, or Directors of a Corporate Trustee, not be able to agree upon a unanimous decision or course of action at any point in time (the "**Disputed Actions**"), and if a Trustee or Director who is out voted does not accept that decision (a "**Dissenter**"), then the following provisions, in the following order shall apply:
- (i) **Notice to be given.** A Dissenter shall within 1 week of the Disputed Actions give their fellow Trustees or Directors notice in writing that they do not accept that decision (a "**Disputed Actions Notice**").
 - (ii) **Single member funds or funds with nil balance members.** If there are no Members who are recently deceased and in respect of whom a benefit payment decision has yet to be made, then the position of the Trustees or Directors of a Corporate Trustee will be recalculated on the basis that:
 - A. in the event that there is a single Member, the Trustee or Director who is or represents the Member shall have the casting vote; and
 - B. in the event that a Trustee or Director also is or represents a Member of the Fund with a nil balance, that person's corresponding vote as Trustee or Director will not be counted, however the Trustees or Directors who are also Members, and who do not have a nil balance, must agree in writing to personally indemnify the other Trustees or Directors against any legal or financial consequences of the Disputed Actions, unless the indemnified Trustees or Directors initiate the legal action, or cause the financial consequences.
 - (iii) **Willing Members prepared to voluntarily roll out.** If a Disputed Actions Notice has been given, and any Member is prepared to voluntarily roll the balance of their Member's Benefit Account out

of the Fund (the “**Willing Members**”), then they will be permitted to do so, as long as they provide details of an alternative regulated superannuation fund to which their benefits may be transferred within 14 days of the notification of their decision to roll out, and subject to paragraph (g) of this Rule. Until the Willing Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.

- (iv) **Funds where Members have small balances to be compulsorily rolled out.** If a Disputed Actions Notice has been given, and all of the Dissenters did not roll out as Members pursuant to paragraph (iii) above, then the Trustees or Directors who represent corresponding Members balances making up at least 80% of the market value of the Fund’s assets (the “**Majority Members**”) may commence to compulsorily rollover any Member who is also a Dissenter and whose balance is 20% or less of the market value of the Fund’s assets (“**Minority Members**”), subject to paragraph (f) of this Rule, as follows:

- A. if a Minority Member nominates an alternative regulated superannuation fund to accept the rollover – that fund; or
- B. if a Minority Member does not so nominate - an eligible rollover fund selected by the Trustees or Directors who are Majority Members.

Until the Minority Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.

- (v) **Mediation or court action as a remedy in other cases.** In the event that the Disputed Actions have not been resolved pursuant to the preceding paragraphs, any one of the Trustees or Directors may request the Australian Mediation Association to select a mediator to resolve the matter and:

- A. all Trustees and Directors shall attend any mediation hearings scheduled.
- B. any Trustee or Director who has been notified of, but does not attend a scheduled mediation:
- I shall be entitled to one alternative mediation date; and
 - II should they fail to attend that alternative mediation date, shall be deemed to accept its outcome.
- C. in the event that the Trustees or Directors are not able to resolve the matters which are the subject of the mediation, one or more of the parties may apply to the relevant court in the State or Territory in which the Fund is based, for a determination of the matter.

- (d) **Stay of decision while Minority Member rolled out.** For the avoidance of doubt, if a Minority Member is being compulsorily rolled out of the Fund, then the Majority Members may not cause the Fund to engage in the Disputed Actions until such time as all Minority Members have been rolled out of the Fund.

- (e) **Requirement to prepare accounts prior to rollover.** Prior to any rollover, the Fund’s administrators will prepare management accounts showing the best estimate of the Members’ present account balances, less a provision for accrued income and capital gains taxes, and any other reasonable provisions relating to the income and expenses of the Fund, accrued and incurred up to the date of those accounts.

- (f) **Stay of compulsory rollover during significant market declines.** If the All Ordinaries Index has declined by more than 20% during the 12 months preceding the Disputed Actions Notice being given, then the Minority Members are entitled to a deferral of 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the Disputed Actions Notice being given, whichever is the earlier, before any compulsory rollover is initiated.

- (g) **Stay of voluntary rollover during certain periods.** If a Member has requested a voluntary rollover of their benefits from the Fund in accordance with this Rule 10.2, then any other individual Trustee, or any other Director of a Corporate Trustee, may elect to defer the roll out:

- (i) if the All Ordinaries Index has declined by more than 20% during the 12 months prior to the rollover request – for 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the rollover request, whichever is the earlier; or
- (ii) if, in order to pay out the Member, one or more illiquid, non-listed assets representing more than 20% of the Fund’s total assets would need to be sold – 12 months from the date the rollover request is made, or a sufficient number of illiquid, non-listed assets are sold and the proceeds received, whichever is earlier; or

- (iii) if, in order to pay out the Member, one or more of the Fund's assets which is leased to a business owned or operated by a Fund Member, or a Related Party of a Member, would need to be sold – the time taken to sell and receive the proceeds from the sale of that or those assets, however, during this time any of the individual Trustees, or any Director of a Corporate Trustee, may initiate the mediation provisions in paragraph (c)(v) of this Rule.
- (h) **Limit on this Rule for Legal Disability or Family Law Act proceedings.** The provisions of this Rule, other than those which require mediation or recourse to a court of law, shall not apply where:
- (i) the Disputed Actions concern the payment of benefits of a Member who is under a Legal Disability; or
- (ii) where one or more of the Members is party to proceedings under the Family Law Act.
- (i) **When this Rule does not apply.** The preceding provisions of this Rule shall not apply if the Disputed Actions would be:
- (i) illegal; or
- (ii) reasonably likely, in the opinion of the Fund's auditor, to cause:
- A. a breach of the Act and Regulations; or
- B. part or all of the Fund's income to be non-arm's length income.
- (j) **Continuation of good governance.** During any period where this Rule applies, the individual Trustees, or Directors of a Corporate Trustee shall continue to deal with each other in good faith and undertake all elements of their duties in a timely fashion.
- (k) **Preservation of Rights.** Apart from as otherwise specifically provided, nothing in this Rule shall prevent one or more parties from pursuing their usual legal and equitable rights and entitlements.
- (l) **Parties may voluntarily withdraw.** All of parties who served Disputed Actions Notices may jointly, by further notice in writing to all of the other individual Trustees or Directors of a Corporate Trustee, withdraw their Disputed Actions Notice, however the withdrawing parties must agree to:
- (i) their Member Benefit Accounts being debited with all of the Fund's expenses in relation to the Disputed Actions accrued after the Disputed Actions Notice was given; or
- (ii) a portion of the Fund's expenses in relation to the Disputed Actions, which is agreed between all Trustees or all Directors, being debited to their Member Benefit Accounts; or
- (iii) a mediation in accordance with this Rule being held, which is restricted to a decision on the allocation of such expenses.

10.3 Members' meetings

- (a) **When to hold meetings.** Subject to Rule 11, a Members' meeting must be convened by the Trustee, when:
- (i) the Trustee considers it necessary; or
- (ii) the Trustee or a Director, receives a meeting request, signed by not less than 25% of the current Members.
- (b) **How to call a meeting.** In order to convene a Members' meeting, the Trustees must give to each Member not less than 7 days notice in writing that a Members' meeting is to be held, specifying the time and place and a general description of the business to be conducted at the meeting. The notice period in this Rule may be waived by the agreement of all Members. No notice and no meeting is required in the case of a sole Member.
- (c) **Appointing a chair.** Before any business is conducted at a Members' meetings, the Trustees or the Directors must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.
- (d) **Capacity of meetings.** Subject to the requirements of these Rules and to the Act and Regulations, the Trustees or the Directors of the Trustee, must use their best endeavours to comply with a resolution passed by a majority of the Members then present in person or by proxy at a Members' meeting.
- (e) **Quorum.** The quorum for Members' meetings is half of the total number of Members present in person or by proxy rounded up to the nearest whole number.
- (f) **Voting by proxy.** A Member who is unable to be present at a meeting of Members may nominate a person to attend the meeting as the Member's proxy, subject to the following requirements:
- (i) The person nominated as proxy must carry into and put before the meeting an authority, signed by the Member in whose place the proxy is attending, in a form approved by the Trustee.

- (ii) A person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
- (iii) A person nominated as proxy must vote strictly in accordance with the directions of the appointing Member. A proxy, who is not otherwise a Member, is not further entitled to participate in the discussions and conduct of the meeting.

10.4 Member dies or becomes Legally Disabled

If a Member dies or becomes Legally Disabled, the Member's legal personal representative has a right to attend meetings of Members and to vote as a Member at any meeting of Members and:

- (a) upon the Member's legal personal representative becoming a Trustee where the Trustee of the Fund is or are natural persons, has a right to vote as a Trustee; and
- (b) upon the Member's legal personal representative becoming a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, has a right to vote as a Director of the Corporate Trustee.

11. INQUIRIES AND COMPLAINTS

- (a) **Dealing with complaints.** The Trustee must, within 90 days, consider any inquiry or complaint by one or more Members which has been raised either in a Members' meeting or in writing. Where an inquiry or complaint is not dealt with to the satisfaction of the Member or Members within that time, the parties must arrange for a convenient time and place to meet with each other, for the purpose of resolving the matter.
- (b) **Conduct of meetings.** The parties present at a meeting under Rule 11(a):
 - (i) may, by agreement, appoint a person to chair the meeting, but it is not necessary to do so;
 - (ii) must appoint a person to take and distribute, to all parties in attendance, written minutes of the proceedings; and
 - (iii) may agree to convene one or more further meetings to address the issues in dispute.

12. ADMINISTRATIVE MATTERS

12.1 Interpretation of these Rules

Except as otherwise expressly provided, the interpretation and application of these Rules will be determined by the Trustee and that determination will be binding and final.

12.2 How to designate a Beneficiary

In circumstances other than the giving of a Binding Death Nomination or a Non-lapsing Binding Nomination, a Member wishing to designate a Dependant or other person as a Beneficiary must do so in writing to the Trustee in a form approved by the Trustee.

12.3 Limits on rights of Members

No person, whether as a Member or otherwise, will have any claim, right or interest to, in respect of, or against the Trustee, the Fund, or any contributions made to the Fund, except under and in accordance with these Rules.

12.4 Right to inspect

Every Member has the right to inspect a copy of these Rules, at a time and a place which is convenient to the Trustee.

12.5 Secrecy

- (a) **Confidential Information.** No Member has any right to enquire, or to be given any information concerning the interest of another Member.
- (b) **Other confidential information.** The Trustee must observe strict secrecy with regard to the affairs, accounts and transactions of the Fund, but this does not prevent the publication of financial, statistical or other information to all Members, generally, whenever the Trustee decides.

12.6 Receipts and payments with assets

Subject to Rule 5.9 and to the Act and Regulations, where:

- (a) any contribution, benefit or entitlement of a Member or Members is or are payable, transferable or receivable by or to the Fund; or
- (b) any liabilities incurred by or on behalf of the Fund are to be satisfied; or

- (c) any property is due to or is to be acquired by the Fund,
the Trustee may, with the agreement of the person to or from whom a payment is required to be made, in lieu of money, and at its discretion, make or receive settlement of the relevant amount by:
- (d) transferring, in specie, property of the Fund to; or
- (e) receiving a transfer of property from,
that person, at the property's Market Value.

12.7 Members to provide information

Every Member and every person claiming a benefit or entitlement, or in receipt of a Pension, or other benefit or entitlement, must give the Trustee any information or authorisation and produce any documents which the Trustee considers necessary for the purposes of giving effect to these Rules.

12.8 Variation provision

The Trustee may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by deed or other written instrument, or by resolution in writing. Any amendment, revocation, replacement or modification must not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
- (c) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
- (d) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
- (e) be contrary to or inconsistent with the Act and Regulations.

12.9 Additional variation provision

- (a) Provided the Fund is subscribed to and recorded as Active on superdepot.net.au (the "Site"), SuperDepot Pty Ltd ACN 122 036 248 may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by uploading new Governing Rules to the records of the Fund on the Site. Any amendment, revocation, replacement or modification must not:
- (i) alter the objects of the Fund;
- (ii) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
- (iii) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
- (iv) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
- (v) be contrary to or inconsistent with the Act and Regulations.
- (b) Where the Fund is subscribed to and recorded as Active on the Site, any new Governing Rules uploaded by SuperDepot Pty Ltd ACN 122 036 248 to the records of the Fund on the Site will be taken to be the Governing Rules of the Fund as from the date of upload and the then existing Governing Rules will be replaced by the new Governing Rules.
- (c) The Trustee may exercise the power in Rule 12.8 to revoke all or any of the new Governing Rules at any time.
- (d) The Trustee delegates the power to amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules to SuperDepot Pty Ltd ACN 122 036 248, but only whilst the Fund is subscribed to and recorded as Active on the Site.

12.10 Effect of changes in Relevant Law

The Trustee is authorised and empowered to act in accordance with the Relevant Law (including the requirements for the Fund to be a complying superannuation fund and a Regulated Superannuation Fund) and, to the extent that there is any inconsistency between these Rules and the Relevant Law, the Relevant Law will prevail. For the avoidance of doubt and regardless of the terms of these Rules:

- (a) the Trustee may act in accordance with the Relevant Law regardless of the terms of these Rules;
- (b) the Trustee must act in accordance with the Relevant Law where the provisions of the Relevant Law are mandatory;

- (c) the Trustee is authorised to do any act or thing which is permitted by the Relevant Law regardless of the terms of these Rules;
- (d) the Trustee is authorised to refrain from doing any act or thing which is restricted or prohibited by the Relevant Law regardless of the terms of these Rules.

12.11 Saving provision

The exercise of the power in Rule 12.8 or Rule 12.9 will not invalidate or alter the terms of any:

- (a) Binding Death Nomination given by a Member;
- (b) Non-lapsing Binding Nomination given by a Member;
- (c) Pension rules in respect of Pensions commenced to be paid prior to the exercise of that power;
- (d) Superannuation will or other testamentary instrument executed by a Member prior to the exercise of that power,

and whether or not the terms of, or provisions applicable to, any of them does not comply with the operative Governing Rules of the Fund applying after the exercise of that power.

13. WINDING UP THE FUND

13.1 Conditions for termination

The trusts created by these Rules will terminate:

- (a) where the Members, by unanimous resolution vote to wind up the Fund in a special meeting convened for that purpose, on the first day on which the membership of all Members has been terminated and all benefits and entitlements paid or transferred out of the Fund, so that all of the assets of the Fund are expended or distributed;
- (b) where the Trustee becomes aware that the Fund is insolvent, on the day on which the Regulator's permission to wind-up is obtained; or
- (c) in any other circumstances when there are no Members or Beneficiaries and the Trustee considers it to be unlikely that there will be any new Members, on the day determined by the Trustee.

13.2 Steps to take on winding-up

When it becomes clear to the Trustee that Rule 13.1 will apply, the Trustee will take all necessary steps to distribute any remaining assets of the Fund and to satisfy any outstanding liabilities, and will then:

- (a) notify any remaining interested parties of its intention to wind-up the Fund;
- (b) notify the Regulator and the Taxation Commissioner of its intention to wind-up the Fund;
- (c) comply with any other requirements of the Act and the Regulations concerning the winding-up of Funds; and
- (d) take any further steps which, in the Trustee's opinion, are required to wind-up the Fund.

14. UK PENSION PROVISIONS - QROPS

Regardless of anything to the contrary expressed or implied in these Rules, the Rules in this Rule 14 of these Rules, called the "**UK Pension Division Provisions**", will apply to the Members UK Accumulated Credit (if any) in the Fund.

14.1 Application for QROPS status

With the agreement of the Trustee and at the request of a Member who is entitled to receive a transfer of a UK Accumulated Credit, the Trustee may apply to Her Majesty's Customs & Revenue (or such other body as is appropriate) for recognition of the Fund as a Qualified Recognized Overseas Pension Scheme ("**QROPS**") pursuant to the United Kingdom's Finance Act 2004 and any regulations made under it.

14.2 Transfers from UK pension schemes

The Trustee will not request a transfer from a UK pension scheme under this Rule until its QROPS status has been confirmed and all other regulatory and administrative guidelines have been complied with.

14.3 Restrictions on benefits payable

The Trustee must in all respects comply with the requirements, from time to time, applicable to the Member's UK Accumulated Credit, including but not limited to:

- (a) requirements to report to Her Majesty's Customs & Revenue all payments or transfers affecting the Member's UK Accumulated Credit; and

- (b) restrictions on the age at which, and circumstances under which, benefits arising from the Member's UK Accumulated Credit may be paid; and
- (c) restrictions on the form in which any such benefits may be paid and on the amount of any lump sums.

14.4 Transfers to other Regulated Superannuation Fund

To the extent that the requirements of the United Kingdom's Finance Act 2004 and any regulations made under it restrict or impose conditions upon the transfer of a Member's UK Accumulated Credit to another Regulated Superannuation Fund, the Trustee must comply with those requirements in respect of any rollovers or transfers of the UK Accumulated Credit, unless such requirements would result in the Trustee breaching the provisions of the Relevant Law.

14.5 Limitation on amendments to this Rule

No amendments can be made to the UK Pension Division Provisions if such amendments would mean the rules applying to the Member's UK Accumulated Credit would not comply with the requirements of the United Kingdom Inland Revenue for the transfer of pension entitlements from the United Kingdom to Australia.

14.6 Supplementary definition for this Rule

The expression "**UK Accumulated Credit**" means the amount transferred in respect of the Member to this Fund or a previous superannuation arrangement from a UK pension arrangement.

SCHEDULE 1
Description of Pensions
Rule 5.9

PART 1**MINIMUM ONLY PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amounts:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

Account Balance means:

- (i) the value of the annuity or pension:
 - A. on 1 July in the financial year in which the payment is made; or
 - B. if that year is the year in which the annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

Percentage Factor means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

Table 1

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (f) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (g) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
 - (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (i) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

PART 2

TRANSITION TO RETIREMENT PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amount:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

Account Balance means:

- (i) the value of the annuity or pension:
 - A. on 1 July in the financial year in which the payment is made; or
 - B. if that year is the year in which the annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

Percentage Factor means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

Table 1

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9

Item	Age of Beneficiary	Percentage Factor
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \quad \times \quad \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) until the primary beneficiary Retires or reaches 65 years of age (whichever comes first), the payments in a year (including payments made under a Splitting Order) are not larger in total than the following amount:

$$\text{Account Balance} \times 10\%$$

- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
- (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (i) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (j) if the pension is commuted, any resulting Superannuation Lump Sum cannot be cashed unless:
- (i) the purpose of the commutation is:
 - A. to cash an unrestricted non-preserved benefit;
 - B. to pay a superannuation contributions surcharge; or
 - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
 - (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil';
- (k) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

PART 3

ALLOCATED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(4), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made

under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations; and

- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
 - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
 - A. Schedule 1A;
 - B. Schedule 1AAB;
 - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year; and
- (g) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07A, has been paid in the year of commutation.

PART 4

PRE-20 SEPTEMBER 2007 MARKET LINKED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) the Pension must not commence before 20 September 2004;
- (b) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (f) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (h) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (i) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (j) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

PART 5

LIFETIME PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(2), which included the following requirements at the date of these Rules:

- (a) the Pension is paid at least annually throughout the primary beneficiary's life and, if there is a reversionary beneficiary:
 - (i) throughout the reversionary beneficiary's life;
 - (ii) if he or she is a Child of the primary beneficiary or of a former reversionary beneficiary, at least until his or her 16th birthday; or
 - (iii) if the person referred to in paragraph (ii) is a full-time student at age 16, at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs first);
- (b) the size of payments of benefit in a year is fixed, allowing for variation only:
 - (i) as specified in the Governing Rules;
 - (ii) to allow commutation to pay a superannuation contributions surcharge; or

- (iii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (c) unless the Regulator otherwise approves, the sum payable as a benefit in each year to the primary beneficiary or to the reversionary beneficiary, is determined in accordance with the formula contained in Regulation 1.06(2)(c);
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted except as authorised by Regulation 1.06(2);
- (f) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing; and
- (i) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii), a surviving reversionary beneficiary may obtain a payment equal to the total payments that the primary beneficiary would have received, if the primary beneficiary had not died, from the day of the death until the end of the period; and
- (j) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is no surviving reversionary beneficiary, an amount, not exceeding the difference between the sum of the amounts paid to the primary beneficiary and the sum of the amounts that would have been payable in the period, is payable to the primary beneficiary's estate; and
- (k) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is a surviving reversionary beneficiary who also dies within that period, an amount is payable to the reversionary beneficiary's estate determined as described in Rule 5.7(b) as if that Rule applied to the reversionary beneficiary.

PART 6

LIFE EXPECTANCY PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(7), which included the following requirements at the date of these Rules:

- (a) if a Pension has a Pension Date before 20 September 2004 and:
 - (i) if the life expectancy of the primary beneficiary on the Pension Date day is less than 15 years, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed 15 years; or
 - (ii) if the life expectancy of the primary beneficiary on the Pension Date day is 15 years or more, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed the primary beneficiary's life expectancy on the Pension Date;
- (b) if a Pension has a Pension Date on or after 20 September 2004 payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payment, or payments, to be made in the first year after the Pension Date (not taking commuted amounts into account) is fixed and that payment, or the first of those payments, relates to the period commencing on the day the primary beneficiary became entitled to the Pension;
- (d) the total amount of the payments to be made in a year other than the first year after the Pension Date (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (the "previous total"), and does not exceed the previous total by more than the amounts allowable under Regulation 1.06(7)(d)(i) or (ii);
- (e) the total amount of the payments to be made in a year in accordance with (c) or (d) may be varied only:
 - (i) to allow commutation to pay a superannuation contributions surcharge; or
 - (ii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (f) the Pension does not have a residual capital value;
- (g) the Pension cannot be commuted except as authorised by Regulation 1.06(7);

- (h) if the Pension reverts, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion; and
- (i) if the Pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
- (j) the Pension can be transferred only as authorised by Regulation 1.06(7);
- (k) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing.

PART 7

LIFETIME COMMUTABLE PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(6), which included the following requirements at the date of these Rules:

- (a) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (b) the Pension is not able to be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) the size of the payments of benefit in a year is fixed, allowing for variation only as specified in these Rules or as advised by or to allow payments to be made under a Splitting Order;
- (e) except in relation to payments, by way of commutation for superannuation contributions surcharge, variation in payments from year to year does not exceed, in any year, the average rate of increase of the consumer price index published by the Australian Bureau of Statistics in the preceding 3 years;
- (f) payments in accordance with the contracted size are made at least annually; and
- (g) where the Pension is commuted, except if conversion is in relation to a commutation to pay a superannuation contributions surcharge, the conversion to a lump sum is limited to a sum that is not greater than the sum determined by applying the appropriate pension valuation factor under Schedule 1B of the Regulations to the Pension as if the Pension Date was the day on which the commutation occurs.

PART 8

NON-COMMUTABLE ALLOCATED PENSIONS

A Pension which meets the minimum terms and conditions contained in Regulations 1.06(4) and 6.01(2), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations;
- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
 - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
 - A. Schedule 1A;
 - B. Schedule 1AAB;
 - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the pension is commuted, the resulting Superannuation Lump Sum cannot be cashed unless:
 - (i) the purpose of the commutation is:

- A. to cash an unrestricted non-preserved benefit;
 - B. to pay a superannuation contributions surcharge; or
 - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
- (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil'; and
- (g) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

PART 9

POST-19 SEPTEMBER 2007 MARKET LINKED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (b) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (c) the Pension does not have a residual capital value;
- (d) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (e) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (f) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (g) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (h) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (i) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

SCHEDULE 2

Dictionary

Many of the terms you will encounter in these Rules are specifically defined in the Superannuation Industry (Supervision) Act 1993 (Cth) or any one of a number of other pieces of Commonwealth legislation. Due to the complex nature of superannuation, the definitions used by the legislation and by the documents establishing your Fund can be difficult to read and / or understand.

Please seek professional advice if you are unsure about any matter concerning your Superannuation Fund.

The Dictionary uses plain English versions of some definitions. These must be used as a guide to interpreting these Rules. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to these Rules regardless of the terms provided in the Dictionary.

Not all of the definitions in the legislation are included in this Dictionary. If you require clarification of any defined term or have any questions about these Rules or about anything you do not understand you should immediately contact your accountant or legal advisor.

PART 1

REFERENCES TO THE ACT

- (a) Unless otherwise stated, references to sections or regulations appearing after defined terms refer to sections of the Act or regulations made under the Act.
- (b) Any terms or expressions used in these Rules which are not defined in these Rules have the meanings given to them by the Act or the Regulations as the case requires.

PART 2

DEFINITIONS

In these Rules, unless the context or subject matter requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Actuary means a person who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia; **section 10**

Additional Insurance means insurance effected by the Trustee to provide benefits in addition to the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(ii);

Adopted Child means a person adopted by another person under any law of (or recognised in) any state or territory of Australia relating to the adoption of children; **section 10**

Allocated Pension means a Pension which meets the standards of Regulation 1.06(4); **Reg 1.03 and 1.06**

Annuity means a benefit which meets the standards of Regulation 1.05; **Reg 1.05**

Anti-detriment Payment, means a payment made pursuant to Section 295-485 of the Tax Act;

Approved Auditor means a person included in a class of persons specified in the Regulations, but excludes a person disqualified under the Act; **section 10**

Approved Deposit Fund means an indefinitely continuing fund that is maintained by an Approved Trustee solely for Approved Purposes and has approved rules; **section 10**

Approved Purposes means the purposes of:

- (a) receiving on deposit:
 - (i) Eligible Termination Payments under section 27D of the Tax Act as in force before 1 July 2007; and
 - (ii) amounts paid under Part 24 of the Act; and
 - (iii) amounts paid under section 65 of the Superannuation Guarantee (Administration) Act 1992; and
- (b) dealing with those amounts, in accordance with the Rules and in any way calculated directly or indirectly to enhance the value of, or render profitable, property of the Fund; and
- (c) paying to Beneficiaries (subject to any standards under section 32 of the Act) in accordance with the covenant referred to in section 53 of the Act, or to the legal personal representatives of Beneficiaries, amounts deposited with the Fund together with accumulated earnings on those amounts;
- (d) any other purposes approved by APRA; **section 10**

Approved Trustee means a Constitutional Corporation in relation to which an approval under section 26 of the Act is in force; **section 10 section 26**

APRA means the Australian Prudential Regulation Authority;

ASIC means the Australian Securities and Investments Commission;

Associate has the meaning given by section 12 of the Act; **section 10**

Beneficiary means a person who has a beneficial interest in the Fund and includes, in all cases, the legal personal representative of such a person; **section 10**

Benefit Account means an account established and maintained under Rule 9.2;

Benefit Payment Insurance means insurance effected by the Trustee to discharge the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(i);

Binding Death Nomination means a nomination which complies with Rule 5.4(a);

Business Real Property, in relation to an Entity, means:

- (a) any freehold or leasehold interest of the Entity in real property;
- (b) any interest of the Entity in Crown land, other than a leasehold interest, being an interest that is capable of assignment or transfer; or
- (c) any other class of real property prescribed as Business Real Property by the Regulations;
- (d) where the property is used wholly and exclusively in one or more businesses (whether carried on by the Entity or not), but does not include any interest held in the capacity of beneficiary of a trust estate. For the purposes of this definition, real property used in one or more Primary Production Businesses does not cease to be used wholly and exclusively in that business or those businesses only because:
 - (i) an area of the real property, not exceeding 2 hectares, contains a dwelling used primarily for domestic or private purposes; and
 - (ii) the area is also used primarily for domestic or private purposes,
 - (iii) provided that the use for domestic or private purposes is not the predominant use of the real property;

Cashing Restriction means, in relation to a Condition of Release, the corresponding cashing restriction specified in Column 3 of Schedule 1 to the Regulations;

Child, in relation to a person, includes:

- (a) an Adopted Child, a step child or an ex nuptial child of the person; and
- (b) a child of the person's Spouse; and
- (c) a person who is a child of the person within the meaning of the Family Law Act 1975; **section 10**

Civil Penalty Provision has the meaning in section 193 of the Act;

Collectables means:

- (a) artwork (within the meaning of the *Income Tax Assessment Act 1997*);
- (b) jewellery;
- (c) antiques;
- (d) artefacts;
- (e) coins, medallions or bank notes;
- (f) postage stamps or first day covers;
- (g) rare folios, manuscripts or books;
- (h) memorabilia;
- (i) wine or spirits;
- (j) motor vehicles;
- (k) recreational boats;
- (l) memberships of sporting or social clubs;

Condition of Release means a condition of release specified in Column 2 of Schedule 1 to the Regulations;

Constitutional Corporation means a trading corporation or a financial corporation formed within the Commonwealth (within the meaning of paragraph 51(xx) of the Constitution); **section 10**

Contributions Cap means a Member's concessional contributions cap or non-concessional contributions cap for the purposes of the Income Tax Assessment Act 1997; **section 291-20 and section 292-85**

Control, for the purpose of Part 8 has the meaning given in section 70E of the Act;

Corporate Trustee means a Constitutional Corporation that is a Trustee; **section 10**

Corporations Act means the Corporations Act 2001;

Custodian means a person (other than a Trustee) who, under a contract with a Trustee or an Investment Manager, performs custodial functions in relation to any of the assets of the Fund; **section 10**

Death Benefit means a benefit payable under Rule 5.3(g);

Death Benefit Pension, means a new pension which commences to be payable from the Fund to a beneficiary of a deceased Member, after that Member's death;

Defined Benefit Pension means a Pension, other than:

- (a) a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide benefits to Members; or
- (b) an Allocated Pension; or
- (c) a Post-19 September 2007 Market Linked Pension; or
- (d) a Minimum Only Pension; or
- (e) a Transition to Retirement Pension;

Dependant includes a Spouse, any Child and any person with whom a person has an Interdependency Relationship; **section 10**

Designated Beneficiary means any Dependant of a Member who is named as a Designated Beneficiary in a Membership Application;

Director has the same meaning as in the Corporations Act;

Disqualified Person means:

- (a) an individual who:
 - (i) has been convicted of an offence in respect of dishonest conduct against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, or has had a civil penalty order made in relation to them and that individual has not been granted a waiver by the Regulator of their disqualified status;
 - (ii) is an Insolvent Under Administration; or
 - (iii) has been disqualified by the Regulator;
- (b) a corporation which:
 - (i) knows or has reasonable grounds to suspect that a responsible officer is a disqualified person under (i) above;
 - (ii) has a receiver, or a receiver and manager appointed in respect of property beneficially owned by the corporation;
 - (iii) has an official manager, deputy official manager or administrator appointed in respect of the corporation;
 - (iv) has a provisional liquidator appointed in respect of the corporation; or
 - (v) has begun to be wound up.

Downsizer Contribution has the meaning given in Rule 4.5;

Dwelling has the meaning given by section 118-115 of the Income Tax Assessment Act 1997, but does not include a caravan, houseboat or other mobile home;

Eligible Employment means:

- (a) the holding of any office or appointment;
- (b) the performance of any functions or duties;
- (c) the engaging in of any work; or
- (d) the doing of any act or things,

that results in a person being treated as an employee for the purposes of section 12 of the Superannuation Guarantee (Administration) Act 1992 (but excluding section 12(11) of that Act);

Eligible Person means any person, except someone who is engaged in Eligible Employment during part or all of a Year of Income, unless the following formula applies to that year:

[Assessable income + reportable fringe benefits] from Eligible Employment
is less than 10% of

[Assessable income + exempt income + reportable fringe benefits] from all sources.

Eligible Termination Payment has the meaning in Subdivision AA of Division 2 of Part III of the Tax Act; **Reg 1.03**

Employee has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

Employer has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

Employer Sponsor means an Employer who does or would contribute to the Fund for the benefit of:

- (a) a Member who is an Employee of the Employer or its Associate; or
- (b) the Dependants of the Member on the death of the Member; **section 16**

Entity means an individual, a body corporate, a partnership, or a trust;

EPSSS means an exempt public sector superannuation scheme; **Reg 1.03**

Excluded Instalment Trust means a trust:

- (a) that arises because a Trustee or an Investment Manager makes an investment under which a listed security is held in trust until the purchase price of that security is paid in full;
- (b) where the underlying security, and property derived from the underlying security, is fully paid; and
- (c) where an investment in the underlying security held in trust would not be an In-house Asset of the Fund.

Family Law Act means the Family Law Act 1975;

Full-time means Gainfully Employed for at least 30 hours each week; **Reg 1.03**

Fund means the Superannuation Fund created upon the execution of these Rules;

Gainfully Employed or **Gainful Employment** means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment; **Reg 1.03**

Governing Rules or **Rules** means the governing rules (as defined in the Act) of the Fund which include these rules and any provision applied to the Fund by any Relevant Law; **section 10**

Government Co-contributions means contributions made in respect of a Member by the Government under the Superannuation (Government Co-contribution for Low Income Earners) Act 2003;

Illiquid Investment in relation to a Member's interest in the Fund means an investment of a nature that produces either of the following outcomes:

- (a) It cannot be converted to cash in less than the time required to roll over or transfer a withdrawal benefit under Rule 6.2(e).
- (b) Converting it to cash within the time period specified under Rule 6.2(e) would be likely to have a significant adverse impact on the realisable value of the investment. **Reg 6.31**

Indexation Arrangement, in relation to a Pension, means an arrangement specified in the rules for the provision of the pension:

- (a) the purpose of which is to maintain over time the purchasing power of the pension relative to the CPI; and
- (b) that:
 - (i) ensures that an adjustment will be made at least annually to the amount of the pension payments; or
 - (ii) has been approved by APRA. **Reg 1.06**

Insolvent Under Administration means a person who:

- (a) is an undischarged bankrupt under the Bankruptcy Act 1966 or the law of an external Territory or a foreign country; or
- (b) has the status of an undischarged bankrupt under the law of any country other than Australia or of an external Territory;
- (c) and includes:

- (d) a person, any of whose property is subject to control under section 150 or 188 of the Bankruptcy Act 1966, or a corresponding provision of the law of an external Territory or of a foreign country; or
- (e) a person who has, at any time, executed a personal insolvency agreement under Part X of the Bankruptcy Act 1966 or the corresponding provisions of the law of an external Territory or of a foreign country and the person has not been released from obligations under that Act or law; **section 10**

Interdependency Relationship means circumstances in which 2 persons (whether or not related by family):

- (a) have a close personal relationship, live together, one or each of them provides the other with financial support and one or each of them provides the other with domestic support and personal care; or
- (b) have a close personal relationship but do not satisfy paragraph (a) because either or both of them suffer from a physical, intellectual or psychiatric disability,

but excludes relationships which are excluded by the Regulations; **section 10 section 10A**

Invest or Investment means:

- (a) apply assets in any way; or
- (b) make a contract,

for the purpose of gaining interest, income, profit or gain; **section 10**

Investment Manager means a person appointed by a Trustee to Invest on behalf of the Trustee; **section 10**

In-house Asset has the meaning given in Part 8 of the Act and, unless otherwise stated in Part 8, includes a Loan to, or an investment in a Related Party of the Fund, an investment in a Related Trust of the Fund, or an asset of the Fund subject to a lease or Lease Arrangement between the Trustee of the Fund and a Related Party of the Fund;

Lease Arrangement means any agreement, arrangement or understanding in the nature of a lease (other than a lease) between the Trustee and another person, under which the other person is to use, or control the use of, property owned by the Fund, whether or not the agreement, arrangement or understanding is enforceable, or intended to be enforceable, by legal proceedings;

Legal Disability or Legally Disabled in relation to a natural person means a lack of legal capacity because the person is:

- (a) a minor;
- (b) an intellectually disabled person who is liable to have their affairs administered by another person under any law dealing with the intellectually disabled; or
- (c) suffering from a mental illness or is mentally disabled and who is liable to have their affairs administered by another person under any law dealing with mental health or the mentally disabled;

Loan includes the provision of credit or any other form of financial accommodation, whether or not enforceable, or intended to be enforceable, by legal proceedings;

Mandated Employer Contributions means contributions required to be made by, or on behalf of, an Employer that are equal to the sum of:

- (a) the contributions to be made by, or on behalf of, the Employer to the Fund in relation to a Member, that:
 - (i) reduce the Employer's potential liability under section 5 of the Superannuation Guarantee Charge Act 1992; or
 - (ii) are payments of shortfall components under the Superannuation Guarantee (Administration) Act 1992; and
- (b) the contributions (other than contributions specified in (i)) to be made by, or on behalf of, the Employer to the Fund in relation to a Member in or towards satisfaction of the Employer's obligation to make contributions for the Member under an agreement certified, or an award made, on or after 1 July 1986 by an industrial authority;

Market Value means the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; and
- (b) that the sale occurred after proper marketing of the asset; and
- (c) that the buyer and the seller acted knowledgeably and prudentially in relation to the sale; **section 10**

Member means any person who has become a member of the Fund in accordance with these Rules and who has not ceased to be a Member, and:

- (a) where the Fund is a Self Managed Superannuation Fund; or

(b) in all other cases, unless the Trustee declares otherwise by resolution in writing, includes a person who receives a Pension, or who has deferred his or her entitlement to receive a benefit from the Fund; **section 10**

Membership Application means an application to be admitted as a Member in a form which the Trustee approves;

Member-contributed NSW Property means dutiable property for the purposes of the Duties Act 1997 (New South Wales), which is transferred to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 62A of the Duties Act 1997 (New South Wales), and includes the proceeds of the sale of the whole or part of any such property;

Member-contributed WA Property means dutiable property for the purposes of the Duties Act 2008 (Western Australia), which is transferred for consideration to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 122 of the Duties Act 2008 (Western Australia), and includes the proceeds of the sale of the whole or part of any such property;

Minimum Benefit means all of a Member's benefits in the Fund;

Non-lapsing Binding Nomination means a nomination, the form of which is approved by the Trustee and which complies with Rule 5.5(a);

Non-commutable Income Stream means a benefit that:

- (a) cannot be commuted;
- (b) is paid at least monthly;

does not have a residual capital value; and

- (c) is such that the total amount paid each month is fixed or varies only:
 - (i) for the purpose of complying with the Act and Regulations; and
 - (ii) during any period of 12 months by a rate not exceeding either:
 - A. 5% per annum; or
 - B. the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year;

Non-concessional Contribution has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 292-90**

Non-member Spouse means a person who is the non-member spouse in relation to a Payment Split; **Reg 1.03**

Normal Retirement Benefit is the benefit to which a Member who meets the criteria set out in Rules 5.2(a) or 5.2(b) is entitled and which is calculated in accordance with Rules 5.3(a) and 5.3(c);

Normal Retirement Date, subject to the Act or Regulations, means the earlier of:

- (a) the date on which the relevant Member ceases to be Gainfully Employed; or
- (b) the date on which the relevant Member attains the age of 65 years;

Old-age Pension has the meaning in paragraph 51(xxiii) of the Constitution; **section 10**

Ownership Interest has the meaning given by section 118-130 of the Income Tax Assessment Act 1997;

Part 8 Associate, in relation to an Entity has the meanings given in Subdivision B of Part 8 of the Act;

Part-time Basis means Gainfully Employed for at least 40 hours in a period of 30 consecutive days during a Year of Income;

Part-time Equivalent Level means Gainfully Employed for at least 240 hours in the last preceding Year of Income;

Payment Split, means a payment split under Part VIIIB of the Family Law Act;

Pension, except in the expression **Old-age Pension**, includes a benefit provided by the Fund, if the benefit is taken, under the Regulations, to be a pension for the purposes of the Act; **section 10**

Pension Date means the date on which payment of a Pension commences;

Pension Period means a period in years, nominated by the primary beneficiary which is equal to one only of:

- (a) the primary beneficiary's life expectancy on the Pension Date;

- (b) if the Pension Date is after 19 September 2004 and before 1 January 2006, the primary beneficiary's life expectancy calculated, as if the primary beneficiary were up to 5 years younger on the Pension Date;
- (c) any amount up to and including the difference between the primary beneficiary's age in whole years at the Pension Date and 100, so long as that amount is not less than the primary beneficiary's life expectancy;
- (d) the life expectancy of the primary beneficiary's Spouse on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary; or
- (e) the life expectancy of the primary beneficiary's Spouse calculated as if the spouse were up to 5 years younger on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary,

rounded up to the nearest whole number;

Post-June 83 Component has the meaning given by Section 27A of the Income Tax Assessment Act 1936;

Preservation Age means:

- (a) for a person born before 1 July 1960--55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961--56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962--57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963--58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964--59 years; or
- (f) for a person born after 30 June 1964--60 years.

Preserved Benefits means the total of all benefits and entitlements standing to the credit of the Member's Benefit Account, less the sum of:

- (a) Restricted Non-preserved Benefits; and
- (b) Unrestricted Non-preserved Benefits;

Primary Production Business has the meaning given by the Income Tax Assessment Act 1997;

PDS or **Product Disclosure Statement** has the meaning given by the Corporations Act;

Regulated Superannuation Fund means a Superannuation Fund which has a trustee and:

- (a) the trustee is a Constitutional Corporation as required by its trust deed or governing rules; or
- (b) the trust deed or governing rules provide that the sole or primary purpose of the fund is the provision of Old-age Pensions,
- (c) and in relation to which the trustee has elected in writing in a form approved by the Regulator that the Act will apply to the fund; **section 10 section 19**

Regulations means the Superannuation Industry (Supervision) Regulations 1994;

Regulator means the body having the responsibility for administering the Act and the activities of the Fund and includes APRA, ASIC or the Taxation Commissioner; **section 10**

Related Party means any of the following:

- (a) a Member;
- (b) a Standard Employer Sponsor;
- (c) a Part 8 Associate of a person or entity referred to in paragraph (a) or (b); or
- (d) a Non-member Spouse with a Superannuation Interest;

Related Trust means a trust over which a Member or a Standard Employer Sponsor has Control, other than an Excluded Instalment Trust;

Relative of an individual (except in Rule 1.5) means the following:

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or Adopted Child of the individual or of his or her Spouse;
- (b) the Spouse of the individual or of any other individual referred to in paragraph (a),

and for the purposes of paragraph (a), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual;

Relevant Law means the Act and Regulations, the Tax Act, the Corporations Act and any other laws governing the provision of superannuation and retirement benefits in Australia, from time to time and any regulations made under them;

Restricted Non-preserved Benefits means the total of the amount of any restricted non-preserved benefits that are received from another Regulated Superannuation Fund, a Retirement Savings Account established under the Retirement Savings Account Act 1997, or an EPSSS;

Retire means:

- (a) where a person is at least aged 55 years and less than 60 years, an arrangement under which the Member was Gainfully Employed has come to an end and the Trustee is reasonably satisfied that the Member intends never again to become Gainfully Employed on at least a Part-time Basis;
- (b) where a person is at least aged 60 years and less than 65 years, an arrangement under which the Member was Gainfully Employed ceased on or after the Member's 60th birthday;
- (c) where a person is at least aged 65 years, this definition is not relevant, as other provisions govern the permissibility or compulsion to take superannuation benefits;

Retirement Phase has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 307-80**

Reversionary Pension means a Pension which continues to be paid to one or more reversionary beneficiaries after the death of the Member who was receiving that Pension immediately before his or her death;

RSA or Retirement Savings Account has the meaning given in the Act; **section 10 and section 8 of the Retirement Savings Accounts Act 1997**

Self Managed Superannuation Fund or SMSF, has the meaning in Rule 1.5;

Splittable Contribution has the meaning given in Rule 6.4(a);

Splitting Order means a splitting order under Part VIIIB of the Family Law Act 1975;

Spouse of a person includes:

- (a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of Section 22B of the Acts Interpretation Act 1901 (Cth) as a kind of relationship prescribed for the purposes of that section; and
- (b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple; **section 10**

Standard Employer Sponsor means, an Employer Sponsor who does or would contribute, wholly or partly pursuant to an arrangement between the Employer Sponsor and the Trustee;

Superannuation Fund means:

- (a) a fund that is:
 - (i) an indefinitely continuing fund; and
 - (ii) a provident, benefit, superannuation or retirement fund; or
- (b) a public sector superannuation scheme;

Superannuation Interest means a beneficial interest in the Fund; **section 10**

Superannuation Lump Sum has the meaning given by subsection 995-1(1) of the Tax Act;

Tax Act means, as the case requires, the Income Tax Assessment Act 1936, or the Income Tax Assessment Act 1997;

Taxation Commissioner means the person appointed or acting as the Commissioner of Taxation under the Taxation Administration Act 1953;

Temporary Incapacity means ill-health (whether physical or mental) that caused a Member to cease to be Gainfully Employed but does not constitute Total and Permanent Disablement;

Terminal Illness Benefit means a benefit payable under Rule 5.3(f);

Terminally Ill means a condition that the Member is suffering, which two medical practitioners (at least one of these a specialist) certify would, in the normal course, result in death within a period of 24 months;

Total and Permanent Disablement means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, ever again to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

Total and Permanent Disablement Benefit means a benefit payable under Rule 5.3(d);

Total and Temporary Disablement Benefit means a benefit payable under Rule 5.3(e);

Transfer Balance Cap has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 294-35 and section 294-185**

Transferor means a Member who transfers Member-contributed WA Property or Member-contributed NSW Property to the Trustee of the Fund;

Trustee means the first Trustee of the Fund and / or any other person appointed as an addition to or replacement or substitute for that person. The Trustee may be one or more persons at any time;

Unrestricted Non-preserved Benefits means the sum of:

- (a) the total of the Member's Unrestricted Non-preserved Contributions;
- (b) the amount of the Member's Preserved Benefits and Restricted Non-preserved Benefits which have met a Condition of Release and have a nil Cashing Restriction;
- (c) the amount of unrestricted non-preserved benefits received by the Fund in respect of the Member on or after the day on which the Fund becomes a Regulated Superannuation Fund; and
- (d) the investment earnings on the amounts specified in paragraphs (a) and (c) for the period before 1 July 1999,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (a) to (d) above at the relevant time;

Unrestricted Non-preserved Contributions means the amounts (other than an amount that is a CGT Exempt Component as defined in the Tax Act):

- (a) that will be taken by section 27D of the Tax Act as in force before 1 July 2007 to have been expended out of Eligible Termination Payments within the meaning of that section; and
- (b) that have been received from sources other than:
 - (i) superannuation funds;
 - (ii) Approved Deposit Funds within the meaning of the Act or the Occupational Superannuation Standards Act 1987 as in force immediately before the commencement of section 5 of the Occupational Superannuation Standards Amendment Act 1993; or
 - (iii) deferred annuities within the meaning of Rule 5 or the Occupational Superannuation Standards Regulations; or
 - (iv) Retirement Savings Accounts established in accordance with the Retirement Savings Accounts Act 1997;

Year of Income means the period from 1 July of a calendar year to 30 June of the following calendar year, unless any other period applicable to the Fund is, for the purposes of the Tax Act, a year of income of the Fund. **section 10**

For further information please contact your accountant, financial planner, lawyer or other advisor or go to www.ato.gov.au.

Schedule 3

Deed Date: 22/10/2020

Trustee/s: Nisbet Family Super Pty Ltd ACN 645 303 322

Name of Fund Nisbet Super Fund

Executed as a Deed

EXECUTED AS A DEED by Nisbet Family)
Super Pty Ltd ACN 645 303 322.)

Timothy Lawrence Nisbet
Director

Charlene Marie Nisbet
Director

Application for Membership

Nisbet Super Fund

To the Trustees of:

Nisbet Super Fund

I, Timothy Lawrence Nisbet apply for admission to membership of the Fund and undertake as follows:

1. I will be bound by the Trust Deed governing the Fund as it is presently constituted or as it may be varied from time to time.
2. I understand the terms and conditions of the Trust Deed including benefits payable to Members and understand my rights and the rights of my dependants pursuant to the Trust Deed.

My personal details and those of my employer/s are attached to this application. I acknowledge that the discretion vested in you as to the application of benefits in circumstances where I cannot receive them myself is an absolute, free and unfettered discretion, but I express the wish that in the exercise of that discretion you give consideration to paying any such benefits to the following person, in the following proportions:

Name of Designated Beneficiary	Address of Designated Beneficiary	Relationship to Member	Proportion of Benefits
Charlotte Marie Nisbet	29 Egan Rd, Braudsett QLD 4285	Wife	100%

I understand that the Trustee is required to request that I provide my Tax File Number for the purposes of Section 299F of the Superannuation Industry (Supervision) Act 1993. I further understand that I am under no obligation to supply this number, but that should I fail to do so, tax may be deducted from my account at the top marginal rate.

My Tax File Number is: 485656541

Dated: 22/10/2020

Signature:



Timothy Lawrence Nisbet

Application for Membership

Nisbet Super Fund

To the Trustees of:

Nisbet Super Fund

I, Charlene Marie Nisbet apply for admission to membership of the Fund and undertake as follows:

1. I will be bound by the Trust Deed governing the Fund as it is presently constituted or as it may be varied from time to time.
2. I understand the terms and conditions of the Trust Deed including benefits payable to Members and understand my rights and the rights of my dependants pursuant to the Trust Deed.

My personal details and those of my employer/s are attached to this application. I acknowledge that the discretion vested in you as to the application of benefits in circumstances where I cannot receive them myself is an absolute, free and unfettered discretion, but I express the wish that in the exercise of that discretion you give consideration to paying any such benefits to the following person, in the following proportions:

Name of Designated Beneficiary	Address of Designated Beneficiary	Relationship to Member	Proportion of Benefits
Timothy Lawrence Nisbet	29 Egan Rd, Beaudesert Qld 4285	Husband	100%

I understand that the Trustee is required to request that I provide my Tax File Number for the purposes of Section 299F of the Superannuation Industry (Supervision) Act 1993. I further understand that I am under no obligation to supply this number, but that should I fail to do so, tax may be deducted from my account at the top marginal rate.

My Tax File Number is: 184956431

Dated: 22/10/2020

Signature:



Charlene Marie Nisbet

Note: This Nomination should only be completed after obtaining professional advice in relation to the content and effect of a binding nomination.

**Nisbet Super Fund
Binding Nomination (Non-Lapsing)**

To: The Trustees

Member Details

Surname: Nisbet Given Names: Charlene Marie
 Address: 29 Egan Road
 Suburb: Beaudesert State: Qld P/code: 4285
 Date of Birth: 11/10/1974 Sex (M/F) Female

New Nomination

Please pay my entire benefit in accordance with the following table.

Beneficiary Details

In the event of my death, please pay all benefits in accordance with the following directions:

To My:	As A: (Options include: Pension, Lump Sum, or Beneficiary Choice, except for Non-Dependant Children and LPR, where option is Lump Sum only)	Order Of Priority Or Percentage*
Spouse <u>Timothy Lawrence Nisbet</u>	<u>Beneficiary Choice</u>	<u>100%</u>
Dependant Children		
Non-Dependant Children	<u>Jesse Phillip Rhea - Lump Sum</u> <u>Kurtis David Nisbet - Lump Sum</u> <u>Brendan James Nisbet - Lump Sum</u>	<u>50%</u> <u>25%</u> <u>25%</u>
Legal Personal Representative		

* Where indicating an Order of Priority, place a number in this column. For example, placing a number "1" beside an option means that the Trustee will try to distribute in accordance with this option first. If it is not possible to meet the criteria of option "1" (eg. Because a beneficiary in that category has predeceased the Member), the Trustee will attempt to distribute in accordance with option "2", and so on. It is not necessary to complete more than one option.

Where indicating a percentage, ensure that the sum of all percentages add to 100% and that the "%" symbol is used. In the event that the sums add to less than 100%, the nomination is still valid in respect of the percentages and beneficiaries indicated.

Cancel a Current Nomination

Please cancel my current nomination and pay benefits in accordance with the above (where Beneficiary details are completed) or at the Trustee's discretion (where Beneficiary details are not completed).

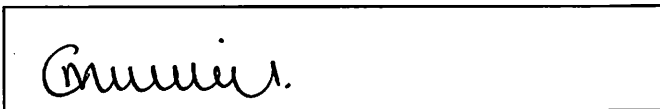
Declaration

I am a member, or I have applied to become a member, of Nisbet Super Fund. This Binding Nomination applies only to my interests in this superannuation fund.

I confirm that I understand that:

- if this nomination is valid at the time of my death, the trustee must pay the benefits to the persons and in the manner in which I have directed and if this nomination is not valid or is not received by the Trustee, my death benefit may be paid at the Trustee's discretion;
- this nomination will not lapse and will continue unless amended or revoked;
- if I cease to be a member of Nisbet Super Fund, I understand that this nomination ceases to have effect;
- each of the beneficiaries listed above must be my spouse, child, financial dependant, interdependent or the executor of my estate;
- I may cancel this nomination at any time.

DO NOT SIGN UNLESS THERE ARE TWO INDEPENDENT ADULT WITNESSES PRESENT



Your Signature

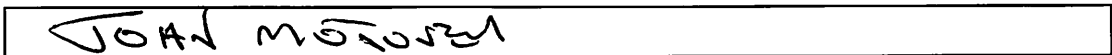
Date: 26/10/2020

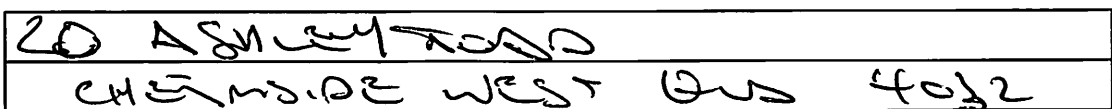
I witnessed the signing of this nomination by the person whose signature appears above and declare that I am over 18 years of age.

Witness 1.

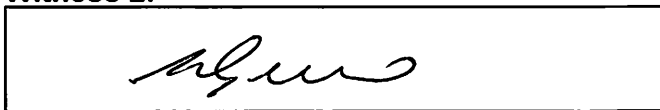


Signature Date: 26/10/2020

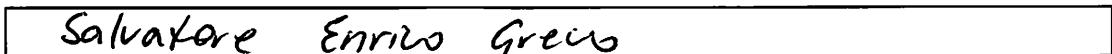
Print Name 

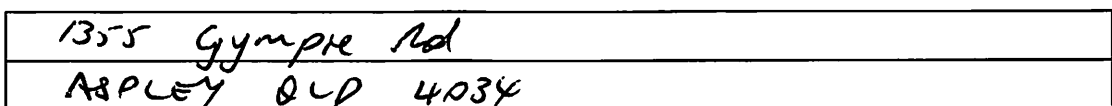
Print Address 

Witness 2.



Signature Date: 26/10/2020

Print Name 

Print Address 

NOTE: This table is only part of the nomination process. Simply completing this table will not result in a legally binding nomination - see the relevant provisions of the trust deed.

Note: This Nomination should only be completed after obtaining professional advice in relation to the content and effect of a binding nomination.

**Nisbet Super Fund
Binding Nomination (Non-Lapsing)**

To: The Trustees

Member Details

Surname: Nisbet Given Names: Timothy Lawrence
 Address: 29 Egan Road
 Suburb: Beaudesert State: Qld P/code: 4285
 Date of Birth: 16/01/1960 Sex (M/F) Male

New Nomination

Please pay my entire benefit in accordance with the following table.

Beneficiary Details

In the event of my death, please pay all benefits in accordance with the following directions:

To My:	As A: (Options include: Pension, Lump Sum, or Beneficiary Choice, except for Non-Dependant Children and LPR, where option is Lump Sum only)	Order Of Priority Or Percentage*
Spouse <u>Charlene Nisbet</u>	<u>Beneficiary Choice</u>	<u>100%</u>
Dependant Children		
Non-Dependant Children	<u>Jesse Phillip Rhea - Lump Sum</u> <u>Kurtis David Nisbet - Lump Sum</u> <u>Brendan James Nisbet - Lump Sum</u>	<u>50%</u> <u>25%</u> <u>25%</u>
Legal Personal Representative		

* Where indicating an Order of Priority, place a number in this column. For example, placing a number "1" beside an option means that the Trustee will try to distribute in accordance with this option first. If it is not possible to meet the criteria of option "1" (eg. Because a beneficiary in that category has predeceased the Member), the Trustee will attempt to distribute in accordance with option "2", and so on. It is not necessary to complete more than one option.

Where indicating a percentage, ensure that the sum of all percentages add to 100% and that the "%" symbol is used. In the event that the sums add to less than 100%, the nomination is still valid in respect of the percentages and beneficiaries indicated.

Cancel a Current Nomination

Please cancel my current nomination and pay benefits in accordance with the above (where Beneficiary details are completed) or at the Trustee's discretion (where Beneficiary details are not completed).


Declaration

I am a member, or I have applied to become a member, of Nisbet Super Fund. This Binding Nomination applies only to my interests in this superannuation fund.

I confirm that I understand that:

- if this nomination is valid at the time of my death, the trustee must pay the benefits to the persons and in the manner in which I have directed and if this nomination is not valid or is not received by the Trustee, my death benefit may be paid at the Trustee's discretion;
- this nomination will not lapse and will continue unless amended or revoked;
- if I cease to be a member of Nisbet Super Fund, I understand that this nomination ceases to have effect;
- each of the beneficiaries listed above must be my spouse, child, financial dependant, interdependent or the executor of my estate;
- I may cancel this nomination at any time.

DO NOT SIGN UNLESS THERE ARE TWO INDEPENDENT ADULT WITNESSES PRESENT




Your Signature

Date: 26 / 10 / 2020

I witnessed the signing of this nomination by the person whose signature appears above and declare that I am over 18 years of age.

Witness 1.



Signature Date: 26 / 10 / 2020


Print Name

JOHN MORGAN

Print Address

20 ASHLEY ROAD
CHERRYBROOK WEST QLD 4032

Witness 2.



Signature Date: 26 / 10 / 2020

Print Name

Salvatore Enrico Greco

Print Address

1355 GYMPIE RD
ASPLEY QLD 4034

NOTE:

This table is only part of the nomination process. Simply completing this table will not result in a legally binding nomination - see the relevant provisions of the trust deed.

Consent to Act as Trustee

Nisbet Super Fund

The company named in the Particulars below ("Trustee") consents to act as a trustee of the Fund.

The Trustee accepts the appointment as trustee of the Fund and agrees to hold the property of the Fund upon the trusts, powers, discretions and obligations contained and conferred under the Trust Deed.

The Trustee confirms and acknowledges that the Trustee has read the terms and conditions in the Trust Deed and fully understands the duties and obligations of a trustee under the Trust Deed and the law.

The Trustee confirms that it is not disqualified under any provision in the Trust Deed or otherwise from being or becoming a trustee of the Fund.

Particulars:

Full Name Nisbet Family Super Fund Pty Ltd ACN 645 303 322

Date: 22/10/2020

Signature:



Nisbet Family Super Fund Pty Ltd ACN 645 303 322
Per Director


26 October 2020

We hereby instruct Sam Greco & Co to establish the following entities

1. Nisbet family super pty ltd
2. Nisbet Super fund
3. Nisbet Custodian Pty Ltd
4. Nisbet Custodian trust

We also confirm that Sam Greco & co has not provided any legal or financial planning advice regarding the suitability of establishment the about entities.


Charlene Nisbet


Timothy Nisbet

**Trust Deed
Nisbet Super Fund**

Drawn by:
Redchip Lawyers
redchip.com.au
redchip@redchip.com.au
P 07 3223 6100

Solicitors for:
Acis
acis.net.au
acis@acis.net.au
P 1800 773 477

THIS SUPERANNUATION FUND TRUST DEED is made on the date specified in Schedule 3 by the Trustee named in Schedule 3.

WHEREAS:

- A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 3, which is established and is to be maintained as an indefinitely continuing superannuation fund (the 'Fund') for the purpose of providing superannuation benefits for Members.
- B. The Trustee has agreed to accept the trusts constituted under this Deed and to undertake the liabilities, duties and obligations imposed upon the Trustee by this Deed and by the laws applicable in the jurisdiction to which it is subject.

NOW THIS DEED WITNESSES AS FOLLOWS

- 1. This Deed will be governed and interpreted and will take effect in accordance with the Relevant Law.
- 2. Except to the extent that any interests of Members or Beneficiaries of the Fund are otherwise affected or circumscribed by the Relevant Law or by this Deed, the Fund will be vested in, controlled by and administered by the Trustee.
- 3. This Deed will be interpreted in accordance with the Rules.
- 4. If the Relevant Law does not exclude the operation of the rule against perpetuities in relation to those trusts, the trusts created by this Deed will terminate on the first to occur of:
 - (a) the day immediately preceding the day which is 80 years after the date of execution of this Deed; or
 - (b) the date on which this Deed is terminated in accordance with its provisions.

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RULES

PLEASE NOTE that the material referred to in these Rules is constantly changing and you must keep up to date with those changes. If you are unsure about the currency of any information in the Rules, please contact us immediately or your accountant, financial planner or other advisor.

YOU SHOULD NOT ATTEMPT TO MANAGE YOUR OWN SUPERANNUATION FUND WITHOUT CONSULTING YOUR ACCOUNTANT, FINANCIAL PLANNER, LAWYER OR OTHER ADVISER.

1. INTERPRETATION PROVISIONS

1.1 Terms defined in the Act

- (a) Any terms or expressions which have defined meanings in the Superannuation Industry (Supervision) Act 1993 have the same meanings when used in these Rules. If any term or expression defined in these Rules conflicts or is inconsistent with any term or expression defined in the Act, the term or expression will have the meaning set out in the Act.
- (b) If a definition used in these Rules expands any defined term contained in the Act, the expanded meaning does not, by itself, result in a conflict or inconsistency under Rule 1.1(a).

1.2 Dictionary

The terms and expressions set out in the Dictionary in Schedule 2:

- (a) will apply to these Rules; and
- (b) will have those meanings when used in these Rules.

1.3 Interpretation

- (a) In these Rules, unless the context or subject matter requires otherwise, references to:
 - (i) **singular** words includes the plural and vice versa;
 - (ii) any **gender** includes every gender;
 - (iii) a **person** includes natural persons, firms, companies, corporations, bodies corporate, trustees, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns from time to time;
 - (iv) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
 - (vi) **months** mean calendar months;
 - (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
 - (viii) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) **regulations** or terms defined in regulations refer to corresponding regulations or defined terms in amended, consolidated or replacement regulations;
 - (x) an **agreement** or **document** (including these Rules) means that agreement or document as amended, novated or supplemented and includes all parts of it including clauses, recitals, schedules, appendices and exhibits to it;
 - (xi) a **party** includes that party's executors, administrators, substitutes, successors and assigns;
 - (xii) **Rules, clauses** or **schedules** are references to the Rules, clauses or schedules contained in these Rules;
 - (xiii) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of these Rules, the person may vote by proxy or attorney or representative (if a body corporate). A reference to a person being present means present in person or by proxy.
- (b) In these Rules, the following rules apply unless the context or subject matter requires otherwise:
 - (i) **headings** and the **table of contents** are used for convenience only and must be disregarded in the interpretation of these Rules;

- (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
- (iii) a requirement to give a person **notice** in writing must be satisfied by posting the notice to that person's last known address;
- (iv) no **rule of construction** of documents will apply to the disadvantage of a party, on the basis that the party put forward the document or any relevant part of it;
- (v) **notes and references** to statutes (or sections of statutes) or other documents contained in bold text after any term defined in these Rules are used to assist in the reading of these Rules and must be disregarded in the legal interpretation of these Rules.

1.4 Establishment of trust

Where these Governing Rules are adopted:

- (a) as the rules of a new SMSF, the Trustee acknowledges the receipt or anticipated receipt of funds or other property to be held on the trusts in these Rules; and
- (b) as replacement rules in respect of an existing SMSF, the Trustee acknowledges that it holds the assets and property of the Fund on the trusts in these Rules to the exclusion of other Governing Rules of the Fund.

1.5 Rules for Self Managed Superannuation Funds

Subject to the Act and Regulations, the Fund is a **Self Managed Superannuation Fund** or **SMSF** only if it satisfies all of the conditions in either Rule 1.5(a) or 1.5(b). **section 17A**

- (a) **Funds other than single member funds.** Where the Fund has more than one Member, the Fund is an SMSF if:
 - (i) it has less than 5 Members;
 - (ii) where the Trustees are individuals - each Trustee is a Member;
 - (iii) where the Fund has a Corporate Trustee - each Director of the Corporate Trustee is a Member;
 - (iv) each Member is a Trustee or if the Fund has a Corporate Trustee, is a director of the Corporate Trustee;
 - (v) no Member is an Employee of another Member, unless they are a Relative of that Member; and
 - (vi) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (b) **Single member funds.** Where the Fund has only one Member, the Fund is an SMSF if:
 - (i) where the Fund has a Corporate Trustee:
 - A. the Member is the sole Director;
 - B. the Member and one Relative of the Member are the only Directors; or
 - C. the Member and one other person who is not the Member's Employer are the only Directors;
 - (ii) where the Trustees are individuals, the Member and one Relative of the Member are the only Trustees or the Member and one other person who is not the Member's Employer are the only Trustees; and
 - (iii) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (c) **Other persons may be Trustees.** The Fund does not fail to satisfy the conditions in either Rule 1.5(a) or Rule 1.5(b) simply because:
 - (i) a Member has died and the Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member from the time when the Member died and ending when the payment of Death Benefits commence for the Member; or
 - (ii) a Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member, during any period when the Member is under a Legal Disability or the legal personal representative has an enduring power of attorney from the Member; or
 - (iii) a Member's parent or guardian is a Trustee or a Director of a Corporate Trustee, in place of the Member where the Member is under a Legal Disability because of age and does not have a legal personal representative; or
 - (iv) an appointment of an acting Trustee or a Director of a Corporate Trustee is in force under section 134 of the Act.

- (d) **Extended meaning of Employee.** For the purposes of this Rule 1.5, in addition to the meaning given in the Dictionary, a Member who is an Employee of an Employer is also an Employee of another person (the "Other Person") if the Employer is:
- (i) a Relative of the Other Person; or
 - (ii) a body corporate of which the Other Person, or a Relative of the Other Person, is a director or a body corporate related to that body corporate; or
 - (iii) the trustee of a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary; or
 - (iv) a partnership, in which:
 - A. the Other Person, or a Relative of the Other Person, is a partner; or
 - B. the Other Person, or a Relative of the Other Person, is a director of a body corporate that is a partner; or
 - C. a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary, is a partner.
- (e) **Meaning of Relative.** Relative, in relation to an individual, for the purposes of Rule 1.5, means:
- (i) a parent, Child, grandparent, grandchild, sibling, aunt, uncle, great-aunt, great-uncle, niece, nephew, first cousin or second cousin of the individual or of his or her Spouse or former Spouse; or
 - (ii) a Spouse or former Spouse of the individual, or of an individual referred to in paragraph (i), and for the purposes of paragraph (i), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual.

1.6 Sole purpose

Subject to Section 60 of the Superannuation Industry (Supervision) Act 1993, these Rules is subject to the requirement that:

- (a) where the Trustee is a natural person or persons, the sole or primary purpose of the Fund must always be the provision of Old-age Pensions; or
- (b) where the Trustee is a constitutional corporation, this Fund is subject to the requirement that the Trustee must always be a constitutional corporation.

2. MEMBERSHIP

2.1 Who may apply

- (a) The Trustee may admit as a Member, any person who is or has at any time been an Employee, an Eligible Person or a Child of a Member and/or any other person acceptable to the Regulator.
- (b) Rule 2.1(a) is subject to the Relevant Law which may expand or restrict the persons or classes of persons who may be admitted as members of a superannuation fund.
- (c) Only a natural person may apply to be or become a Member of the Fund.

2.2 Becoming a Member

- (a) **Submit application.** Any person may apply for membership of the Fund by completing and submitting a Membership Application to the Trustee.
- (b) **Applicant agrees to Deed.** A person who completes a Membership Application and is admitted as a Member, is deemed to be bound by these Rules.

2.3 Some ex-Spouses treated as Members

Where a Superannuation Interest is subject to a Splitting Order and the Non-member Spouse was not a Member immediately before the order is made, the Trustee must treat a Non-member Spouse as a Member for the purposes of:

- (a) Rule 1.5 and the definition of Self Managed Superannuation Fund;
- (b) Rule 8.4, which deals with In-house Assets and other restricted or prohibited investments; and
- (c) any other provisions which the Act may, from time to time, require.

2.4 Ceasing to be a Member

A person ceases to be a Member if the person's Benefit Account has a balance of nil and the remaining Trustees or Members determine that the person is no longer a Member.

2.5 Categories and sub-plans

- (a) **Trustee may divide Members into categories.** The Trustee may divide the Members and Beneficiaries into different categories for any purposes which it considers appropriate. The benefits and entitlements of each category, and the criteria for admission into each category must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.
- (b) **Trustee may divide the Fund into sub-plans.** The Trustee may divide the Fund into one or more sub-plans for any purposes which it considers appropriate. The membership, contributions, assets, and liabilities for payment of benefits and entitlements or otherwise, in relation to each sub-plan must be maintained separately from the rest of the Fund. The criteria for admission into each sub-plan must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.

2.6 Allocation of assets

Regardless of any other Rule, the Trustee may, to the extent permitted by the Relevant Law, designate or allocate specific assets of the Fund to specific accounts, Benefit Accounts, sub-plans or groups as determined by the Trustee in its discretion and may, without limiting that discretion:

- (a) allocate specific assets or investments and/or any earnings derived by such assets or investments to one or more Members accounts;
- (b) allocate specific assets or investments and/or any earnings derived by such assets or investments to one or more sub-plans;
- (c) allocate specific assets or investments and/or any earnings derived by such assets or investments to any accumulation account and/or any pension account in the name of a Member;
- (d) any combination of any of the above.

2.7 Restrictions for Member-contributed WA property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed WA Property:

- (a) either:
 - (i) the Transferor of the Member-contributed WA Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund still owns the Member-contributed WA Property; or
 - (ii) the Member-contributed WA Property must be held by the Fund specifically for the Transferor of the Member-contributed WA Property and must not be combined or pooled with the contributions or other assets of another Member other than the Transferor and no other Member is entitled to obtain or make any claim to any interest in the Member-contributed WA Property; and
- (b) any Member-contributed WA Property held under the preceding Rules can only be held in the Fund to be provided to the Transferor as a retirement benefit.

2.8 Restrictions for Member-contributed NSW property

Regardless of any other provision in these Rules, but subject to Rule 5.12, where the Fund acquires Member-contributed NSW Property:

- (a) either:
 - (i) the Transferor of the Member-contributed NSW Property must be the only Member of the Fund and the Fund must not admit any further Members, so long as the Fund owns the Member-contributed NSW Property; or
 - (ii) the Member-contributed NSW Property must be held by the Trustee solely for the benefit of the Transferor; and
- (b) any Member-contributed NSW Property must be used solely for the purpose of providing a retirement benefit to the Transferor; and
- (c) Member-contributed NSW Property to which the preceding Rules apply:

- (i) must be held by the Trustee specifically for the benefit of the Transferor as a Member of the Fund; and
- (ii) cannot be pooled with any property held for another Member of the Fund; and
- (iii) no other Member of the Fund can obtain an interest in the Member-contributed NSW Property.

3. INFORMATION WHICH TRUSTEE MUST GIVE

3.1 Product Disclosure Statements

The Trustee must consider whether or not an obligation exists to prepare a Product Disclosure Statement and, where necessary, must comply with Part 7.9 of the Corporations Act 2001 (Cth) as to the preparation, content and giving of such a statement.

3.2 Circumstances requiring information

The Trustee must consider whether or not an obligation exists under the Relevant Law to provide information concerning the Fund to Members, Beneficiaries, Employers, the Taxation Commissioner or other appropriate persons:

- (a) at or before the time a new Member applies for membership;
- (b) upon receiving a request from a person who is (or was within the preceding 12 months) a Member or Beneficiary;
- (c) upon receiving a request from an Employer;
- (d) upon a Member ceasing to be a Member;
- (e) at the end of each Year of Income;
- (f) before a Member enters into a Binding Death Nomination or a Non-lapsing Binding Nomination;
- (g) upon the occurrence of any of the following events:
 - (i) the Governing Rules have been changed and, as a result, an adverse effect occurs in relation to:
 - A. a Member's accumulated benefits;
 - B. the benefits to which a Member may become entitled;
 - C. the circumstances in which a Member's benefits would become payable;
 - D. the manner in which a Member's benefits will be calculated; or
 - E. the security of the Member's benefits;
 - (ii) the Member's membership is transferred to a different fund;
 - (iii) a change occurs in the matters set out in any PDS which was or should have been issued under Rule 3.1;
- (h) upon receiving any notice of non-compliance of the Fund issued under the Relevant Law;
- (i) upon the winding up or termination of the Fund;
- (j) upon the occurrence of any event that the Trustee reasonably believes a Member would reasonably be expected to be informed of;
- (k) at the time of:
 - (i) paying benefits or entitlements at the direction of a Member;
 - (ii) rolling over or transferring benefits or entitlements to another entity; or
 - (iii) any combination of the preceding paragraphs; or
- (l) at any other time or in any circumstances required by the Relevant Law.

3.3 How to provide information

Where the Trustee considers that there is an obligation to provide information in accordance with this Rule, the Trustee must provide the appropriate information to Members, Beneficiaries, Employers or other appropriate persons in the manner prescribed in the Relevant Law.

3.4 Information on death of Member

Upon the death of a Member, the Trustee must:

- (a) provide all appropriate information in accordance with this Rule to the Member's legal personal representative; and

- (b) notify each person to whom any benefits or entitlements are payable of the reasons why benefits and entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

3.5 Information pursuant to Family Law Act orders

- (a) **Information to be given.** If a Member's Superannuation Interest becomes subject to a Payment Split, or other action or restriction pursuant to an order under the Family Law Act, the Trustee will be required to give the information prescribed by the Relevant Law to the Non-member Spouse and to the Member.
- (b) **Cost of information.** Where the Trustee is obliged to give information under Rule 3.5(a) to the Non-member Spouse, the Trustee may levy reasonable charges against the Non-member Spouse's Superannuation Interest in respect of the provision of that information, including the cost of obtaining professional advice in relation to any requirement under this Rule.

4. CONTRIBUTIONS

4.1 Who may make contributions

The Trustee may accept contributions to the Fund that are made in respect of a Member:

- (a) who is under age 65;
- (b) who has reached age 65 but not age 75 only if the member has been Gainfully Employed at least on a Part-time Basis during the financial year in which the contributions are made;
- (c) who has reached age 75 only if the contributions are Mandated Employer Contributions,

however the Trustee must not accept contributions from a Member after 30 June 2007 unless the Trustee has received the Member's tax file number.

4.2 Subject to Relevant Law

Rule 4.1 is subject to the Relevant Law which may expand or restrict the persons or classes of persons from whom contributions may be accepted.

4.3 Government Co-contribution

The Trustee may accept Government Co-contributions to the Fund.

4.4 Splittable Contributions

Contributions which are Splittable Contributions are dealt with in Rule 6.4.

4.5 Downsizer Contributions

From 1 July 2018 and subject to the Relevant Law, the Trustee may accept contributions ("Downsizer Contributions") to the Fund that are made in respect of a Member:

- (a) who is age 65 or over;
- (b) which represents all or part of the capital proceeds received from the disposal of an Ownership Interest in a Dwelling in Australia;
- (c) unless otherwise provided by the Relevant Law, the Ownership Interest in the Dwelling was owned, in whole or in part, by the Member or the Member's Spouse for at least ten years;
- (d) any gain or loss on the disposal of that Dwelling qualifies (in whole or in part) for the principal place of residence CGT exemption under the Tax Act (or would have, if it was acquired after 19 September 1985);
- (e) the amount of the contribution does not exceed \$300,000 or such other limit as is, from time to time, prescribed by the Relevant Law;
- (f) the contribution is made within 90 days, or such longer period as the Commissioner of Taxation allows, of the change of ownership of the Dwelling;
- (g) the Member notified the Trustee in the approved form that the contribution is to be treated as a Downsizer Contribution; and
- (h) the Member has not had a Downsizer Contribution made in respect of them for the disposal of an Ownership Interest in a previous Dwelling.

5. BENEFITS AND ENTITLEMENTS

5.1 Pensions and caps

- (a) **Auto-Pension Commencement.** Where the Trustee becomes aware that a Member has Retired on or after attaining their Preservation Age, or where a Member attains the age of 65 years, subject to Rule

5.1(c), the Trustee must commence a Minimum Only Pension with so much of the Member's Benefits which are Unrestricted Non-preserved Benefits from the day the Trustee becomes aware of the Member's Retirement or from day the Member attains the age of 65.

- (b) **Effect of Non-concessional Contribution.** Where a Non-concessional Contribution is made or a benefit is rolled into the Fund in respect of a Member in receipt of one or more Pensions, subject to Rule 5.1(c), the Trustee must commence an additional Pension on the same terms and conditions as the most recently commenced Pension, in the amount of the Non-concessional Contribution, from the day on which that contribution is made.
- (c) **Restriction on Auto-Pension Commencement.** Where a Trustee would otherwise be required to commence an additional Pension pursuant to Rule 5.1(a) or an additional Pension pursuant to Rule 5.1(b) and:
- (i) the Member notifies the Trustee orally or in writing that part or all of the amount is not to be used to commence a Pension; or
 - (ii) the Member notifies the Trustee orally or in writing that the Pension, using part or all of the Member's Benefit or Non-concessional Contribution, as the case requires, is to commence on a different day; or
 - (iii) commencing a Pension using part or all of the Member's Benefit or Non-concessional Contribution, as the case requires, would cause the Member to exceed their Transfer Balance Cap,

then, to the extent that the Member does not wish the Member's Benefit or Non-concessional Contribution to be used in commencing an additional Pension, or in respect of the amount which would cause the Member to exceed their Transfer Balance Cap, the Trustee must not use that amount to commence a Pension, and where the Member has specified a different day for the Pension's commencement, the Trustee must not commence the additional Pension until that day.

- (d) **Pension Auto-commutation at Transfer Balance Cap.** Where the trustee becomes aware that a Member who is receiving one or more Pensions has presently exceeded, or will exceed, their Transfer Balance Cap, unless instructed otherwise by the Member in writing, the Trustee must commute part or all of one or more Pensions being received by the Member to an accumulation account in respect of that Member, to the extent necessary to reduce their benefits in Retirement Phase to an amount equal to or less than the Member's Transfer Balance Cap, and the Trustee will determine which Pension or Pensions are to be commuted. Where a Member affected by this Rule is being paid more than one Pension and unless the Member elects otherwise or unless the Trustee decides it would be in the Member's best interests to do otherwise, the Trustee must prefer to commute Pensions in order, from those with the highest, to those with the lowest taxable components. Unless otherwise determined by the Trustee, the Trustee is deemed to have commuted a Pension or Pensions as follows:
- (i) where the Member is receiving only one Pension, the Trustee is deemed to have commuted that Pension;
 - (ii) where the Member is receiving more than one Pension, and one or more of the Pensions is a Pension received by the Member as a Reversionary Pension, the Trustee is deemed to have commuted one or more Pensions which are not being received as Reversionary Pensions;
 - (iii) where the Member is receiving more than one Pension, none of which is a Pension received by the Member as a Reversionary Pension, the Trustee is deemed to have commuted the Pensions in the order in which they were commenced.
- (e) **Order of Pension Commutation After Death.** Where the Trustee becomes aware that a Member is or will exceed their Transfer Balance Cap because of that Member's entitlement to receive a superannuation pension consequent upon the death of another person, unless instructed otherwise by the Member in writing, and while also complying with Rule 5.1(d), the Trustee must prefer to first commute the Member's own Pensions, before commuting part of all of the pensions receivable or to be received consequent upon the death of that other person.
- (f) **Trustee to Commute Payments Above Minimums.** Where a Member is in receipt of a Minimum Only Pension, if the Member is paid an amount greater than their minimum payment during a financial year in respect of that Pension, the Trustee must treat any payments in excess of the minimum payments as partial commutations of that pension, unless the Member notifies the Trustee in writing that part or all of the payment or payments in excess of the minimum are to be treated as pension payments.
- (g) **Auto-Pension Commencement where Payments Below Minimums.** Where a Member is in receipt of a Minimum Only Pension, if the Member is paid an amount less than the minimum amount required by the Relevant Law during a financial year and the Pension ceases for that reason, the Trustee must,

on the first day of July in the following financial year, commence a Minimum Only Pension on the same terms and conditions as the Pension that ceased.

5.2 Benefits a Member may receive

- (a) **Retirement at the normal time.** A Member who Retires or attains the age of 65 years is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3.
- (b) **Benefits before the normal time.** A Member who has attained Preservation Age but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.3, but subject to the benefit being paid as a pension which cannot be commuted to a lump sum before the Member Retires or attains the age of 65 years, or in any other form allowable under the Relevant Law, from time to time.
- (c) **Total and Permanent Disablement.** A Member who ceases Gainful Employment because of Total and Permanent Disablement is entitled to receive a Total and Permanent Disablement Benefit, calculated in accordance with Rule 5.3.
- (d) **Total and Temporary Disablement.** Upon the Total and Temporary Disablement of a Member, the Member is entitled to receive a Total and Temporary Disablement Benefit, calculated in accordance with Rule 5.3.
- (e) **Terminal Illness Benefit.** Upon a Member being diagnosed as Terminally Ill, the Member is entitled to receive a Terminal Illness Benefit.
- (f) **Death Benefits.** A Death Benefit becomes payable upon the death of:
 - (i) a Member; or
 - (ii) a reversionary beneficiary in receipt of a Pension,
 to the extent that the type of Pension or other benefit being received allows for the calculation and payment of a Death Benefit from the Fund.
- (g) **Reversionary Pension.** A Member in receipt of a Pension may nominate by notice in writing to the Trustee, either at the commencement of the Pension or at any subsequent time, one or more reversionary beneficiaries who are to continue to receive that Pension after the Member's death. A Member may, at any time, by notice in writing to the Trustee, revoke their nomination of one or more reversionary beneficiaries.
- (h) **Reversionary Pension if Member dies.** If a Member dies while receiving a Reversionary Pension from the Fund and the terms applying to that Pension nominate a reversionary beneficiary (however described), subject to the Relevant Law, the Trustee must continue to pay that Pension in favour of the reversionary beneficiary on the same terms and conditions as applied to the deceased Member.
- (i) **Pension to Spouse if Member dies.** If a Member dies while receiving a Pension from the Fund, the Member's Spouse may apply to the Trustee to have that Pension continued. The Trustee may, in its absolute discretion, decide to continue that Pension. The amount of that Pension will not exceed the amount calculated in accordance with the Act and Regulations. Where a Pension nominates a reversionary beneficiary (other than the Member's Spouse) or the payment of the Pension to the Member's Spouse would be contrary to a nomination under Rule 5.4 or 5.5, the Trustee cannot elect to continue the Pension in favour of the deceased Member's Spouse.
- (j) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination to be made by way of a Pension, a person entitled to receive a Death Benefit does not have a right to elect to receive that benefit by way of a Pension. However, the person entitled to receive a Death Benefit may apply to the Trustee for part or all of their Death Benefit entitlement be paid as one or more Pensions and the Trustee, in its absolute discretion, may decide to grant the request.
- (k) **Other cases.** A person who ceases to be a Member, otherwise than by death, and who is not entitled to a:
 - (i) Normal Retirement Benefit; or
 - (ii) Total and Permanent Disablement Benefit,
 will be entitled to:
 - (iii) receive the balance of his or her Benefit Account, subject to the restrictions imposed by Rules 5.9 to 5.11; or
 - (iv) have the balance of his or her Benefit Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.

- (l) **Reject Contributions.** Subject to the Relevant Law, if the Trustee receives:
- (i) a request or direction from a Member to reject a contribution (wholly or partially);
 - (ii) a contribution in error;
 - (iii) a contribution which would cause the Member to exceed their Contributions Cap;
 - (iv) a contribution which does or may result in the Trustee's inability to comply with the Relevant Law;
 - (v) a contribution which may not be accepted under with the Relevant Law; or
 - (vi) a contribution which may lawfully be rejected or repaid under the Relevant Law,
- the Trustee will hold the contribution upon a separate trust apart from the Fund may reject or repay the contribution (wholly or partially) to or at the direction of the person making the contribution after deducting any expenses incurred in the receipt or return of the contribution and any tax liability imposed on the Trustee as a result of the receipt of the contribution.
- (m) **Overpayments.** If, for any reason, a Member receives an amount of a benefit in excess of the amount due to the Member, subject to the Relevant Law, the Trustee may recover the excess by:
- (i) reducing the balance of the Member's Benefit Account;
 - (ii) reducing the amount of any future payments due to the Member;
 - (iii) any other method permitted by law and the Relevant Law.
- (n) **Early Release.** If the Trustee receives a written request for the early release of some or all of a Member's entitlements and if:
- (i) the Member's circumstances constitute grounds for early release; and
 - (ii) where required, the Trustee receives written approval from the Regulator,
- the Trustee may pay the benefits and entitlements to the Member, net of any taxes or reasonable charges applicable to the payment of those benefits and entitlements, and subject to any restrictions required as to the manner and amount of that payment.
- (o) **Release Authority.** If the Trustee receives a release authority from the Regulator, the Trustee must pay the amount specified in that authority and in accordance with that authority to the person or persons entitled to it.
- (p) **Payments to commence.** Where a Member, or another person, becomes entitled to receive any payment of benefit under the preceding paragraphs, the Trustee must pay those amounts in accordance with the terms of these Rules and the Relevant Law and within the time required by the Relevant Law and, if none is specified, within a reasonable time.
- (q) **Effect of Family Law Act.** Where, pursuant to an order under the Family Law Act, a Superannuation Interest has been created in favour of a Non-member Spouse, a reference in this Rule 5.1 to a Member will be read as including a Non-member Spouse.

5.3 How to calculate benefits

NOTE: While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.8 for details.

- (a) **More than one Benefit Account.** A Member may have one or more Benefit Accounts in the Fund which may be accumulation accounts or accounts from which pensions are drawn or any combination of them or any other type of account permitted by the Relevant Law, as determined by the Trustee.
- (b) **Normal Retirement Benefit.** A Member's Normal Retirement Benefit will be a Pension of an amount determined by the Trustee, having regard to:
- (i) the balance of the Member's Benefit Account intended to fund the Pension at the date the Pension commences to be paid;
 - (ii) the period over which and the terms upon which the Pension is to be payable;
 - (iii) the expected investment earnings of the Fund to be attributable to the relevant Benefit Account;
 - (iv) the operating costs of the Fund, costs associated with the termination of the Fund and any administrative, insurance and taxation costs relating to the operation and termination of the Fund, which are anticipated to be attributable to the relevant Benefit Account;
 - (v) the cost of any annuities, Pensions and income streams purchased or to be purchased by the Trustee in respect of the Member or the Member's Beneficiaries;

- (vi) the terms of any agreement or other instrument containing the terms and conditions upon which the Pension is to be paid;
 - (vii) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and
 - (viii) any lump sum payment, or total or partial commutation in accordance with Rule 5.8.
- (c) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
- (i) be calculated to produce a nil balance in the Member's relevant Benefit Account after satisfying the terms on which the Pension is to be paid; and
 - (ii) in any event, cease to be payable when the balance in the Member's relevant Benefit Account is nil.
- (d) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (e) **Total and Temporary Disablement.** A Member's Total and Temporary Disablement Benefit will, subject to any requirements imposed by the Regulator on the payment of similar benefits, be a Non-commutable Income Stream cashed from the Fund for:
- (i) the purpose of continuing (in whole or in part) the gain or reward which the Member was receiving before the Temporary Incapacity; and
 - (ii) a period not exceeding the period during which the Member is prevented from undertaking Employment of the kind engaged in immediately before the Temporary Incapacity,
- but in any event must not exceed an amount equal to the balance of the total of the Member's Benefit Accounts, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (f) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the total of the Member's Benefit Accounts less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (g) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the total of the Member's Benefit Accounts less:
- (i) any amount set aside to fund the payment of any reversionary Pension after the Member's death;
 - (ii) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
 - (iii) the amount necessary to meet any obligations with respect to a Pension or other payments required to be met from the Member's benefits and entitlements,
- and, unless Rule 5.4 or 5.5 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination, will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:
- (iv) one or more of the Member's Designated Beneficiaries;
 - (v) one or more of the Member's Dependants;
 - (vi) the Member's legal personal representative,

5.4 Lapsing Binding Death Nominations

- (a) **Requirements.** A Binding Death Nomination:
- (i) must be in writing;
 - (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
 - (iii) must contain a declaration, signed, and dated, by the witnesses stating that the notice was signed by the Member in their presence;
 - (iv) will lapse and be of no further effect on the day which is 3 years after the day on which it was first signed or last confirmed or amended by the Member, whichever is the later;
 - (v) may be revoked by the Member by written notice to the Trustee at any time;
 - (vi) must contain sufficient details to identify the Member;
 - (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.

- (b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of:
- (i) the whole or any part of the Member's Death Benefit; and/or
 - (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,
- to a person or persons named in the notice being the legal personal representative or a Dependant or Dependants of the Member. If the Trustee receives a Binding Death Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has lapsed or been revoked by the Member.
- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

5.5 Non-lapsing Binding Nomination

- (a) **Requirements.** A Non-lapsing Binding Nomination:
- (i) must be in writing;
 - (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
 - (iii) must contain a declaration signed, and dated, by the witnesses stating that the notice was signed by the Member in their presence;
 - (iv) will not lapse by the passing of time;
 - (v) may be revoked by the Member by written notice to the Trustee at any time.
 - (vi) must contain sufficient details to identify the Member;
 - (vii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected.
- (b) **Member may give.** A Member may, at any time, give the Trustee a Non-lapsing Binding Nomination directing the payment of:
- (i) the whole or any part of the Member's Death Benefit; and/or
 - (ii) the whole or any part of the proceeds of any insurance effected by the Trustee with respect to the Member and to which the Member is entitled under Rule 5.7,
- to a person or persons named in the notice being the legal personal representative or a Dependant or Dependants of the Member. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount specified, in accordance with that notice, unless it has been revoked by the Member.
- (c) **Preservation.** Where the Fund's governing rules have been amended and a valid nomination, which has not been revoked, would have been binding upon the Trustee in respect of a Member's death benefits under those previous rules, despite anything contained in these Governing Rules, that nomination will continue to bind the Trustee until it is revoked or replaced in accordance with these Governing Rules.

5.6 Order of priority

- (a) **Invalid Nomination.** Where a Binding Death Nomination or a Non-lapsing Binding Nomination is invalid, in whole or in part, to the extent that it is invalid, the Trustee must pay the Member's Death Benefit in accordance with Rule 5.3(g).
- (b) **Automatic revocation.** A Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination given by the Member.
- (c) **Reversionary Pensions.** Where a Member is in receipt of a Pension in respect of which a reversionary beneficiary has been named, unless the Member has revoked that reversion in accordance with these Rules, or the reversionary beneficiary is no longer entitled to receive a Reversionary Pension under the Relevant Law, the entitlement of the reversionary beneficiary in respect of that Pension has priority over any Binding Death Nomination or a Non-lapsing Binding Nomination given by the Member and binding on the Trustee unless the Act or Regulations require otherwise.

5.7 Dealing with insurance

- (a) **Insurance relating to benefits.** The Trustee may take or hold one or more policies of insurance or assurance in relation to a Member as Benefit Payment Insurance or Additional Insurance.
- (b) **Insurance applied to liability.** Whenever a payment is received by the Trustee under any insurance policy held by the Trustee, the payment will be applied:
- (i) in the case of Benefit Payment Insurance, towards satisfaction of the Fund's liability to pay any one or more of a Member's benefits; or
 - (ii) in the case of Additional Insurance, in addition to the Fund's liability to pay any one or more of a Member's benefits,
- as agreed by the Member and the Trustee.
- (c) **Insurance not designated.** If a policy has been effected under Rule 5.7(a) and the policy is not designated as Benefit Payment Insurance or Additional Insurance, the policy will be deemed to be Benefit Payment Insurance.
- (d) **Treatment of Additional Insurance.** Where the Trustee has effected Additional Insurance and an amount becomes payable to the Trustee under it, the Trustee must add the amount payable, net of any reasonable fees, charges and taxes, to the Member's Benefit Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with these Rules.
- (e) **Treatment of Benefit Payment Insurance.** Where the Trustee has effected Benefit Payment Insurance and an amount becomes payable to the Trustee under it, the Trustee must first apply that amount towards satisfaction of the Fund's liability to pay the Member's benefits or entitlements in accordance with these Rules and the Trustee will reduce the Member's Benefit Account by the amount applied. Any amount remaining will be dealt with by the Trustee in its discretion as follows:
- (i) where any amounts have been deducted from the Member's Benefit Account to pay any premiums in relation to the insurance, by paying or applying similar amounts to or on behalf of the Member in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
 - (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.7(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with these Rules;
 - (iii) by paying any expenses and liabilities of the Fund, whether or not those amounts are in whole or in part related to the Member's benefits and entitlements;
 - (iv) where the Trustee in its absolute discretion decides to pay an Anti-detriment Payment in respect of a deceased Member, by applying amounts towards such a payment; and/or
 - (v) by reallocating any amounts to a reserve to be dealt with as the Trustee sees fit.
- (f) **Self-Insurance.** The Trustee may elect to self-insure and may create a reserve for that purpose. Where the Trustee makes that election, the Trustee may:
- (i) designate the balance of that reserve as Benefit Insurance amounts or Additional Insurance amounts or partly as one and partly another type of insurance amount;
 - (ii) pay or credit to that reserve any amount determined by the Trustee as necessary or desirable for the purposes of self-insurance;
 - (iii) pay or deduct from that reserve any amount determined by the Trustee to be payable upon the occurrence of any event against which the Trustee has self-insured; and
 - (iv) reallocate or transfer any amount determined by the Trustee to be surplus or no longer required for the purpose of self-insurance to any other reserve or Member's Benefit Account.

5.8 How to pay a Pension and how to pay a lump sum benefit

- (a) **How to pay a Pension.** Any Pension payable under these Rules:
- (i) must conform to Rule 5.9;
 - (ii) must comply with any minimum terms specified in the Act and the Regulations; and
 - (iii) will be payable on other terms decided by the Trustee.
- (b) **Terms to be given to Member.** A copy of the terms and conditions of a Pension is to be given to the Member or Beneficiary of that Pension at or before the Pension Date for that Pension.
- (c) **How to pay a lump sum benefit (or change a Pension to a lump sum).** Any person who is entitled to receive a Pension, Annuity or income stream from the Fund other than a Total and Temporary Disablement Benefit, may direct the Trustee in writing to:

- (i) pay any amount as a lump sum; or
- (ii) commute any amount to a lump sum,

but only to the extent permitted by the terms of the Pension, Annuity or income stream. The amount of any lump sum will be equal to the total of the balances of the Member's Benefit Accounts related to the payment less any taxes and other reasonable charges which the Trustee considers are applicable to the payment or commutation.

- (d) **How to reduce a Pension when commuting to a lump sum benefit.** Where a person exercises the right in Rule 5.8(c)(ii), the Trustee must discount the amount to which the person is entitled to the extent which the Trustee considers necessary to take account of the commutation. The Fund and the Trustee will then be discharged and relieved of any further liability in respect of the amount of the discount.
- (e) **How to pay benefits to minors and certain other people.** Where any Beneficiary is under a Legal Disability, the Trustee will be entitled to pay or apply the Beneficiary's benefits or entitlements:
 - (i) to the Beneficiary; or
 - (ii) to another person for the sole purpose of that person paying or applying those benefits or entitlements for, or on behalf of, the Beneficiary or the Beneficiary's Dependants; or
 - (iii) to a trust established for the benefit of the Beneficiary or the Beneficiary's Dependants.

That payment or application will constitute an effective discharge to the Fund and the Trustee. The Trustee need not be concerned and is not liable to see to the application of those benefits or entitlements after the time of their payment or application.

- (f) **Effect of Family Law Act.** A reference to a Member in this Rule 5.8 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

5.9 Types of Pensions which may be paid

The Trustee may pay any Pension allowable under the Act and Regulations. A Pension must be subject to the terms and conditions contained in the Act and Regulations in relation to that type of Pension. The following Pensions, and the descriptions of them in Schedule 1, are specific examples of the Pensions which may be paid:

- (a) Pensions commencing after 30 June 2007:
 - (i) **Minimum Only Pensions** described in Part 1 of Schedule 1.
 - (ii) **Transition to Retirement Pensions** described in Part 2 of Schedule 1.
- (b) Pensions commencing before 20 September 2007:
 - (i) **Allocated Pensions** described in Part 3 of Schedule 1.
 - (ii) **Pre-20 September 2007 Market Linked Pensions** described in Part 4 of Schedule 1.
 - (iii) **Lifetime Pensions** (included in the definition of Defined Benefit Pension) described in Part 5 of Schedule 1.
 - (iv) **Life Expectancy Pensions** (included in the definition of Defined Benefit Pension) described in Part 6 of Schedule 1.
 - (v) **Lifetime Commutable Pensions** (included in the definition of Defined Benefit Pension) described in Part 7 of Schedule 1.
 - (vi) **Non-Commutable Allocated Pensions** described in Part 8 of Schedule 1.
- (c) Pensions commencing after 19 September 2007, where the amount was purchased with a rollover superannuation benefit that resulted from the commutation of a pension or annuity of the type referred to in Regulation 1.06(1B):
 - (i) **Post-19 September 2007 Market Linked Pensions** described in Part 9 of Schedule 1.
- (d) Pensions which commence after the death of a Member, whether they are Reversionary Pensions or Death Benefit Pensions, upon terms and to beneficiaries allowable under the Relevant Law, from time to time.

5.10 Only some Funds may pay Defined Benefit Pensions

Subject to the Act and Regulations, if the Fund is a Self Managed Superannuation Fund, the following provisions apply in relation to the Fund paying Defined Benefit Pensions to Members:

- (a) Where a Member was already receiving a Defined Benefit Pension on or before 11 May 2004, that Member may continue to receive that Pension, but any further Defined Benefit Pensions in respect of that or other Members are only payable in the circumstances set out in this Rule 5.10.
- (b) Where the Fund was in existence on 11 May 2004 and the Governing Rules provided for the payment of Defined Benefit Pensions at that time, the Fund may continue to provide that Pension.
- (c) Where the Fund was in existence on 11 May 2004 and the Governing Rules did not provide for the payment of a Defined Benefit Pension, the Fund may pay one or more Defined Benefit Pensions to a Member if:
 - (i) the Member was a Member on 11 May 2004;
 - (ii) before 31 December 2005, the Member:
 - A. retired on or after attaining age 55; or
 - B. attained age 65; and
 - (iii) a Defined Benefit Pension was commenced for that Member before 1 July 2005 in respect of which the first payment is made within 12 months after the Pension Date for that Pension.

5.11 Restrictions on when and how benefits may be paid

This Rule is subject to any amendments, modifications, re-enactments, or substitutions of the Act and Regulations, from time to time, which may impose any requirement on the payment of benefits and entitlements and must be read and interpreted accordingly.

- (a) **Restrictions on how benefits may be paid.** Subject to the Regulations, a Member's benefits and entitlements in the Fund may only be paid:
 - (i) by being cashed in accordance with Rule 5;
 - (ii) by being rolled over or transferred in accordance with these Rules; or
 - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with these Rules.
- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the whole or a part of a Member's Unrestricted Non-preserved Benefits may be cashed at any time in any one or any combination of the following ways:
 - (i) one or more lump sums;
 - (ii) one or more Pensions; and/or
 - (iii) the purchase of one or more Annuities,
 less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Unrestricted Non-preserved Benefits at the relevant time.
- (c) **Payment of Restricted Non-Preserved Benefits.** Subject to these Rules, the whole or a part of a Member's Restricted Non-preserved Benefits:
 - (i) may only be cashed on or after the satisfaction of a Condition of Release; and
 - (ii) must not exceed the Member's Restricted Non-preserved Benefits that had accrued at the time when the Condition of Release was satisfied,
 less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Restricted Non-preserved Benefits at the relevant time. The form in which Restricted Non-preserved Benefits may be cashed is:
 - (iii) the form, if any, specified in the Cashing Restriction for Restricted Non-preserved Benefits in relation to the relevant Condition of Release; or
 - (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
 - A. one or more lump sums;
 - B. one or more Pensions; and/or
 - C. the purchase of one or more Annuities.

- (d) **Payment of Preserved Benefits.** Subject to these Rules, the whole or any part of a Member's Preserved Benefits may only be cashed on or after the satisfaction of a Condition of Release and must not exceed the sum of:
- (i) the Member's Preserved Benefits that had accrued at the time when the Condition of Release was satisfied; and
 - (ii) any investment earnings accruing on those benefits from that time,
- less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (i) and (ii) above at the relevant time. The form in which Preserved Benefits may be cashed is:
- (iii) the form, if any, specified in the Cashing Restriction for Preserved Benefits in relation to the relevant Condition of Release; or
 - (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
 - A. one or more lump sums;
 - B. one or more Pensions; and/or
 - C. the purchase of one or more Annuities.
- (e) **When it is compulsory to pay benefits.** A Member's benefits and entitlements must be cashed as soon as practicable after a Member dies.
- (f) **Payment of compulsory benefits.** Subject to these Rules and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the form in which benefits and entitlements may be cashed under Rule 5.11(e) is any one or any combination of the following forms:
- (i) a single lump sum;
 - (ii) an interim lump sum plus a final lump sum;
 - (iii) one or more Pensions; and/or
 - (iv) the purchase of one or more Annuities,
- except where that benefit is to be paid to a Child of the deceased Member, in which case it is subject to the restrictions contained in Rule 5.11(g).
- (g) **Restriction on Death Benefit Pensions to Children.** Subject to the Act and Regulations, from time to time, if a Member dies after 30 June 2007 and part or all of that Member's Death Benefit is to be paid to a Dependant who is a Child of the Member, the Death Benefit may only be paid as a Pension if the Child:
- (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,
- and, except in the case of a Child described in paragraph (iii), such a Pension must cease no later than the Child attaining 25 years of age.
- (h) **Effect of Family Law Act.** A reference to a Member in this Rule 5.11 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

5.12 Member-contributed property

- (a) **Member-contributed Property subject to different payment rules.** Despite any provision to the contrary in these Rules, where the Fund holds Member-contributed WA Property or Member-contributed NSW Property, any provisions in these Rules purporting to enable a beneficial interest to be obtained by any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property do not apply to that Member-contributed WA Property or Member-contributed NSW Property.
- (b) **Options for Trustee.** Where an event occurs which would normally entitle the Trustee to create a beneficial interest in Member-contributed WA Property or Member-contributed NSW Property in a person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW

Property, the Trustee must deal with the Member-contributed WA Property or Member-contributed NSW Property only in one of the following ways:

- (i) by separating the Member-contributed WA Property or Member-contributed NSW Property from all other assets supporting the Transferor's Benefit Account and dealing with the Member-contributed WA Property or Member-contributed NSW Property in such a manner that the beneficial interest in that property remains solely with the Transferor of the Member-contributed WA Property or Member-contributed NSW Property or, if the Transferor has died, the Transferor's estate; or
- (ii) after taking such professional advice as is considered prudent by the Trustee, in such other manner as the Trustee considers appropriate, but not so as to create a beneficial interest in any person other than the Transferor of the Member-contributed WA Property or Member-contributed NSW Property.

6. ROLLOVERS AND TRANSFERS OF BENEFITS

6.1 Into the Fund

(a) **Members may.** A Member may request that the Trustee accept a rollover or transfer into the Fund of any existing superannuation benefits or entitlements which are able to be rolled over or transferred into the Fund under the Relevant Law. Those benefits or entitlements may include:

- (i) any Superannuation Lump Sums being held with another superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust; and/or
- (ii) any Superannuation Lump Sums from other sources which are able to be rolled over or transferred into the Fund under the Relevant Law.

(b) **Trustee to decide.** The Trustee must consider a request made in accordance with Rule 6.1(a) and may:

- (i) accept a rollover or transfer of the entire amount of the benefits or entitlements;
- (ii) accept a rollover or transfer of part of the benefits or entitlements; or
- (iii) reject a rollover or transfer of the whole or any part of the benefits or entitlements,

and in reaching that decision, the Trustee may consider the limits on benefits payable to the Member, the balance of the Member's Benefit Account before and after the proposed rollover or transfer, the terms under which the benefits or entitlements are currently being held and any other matters which the Trustee considers relevant.

(c) **Some rollovers and transfers cannot be accepted.** The Trustee must not accept a rollover or transfer of any benefits or entitlements which would or would be likely to cause a breach of a Civil Penalty Provision or constitute an offence under the Act.

(d) **Condition of rollover or transfer in.** Where the Trustee accepts a rollover or transfer of benefits or entitlements under this Rule 6.1, those benefits or entitlements must be maintained and will only be payable:

- (i) in accordance with the terms of the trust deed or governing rules, if any, of the transferring entity at the date of rollover or transfer, as advised to the Trustee; or
- (ii) on other terms approved by the Regulator.

(e) **Most benefits rolled over or transferred into the Fund retain the same status.** Except as otherwise provided by the Act and Regulations, for the purpose of determining the status of benefits or entitlements under these Rules, any benefits or entitlements rolled over or transferred into the Fund will retain the same character in the Fund as they had in the superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust from which they were transferred.

6.2 Out of the Fund

(a) **Who may request.** A request to roll over or transfer any benefits or entitlements out of the Fund may only be made by:

- (i) a Member;
- (ii) in the case of a Member's death or Total and Permanent Disablement, the person or persons otherwise entitled to receive a benefit or entitlement; or
- (iii) a Member's legal personal representative.

- (b) **Trustee must notify others.** Upon receiving a request to roll over or transfer benefits out of the Fund, the Trustee must give notice in writing of the proposed rollover or transfer to all other interested persons who at that time are entitled to make a similar request.
- (c) **Trustee must not rollover or transfer benefits with objections.** Subject to Rule 10.2, if a person notified under Rule 6.2(b) objects to the rollover or transfer by notice to the Trustee containing reasons, the Trustee must not roll over or transfer those benefits and must give notice of the objection and of the identity of the objector to the person making the request.
- (d) **Conditions of rollover or transfer out.** The Trustee will roll over or transfer benefits or entitlements in accordance with a request under Rule 6.2(a) if:
 - (i) no person is required to be notified of a request for a rollover or transfer;
 - (ii) no objection has been received from an interested person within 7 days of giving notice; or
 - (iii) the Trustee is satisfied that any objection received has been removed.
- (e) **Time for rolling over or transferring out.** Subject to Rule 10.2, unless another provision of this Part applies to a request to roll over or transfer benefits or entitlements, the Trustee must roll over or transfer the amounts within a reasonable time of receiving such a request containing the information required by Rule 6.2(f). For the purposes of this Rule, 30 days is a reasonable time unless otherwise determined by the Trustee.
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the form containing the information which must be provided by a Member to a Trustee before a request to roll over or transfer benefits or entitlements is processed by the Trustee.
- (g) **Non-member Spouse benefits.** Where a Superannuation Interest has been created in favour of a Non-member Spouse under a Family Law Act order and that order does not restrict the transfer or roll over of the Non-member Spouse's Superannuation Interest, that interest may be rolled over or transferred out of the Fund:
 - (i) upon the request of the Non-member Spouse, subject to the request complying with the terms of this Rule 6.2; or
 - (ii) if the Trustee, in its absolute and unfettered discretion, decides to do so and the Trustee complies with all conditions imposed by the order,

and after all reasonable costs of rolling over or transferring that interest out of the Fund have been deducted from the Non-member Spouse's Superannuation Interest.

6.3 Trustee's duties

- (a) **Duty to ensure transferee is regulated.** When the Trustee receives a request under Rule 6.2(a), the Trustee must, before allowing any rollover or transfer, ensure that the entity accepting the benefits or entitlements is:
 - (i) a Regulated Superannuation Fund;
 - (ii) an Approved Deposit Fund;
 - (iii) a RSA; or
 - (iv) an EPSSS,
 and it is sufficient for the Trustee to receive from the entity accepting the benefits or entitlements, confirmation in writing of its status.
- (b) **Duty to ensure proper deductions made.** Where a rollover, transfer or payment of benefits or entitlements out of the Fund is to be made, the Trustee must ensure that:
 - (i) all taxes, expenses, accrued and actual liabilities required to be deducted from the Member's Benefit Account have been deducted; and
 - (ii) all income, gains and accretions required to be credited to the Member's Benefit Account have been credited,
 prior to determining the amount of benefits or entitlements available for rollover, transfer or payment to the Member.
- (c) **People to be notified if Member has died.** If a Member dies and benefits or entitlements become payable to any person other than the Member's legal personal representative, the Trustee must notify each person to whom benefits or entitlements are payable of the reasons why benefits or entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

- (d) **Dealing with Death Benefits if Beneficiaries cannot be located.** If the Trustee cannot, after making all reasonable attempts, locate a person to whom any benefits or entitlements are payable in accordance with Rule 6.3(c), the Trustee may pay those benefits or entitlements, to the Member's legal personal representative, or to any one or more of the remaining Designated Beneficiaries, if any, in any proportions as the Trustee decides. No person will have any claim or cause of action against the Trustee or the Fund as a result of the Trustee exercising its discretion in accordance with this Rule.
- (e) **Information to the Taxation Commissioner.** When the Trustee pays benefits or entitlements out of the Fund and the entire amount of those benefits or entitlements are not rolled over or transferred into a Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, the Trustee must, within the prescribed time, provide to the Taxation Commissioner, in the form prescribed by the Relevant Law, information required by the Taxation Commissioner in relation to those benefits or entitlements and in relation to the recipients.

6.4 Splitting contributions

- (a) **Contributions that may be split.** Where contributions are made in respect of a Member after 1 January 2006, the following contributions (called "**Splittable Contributions**") may be split:
- (i) if the contributions will be included in the Fund's taxable income for a Year of Income – up to 85% of the contributions; and
 - (ii) if the contributions will not be included in the Fund's taxable income for a Year of Income and the contributions are made on or before 5 April 2007 – up to 100% of the contributions.
- (b) **Spouse cannot receive Splittable Contributions.** If the Member's Spouse is either:
- (i) over age 55 years and retired; or
 - (ii) over age 65 years,
- at the time the Member applies to the Trustee to split their contributions, the Trustee may not accept that application and may not split their contributions pursuant to this Rule 6.4.
- (c) **Manner of splitting contributions.** Contributions are split by the Trustee rolling over, transferring or crediting an amount of benefits, for the benefit of the Member's Spouse, in an amount no greater than the Splittable Contributions referred to in Rule 6.4(a).
- (d) **Trustee may create Spouse Member account.** If the Spouse who will be receiving a Splittable Contribution does not already have a Member account, the Member must apply for Membership, in accordance with Part 2 of these Rules. A Trustee cannot accept an application to split contributions in respect of a Member until the Trustee has accepted the Member's Spouse as a Member.
- (e) **Application for contributions split.** A Member may apply to the Trustee to split their Splittable Contributions, in a form approved by the Trustee, either:
- (i) after the end of a Year of Income in relation to Splittable Contributions made in the previous Year of Income; or
 - (ii) if the entire amount of a Member's Splittable Contributions for that year are to be rolled over, transferred or credited to the Member's Spouse, during the Year of Income in respect of which the Splittable Contributions are made,

and the application must sufficiently identify the amounts and types of contributions referred to in Rule 6.4(a) which are to be split.

- (f) **Invalid contribution split application.** An application from a Member to split their Splittable Contributions is invalid if:
- (i) in relation to the Year of Income to which the splitting application applies, the Member has already made an application which the Trustee is either still considering, or has already put into effect;
 - (ii) the amount of benefits to which the splitting application relates exceeds the maximum amount of Splittable Contributions, referred to in Rule 6.4(a); or
 - (iii) the benefits which would remain in the Member's account after the split would exceed the value of the Post-June 83 Component of the Member's account balance, as calculated at the time the split would be made.
- (g) **Trustee's discretion.** The decision to offer the option to split contributions and the decision to accept a particular application to split contributions under this Rule 6.4 is entirely at the discretion of the Trustee.
- (h) **This Rule does not affect Family Law Act splits.** For the avoidance of doubt, this Rule 6.4 does not apply to benefits which are split, pursuant to the operation of the Family Law Act.

7. EMPLOYERS' CONTRIBUTIONS TO THE FUND

7.1 Employers who may contribute

Subject to Rule 4.1, the Trustee may accept contributions from an Employer or past Employer whether or not the Employer has agreed in writing to the terms and conditions of these Rules.

7.2 SuperStream compliance

Where necessary, the Trustee will comply with the SuperStream standards set out in the Superannuation Data and Payments Standards Legislative 2012 Instruments and associated schedules, as modified or amended from time to time.

8. THE TRUSTEE

8.1 Appointment, resignation and removal

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The Members have the right to appoint one or more Trustees or Directors of a Corporate Trustee. The right to appoint a Trustee or Director of a Corporate Trustee may be exercised by:
- (i) a sole Member, where the Fund only has 1 Member; or
 - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and

the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.

- (c) **Consent to be in writing.** Any person appointed or to be appointed to be a Trustee or Director of a Corporate Trustee must consent in writing to the appointment and, upon acceptance, is deemed to accept and be bound by the terms, conditions, duties and obligations specified in these Rules.
- (d) **New Trustees or directors to sign declaration.** Where a person becomes a Trustee or a Director of a Corporate Trustee of the Fund after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand the obligations and responsibilities of a trustee of an SMSF. This declaration must be completed and signed within 21 days of their appointment and retained for not less than 10 years.
- (e) **How the Trustee may resign.** A Trustee may resign from the office of Trustee at any time, by giving notice in writing to the Members and to the legal personal representative of a Member who is deceased or under a Legal Disability.
- (f) **How the Trustee may be removed.** The Members have the right to remove a Trustee or a Director of a Corporate Trustee at any time. The right to remove a Trustee or Director of a Corporate Trustee, may be exercised by written notice given by:
- (i) a sole Member, where the Fund only has 1 Member; or
 - (ii) a resolution passed by a majority of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members, in all other cases, and

the legal personal representative of a Member who is deceased or under a Legal Disability will be treated as a Member and has the right of a Member for the purposes of this Rule.

- (g) **Removal of the Trustee in other circumstances.** A Trustee ceases to be a Trustee upon the happening of any of the following events:
- (i) the Trustee, being a natural person:
 - A. dies;
 - B. becomes incapable of dealing with his or her own affairs;
 - C. is convicted of an offence of dishonesty or otherwise becomes disqualified from office by operation of law;
 - D. commits an act of bankruptcy or threatens to call any meeting with a view to entering into a composition or agreement with creditors;
 - E. makes an assignment to or enters into a composition with his or her creditors, or seeks the protection of any statute for relief from creditors;
 - F. becomes a Disqualified Person.
 - (ii) the Trustee, being a corporation:

- A. has an application made, resolution passed or an order made for its liquidation or winding up;
 - B. is deemed to be insolvent, or any act or event constituting grounds for winding up by a court occurs;
 - C. is struck off, de-registered or otherwise ceases to exist or to have full capacity;
 - D. has a receiver or official manager appointed to the whole or any part of its undertaking;
 - E. becomes disqualified from office by operation of law; or
 - F. becomes a Disqualified Person.
- (h) **Member dies or becomes Legally Disabled.** If a Member dies or becomes Legally Disabled, the Member's legal personal representative may elect to become, and will, on that election being made, be appointed as:
- (i) a Trustee where the Trustee of the Fund is or are natural persons; or
 - (ii) a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, but subject to the constitution of the Corporate Trustee,
- and the Member's legal personal representative will be deemed to have been appointed during the period:
- (iii) in the case of the Member's death, beginning at the date of the Member's death and ending when death benefits first commence to be payable in respect of the Member or such other date as may be allowed by the Relevant Law; or
 - (iv) in the case of the Member's Legal Disability, beginning at the date when the Member's legal personal representative assumes control of the Member's affairs and ending either when that person ceases to act in the capacity of legal personal representative for the Member, or such other date as may be allowed by the Relevant Law.
- (i) **Trustee discharged.** When a Trustee has been removed or has resigned in accordance with these Rules:
- (i) that Trustee will be discharged from the trusts in these Rules to the extent allowed by law from the effective date of removal or resignation; but
 - (ii) without affecting any liability of the Trustee which has accrued, or may accrue, because of any thing done, or omitted to be done, by the Trustee prior to the effective date of removal or resignation; and
 - (iii) without affecting any obligation of the Fund or any liability of the Fund arising under any agreement or security to which the Fund is a party entered into prior to the removal or resignation of the Trustee,

even if there is only one Trustee remaining provided that the Fund remains an SMSF.

8.2 Trustee may be a Member

Where a proposed Trustee is a natural person, that person is not, by their status as a Member, excluded or otherwise restricted from being appointed as a Trustee and may vote as a Member in all circumstances in which Members are entitled to vote, including resolutions for the appointment or dismissal of that person as Trustee.

8.3 Covenants, powers, authorities and restrictions

- (a) **Trustee's covenants.** A person, by accepting the appointment to the office of Trustee or Director of a Corporate Trustee, covenants:
- (i) to act honestly in all matters concerning the Fund;
 - (ii) to exercise, in relation to all matters affecting the Fund, the same degree of diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
 - (iii) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Beneficiaries;
 - (iv) to keep the money and other assets of the Fund separate from any money and assets respectively that are held by the Trustee personally or in any other capacity;
 - (v) not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;

- (vi) to formulate and give effect to an investment strategy for the Fund;
 - (vii) if the Fund has any reserves, to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due; and
 - (viii) to allow any Beneficiary access to information or documents which are prescribed by a Relevant Law to be accessible by them.
- (b) **Trustee may authorise others to act.** A covenant in Rule 8.3(a) does not prevent the Trustee from engaging, or authorising persons to do, acts or things on behalf of the Trustee.
- (c) **Matters to be considered in formulating investment strategy.** In formulating and maintaining one or more investment strategies for the purposes of Rule 8.3(a), the Trustee must ensure that each strategy has regard to all the circumstances of the Fund or sub-plan (as the case may be), including but not limited to:
- (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to the Fund's or sub-plan's (as the case may be) objectives and expected cash flow requirements;
 - (ii) the composition of the investments as a whole, including the extent to which they are diverse or involve exposure of the Fund or sub-plan (as the case may be) to risks from inadequate diversification;
 - (iii) the liquidity of the investments, having regard to the Fund's or sub-plan's (as the case may be) expected cashflow requirements;
 - (iv) the ability of the Fund or sub-plan (as the case may be) to discharge its existing and prospective liabilities; and
 - (v) whether insurance on the life or disablement of one or more of the Members can or should be purchased,
- and the Trustee should review any investment strategies regularly to ensure that they remain current and in accordance with the Fund's present circumstances.
- (d) **Beneficiaries may direct Trustee.** An investment strategy made in accordance with Rule 8.3(a) may provide for a specified Beneficiary or class of Beneficiaries to give directions to the Trustee, where:
- (i) the directions relate to the strategy to be followed by the Trustee in relation to the investment of a particular asset or assets of the Fund; and
 - (ii) the directions are given in circumstances where:
 - A. the Trustee gives to the Beneficiary, or to each member of a class of Beneficiaries, a choice of two or more investment strategies from which the Beneficiary, or class of Beneficiaries, may choose a strategy or combination of strategies;
 - B. the Beneficiary, or each member of the class of Beneficiaries, is given the investment objectives of each of the strategies mentioned in A. and all information the Trustee reasonably believes a person would reasonably need for the purpose of understanding the effect of, and any risk involved in, each of those strategies;
 - C. the Beneficiary, or each member of the class of Beneficiaries, is fully informed of the range of directions that may be given and the circumstances in which they may be changed;
 - D. the Trustee clearly identifies, when the Beneficiary, or each member of the class of Beneficiaries, is given a choice of two or more investment strategies, the strategy the Trustee will adopt if no direction is given;
 - E. the direction from the Beneficiary, or each member of the class of Beneficiaries, to the Trustee is given after compliance with the above paragraphs and the direction specifies which of the strategies, or which combination of strategies referred to in A, is to be followed and any other matters applicable to the choice offered in accordance with the above paragraphs; and
 - F. it conforms with any other matters prescribed by the Regulations for the purposes of section 52B(4) of the Act.
- (e) **General powers of Trustee.** Subject to the Relevant Law, the Trustee has all the rights of a natural person to do any thing, or to engage in any transaction or dealing, on behalf of the Fund as it could do if it were the beneficial owner of the Fund and absolutely entitled to it.

- (f) **Specific powers of Trustee.** The following powers are specific examples of the Trustee's powers in Rule 8.3(e) and should not be interpreted as limiting those powers:
- (i) to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
 - (ii) to invest in or purchase any securities permitted by the Relevant Law;
 - (iii) to enter into any derivative contract or purchase, sell, deal or trade in any derivatives product. This right includes, without limitation, power for any purpose to enter into and perform or to deal with or in any:
 - A. options and futures contracts;
 - B. warrants or instalment warrants;
 - C. contracts for difference;
 - D. certificates of deposit;
 - E. default swap contracts; and/or
 - F. any other form of derivative contract,
 and otherwise to do and perform all things to operate, utilise or deal with the facilities of any stock or futures exchange either directly or through any broker or agent in any market in any part of the world.
 - (iv) to purchase, acquire, create, hold, rent, lease, license, sell or otherwise dispose of assets and investments in any property, rights or privileges, including derivatives assets and contracts, which the Trustee is authorised by law to acquire or dispose of, on terms and conditions as the Trustee decides.
 - (v) to grant any lease, sub-lease or other rights in relation to any property of the Fund for any term or terms and whether or not that term or terms exceeds 21 years or any other term allowable under the Relevant Law.
 - (vi) to carry on a business, to the extent that it is allowable under the Relevant Law, from time to time.
 - (vii) to appoint and/or remove or suspend, the Fund's Auditor, or any accountants, lawyers, Custodians, managers, secretaries, clerks, agents and other servants or consultants, and may appoint any of them permanently, temporarily or for special services and may determine the scope and extent of their powers and duties, on terms as to remuneration or salaries as the Trustee decides.
 - (viii) to appoint any person to be a Custodian for the purpose of holding or retaining the legal title of or to any asset, property, investment or other thing acquired or to be acquired by or for the benefit of the Fund.
 - (ix) to institute, conduct, defend, compound, compromise or abandon any legal or other proceedings by or against the Fund or its officers or otherwise, concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands made by or against the Fund.
 - (x) to make and give receipts, releases and other discharges for money payable to the Fund and for any claims and demands against the Fund and to pay expenses as it considers properly relate to the Fund, including any income tax liability which may attach to income of the Fund or contributions made to it.
 - (xi) to open accounts and to retain on current or deposit account at any bank or financial institution, any moneys as it considers proper and to make regulations for the operation of those accounts, including the signing and endorsement of cheques in connection with them.
 - (xii) to borrow moneys, incur liabilities, pledge or charge the assets of the Fund as security, but only to the extent allowed or allowable in accordance with the Act and Regulations. Any borrowing or raising may include (without limitation):
 - A. the drawing, endorsing, accepting, negotiation or other dealing in bills of exchange, promissory notes, cheques or other negotiable instruments;
 - B. any other form of borrowing or raising of money which is authorised by the Act.
 - (xiii) to purchase annuities, pensions and income streams, and to effect policies of insurance or assurance in relation to Members for the purpose of providing benefits under these Rules.
 - (xiv) to revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries.

- (xv) to determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
 - (xvi) to pay benefits and entitlements out of the Fund to persons entitled to them.
 - (xvii) to decide, as and when required, who are Dependants for the purposes of these Rules.
 - (xviii) to enter into any negotiations and contracts, to rescind and vary all contracts, to execute any deeds, and to do all or any things in the name of and on behalf of the Fund as it may consider expedient for or in relation to any of the matters referred to in these Rules or otherwise for the purposes of the Fund.
 - (xix) to enter into an agreement with a Member varying the benefits or entitlements, or the contributions otherwise payable in respect of that Member, in any manner which the Trustee decides, subject to the terms of these Rules and to the consent of affected Members.
 - (xx) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, with one or more individual trustees, with one or more Directors of a Corporate Trustee, or with a Corporate Trustee itself, notwithstanding that they have or may obtain an interest or benefit in their own or other capacities.
 - (xxi) to enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, in respect of another trust where one or more individual Trustees or the Corporate Trustee, is a trustee of that trust.
 - (xxii) generally, to exercise or concur in exercising all of the Trustee's powers and discretions contained in these Rules or otherwise conferred by law notwithstanding that any Trustee or any Director or shareholder of a Corporate Trustee or any person being a relative of a Trustee or of a Director or shareholder of a Corporate Trustee has, or may have, a direct or personal interest (whether as trustee of any other settlement or in his or her personal capacity or as a shareholder or Director or Member or as a relative of the Trustee or relative of a Director or shareholder of a Trustee or Member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.
- (g) **Trustee may delegate.** Regardless of any other provision of these Rules but subject to the Relevant Law, the Trustee may delegate, in writing, any of its powers or discretions to one or more other persons.
- (h) **Trustee's indemnity.** The persons listed in Rule 8.3(i) have a right of indemnity out of the assets of the Fund in respect of any expenses incurred or liabilities resulting from any activities carried out by those persons in the exercise or purported exercise of the powers, duties, responsibilities and discretions imposed or authorised by the trusts constituted by these Rules except where those expenses or liabilities arise from or as a result of:
- (i) a breach of trust by a person in Rule 8.3(i)(i) and/or (ii) if the person:
 - A. fails to act honestly in a matter concerning the Fund; or
 - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
 - (ii) an act or omission by a person in Rule 8.3(i)(iii) and/or (iv) if the person:
 - A. fails to act honestly in a matter concerning the Fund; or
 - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
 - (iii) a liability for a monetary penalty under a Civil Penalty Provision.
- (i) **Persons entitled to indemnity.** The following persons are entitled to claim the indemnity in Rule 8.3(h):
- (i) the Trustee;
 - (ii) the Directors and other officers of the Trustee, in the case of a Corporate Trustee;
 - (iii) any Custodian; and
 - (iv) any Investment Manager.
- (j) **Trustee not liable.** Without prejudice to the indemnity in Rule 8.3(h) those persons listed in Rule 8.3(i) will not be liable for any loss or damage arising from any:
- (i) act or omission in the exercise of any powers, duties, responsibilities or discretions;
 - (ii) contract entered into or document executed in relation to the Fund;

- (iii) error in judgment;
 - (iv) neglect, default, intent to defraud, wilful misconduct, defalcation, or act or omission of any manager, agent, professional adviser, banker, stockbroker, or other person engaged by the Trustee for the purposes of the Fund; or
 - (v) breach of duty or of trust, or any neglect or otherwise.
- (k) **Limited Recourse Borrowing Arrangements.** Subject to the investment strategy of the Fund, the Trustee has the power to borrow money under arrangements of the kind contemplated by Section 67A of the Act and to enter into any and all such arrangements for that purpose, including:
- (i) the granting of indemnities to lenders for the purpose of furthering these arrangements;
 - (ii) the granting of any security for the performance of any obligation or other dealing or engagement incurred or to be entered into by the Trustee or by any other person. The Trustee's power includes the power to grant any mortgage, charge or encumbrance over all or any part of any asset or property to be acquired in accordance with Section 67A of the Act;
 - (iii) despite the covenants in Rule 8.3(a), to give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any part of the Fund. Without limitation, the Trustee may empower its attorney to take any action and/or perform any act on behalf of the Trustee and to sign and execute any deed, agreement or document that the Trustee may lawfully do, including the exercise of any of the Trustee's rights or obligations and the execution of mortgage and security documents. The Trustee may in its discretion, grant powers of attorney or proxies to any third party including any mortgagee, lender or financier of the Fund.

8.4 In-house Assets and other restricted investments

- (a) **Restricted and prohibited investments.** The Trustee must not make any investments and, to the extent necessary, must divest the Fund of investments, to ensure that:
- (i) the acquisition of an asset would not cause the Market Value of In-house Assets of the Fund to exceed 5% of the Market Value of the total assets of the Fund;
 - (ii) the Market Value of In-house Assets of the Fund does not exceed, at the end of any Year of Income, 5% of the Market Value of the total assets of the Fund;
 - (iii) the Fund's assets do not include loans to a Member or to a Relative of a Member unless the Fund was established before 16 December 1985 and the Trustee had express power to lend money to Members and had lent money to Members before that date;
 - (iv) there is no intentional acquisition of assets by the Fund from a Related Party of the Fund, except where:
 - A. the asset is a listed security acquired at Market Value;
 - B. the Fund is a Self Managed Superannuation Fund and the asset acquired is Business Real Property of the Related Party acquired at Market Value;
 - C. the Trustee acquired the asset under a merger between Regulated Superannuation Funds;
 - D. the asset is a life insurance policy issued by a life insurance company (other than a policy acquired from a Member or from a Relative of a Member);
 - E. the asset is of a kind which the Regulator has determined may be acquired by the Fund; or
 - F. the asset is an In-house Asset of the Fund, acquired at Market Value, which would not result in the level of In-house Assets of the Fund exceeding the level permitted by Rule 8.4.
- (b) **Pre 23 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired, or a lease or Lease Arrangement was entered into, under a contract entered into prior to 23 December 1999, and that asset would otherwise be an In-house Asset of the Fund, but that asset was not an In-house Asset at the time it was acquired, the asset is not an In-house Asset of the Fund.
- (c) **Post 22 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired under a contract entered into after 22 December 1999, and that asset would otherwise be an In-house Asset of the Fund and:
- (i) where the asset was acquired after 22 December 1999, but before 1 July 2001, and the asset would not have been an In-house Asset of the Fund if acquired before 23 December 1999, that asset is not an In-house Asset of the Fund until 1 July 2001.

- (ii) where the asset was acquired after 22 December 1999, but before 1 July 2001, and was still owned by the Fund on 1 July 2001, or where the asset was acquired after 30 June 2001, the asset will not be an In-house Asset if:
 - A. the asset was acquired prior to 1 July 2009, and was acquired solely by way of reinvestment of dividends or trust distributions in an Entity, in respect of an investment in that Entity made by the Fund prior to 23 December 1999; or
 - B. the asset was acquired prior to 1 July 2009 and:
 - I the Fund has less than 5 Members;
 - II the asset is an investment in a company or unit trust in which the Fund held a pre-23 December 1999 investment;
 - III the company or unit trust had a Loan principal amount outstanding on 23 December 1999; and
 - IV the sum of the investments in the company or unit trust, acquired by the Fund after 23 December 1999, does not exceed the limits specified in section 71E of the Act.

8.5 Collectables

Regardless of any other provision in these Governing Rules, the Trustee must comply with the Act and Regulations regarding Collectables and must, unless otherwise permitted by the Act and/or the Regulations:

- (a) not enter and lease or lease arrangement with any related party of the Fund in respect of any Collectables;
- (b) store all Collectables of the Fund in accordance with the Act and Regulations;
- (c) document all decisions regarding the storage of Collectables in accordance with the Act and Regulations;
- (d) insure all Collectables in accordance with the Act and Regulations;
- (e) not permit any related party of the Fund to use any Collectible; and/or
- (f) not transfer any Collectible to any related party of the Fund other than in accordance with the Act and Regulations.

8.6 Rules apply to others

All of the rules and restrictions contained in these Rules which affect or apply to any act or thing done or not to be done by the Trustee, will apply to any act or thing done or not done on behalf of the Trustee by any person including, without limitation, any Director of a Corporate Trustee, Custodian or Investment Manager appointed by the Trustee.

9. ACCOUNTS, AUDIT, RECORDS AND RETURNS

9.1 Voluntary contributions

- (a) **Voluntary contribution reserve.** Subject to the Act and Regulations, the Trustee may establish and keep, in respect of the Fund or, where there are one or more sub-plans, in respect of each sub-plan, a voluntary contribution reserve, to which the Trustee may credit all contributions other than Mandated Employer Contributions.
- (b) **Allocations within 28 days.** Where, during a Year of Income, an amount has accumulated in the voluntary contribution reserve, the Trustee must:
 - (i) use the reserve for any purposes of the Fund as the Trustee decides; and
 - (ii) allocate all of the amounts in the reserve to one or more Members' Benefit Accounts, in the proportions determined by the Trustee within 28 days after the end of the month in which any such amounts are received, even if such allocation occurs after the Year of Income in which the contribution was made.
- (c) **Change in allocation.** If required by the Act and Regulations, or otherwise if the Trustee decides to do so, the Trustee may decide to allocate some or all contributions made by or on behalf of a Member directly to the Member's Benefit Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

9.2 Member Benefit Accounts

The Trustee must establish and keep, in respect of each Member, a Benefit Account or Accounts, to which must be added:

- (a) all contributions made by, for, or in relation to the Member which form part of a Member's Minimum Benefits;
- (b) all contributions allocated to the Member's Benefit Account from the voluntary contribution reserve;
- (c) all benefits or entitlements (including Superannuation Lump Sums) transferred into the Fund by, for, or in relation to the Member, in accordance with these Rules;
- (d) all investment earnings of the Fund or, where the Member is a member of a sub-plan, of that sub-plan, allocated to that Member's Benefit Account attributable to the amounts in (a) and (b);
- (e) the current surrender value of any policy of capital guaranteed life assurance taken out by the Trustee upon the life of that Member;
- (f) the proceeds, or part proceeds, of any policies of insurance which the Trustee decides to allocate, or is obliged to allocate in respect of that Member;
- (g) any amounts which the Trustee decides to pay in respect of the Member, pursuant to Section 295-485 of the Tax Act;
- (h) any reserves held by the Fund or, where the Member is a member of a sub-plan, by that sub-plan, which the Trustee has allocated to that Member's Benefit Account;
- (i) any refunds of taxes or surcharges and any interest applicable to such amounts, where the tax or surcharge was deducted directly from contributions made by or on behalf of that Member;
- (j) any increase in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (k) any other amount that the Trustee reasonably determines should be credited to the Member's Benefit Account,

and against which must be deducted:

- (l) all direct costs of establishing, operating and terminating the Fund and any administrative, insurance and taxation costs relating to the establishment, operation and termination of the Fund allocated to the Member's Benefit Account; and
- (m) any overpayments of Government Co-contribution which the Fund is required to repay;
- (n) any amounts required to be paid to the Commissioner of Taxation as a result of the Member's failure to quote his or her tax file number to the Fund within the prescribed time;
- (o) any other taxes or surcharges applicable to contributions made by or on behalf of a Member which are required to be withheld or deducted directly from such contributions;
- (p) any decrease in the value of any investment or other asset held by the Fund (whether actual or notional) which is reasonably attributable to the Member's Benefit Account;
- (q) any other amount that the Trustee reasonably determines should be debited to the Member's Benefit Account,

and the Trustee must allocate all amounts in a fair, reasonable and consistent manner, having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation of amounts to a Member's Benefit Account. Where the Trustee has made the allocations in accordance with these principles, its decision will be final.

9.3 Accounts for non-Member Spouses

- (a) **Compliance with Family Court Orders.** When any order is made under the Family Law Act in respect of a Member's Superannuation Interest, the Trustee may be required to:
 - (i) create and maintain a new Benefit Account for a Non-member Spouse;
 - (ii) split the amount standing to the credit of a Member's Benefit Account with the Non-member Spouse;
 - (iii) identify a component or percentage of a Member's Superannuation Interest which is to be paid to the Non-member Spouse;
 - (iv) transfer or roll over a Non-member Spouse's Superannuation Interest to another regulated superannuation fund, approved deposit fund, EPSSS or RSA; and/or
 - (v) notify the Non-member Spouse and the Member of orders requiring a Payment Split and other matters.

- (b) **Cost of complying.** If Rule 9.3(a) applies, the reasonable costs incurred in complying with any Family Court order, including the costs of the Trustee seeking professional advice, may be deducted from the Non-member Spouse's interest.
- (c) **Splitting Pensions.** Where, pursuant to the Family Law Act, an order is made which affects the Superannuation Interest of a Member in receipt of a Pension, the Trustee may deduct any reasonable costs incurred in complying with those orders from the capital sum supporting the Pension to be paid to the Non-member Spouse, or from the periodical payments of the Pension to be paid to the Non-member Spouse.

9.4 Investment reserve

Subject to the Act and Regulations, the Trustee may, in its discretion, credit any investment earnings of the Fund to an investment reserve, to be used for such purposes as the Trustee may decide, including in the satisfaction of any expenses of the Fund and for the purpose of smoothing investment earnings allocated to members' accounts. Part or all of the balance of the investment reserve may be allocated to one or more Member's Benefit Accounts or, where the reserve relates to a sub-plan, to the Benefit Accounts of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

9.5 Pension reserve

Subject to the Act and Regulations, where the Trustee is required to pay one or more Pensions to one or more Beneficiaries, the Trustee may, in its discretion, transfer an amount or amounts to one or more pension reserves, for the purpose of paying that Pension or Pensions. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. Where an amount is transferred to a pension reserve, the Trustee may reduce the Member's Benefit Account, to the extent of the amount transferred and may, upon receiving the advice of an Actuary or other properly qualified person, transfer amounts between the pension reserve and Member's Benefit Account or other reserves, in a fair, reasonable and consistent manner.

9.6 Other reserves

Subject to the Act and Regulations, the Trustee may, in its discretion, establish other reserves, including an anti-detriment reserve, in respect of amounts not presently allocated to Members' Benefit Accounts or to other reserves. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. The balance of the reserve may be allocated to the Benefit Accounts of one or more Members or, where the Fund is divided into sub-plans, of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

9.7 Allocations from reserves

Where, during a Year of Income, amounts appropriate to be allocated to Members' Benefit Accounts have arisen, the Trustee may make as many allocations of those amounts during the course of the Year of Income as the Trustee decides. Except for amounts allocated to a voluntary contribution reserve, the Trustee may decide when and how much of a reserve amount is to be distributed to Members' Benefit Accounts.

9.8 Trustee to keep records of types of benefits

In addition to maintaining details of the value of Benefit Accounts for each Member, the Trustee must keep records in a manner to enable the Trustee to determine the amounts of benefits and entitlements of individual Members which consist of:

- (a) Minimum Benefits;
- (b) Preserved Benefits;
- (c) Restricted Non-preserved Benefits; and
- (d) Unrestricted Non-preserved Benefits.

9.9 Trustee to keep accounting records

The Trustee must:

- (a) keep accounting records in writing which correctly record and explain the transactions and financial position of the Fund; and
- (b) keep its accounting records to enable the preparation of:
 - (i) the accounts and statements required under Rule 9.10 and/or Rule 9.11; and

- (ii) the returns of the Fund required under Rule 9.13; and
- (c) keep its accounting records to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Act; and
- (d) keep the accounting records of the Fund, or cause them to be kept, in Australia for at least 5 years after the end of the Year of Income to which they relate.

9.10 Preparation of accounts

Except where Rule 9.11 applies, the Trustee must, in respect of each Year of Income, prepare accounts and statements in respect of the Fund which consist of at least:

- (a) a statement of financial position of the Fund;
- (b) a statement of the Market Value of the assets of the Fund;
- (c) an operating statement of the Fund; and
- (d) other accounts and statements as the Act and Regulations specify,

and, where practicable, the Trustee will value Fund asset at their net Market Values, and prepare those accounts and statements to ensure that the Auditor does not qualify the accounts of the Fund for lack of detail or non-compliance with relevant Australian Accounting Standards.

9.11 Accounts required where benefits solely life assurance

Where the Fund is, at the end of any Year of Income, a Fund from which the benefits and entitlements paid to each Member are wholly determined by reference to policies of life assurance, the Trustee must prepare:

- (a) a statement that policies of life assurance are in place at the end of the Year of Income;
- (b) a statement as to whether those policies have been fully maintained as required by the relevant insurers;
- (c) a statement of the identities of those insurers;
- (d) a statement of the amounts contributed by Employers and Members in the Year of Income;
- (e) a statement of the amount of premiums paid on those policies; and
- (f) a statement of the expenses incurred by the Fund in respect of the Year of Income, other than amounts covered by premiums.

9.12 Audit of the accounts

The Trustee must appoint, and has the power to dismiss, an Approved Auditor. The Trustee must ensure that each set of accounts and statements prepared in respect of a Year of Income is audited by the Auditor.

9.13 Preparation and lodgement of returns

The Trustee must, in respect of each Year of Income, prepare and lodge:

- (a) with the Regulator:
 - (i) an annual return, in the approved form, containing information which is required in relation to the Fund;
 - (ii) a certificate, in the approved form, in respect of that Year of Income; and
 - (iii) the report given to the Trustee by the Auditor under Part 13 of the Act in respect of that Year of Income; and
- (b) with the Taxation Commissioner, an income tax return, in the approved form, containing information which is required in respect of that Year of Income.

10. MEETINGS OF TRUSTEES AND MEMBERS

10.1 Trustees or Directors meetings

- (a) **How to call a meeting.** The Trustees, or the Directors of a Corporate Trustee, may convene a meeting of the Trustees, or of the Directors, as the case may be, by 1 of their number giving not less than 7 days notice in writing to each of the others, of the time, place and business to be conducted at the meeting. The notice period in this Rule may be waived by unanimous agreement of all Trustees and/or all Directors. No notice and no meeting is required in the case of a sole Trustee or a sole Director of a Corporate Trustee.
- (b) **Appointing a chair.** Before any business is discussed at a meeting of Trustees or Directors, they must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.

- (c) **Meetings at least annually.** Meetings of Trustees or Directors may be convened at any time, but must be convened at least once in every calendar year, to consider:
- (i) the accounts of the Fund and the Approved Auditor's report relating to those accounts;
 - (ii) the returns and other documents specified in Rule 9.13;
 - (iii) any matters raised by the accounts and statements which require action or attention; and
 - (iv) any other matters which the Trustees or the Directors, consider appropriate.
- (d) **Quorum.** The quorum for meetings of Trustees or Directors is two or half of the total number of Trustees or Directors, whichever is greater.
- (e) **Voting by proxy.** A Trustee and/or a Director who is unable to be present at a meeting of the Trustees or the Directors, as the case may be, may nominate another person to attend the meeting as their proxy, subject to the following requirements:
- (i) the person nominated as proxy must carry into and put before the meeting an authority, signed by the person in whose place the proxy is attending, in a form approved by the Trustee.
 - (ii) a person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
 - (iii) a person nominated as proxy, who is not otherwise a Trustee or a Director of the Trustee, must be asked to leave the meeting if the chairperson considers that a subject to be discussed is of a sensitive or confidential nature.
 - (iv) a person nominated as proxy must be given an opportunity to read and to table any written statement from their appointor, and must vote strictly in accordance with the directions of that person, but a proxy, who is not otherwise a Trustee or a Director of the Trustee, is not further entitled to participate in the discussions and conduct of the meeting.

10.2 Resolving disputes between trustees

- (a) **Usual decision-making to be unanimous.** In any proceedings of individual Trustees, or Directors of a Corporate Trustee, decisions shall be made on a unanimous basis.
- (b) **Changes to usual decision-making arrangements.** The individual Trustees, or Directors of a Corporate Trustee, may unanimously decide that another basis for decision making be adopted:
- (i) in respect of a particular decision; or
 - (ii) for a period of time; or
 - (iii) from that point onwards, until any one or more of them gives notice in writing to the other Trustees or Directors that they no longer wish the alternative arrangements to apply.
- (c) **Where unanimous agreement cannot be reached.** Except in the circumstances outlined in paragraph (b) above, should the individual Trustees, or Directors of a Corporate Trustee, not be able to agree upon a unanimous decision or course of action at any point in time (the "**Disputed Actions**"), and if a Trustee or Director who is out voted does not accept that decision (a "**Dissenter**"), then the following provisions, in the following order shall apply:
- (i) **Notice to be given.** A Dissenter shall within 1 week of the Disputed Actions give their fellow Trustees or Directors notice in writing that they do not accept that decision (a "**Disputed Actions Notice**").
 - (ii) **Single member funds or funds with nil balance members.** If there are no Members who are recently deceased and in respect of whom a benefit payment decision has yet to be made, then the position of the Trustees or Directors of a Corporate Trustee will be recalculated on the basis that:
 - A. in the event that there is a single Member, the Trustee or Director who is or represents the Member shall have the casting vote; and
 - B. in the event that a Trustee or Director also is or represents a Member of the Fund with a nil balance, that person's corresponding vote as Trustee or Director will not be counted, however the Trustees or Directors who are also Members, and who do not have a nil balance, must agree in writing to personally indemnify the other Trustees or Directors against any legal or financial consequences of the Disputed Actions, unless the indemnified Trustees or Directors initiate the legal action, or cause the financial consequences.
 - (iii) **Willing Members prepared to voluntarily roll out.** If a Disputed Actions Notice has been given, and any Member is prepared to voluntarily roll the balance of their Member's Benefit Account out

of the Fund (the "**Willing Members**"), then they will be permitted to do so, as long as they provide details of an alternative regulated superannuation fund to which their benefits may be transferred within 14 days of the notification of their decision to roll out, and subject to paragraph (g) of this Rule. Until the Willing Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.

- (iv) **Funds where Members have small balances to be compulsorily rolled out.** If a Disputed Actions Notice has been given, and all of the Dissenters did not roll out as Members pursuant to paragraph (iii) above, then the Trustees or Directors who represent corresponding Members balances making up at least 80% of the market value of the Fund's assets (the "**Majority Members**") may commence to compulsorily rollover any Member who is also a Dissenter and whose balance is 20% or less of the market value of the Fund's assets ("**Minority Members**"), subject to paragraph (f) of this Rule, as follows:

- A. if a Minority Member nominates an alternative regulated superannuation fund to accept the rollover – that fund; or
 B. if a Minority Member does not so nominate - an eligible rollover fund selected by the Trustees or Directors who are Majority Members.

Until the Minority Members have been rolled out of the Fund, the Disputed Actions will not be undertaken.

- (v) **Mediation or court action as a remedy in other cases.** In the event that the Disputed Actions have not been resolved pursuant to the preceding paragraphs, any one of the Trustees or Directors may request the Australian Mediation Association to select a mediator to resolve the matter and:

- A. all Trustees and Directors shall attend any mediation hearings scheduled.
 B. any Trustee or Director who has been notified of, but does not attend a scheduled mediation:
 I shall be entitled to one alternative mediation date; and
 II should they fail to attend that alternative mediation date, shall be deemed to accept its outcome.
 C. in the event that the Trustees or Directors are not able to resolve the matters which are the subject of the mediation, one or more of the parties may apply to the relevant court in the State or Territory in which the Fund is based, for a determination of the matter.

- (d) **Stay of decision while Minority Member rolled out.** For the avoidance of doubt, if a Minority Member is being compulsorily rolled out of the Fund, then the Majority Members may not cause the Fund to engage in the Disputed Actions until such time as all Minority Members have been rolled out of the Fund.
- (e) **Requirement to prepare accounts prior to rollover.** Prior to any rollover, the Fund's administrators will prepare management accounts showing the best estimate of the Members' present account balances, less a provision for accrued income and capital gains taxes, and any other reasonable provisions relating to the income and expenses of the Fund, accrued and incurred up to the date of those accounts.
- (f) **Stay of compulsory rollover during significant market declines.** If the All Ordinaries Index has declined by more than 20% during the 12 months preceding the Disputed Actions Notice being given, then the Minority Members are entitled to a deferral of 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the Disputed Actions Notice being given, whichever is the earlier, before any compulsory rollover is initiated.
- (g) **Stay of voluntary rollover during certain periods.** If a Member has requested a voluntary rollover of their benefits from the Fund in accordance with this Rule 10.2, then any other individual Trustee, or any other Director of a Corporate Trustee, may elect to defer the roll out:
- (i) if the All Ordinaries Index has declined by more than 20% during the 12 months prior to the rollover request – for 12 months, or the period taken for the All Ordinaries Index to regain its level from 12 months prior to the rollover request, whichever is the earlier; or
- (ii) if, in order to pay out the Member, one or more illiquid, non-listed assets representing more than 20% of the Fund's total assets would need to be sold – 12 months from the date the rollover request is made, or a sufficient number of illiquid, non-listed assets are sold and the proceeds received, whichever is earlier; or

(iii) if, in order to pay out the Member, one or more of the Fund's assets which is leased to a business owned or operated by a Fund Member, or a Related Party of a Member, would need to be sold – the time taken to sell and receive the proceeds from the sale of that or those assets,

however, during this time any of the individual Trustees, or any Director of a Corporate Trustee, may initiate the mediation provisions in paragraph (c)(v) of this Rule.

- (h) **Limit on this Rule for Legal Disability or Family Law Act proceedings.** The provisions of this Rule, other than those which require mediation or recourse to a court of law, shall not apply where:
- (i) the Disputed Actions concern the payment of benefits of a Member who is under a Legal Disability; or
 - (ii) where one or more of the Members is party to proceedings under the Family Law Act.
- (i) **When this Rule does not apply.** The preceding provisions of this Rule shall not apply if the Disputed Actions would be:
- (i) illegal; or
 - (ii) reasonably likely, in the opinion of the Fund's auditor, to cause:
 - A. a breach of the Act and Regulations; or
 - B. part or all of the Fund's income to be non-arm's length income.
- (j) **Continuation of good governance.** During any period where this Rule applies, the individual Trustees, or Directors of a Corporate Trustee shall continue to deal with each other in good faith and undertake all elements of their duties in a timely fashion.
- (k) **Preservation of Rights.** Apart from as otherwise specifically provided, nothing in this Rule shall prevent one or more parties from pursuing their usual legal and equitable rights and entitlements.
- (l) **Parties may voluntarily withdraw.** All of parties who served Disputed Actions Notices may jointly, by further notice in writing to all of the other individual Trustees or Directors of a Corporate Trustee, withdraw their Disputed Actions Notice, however the withdrawing parties must agree to:
- (i) their Member Benefit Accounts being debited with all of the Fund's expenses in relation to the Disputed Actions accrued after the Disputed Actions Notice was given; or
 - (ii) a portion of the Fund's expenses in relation to the Disputed Actions, which is agreed between all Trustees or all Directors, being debited to their Member Benefit Accounts; or
 - (iii) a mediation in accordance with this Rule being held, which is restricted to a decision on the allocation of such expenses.

10.3 Members' meetings

- (a) **When to hold meetings.** Subject to Rule 11, a Members' meeting must be convened by the Trustee, when:
- (i) the Trustee considers it necessary; or
 - (ii) the Trustee or a Director, receives a meeting request, signed by not less than 25% of the current Members.
- (b) **How to call a meeting.** In order to convene a Members' meeting, the Trustees must give to each Member not less than 7 days notice in writing that a Members' meeting is to be held, specifying the time and place and a general description of the business to be conducted at the meeting. The notice period in this Rule may be waived by the agreement of all Members. No notice and no meeting is required in the case of a sole Member.
- (c) **Appointing a chair.** Before any business is conducted at a Members' meetings, the Trustees or the Directors must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.
- (d) **Capacity of meetings.** Subject to the requirements of these Rules and to the Act and Regulations, the Trustees or the Directors of the Trustee, must use their best endeavours to comply with a resolution passed by a majority of the Members then present in person or by proxy at a Members' meeting.
- (e) **Quorum.** The quorum for Members' meetings is half of the total number of Members present in person or by proxy rounded up to the nearest whole number.
- (f) **Voting by proxy.** A Member who is unable to be present at a meeting of Members may nominate a person to attend the meeting as the Member's proxy, subject to the following requirements:
- (i) The person nominated as proxy must carry into and put before the meeting an authority, signed by the Member in whose place the proxy is attending, in a form approved by the Trustee.

- (ii) A person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
- (iii) A person nominated as proxy must vote strictly in accordance with the directions of the appointing Member. A proxy, who is not otherwise a Member, is not further entitled to participate in the discussions and conduct of the meeting.

10.4 Member dies or becomes Legally Disabled

If a Member dies or becomes Legally Disabled, the Member's legal personal representative has a right to attend meetings of Members and to vote as a Member at any meeting of Members and:

- (a) upon the Member's legal personal representative becoming a Trustee where the Trustee of the Fund is or are natural persons, has a right to vote as a Trustee; and
- (b) upon the Member's legal personal representative becoming a Director of the Corporate Trustee where the Trustee is a Constitutional Corporation, has a right to vote as a Director of the Corporate Trustee.

11. INQUIRIES AND COMPLAINTS

- (a) **Dealing with complaints.** The Trustee must, within 90 days, consider any inquiry or complaint by one or more Members which has been raised either in a Members' meeting or in writing. Where an inquiry or complaint is not dealt with to the satisfaction of the Member or Members within that time, the parties must arrange for a convenient time and place to meet with each other, for the purpose of resolving the matter.
- (b) **Conduct of meetings.** The parties present at a meeting under Rule 11(a):
 - (i) may, by agreement, appoint a person to chair the meeting, but it is not necessary to do so;
 - (ii) must appoint a person to take and distribute, to all parties in attendance, written minutes of the proceedings; and
 - (iii) may agree to convene one or more further meetings to address the issues in dispute.

12. ADMINISTRATIVE MATTERS

12.1 Interpretation of these Rules

Except as otherwise expressly provided, the interpretation and application of these Rules will be determined by the Trustee and that determination will be binding and final.

12.2 How to designate a Beneficiary

In circumstances other than the giving of a Binding Death Nomination or a Non-lapsing Binding Nomination, a Member wishing to designate a Dependant or other person as a Beneficiary must do so in writing to the Trustee in a form approved by the Trustee.

12.3 Limits on rights of Members

No person, whether as a Member or otherwise, will have any claim, right or interest to, in respect of, or against the Trustee, the Fund, or any contributions made to the Fund, except under and in accordance with these Rules.

12.4 Right to inspect

Every Member has the right to inspect a copy of these Rules, at a time and a place which is convenient to the Trustee.

12.5 Secrecy

- (a) **Confidential Information.** No Member has any right to enquire, or to be given any information concerning the interest of another Member.
- (b) **Other confidential information.** The Trustee must observe strict secrecy with regard to the affairs, accounts and transactions of the Fund, but this does not prevent the publication of financial, statistical or other information to all Members, generally, whenever the Trustee decides.

12.6 Receipts and payments with assets

Subject to Rule 5.9 and to the Act and Regulations, where:

- (a) any contribution, benefit or entitlement of a Member or Members is or are payable, transferable or receivable by or to the Fund; or
- (b) any liabilities incurred by or on behalf of the Fund are to be satisfied; or

- (c) any property is due to or is to be acquired by the Fund,
the Trustee may, with the agreement of the person to or from whom a payment is required to be made, in lieu of money, and at its discretion, make or receive settlement of the relevant amount by:
- (d) transferring, in specie, property of the Fund to; or
- (e) receiving a transfer of property from,
that person, at the property's Market Value.

12.7 Members to provide information

Every Member and every person claiming a benefit or entitlement, or in receipt of a Pension, or other benefit or entitlement, must give the Trustee any information or authorisation and produce any documents which the Trustee considers necessary for the purposes of giving effect to these Rules.

12.8 Variation provision

The Trustee may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by deed or other written instrument, or by resolution in writing. Any amendment, revocation, replacement or modification must not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
- (c) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
- (d) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
- (e) be contrary to or inconsistent with the Act and Regulations.

12.9 Additional variation provision

- (a) Provided the Fund is subscribed to and recorded as Active on superdepot.net.au (the "Site"), SuperDepot Pty Ltd ACN 122 036 248 may at any time amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules, by uploading new Governing Rules to the records of the Fund on the Site. Any amendment, revocation, replacement or modification must not:
- (i) alter the objects of the Fund;
- (ii) reduce the benefits and entitlements payable to Members without the prior written approval of the Members unless the amendments are required to comply with the Relevant Law;
- (iii) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained in accordance with their Member Benefit Account balances;
- (iv) where the Fund holds Member-contributed WA Property and/or Member-contributed NSW Property, alter the undertakings contained in Rule 2.7 or 2.8; or
- (v) be contrary to or inconsistent with the Act and Regulations.
- (b) Where the Fund is subscribed to and recorded as Active on the Site, any new Governing Rules uploaded by SuperDepot Pty Ltd ACN 122 036 248 to the records of the Fund on the Site will be taken to be the Governing Rules of the Fund as from the date of upload and the then existing Governing Rules will be replaced by the new Governing Rules.
- (c) The Trustee may exercise the power in Rule 12.8 to revoke all or any of the new Governing Rules at any time.
- (d) The Trustee delegates the power to amend, revoke, replace or modify all or any of the Governing Rules and/or the provisions of these Rules to SuperDepot Pty Ltd ACN 122 036 248, but only whilst the Fund is subscribed to and recorded as Active on the Site.

12.10 Effect of changes in Relevant Law

The Trustee is authorised and empowered to act in accordance with the Relevant Law (including the requirements for the Fund to be a complying superannuation fund and a Regulated Superannuation Fund) and, to the extent that there is any inconsistency between these Rules and the Relevant Law, the Relevant Law will prevail. For the avoidance of doubt and regardless of the terms of these Rules:

- (a) the Trustee may act in accordance with the Relevant Law regardless of the terms of these Rules;
- (b) the Trustee must act in accordance with the Relevant Law where the provisions of the Relevant Law are mandatory;

- (c) the Trustee is authorised to do any act or thing which is permitted by the Relevant Law regardless of the terms of these Rules;
- (d) the Trustee is authorised to refrain from doing any act or thing which is restricted or prohibited by the Relevant Law regardless of the terms of these Rules.

12.11 Saving provision

The exercise of the power in Rule 12.8 or Rule 12.9 will not invalidate or alter the terms of any:

- (a) Binding Death Nomination given by a Member;
- (b) Non-lapsing Binding Nomination given by a Member;
- (c) Pension rules in respect of Pensions commenced to be paid prior to the exercise of that power;
- (d) Superannuation will or other testamentary instrument executed by a Member prior to the exercise of that power,

and whether or not the terms of, or provisions applicable to, any of them does not comply with the operative Governing Rules of the Fund applying after the exercise of that power.

13. WINDING UP THE FUND

13.1 Conditions for termination

The trusts created by these Rules will terminate:

- (a) where the Members, by unanimous resolution vote to wind up the Fund in a special meeting convened for that purpose, on the first day on which the membership of all Members has been terminated and all benefits and entitlements paid or transferred out of the Fund, so that all of the assets of the Fund are expended or distributed;
- (b) where the Trustee becomes aware that the Fund is insolvent, on the day on which the Regulator's permission to wind-up is obtained; or
- (c) in any other circumstances when there are no Members or Beneficiaries and the Trustee considers it to be unlikely that there will be any new Members, on the day determined by the Trustee.

13.2 Steps to take on winding-up

When it becomes clear to the Trustee that Rule 13.1 will apply, the Trustee will take all necessary steps to distribute any remaining assets of the Fund and to satisfy any outstanding liabilities, and will then:

- (a) notify any remaining interested parties of its intention to wind-up the Fund;
- (b) notify the Regulator and the Taxation Commissioner of its intention to wind-up the Fund;
- (c) comply with any other requirements of the Act and the Regulations concerning the winding-up of Funds; and
- (d) take any further steps which, in the Trustee's opinion, are required to wind-up the Fund.

14. UK PENSION PROVISIONS - QROPS

Regardless of anything to the contrary expressed or implied in these Rules, the Rules in this Rule 14 of these Rules, called the "UK Pension Division Provisions", will apply to the Members UK Accumulated Credit (if any) in the Fund.

14.1 Application for QROPS status

With the agreement of the Trustee and at the request of a Member who is entitled to receive a transfer of a UK Accumulated Credit, the Trustee may apply to Her Majesty's Customs & Revenue (or such other body as is appropriate) for recognition of the Fund as a Qualified Recognized Overseas Pension Scheme ("QROPS") pursuant to the United Kingdom's Finance Act 2004 and any regulations made under it.

14.2 Transfers from UK pension schemes

The Trustee will not request a transfer from a UK pension scheme under this Rule until its QROPS status has been confirmed and all other regulatory and administrative guidelines have been complied with.

14.3 Restrictions on benefits payable

The Trustee must in all respects comply with the requirements, from time to time, applicable to the Member's UK Accumulated Credit, including but not limited to:

- (a) requirements to report to Her Majesty's Customs & Revenue all payments or transfers affecting the Member's UK Accumulated Credit; and

- (b) restrictions on the age at which, and circumstances under which, benefits arising from the Member's UK Accumulated Credit may be paid; and
- (c) restrictions on the form in which any such benefits may be paid and on the amount of any lump sums.

14.4 Transfers to other Regulated Superannuation Fund

To the extent that the requirements of the United Kingdom's Finance Act 2004 and any regulations made under it restrict or impose conditions upon the transfer of a Member's UK Accumulated Credit to another Regulated Superannuation Fund, the Trustee must comply with those requirements in respect of any rollovers or transfers of the UK Accumulated Credit, unless such requirements would result in the Trustee breaching the provisions of the Relevant Law.

14.5 Limitation on amendments to this Rule

No amendments can be made to the UK Pension Division Provisions if such amendments would mean the rules applying to the Member's UK Accumulated Credit would not comply with the requirements of the United Kingdom Inland Revenue for the transfer of pension entitlements from the United Kingdom to Australia.

14.6 Supplementary definition for this Rule

The expression "UK Accumulated Credit" means the amount transferred in respect of the Member to this Fund or a previous superannuation arrangement from a UK pension arrangement.

SCHEDULE 1
Description of Pensions
Rule 5.9

PART 1**MINIMUM ONLY PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amounts:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

Account Balance means:

- (i) the value of the annuity or pension:
- A. on 1 July in the financial year in which the payment is made; or
- B. if that year is the year in which the annuity or pension payments commence - on the commencement day,
- being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

Percentage Factor means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

Table 1

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (f) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (g) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
 - (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (i) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

PART 2

TRANSITION TO RETIREMENT PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amount:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

Account Balance means:

- (i) the value of the annuity or pension:
 - A. on 1 July in the financial year in which the payment is made; or
 - B. if that year is the year in which the annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph A. is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

Percentage Factor means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

Table 1

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9

Item	Age of Beneficiary	Percentage Factor
6	90 – 94	11
7	95 or more	14

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:

$$\text{minimum payment} \quad \times \quad \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (e) until the primary beneficiary Retires or reaches 65 years of age (whichever comes first), the payments in a year (including payments made under a Splitting Order) are not larger in total than the following amount:

$$\text{Account Balance} \times 10\%$$

- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
- (i) is less than 18 years of age; or
 - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*, and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;
- (i) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (j) if the pension is commuted, any resulting Superannuation Lump Sum cannot be cashed unless:
- (i) the purpose of the commutation is:
 - A. to cash an unrestricted non-preserved benefit;
 - B. to pay a superannuation contributions surcharge; or
 - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
 - (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil';
- (k) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

PART 3

ALLOCATED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(4), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made

under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations; and

- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
 - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
 - A. Schedule 1A;
 - B. Schedule 1AAB;
 - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year; and
- (g) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07A, has been paid in the year of commutation.

PART 4

PRE-20 SEPTEMBER 2007 MARKET LINKED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) the Pension must not commence before 20 September 2004;
- (b) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (f) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (h) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (i) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (j) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

PART 5

LIFETIME PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(2), which included the following requirements at the date of these Rules:

- (a) the Pension is paid at least annually throughout the primary beneficiary's life and, if there is a reversionary beneficiary:
 - (i) throughout the reversionary beneficiary's life;
 - (ii) if he or she is a Child of the primary beneficiary or of a former reversionary beneficiary, at least until his or her 16th birthday; or
 - (iii) if the person referred to in paragraph (ii) is a full-time student at age 16, at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs first);
- (b) the size of payments of benefit in a year is fixed, allowing for variation only:
 - (i) as specified in the Governing Rules;
 - (ii) to allow commutation to pay a superannuation contributions surcharge; or

- (iii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (c) unless the Regulator otherwise approves, the sum payable as a benefit in each year to the primary beneficiary or to the reversionary beneficiary, is determined in accordance with the formula contained in Regulation 1.06(2)(c);
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted except as authorised by Regulation 1.06(2);
- (f) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (g) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing; and
- (i) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii), a surviving reversionary beneficiary may obtain a payment equal to the total payments that the primary beneficiary would have received, if the primary beneficiary had not died, from the day of the death until the end of the period; and
- (j) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is no surviving reversionary beneficiary, an amount, not exceeding the difference between the sum of the amounts paid to the primary beneficiary and the sum of the amounts that would have been payable in the period, is payable to the primary beneficiary's estate; and
- (k) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is a surviving reversionary beneficiary who also dies within that period, an amount is payable to the reversionary beneficiary's estate determined as described in Rule 5.7(b) as if that Rule applied to the reversionary beneficiary.

PART 6

LIFE EXPECTANCY PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(7), which included the following requirements at the date of these Rules:

- (a) if a Pension has a Pension Date before 20 September 2004 and:
 - (i) if the life expectancy of the primary beneficiary on the Pension Date day is less than 15 years, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed 15 years; or
 - (ii) if the life expectancy of the primary beneficiary on the Pension Date day is 15 years or more, the Pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout the Pension Period provided that the Pension Period must not exceed the primary beneficiary's life expectancy on the Pension Date;
- (b) if a Pension has a Pension Date on or after 20 September 2004 payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payment, or payments, to be made in the first year after the Pension Date (not taking commuted amounts into account) is fixed and that payment, or the first of those payments, relates to the period commencing on the day the primary beneficiary became entitled to the Pension;
- (d) the total amount of the payments to be made in a year other than the first year after the Pension Date (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (the "previous total"), and does not exceed the previous total by more than the amounts allowable under Regulation 1.06(7)(d)(i) or (ii);
- (e) the total amount of the payments to be made in a year in accordance with (c) or (d) may be varied only:
 - (i) to allow commutation to pay a superannuation contributions surcharge; or
 - (ii) to allow an amount to be paid under a Payment Split and reasonable fees in respect of a Splitting Order;
- (f) the Pension does not have a residual capital value;
- (g) the Pension cannot be commuted except as authorised by Regulation 1.06(7);

- (h) if the Pension reverts, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion; and
- (i) if the Pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
- (j) the Pension can be transferred only as authorised by Regulation 1.06(7);
- (k) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing.

PART 7

LIFETIME COMMUTABLE PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(6), which included the following requirements at the date of these Rules:

- (a) if the Pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation;
- (b) the Pension is not able to be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) the size of the payments of benefit in a year is fixed, allowing for variation only as specified in these Rules or as advised by or to allow payments to be made under a Splitting Order;
- (e) except in relation to payments, by way of commutation for superannuation contributions surcharge, variation in payments from year to year does not exceed, in any year, the average rate of increase of the consumer price index published by the Australian Bureau of Statistics in the preceding 3 years;
- (f) payments in accordance with the contracted size are made at least annually; and
- (g) where the Pension is commuted, except if conversion is in relation to a commutation to pay a superannuation contributions surcharge, the conversion to a lump sum is limited to a sum that is not greater than the sum determined by applying the appropriate pension valuation factor under Schedule 1B of the Regulations to the Pension as if the Pension Date was the day on which the commutation occurs.

PART 8

NON-COMMUTABLE ALLOCATED PENSIONS

A Pension which meets the minimum terms and conditions contained in Regulations 1.06(4) and 6.01(2), which included the following requirements at the date of these Rules:

- (a) payments are made at least annually;
- (b) the Pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary;
- (c) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 - the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations;
- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not larger or smaller in total than the following:
 - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 - the respective maximum and minimum limits for the year calculated in accordance with one of the following Schedules to the Regulations:
 - A. Schedule 1A;
 - B. Schedule 1AAB;
 - (ii) for payments made on or after 1 July 2006 - the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB;
- (f) if the pension is commuted, the resulting Superannuation Lump Sum cannot be cashed unless:
 - (i) the purpose of the commutation is:

- A. to cash an unrestricted non-preserved benefit;
 - B. to pay a superannuation contributions surcharge; or
 - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
- (ii) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil'; and
- (g) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

PART 9

POST-19 SEPTEMBER 2007 MARKET LINKED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of these Rules:

- (a) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (b) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (c) the Pension does not have a residual capital value;
- (d) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (e) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Benefit Account immediately before the reversion;
- (f) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Benefit Account immediately before the commutation;
- (g) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (h) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (i) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

SCHEDULE 2

Dictionary

Many of the terms you will encounter in these Rules are specifically defined in the Superannuation Industry (Supervision) Act 1993 (Cth) or any one of a number of other pieces of Commonwealth legislation. Due to the complex nature of superannuation, the definitions used by the legislation and by the documents establishing your Fund can be difficult to read and / or understand.

Please seek professional advice if you are unsure about any matter concerning your Superannuation Fund.

The Dictionary uses plain English versions of some definitions. These must be used as a guide to interpreting these Rules. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to these Rules regardless of the terms provided in the Dictionary.

Not all of the definitions in the legislation are included in this Dictionary. If you require clarification of any defined term or have any questions about these Rules or about anything you do not understand you should immediately contact your accountant or legal advisor.

PART 1

REFERENCES TO THE ACT

- (a) Unless otherwise stated, references to sections or regulations appearing after defined terms refer to sections of the Act or regulations made under the Act.
- (b) Any terms or expressions used in these Rules which are not defined in these Rules have the meanings given to them by the Act or the Regulations as the case requires.

PART 2

DEFINITIONS

In these Rules, unless the context or subject matter requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Actuary means a person who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia; **section 10**

Additional Insurance means insurance effected by the Trustee to provide benefits in addition to the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(ii);

Adopted Child means a person adopted by another person under any law of (or recognised in) any state or territory of Australia relating to the adoption of children; **section 10**

Allocated Pension means a Pension which meets the standards of Regulation 1.06(4); **Reg 1.03 and 1.06**

Annuity means a benefit which meets the standards of Regulation 1.05; **Reg 1.05**

Anti-detriment Payment, means a payment made pursuant to Section 295-485 of the Tax Act;

Approved Auditor means a person included in a class of persons specified in the Regulations, but excludes a person disqualified under the Act; **section 10**

Approved Deposit Fund means an indefinitely continuing fund that is maintained by an Approved Trustee solely for Approved Purposes and has approved rules; **section 10**

Approved Purposes means the purposes of:

- (a) receiving on deposit:
 - (i) Eligible Termination Payments under section 27D of the Tax Act as in force before 1 July 2007; and
 - (ii) amounts paid under Part 24 of the Act; and
 - (iii) amounts paid under section 65 of the Superannuation Guarantee (Administration) Act 1992; and
- (b) dealing with those amounts, in accordance with the Rules and in any way calculated directly or indirectly to enhance the value of, or render profitable, property of the Fund; and
- (c) paying to Beneficiaries (subject to any standards under section 32 of the Act) in accordance with the covenant referred to in section 53 of the Act, or to the legal personal representatives of Beneficiaries, amounts deposited with the Fund together with accumulated earnings on those amounts;
- (d) any other purposes approved by APRA; **section 10**

- Approved Trustee** means a Constitutional Corporation in relation to which an approval under section 26 of the Act is in force; **section 10 section 26**
- APRA** means the Australian Prudential Regulation Authority;
- ASIC** means the Australian Securities and Investments Commission;
- Associate** has the meaning given by section 12 of the Act; **section 10**
- Beneficiary** means a person who has a beneficial interest in the Fund and includes, in all cases, the legal personal representative of such a person; **section 10**
- Benefit Account** means an account established and maintained under Rule 9.2;
- Benefit Payment Insurance** means insurance effected by the Trustee to discharge the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.7(b)(i);
- Binding Death Nomination** means a nomination which complies with Rule 5.4(a);
- Business Real Property**, in relation to an Entity, means:
- (a) any freehold or leasehold interest of the Entity in real property;
 - (b) any interest of the Entity in Crown land, other than a leasehold interest, being an interest that is capable of assignment or transfer; or
 - (c) any other class of real property prescribed as Business Real Property by the Regulations;
 - (d) where the property is used wholly and exclusively in one or more businesses (whether carried on by the Entity or not), but does not include any interest held in the capacity of beneficiary of a trust estate. For the purposes of this definition, real property used in one or more Primary Production Businesses does not cease to be used wholly and exclusively in that business or those businesses only because:
 - (i) an area of the real property, not exceeding 2 hectares, contains a dwelling used primarily for domestic or private purposes; and
 - (ii) the area is also used primarily for domestic or private purposes,
 - (iii) provided that the use for domestic or private purposes is not the predominant use of the real property;
- Cashing Restriction** means, in relation to a Condition of Release, the corresponding cashing restriction specified in Column 3 of Schedule 1 to the Regulations;
- Child**, in relation to a person, includes:
- (a) an Adopted Child, a step child or an ex nuptial child of the person; and
 - (b) a child of the person's Spouse; and
 - (c) a person who is a child of the person within the meaning of the Family Law Act 1975; **section 10**
- Civil Penalty Provision** has the meaning in section 193 of the Act;
- Collectables** means:
- (a) artwork (within the meaning of the *Income Tax Assessment Act 1997*);
 - (b) jewellery;
 - (c) antiques;
 - (d) artefacts;
 - (e) coins, medallions or bank notes;
 - (f) postage stamps or first day covers;
 - (g) rare folios, manuscripts or books;
 - (h) memorabilia;
 - (i) wine or spirits;
 - (j) motor vehicles;
 - (k) recreational boats;
 - (l) memberships of sporting or social clubs;
- Condition of Release** means a condition of release specified in Column 2 of Schedule 1 to the Regulations;
- Constitutional Corporation** means a trading corporation or a financial corporation formed within the Commonwealth (within the meaning of paragraph 51(xx) of the Constitution); **section 10**

Contributions Cap means a Member's concessional contributions cap or non-concessional contributions cap for the purposes of the Income Tax Assessment Act 1997; **section 291-20 and section 292-85**

Control, for the purpose of Part 8 has the meaning given in section 70E of the Act;

Corporate Trustee means a Constitutional Corporation that is a Trustee; **section 10**

Corporations Act means the Corporations Act 2001;

Custodian means a person (other than a Trustee) who, under a contract with a Trustee or an Investment Manager, performs custodial functions in relation to any of the assets of the Fund; **section 10**

Death Benefit means a benefit payable under Rule 5.3(g);

Death Benefit Pension, means a new pension which commences to be payable from the Fund to a beneficiary of a deceased Member, after that Member's death;

Defined Benefit Pension means a Pension, other than:

- (a) a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide benefits to Members; or
- (b) an Allocated Pension; or
- (c) a Post-19 September 2007 Market Linked Pension; or
- (d) a Minimum Only Pension; or
- (e) a Transition to Retirement Pension;

Dependant includes a Spouse, any Child and any person with whom a person has an Interdependency Relationship; **section 10**

Designated Beneficiary means any Dependant of a Member who is named as a Designated Beneficiary in a Membership Application;

Director has the same meaning as in the Corporations Act;

Disqualified Person means:

- (a) an individual who:
 - (i) has been convicted of an offence in respect of dishonest conduct against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, or has had a civil penalty order made in relation to them and that individual has not been granted a waiver by the Regulator of their disqualified status;
 - (ii) is an Insolvent Under Administration; or
 - (iii) has been disqualified by the Regulator;
- (b) a corporation which:
 - (i) knows or has reasonable grounds to suspect that a responsible officer is a disqualified person under (i) above;
 - (ii) has a receiver, or a receiver and manager appointed in respect of property beneficially owned by the corporation;
 - (iii) has an official manager, deputy official manager or administrator appointed in respect of the corporation;
 - (iv) has a provisional liquidator appointed in respect of the corporation; or
 - (v) has begun to be wound up.

Downsizer Contribution has the meaning given in Rule 4.5;

Dwelling has the meaning given by section 118-115 of the Income Tax Assessment Act 1997, but does not include a caravan, houseboat or other mobile home;

Eligible Employment means:

- (a) the holding of any office or appointment;
- (b) the performance of any functions or duties;
- (c) the engaging in of any work; or
- (d) the doing of any act or things,

that results in a person being treated as an employee for the purposes of section 12 of the Superannuation Guarantee (Administration) Act 1992 (but excluding section 12(11) of that Act);

Eligible Person means any person, except someone who is engaged in Eligible Employment during part or all of a Year of Income, unless the following formula applies to that year:

[Assessable income + reportable fringe benefits] from Eligible Employment
is less than 10% of

[Assessable income + exempt income + reportable fringe benefits] from all sources.

Eligible Termination Payment has the meaning in Subdivision AA of Division 2 of Part III of the Tax Act; **Reg 1.03**

Employee has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

Employer has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

Employer Sponsor means an Employer who does or would contribute to the Fund for the benefit of:

- (a) a Member who is an Employee of the Employer or its Associate; or
- (b) the Dependants of the Member on the death of the Member; **section 16**

Entity means an individual, a body corporate, a partnership, or a trust;

EPSSS means an exempt public sector superannuation scheme; **Reg 1.03**

Excluded Instalment Trust means a trust:

- (a) that arises because a Trustee or an Investment Manager makes an investment under which a listed security is held in trust until the purchase price of that security is paid in full;
- (b) where the underlying security, and property derived from the underlying security, is fully paid; and
- (c) where an investment in the underlying security held in trust would not be an In-house Asset of the Fund.

Family Law Act means the Family Law Act 1975;

Full-time means Gainfully Employed for at least 30 hours each week; **Reg 1.03**

Fund means the Superannuation Fund created upon the execution of these Rules;

Gainfully Employed or **Gainful Employment** means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment; **Reg 1.03**

Governing Rules or **Rules** means the governing rules (as defined in the Act) of the Fund which include these rules and any provision applied to the Fund by any Relevant Law; **section 10**

Government Co-contributions means contributions made in respect of a Member by the Government under the Superannuation (Government Co-contribution for Low Income Earners) Act 2003;

Illiquid Investment in relation to a Member's interest in the Fund means an investment of a nature that produces either of the following outcomes:

- (a) It cannot be converted to cash in less than the time required to roll over or transfer a withdrawal benefit under Rule 6.2(e).
- (b) Converting it to cash within the time period specified under Rule 6.2(e) would be likely to have a significant adverse impact on the realisable value of the investment. **Reg 6.31**

Indexation Arrangement, in relation to a Pension, means an arrangement specified in the rules for the provision of the pension:

- (a) the purpose of which is to maintain over time the purchasing power of the pension relative to the CPI; and
- (b) that:
 - (i) ensures that an adjustment will be made at least annually to the amount of the pension payments; or
 - (ii) has been approved by APRA. **Reg 1.06**

Insolvent Under Administration means a person who:

- (a) is an undischarged bankrupt under the Bankruptcy Act 1966 or the law of an external Territory or a foreign country; or
- (b) has the status of an undischarged bankrupt under the law of any country other than Australia or of an external Territory;
- (c) and includes:

- (d) a person, any of whose property is subject to control under section 150 or 188 of the Bankruptcy Act 1966, or a corresponding provision of the law of an external Territory or of a foreign country; or
- (e) a person who has, at any time, executed a personal insolvency agreement under Part X of the Bankruptcy Act 1966 or the corresponding provisions of the law of an external Territory or of a foreign country and the person has not been released from obligations under that Act or law; **section 10**

Interdependency Relationship means circumstances in which 2 persons (whether or not related by family):

- (a) have a close personal relationship, live together, one or each of them provides the other with financial support and one or each of them provides the other with domestic support and personal care; or
- (b) have a close personal relationship but do not satisfy paragraph (a) because either or both of them suffer from a physical, intellectual or psychiatric disability,

but excludes relationships which are excluded by the Regulations; **section 10 section 10A**

Invest or Investment means:

- (a) apply assets in any way; or
- (b) make a contract,

for the purpose of gaining interest, income, profit or gain; **section 10**

Investment Manager means a person appointed by a Trustee to Invest on behalf of the Trustee; **section 10**

In-house Asset has the meaning given in Part 8 of the Act and, unless otherwise stated in Part 8, includes a Loan to, or an investment in a Related Party of the Fund, an investment in a Related Trust of the Fund, or an asset of the Fund subject to a lease or Lease Arrangement between the Trustee of the Fund and a Related Party of the Fund;

Lease Arrangement means any agreement, arrangement or understanding in the nature of a lease (other than a lease) between the Trustee and another person, under which the other person is to use, or control the use of, property owned by the Fund, whether or not the agreement, arrangement or understanding is enforceable, or intended to be enforceable, by legal proceedings;

Legal Disability or **Legally Disabled** in relation to a natural person means a lack of legal capacity because the person is:

- (a) a minor;
- (b) an intellectually disabled person who is liable to have their affairs administered by another person under any law dealing with the intellectually disabled; or
- (c) suffering from a mental illness or is mentally disabled and who is liable to have their affairs administered by another person under any law dealing with mental health or the mentally disabled;

Loan includes the provision of credit or any other form of financial accommodation, whether or not enforceable, or intended to be enforceable, by legal proceedings;

Mandated Employer Contributions means contributions required to be made by, or on behalf of, an Employer that are equal to the sum of:

- (a) the contributions to be made by, or on behalf of, the Employer to the Fund in relation to a Member, that:
 - (i) reduce the Employer's potential liability under section 5 of the Superannuation Guarantee Charge Act 1992; or
 - (ii) are payments of shortfall components under the Superannuation Guarantee (Administration) Act 1992; and
- (b) the contributions (other than contributions specified in (i)) to be made by, or on behalf of, the Employer to the Fund in relation to a Member in or towards satisfaction of the Employer's obligation to make contributions for the Member under an agreement certified, or an award made, on or after 1 July 1986 by an industrial authority;

Market Value means the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; and
- (b) that the sale occurred after proper marketing of the asset; and
- (c) that the buyer and the seller acted knowledgeably and prudentially in relation to the sale; **section 10**

Member means any person who has become a member of the Fund in accordance with these Rules and who has not ceased to be a Member, and:

- (a) where the Fund is a Self Managed Superannuation Fund; or

(b) in all other cases, unless the Trustee declares otherwise by resolution in writing, includes a person who receives a Pension, or who has deferred his or her entitlement to receive a benefit from the Fund; **section 10**

Membership Application means an application to be admitted as a Member in a form which the Trustee approves;

Member-contributed NSW Property means dutiable property for the purposes of the Duties Act 1997 (New South Wales), which is transferred to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 62A of the Duties Act 1997 (New South Wales), and includes the proceeds of the sale of the whole or part of any such property;

Member-contributed WA Property means dutiable property for the purposes of the Duties Act 2008 (Western Australia), which is transferred for consideration to the Trustee of the Fund by a Transferor and, in respect of which property, stamp duty has been assessed and paid under section 122 of the Duties Act 2008 (Western Australia), and includes the proceeds of the sale of the whole or part of any such property;

Minimum Benefit means all of a Member's benefits in the Fund;

Non-lapsing Binding Nomination means a nomination, the form of which is approved by the Trustee and which complies with Rule 5.5(a);

Non-commutable Income Stream means a benefit that:

(a) cannot be commuted;

(b) is paid at least monthly;

does not have a residual capital value; and

(c) is such that the total amount paid each month is fixed or varies only:

(i) for the purpose of complying with the Act and Regulations; and

(ii) during any period of 12 months by a rate not exceeding either:

A. 5% per annum; or

B. the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year;

Non-concessional Contribution has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 292-90**

Non-member Spouse means a person who is the non-member spouse in relation to a Payment Split; **Reg 1.03**

Normal Retirement Benefit is the benefit to which a Member who meets the criteria set out in Rules 5.2(a) or 5.2(b) is entitled and which is calculated in accordance with Rules 5.3(a) and 5.3(c);

Normal Retirement Date, subject to the Act or Regulations, means the earlier of:

(a) the date on which the relevant Member ceases to be Gainfully Employed; or

(b) the date on which the relevant Member attains the age of 65 years;

Old-age Pension has the meaning in paragraph 51(xxiii) of the Constitution; **section 10**

Ownership Interest has the meaning given by section 118-130 of the Income Tax Assessment Act 1997;

Part 8 Associate, in relation to an Entity has the meanings given in Subdivision B of Part 8 of the Act;

Part-time Basis means Gainfully Employed for at least 40 hours in a period of 30 consecutive days during a Year of Income;

Part-time Equivalent Level means Gainfully Employed for at least 240 hours in the last preceding Year of Income;

Payment Split, means a payment split under Part VIIIB of the Family Law Act;

Pension, except in the expression **Old-age Pension**, includes a benefit provided by the Fund, if the benefit is taken, under the Regulations, to be a pension for the purposes of the Act; **section 10**

Pension Date means the date on which payment of a Pension commences;

Pension Period means a period in years, nominated by the primary beneficiary which is equal to one only of:

(a) the primary beneficiary's life expectancy on the Pension Date;

- (b) if the Pension Date is after 19 September 2004 and before 1 January 2006, the primary beneficiary's life expectancy calculated, as if the primary beneficiary were up to 5 years younger on the Pension Date;
- (c) any amount up to and including the difference between the primary beneficiary's age in whole years at the Pension Date and 100, so long as that amount is not less than the primary beneficiary's life expectancy;
- (d) the life expectancy of the primary beneficiary's Spouse on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary; or
- (e) the life expectancy of the primary beneficiary's Spouse calculated as if the spouse were up to 5 years younger on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary,

rounded up to the nearest whole number;

Post-June 83 Component has the meaning given by Section 27A of the Income Tax Assessment Act 1936;

Preservation Age means:

- (a) for a person born before 1 July 1960--55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961--56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962--57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963--58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964--59 years; or
- (f) for a person born after 30 June 1964--60 years.

Preserved Benefits means the total of all benefits and entitlements standing to the credit of the Member's Benefit Account, less the sum of:

- (a) Restricted Non-preserved Benefits; and
- (b) Unrestricted Non-preserved Benefits;

Primary Production Business has the meaning given by the Income Tax Assessment Act 1997;

PDS or Product Disclosure Statement has the meaning given by the Corporations Act;

Regulated Superannuation Fund means a Superannuation Fund which has a trustee and:

- (a) the trustee is a Constitutional Corporation as required by its trust deed or governing rules; or
- (b) the trust deed or governing rules provide that the sole or primary purpose of the fund is the provision of Old-age Pensions,
- (c) and in relation to which the trustee has elected in writing in a form approved by the Regulator that the Act will apply to the fund; **section 10 section 19**

Regulations means the Superannuation Industry (Supervision) Regulations 1994;

Regulator means the body having the responsibility for administering the Act and the activities of the Fund and includes APRA, ASIC or the Taxation Commissioner; **section 10**

Related Party means any of the following:

- (a) a Member;
- (b) a Standard Employer Sponsor;
- (c) a Part 8 Associate of a person or entity referred to in paragraph (a) or (b); or
- (d) a Non-member Spouse with a Superannuation Interest;

Related Trust means a trust over which a Member or a Standard Employer Sponsor has Control, other than an Excluded Instalment Trust;

Relative of an individual (except in Rule 1.5) means the following:

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or Adopted Child of the individual or of his or her Spouse;
- (b) the Spouse of the individual or of any other individual referred to in paragraph (a),

and for the purposes of paragraph (a), if one individual is the child of another individual because of the definition of Child in these Rules, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual;

Relevant Law means the Act and Regulations, the Tax Act, the Corporations Act and any other laws governing the provision of superannuation and retirement benefits in Australia, from time to time and any regulations made under them;

Restricted Non-preserved Benefits means the total of the amount of any restricted non-preserved benefits that are received from another Regulated Superannuation Fund, a Retirement Savings Account established under the Retirement Savings Account Act 1997, or an EPSSS;

Retire means:

- (a) where a person is at least aged 55 years and less than 60 years, an arrangement under which the Member was Gainfully Employed has come to an end and the Trustee is reasonably satisfied that the Member intends never again to become Gainfully Employed on at least a Part-time Basis;
- (b) where a person is at least aged 60 years and less than 65 years, an arrangement under which the Member was Gainfully Employed ceased on or after the Member's 60th birthday;
- (c) where a person is at least aged 65 years, this definition is not relevant, as other provisions govern the permissibility or compulsion to take superannuation benefits;

Retirement Phase has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 307-80**

Reversionary Pension means a Pension which continues to be paid to one or more reversionary beneficiaries after the death of the Member who was receiving that Pension immediately before his or her death;

RSA or Retirement Savings Account has the meaning given in the Act; **section 10 and section 8 of the Retirement Savings Accounts Act 1997**

Self Managed Superannuation Fund or SMSF, has the meaning in Rule 1.5;

Splittable Contribution has the meaning given in Rule 6.4(a);

Splitting Order means a splitting order under Part VIIIB of the Family Law Act 1975;

Spouse of a person includes:

- (a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of Section 22B of the Acts Interpretation Act 1901 (Cth) as a kind of relationship prescribed for the purposes of that section; and
- (b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple; **section 10**

Standard Employer Sponsor means, an Employer Sponsor who does or would contribute, wholly or partly pursuant to an arrangement between the Employer Sponsor and the Trustee;

Superannuation Fund means:

- (a) a fund that is:
 - (i) an indefinitely continuing fund; and
 - (ii) a provident, benefit, superannuation or retirement fund; or
- (b) a public sector superannuation scheme;

Superannuation Interest means a beneficial interest in the Fund; **section 10**

Superannuation Lump Sum has the meaning given by subsection 995-1(1) of the Tax Act;

Tax Act means, as the case requires, the Income Tax Assessment Act 1936, or the Income Tax Assessment Act 1997;

Taxation Commissioner means the person appointed or acting as the Commissioner of Taxation under the Taxation Administration Act 1953;

Temporary Incapacity means ill-health (whether physical or mental) that caused a Member to cease to be Gainfully Employed but does not constitute Total and Permanent Disablement;

Terminal Illness Benefit means a benefit payable under Rule 5.3(f);

Terminally Ill means a condition that the Member is suffering, which two medical practitioners (at least one of these a specialist) certify would, in the normal course, result in death within a period of 24 months;

Total and Permanent Disablement means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that the Member is unlikely, ever again to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

Total and Permanent Disablement Benefit means a benefit payable under Rule 5.3(d);

Total and Temporary Disablement Benefit means a benefit payable under Rule 5.3(e);

Transfer Balance Cap has the meaning given in the Income Tax Assessment Act 1997; **section 995-1 and section 294-35 and section 294-185**

Transferor means a Member who transfers Member-contributed WA Property or Member-contributed NSW Property to the Trustee of the Fund;

Trustee means the first Trustee of the Fund and / or any other person appointed as an addition to or replacement or substitute for that person. The Trustee may be one or more persons at any time;

Unrestricted Non-preserved Benefits means the sum of:

- (a) the total of the Member's Unrestricted Non-preserved Contributions;
- (b) the amount of the Member's Preserved Benefits and Restricted Non-preserved Benefits which have met a Condition of Release and have a nil Cashing Restriction;
- (c) the amount of unrestricted non-preserved benefits received by the Fund in respect of the Member on or after the day on which the Fund becomes a Regulated Superannuation Fund; and
- (d) the investment earnings on the amounts specified in paragraphs (a) and (c) for the period before 1 July 1999,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (a) to (d) above at the relevant time;

Unrestricted Non-preserved Contributions means the amounts (other than an amount that is a CGT Exempt Component as defined in the Tax Act):

- (a) that will be taken by section 27D of the Tax Act as in force before 1 July 2007 to have been expended out of Eligible Termination Payments within the meaning of that section; and
- (b) that have been received from sources other than:
 - (i) superannuation funds;
 - (ii) Approved Deposit Funds within the meaning of the Act or the Occupational Superannuation Standards Act 1987 as in force immediately before the commencement of section 5 of the Occupational Superannuation Standards Amendment Act 1993; or
 - (iii) deferred annuities within the meaning of Rule 5 or the Occupational Superannuation Standards Regulations; or
 - (iv) Retirement Savings Accounts established in accordance with the Retirement Savings Accounts Act 1997;

Year of Income means the period from 1 July of a calendar year to 30 June of the following calendar year, unless any other period applicable to the Fund is, for the purposes of the Tax Act, a year of income of the Fund. **section 10**

For further information please contact your accountant, financial planner, lawyer or other advisor or go to www.ato.gov.au.

Schedule 3

Deed Date: 22/10/2020

Trustee/s: Nisbet Family Super Fund Pty Ltd ACN 645 303 322

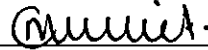
Name of Fund Nisbet Super Fund

Executed as a Deed

EXECUTED AS A DEED by Nisbet Family)
Super Fund Pty Ltd ACN 645 303 322.



Timothy Lawrence Nisbet
Director



Charlene Marie Nisbet
Director

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- ▣ a new self-managed super fund (SMSF)
- ▣ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ▣ have undertaken a course of education in compliance with an education direction
- ▣ are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- ▣ read each section
- ▣ understand all the information it contains.

⌚ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- ▣ speak to a professional adviser
- ▣ visit ato.gov.au/smsf
- ▣ phone us on 13 10 20.

When completing this declaration

When you complete this declaration, remember to:

- ▣ insert the full name of the fund at the beginning
- ▣ sign and date it
- ▣ ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

⚠ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



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

und name

Nisbet Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Charlene Marie Nisbet

Trustee's or director's signature

Charlene Marie Nisbet

Date

Day: 26 / Month: 10 / Year: 2020

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

Witness' signature

[Signature]

Date

Day: 26 / Month: 10 / Year: 2020

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- ▣ a new self-managed super fund (SMSF)
- ▣ an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- ▣ have undertaken a course of education in compliance with an education direction
- ▣ are a legal personal representative who has been appointed as trustee on behalf of:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

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- ▣ phone us on 13 10 20.

When completing this declaration

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- ▣ sign and date it
- ▣ ensure it is signed and dated by a witness (anyone 18 years old or over).

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

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

fund name

Nisbet Super Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

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

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- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
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 - an annual operating statement
 - copies of all annual returns lodged
- accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
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- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
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DECLARATION


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 - Administrative penalties can be imposed on me for not complying with the legislation
 - I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
 - I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Timothy Lawrence Nisbet

Trustee's or director's signature




Date

Day: 26 / Month: 10 / Year: 2020

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

Witness' signature



Date

Day: 26 / Month: 10 / Year: 2020

C - Other Documents

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Ready for Review

Supporting Documents

- 2022 BGL General Ledger.pdf

Standard Checklist

- Attach copy of any SOAs issued during the Financial Year
- Attach copy of Investment Strategy
- Attach signed Engagement Letter
- Attach signed Trustee Representation Letter
- Attach Trustee Minutes prepared during the year

Nisbet Super Fund General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)</u>					
30/06/2022	Transfer from NetBank TN Personal Conces			27,500.00	27,500.00 CR
				27,500.00	27,500.00 CR
<u>(Contributions) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)</u>					
30/06/2022	Transfer from NetBank CN Personal Conces			27,500.00	27,500.00 CR
				27,500.00	27,500.00 CR
Changes in Market Values of Investments (24700)					
<u>Changes in Market Values of Investments (24700)</u>					
30/06/2022	Revaluation - 30/06/2022 @ \$800,000.000000 (Exit) - 1.000000 Units on hand (Tabooba)		200,000.00		200,000.00 DR
			200,000.00		200,000.00 DR
Property Income (28000)					
<u>Agistment (Farringdon Rd)</u>					
30/06/2022	Transfer from NetBank Agistment2021 2022			29,655.00	29,655.00 CR
				29,655.00	29,655.00 CR
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
18/03/2022	Transfer to other Bank NetBank Greco209246 209152		280.00		280.00 DR
			280.00		280.00 DR
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
30/06/2022	Transfer To Australian Taxation Office NetBank Ref 002005340887427321		518.00		518.00 DR
			518.00		518.00 DR
ASIC Fees (30800)					
<u>ASIC Fees (30800)</u>					
09/03/2022	ASIC NetBank BPAY 17301 2296453033229 ASIC 2021to2022		400.00		400.00 DR
09/03/2022	ASIC NetBank BPAY 17301 2296453194641 ASIC Nisbet Custod		620.00		1,020.00 DR
			1,020.00		1,020.00 DR
Property Expenses - Council Rates & Taxes (41960)					
<u>Farringdon Rd (Farringdon Rd)</u>					
22/07/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Tabooba Rates		2,469.02		2,469.02 DR
22/11/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Scenic Rim Rates		1,644.81		4,113.83 DR
17/02/2022	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Rates to 300622		2,469.02		6,582.85 DR
			6,582.85		6,582.85 DR
Property Expenses - Interest on Loans (42010)					
<u>Loan from CT Labour Hire (18/244)</u>					
30/06/2022	Transfer to CBA A/c NetBank Loan Repay EOFY22		10,012.70		10,012.70 DR
			10,012.70		10,012.70 DR

Nisbet Super Fund General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Land Tax (42020)					
TaboobaProperty (Tabooba)					
23/12/2021	OSR QLD LAND TAX 1 NetBank BPAY 625178 400009769870 Land Tax		7,162.00		7,162.00 DR
			7,162.00		7,162.00 DR
Property Expenses - Repairs Maintenance (42060)					
TaboobaProperty (Tabooba)					
22/10/2021	Transfer to CBA A/c NetBank JK Fencing Inv 72		770.00		770.00 DR
			770.00		770.00 DR
Income Tax Expense (48500)					
Income Tax Expense (48500)					
30/06/2022	Create Entries - Income Tax Expense - 30/06/2022		8,579.10		8,579.10 DR
			8,579.10		8,579.10 DR
Profit/Loss Allocation Account (49000)					
Profit/Loss Allocation Account (49000)					
30/06/2022	System Member Journals		23,375.00		23,375.00 DR
30/06/2022	System Member Journals		23,375.00		46,750.00 DR
30/06/2022	Create Entries - Profit/Loss Allocation - 30/06/2022			191,871.63	145,121.63 CR
30/06/2022	Create Entries - Profit/Loss Allocation - 30/06/2022			4,818.92	149,940.55 CR
30/06/2022	Create Entries - Income Tax Expense Allocation - 30/06/2022			321.04	150,261.59 CR
30/06/2022	Create Entries - Income Tax Expense Allocation - 30/06/2022			8.06	150,269.65 CR
			46,750.00	197,019.65	150,269.65 CR
Opening Balance (50010)					
(Opening Balance) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)					
01/07/2021	Close Period Journal			849,470.75	849,470.75 CR
				849,470.75	849,470.75 CR
(Opening Balance) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)					
01/07/2021	Close Period Journal			21,242.55	21,242.55 CR
				21,242.55	21,242.55 CR
Contributions (52420)					
(Contributions) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)					
01/07/2021	Opening Balance				25,000.00 CR
01/07/2021	Close Period Journal		25,000.00		0.00 DR
30/06/2022	System Member Journals			27,500.00	27,500.00 CR
			25,000.00	27,500.00	27,500.00 CR
(Contributions) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)					
01/07/2021	Opening Balance				25,000.00 CR
01/07/2021	Close Period Journal		25,000.00		0.00 DR
30/06/2022	System Member Journals			27,500.00	27,500.00 CR
			25,000.00	27,500.00	27,500.00 CR
Transfers In (52850)					
(Transfers In) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)					

Nisbet Super Fund General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
01/07/2021	Opening Balance				865,435.73 CR
01/07/2021	Close Period Journal		865,435.73		0.00 DR
			865,435.73		0.00 DR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)</u>					
01/07/2021	Opening Balance				36,367.95 DR
01/07/2021	Close Period Journal			36,367.95	0.00 DR
30/06/2022	Create Entries - Profit/Loss Allocation - 30/06/2022		191,871.63		191,871.63 DR
			191,871.63	36,367.95	191,871.63 DR
<u>(Share of Profit/(Loss)) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)</u>					
01/07/2021	Opening Balance				7.28 DR
01/07/2021	Close Period Journal			7.28	0.00 DR
30/06/2022	Create Entries - Profit/Loss Allocation - 30/06/2022		4,818.92		4,818.92 DR
			4,818.92	7.28	4,818.92 DR
Income Tax (53330)					
<u>(Income Tax) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)</u>					
01/07/2021	Opening Balance				847.03 DR
01/07/2021	Close Period Journal			847.03	0.00 DR
30/06/2022	Create Entries - Income Tax Expense Allocation - 30/06/2022		321.04		321.04 DR
			321.04	847.03	321.04 DR
<u>(Income Tax) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)</u>					
01/07/2021	Opening Balance				0.17 DR
01/07/2021	Close Period Journal			0.17	0.00 DR
30/06/2022	Create Entries - Income Tax Expense Allocation - 30/06/2022		8.06		8.06 DR
			8.06	0.17	8.06 DR
Contributions Tax (53800)					
<u>(Contributions Tax) Nisbet, Charlene Marie - Accumulation (NISCHA00001A)</u>					
01/07/2021	Opening Balance				3,750.00 DR
01/07/2021	Close Period Journal			3,750.00	0.00 DR
30/06/2022	System Member Journals		4,125.00		4,125.00 DR
			4,125.00	3,750.00	4,125.00 DR
<u>(Contributions Tax) Nisbet, Timothy Lawrence - Accumulation (NISTIM00001A)</u>					
01/07/2021	Opening Balance				3,750.00 DR
01/07/2021	Close Period Journal			3,750.00	0.00 DR
30/06/2022	System Member Journals		4,125.00		4,125.00 DR
			4,125.00	3,750.00	4,125.00 DR
Bank Accounts (60400)					
<u>CBA Business Transaction Account (CBA10349619)</u>					
01/07/2021	Opening Balance				70,841.21 DR
14/07/2021	Transfer to CBA A/c NetBank SammonFencing22 25			18,623.70	52,217.51 DR
22/07/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Tabooba Rates			2,469.02	49,748.49 DR
17/08/2021	Transfer to CBA A/c NetBank JackSammonInv31			15,193.75	34,554.74 DR

Nisbet Super Fund

General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
01/09/2021	Transfer to CBA A/c NetBank SammonFencing34			19,991.40	14,563.34 DR
22/10/2021	Transfer to CBA A/c NetBank JK Fencing Inv 72			770.00	13,793.34 DR
22/11/2021	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Scenic Rim Rates			1,644.81	12,148.53 DR
23/12/2021	OSR QLD LAND TAX 1 NetBank BPAY 625178 400009769870 Land Tax			7,162.00	4,986.53 DR
17/02/2022	Scenic Rim RC Bpay NetBank BPAY 134445 9304288 Rates to 300622			2,469.02	2,517.51 DR
09/03/2022	ASIC NetBank BPAY 17301 2296453194641 ASIC Nisbet Custod			620.00	1,897.51 DR
09/03/2022	ASIC NetBank BPAY 17301 2296453033229 ASIC 2021to2022			400.00	1,497.51 DR
18/03/2022	Transfer to other Bank NetBank Greco209246 209152			280.00	1,217.51 DR
30/06/2022	Transfer to CBA A/c NetBank Loan Repay EOFY22			26,000.00	24,782.49 CR
30/06/2022	Transfer To Australian Taxation Office NetBank Ref 002005340887427321			8,865.20	33,647.69 CR
30/06/2022	Transfer from NetBank TN Personal Conces		27,500.00		6,147.69 CR
30/06/2022	Transfer from NetBank CN Personal Conces		27,500.00		21,352.31 DR
30/06/2022	Transfer from NetBank Agistment2021 2022		29,655.00		51,007.31 DR
			84,655.00	104,488.90	51,007.31 DR

Farming Property (72350)

TaboobaProperty (Tabooba)

01/07/2021	Opening Balance	1.00			1,000,000.00 DR
30/06/2022	Revaluation - 30/06/2022 @ \$800,000.000000 (Exit) - 1.000000 Units on hand			200,000.00	800,000.00 DR
		1.00		200,000.00	800,000.00 DR

Limited Recourse Borrowing Arrangements (73900)

Loan from CT Labour Hire (CTLH)

01/07/2021	Opening Balance				191,780.71 CR
30/06/2022	Transfer to CBA A/c NetBank Loan Repay EOFY22		15,987.30		175,793.41 CR
		0.00	15,987.30		175,793.41 CR

Farming Equipment (76200)

TaboobaProperty (Fencing)

01/09/2021	Replace Fencing		53,808.85		53,808.85 DR
		0.00	53,808.85		53,808.85 DR

Income Tax Payable/Refundable (85000)

Income Tax Payable/Refundable (85000)

01/07/2021	Opening Balance				8,347.20 CR
30/06/2022	Transfer To Australian Taxation Office NetBank Ref 002005340887427321		8,347.20		0.00 DR
30/06/2022	Create Entries - Income Tax Expense - 30/06/2022			8,579.10	8,579.10 CR
			8,347.20	8,579.10	8,579.10 CR

Migration Suspense Account (89990)

Migration Suspense Account (89990)

14/07/2021	Transfer to CBA A/c NetBank SammonFencing22 25		18,623.70		18,623.70 DR
17/08/2021	Transfer to CBA A/c NetBank JackSammonInv31		15,193.75		33,817.45 DR

Nisbet Super Fund
General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
01/09/2021	Transfer to CBA A/c NetBank SammonFencing34		19,991.40		53,808.85 DR
01/09/2021	Replace Fencing			53,808.85	0.00 DR
			53,808.85	53,808.85	0.00 DR

Total Debits: 1,618,987.23

Total Credits: 1,618,987.23

D - Pension Documentation

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Not Started

Supporting Documents

- Transfer Balance Account Summary [Report](#)

Standard Checklist

- Attach Actuarial Certificate
- Attach documentation supporting any pensions commenced during the financial year
- Attach documentation supporting any pensions commuted during the financial year
- Ensure correct Transfer Balance Account Reports have been lodged with the ATO

Nisbet Super Fund

Transfer Balance Account Summary

For The Period 01 July 2020 - 30 June 2021

Member	Pension Type	Date	Lodgment Date	Transaction Type	Event Type	Debit	Credit	Balance	Cap Limit	Remaining Cap
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Charlene Marie
Nisbet

Timothy Lawrence
Nisbet

E - Estate Planning

2021 Financial Year

Preparer Louise Barlow

Reviewer Sam Greco

Status Not Started

Supporting Documents

No supporting documents

Standard Checklist

- Attach Death Benefit Nominations (if applicable)
- Attach Life Insurance Policies (if applicable)
- Attach Reversionary Pension documentation (if applicable)
- Attach SMSF Will (if applicable)
- Review current Estate planning to ensure it matches wishes of members