

## **Branigan Superannuation Fund**

**Prepared for NTAA Corporate by  
Australian Business Structures  
Order: 791995**

# Deed of Establishment

## Branigan Superannuation Fund

**Date** Date of Establishment

**Parties** The persons named and described in Schedule 1 and appointed under clause 9 as Trustee (each a Trustee)

### Recitals

- A The Trustees wish to establish and maintain the Fund solely for the purpose of providing superannuation benefits for its Members and for their Dependants in the event of the death of a Member and for any other purposes permitted by the Superannuation Law.
- B The Trustees will act as trustees of the Fund and have consented to act as the Fund's trustees in accordance with the provisions of this deed, including the powers granted by this deed.
- C The Trustees have agreed to conduct the Fund so as to ensure that the Fund at all times attracts any income tax concessions that may apply to superannuation funds.

### It is Declared:

#### 1 Establishment

By this deed, the Trustees establish the Fund that commences on the date of Establishment.

#### 2 Terms of this Deed

The terms of this deed include those set out in Annexure A and Schedule 1 to this deed.

**EXECUTED as a deed.**


**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
**Gerard Stephen Branigan** as Trustee in the \_\_\_\_\_ )  
presence of:



Signature of witness



Signature of **Gerard Stephen Branigan**



Name of witness *(please print)*

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
**Elizabeth Branigan** as Trustee in the \_\_\_\_\_ )  
presence of:



Signature of witness



Signature of **Elizabeth Branigan**



Name of witness *(please print)*

## Schedule 1

**1 Name of Fund**

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Branigan Superannuation Fund

**2 Trustees**

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Gerard Stephen Branigan

and

Elizabeth Branigan

**3 Date of Establishment**

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22 / 09 / 11

**4 Proper Law Governing Fund**

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The Law of the State of South Australia

# BINDING DEATH BENEFIT NOMINATION FORM

## Branigan Superannuation Fund

To: The Trustees of the Branigan Superannuation Fund

I, **Gerard Stephen Branigan**, of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091:

- 1 revoke all former binding death benefit nominations I have made (if any) in respect of my membership in the Fund and declare this to be my last binding death benefit notice; and
- 2 nominate the following persons to receive all benefits payable in respect of my membership in the Fund on or after my death:

Surname	Given name	Relationship	Specify \$ or % amount	Manner of Payment*

If any person nominated in the above table should predecease me, then I direct the Trustees of the Fund to distribute the benefits allocated to that person equally among the remaining nominated persons. If there are no remaining nominated persons at the time of my death, I direct that the Trustees pay my superannuation benefits to the following persons or, if there are no persons nominated in the below table, to my legal personal representative.

Surname	Given name	Relationship	Specify \$ or % amount	Manner of Payment*

\* If no Manner of Payment is specified, the Trustees of the Fund will have the discretion to pay the death benefits as one or more lump sums or as a pension.

- 3 I acknowledge that the nominated persons are:
  - (a) my dependants for the purposes of superannuation law being:
    - (i) a spouse
    - (ii) a child;
    - (iii) a person who is financially dependent on me; or
    - (iv) a person with whom I am in an interdependency relationship; or
  - (b) my legal personal representative.

Dated: 25/9/11



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Gerard Stephen Branigan

**Witness declaration**

**First witness**

I confirm that:

- 1 this binding death benefit nomination form was signed and dated by Gerard Stephen Branigan in my presence;  
and
- 2 I am 18 years or more and am not a person nominated in this binding death benefit nomination form.

**Dated:**        /        /

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Signature of witness

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Name of witness *(please print)*

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Address of witness *(please print)*

**Second witness**

I confirm that:

- 1 this binding death benefit nomination form was signed and dated by Gerard Stephen Branigan in my presence;  
and
- 2 I am 18 years or more and am not a person nominated in this binding death benefit nomination form.

**Dated:**        /        /

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Signature of witness

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Name of witness *(please print)*

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Address of witness *(please print)*

**Important notice**

You should seek legal advice if your personal or financial circumstances change or if you wish to amend or revoke your existing binding death benefit nomination. You should regularly review your binding death benefit nomination to ensure it still matches your circumstances

If you wish to amend or revoke your binding death benefit nomination, the Trustees of the Fund can provide you with a form on request. The form should be witnessed by two people 18 years or over who are not named in the original binding nomination or the subsequent amendment or revocation.

We recommend the date the member signs the form should also be the date the witnesses sign the declaration to ensure the binding death benefit nomination is not challenged.

## BINDING DEATH BENEFIT NOMINATION CHECKLIST

### Checklist for the Branigan Superannuation Fund

Member: Gerard Stephen Branigan

#### Member requirements

- The nomination must be in writing
- The nomination must be signed
- The nomination must be dated
- The nominated dependants must be:
  - (a) your superannuation dependants, which are:
    - (i) your spouse;
    - (ii) your children;
    - (iii) a person who is financially dependent on you; or
    - (iv) a person with whom you are in an interdependency relationship; or
  - (b) your legal personal representative
- An interdependency relationship is characterised by:
  - (a) a close personal relationship with another person;
  - (b) you live together;
  - (c) either of you provides the other with financial support; and
  - (d) either of you provides the other with domestic support and personal care.
- You will still be considered to be in an interdependency relationship if you do not satisfy the above requirements on the basis of the physical, intellectual or psychiatric disability of either party.
- The percentages allocated to the nominated beneficiary or beneficiaries must total 100%.

#### Witness requirements

- The nomination form must be signed by two witnesses
- The witnesses must be at least 18 years
- The witnesses cannot be a nominated beneficiary
- The witnesses must sign a declaration stating that the member signed the nomination form in their presence

#### Amending the nomination form

- The nomination form should be revised if your personal or financial circumstances change

#### Legal advice

- You should receive legal advice every time you amend or revoke your binding death benefit nomination

#### Trust deed

- You should check your superannuation deed to ensure that it allows you to make binding death benefit nominations and does not impose any additional requirements

#### Time frame

- The trust deed for a self managed superannuation fund provides for a binding death benefit nomination to apply indefinitely where the nomination form is correctly completed and executed

# BINDING DEATH BENEFIT NOMINATION FORM

## Branigan Superannuation Fund

To: The Trustees of the Branigan Superannuation Fund

I, **Elizabeth Branigan**, of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091:

- 1 revoke all former binding death benefit nominations I have made (if any) in respect of my membership in the Fund and declare this to be my last binding death benefit notice; and
- 2 nominate the following persons to receive all benefits payable in respect of my membership in the Fund on or after my death:

Surname	Given name	Relationship	Specify \$ or % amount	Manner of Payment*

If any person nominated in the above table should predecease me, then I direct the Trustees of the Fund to distribute the benefits allocated to that person equally among the remaining nominated persons. If there are no remaining nominated persons at the time of my death, I direct that the Trustees pay my superannuation benefits to the following persons or, if there are no persons nominated in the below table, to my legal personal representative.

Surname	Given name	Relationship	Specify \$ or % amount	Manner of Payment*

*\* If no Manner of Payment is specified, the Trustees of the Fund will have the discretion to pay the death benefits as one or more lump sums or as a pension.*

- 3 I acknowledge that the nominated persons are:
  - (a) my dependants for the purposes of superannuation law being:
    - (i) a spouse
    - (ii) a child;
    - (iii) a person who is financially dependent on me; or
    - (iv) a person with whom I am in an interdependency relationship; or
  - (b) my legal personal representative.

Dated:     /     /

  
Elizabeth Branigan



## Witness declaration

### First witness

I confirm that:

- 1 this binding death benefit nomination form was signed and dated by Elizabeth Branigan in my presence; and
- 2 I am 18 years or more and am not a person nominated in this binding death benefit nomination form.

**Dated:**        /        /

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Signature of witness

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Name of witness *(please print)*

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Address of witness *(please print)*

### Second witness

I confirm that:

- 1 this binding death benefit nomination form was signed and dated by Elizabeth Branigan in my presence; and
- 2 I am 18 years or more and am not a person nominated in this binding death benefit nomination form.

**Dated:**        /        /

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Signature of witness

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Name of witness *(please print)*

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Address of witness *(please print)*

### Important notice

You should seek legal advice if your personal or financial circumstances change or if you wish to amend or revoke your existing binding death benefit nomination. You should regularly review your binding death benefit nomination to ensure it still matches your circumstances

If you wish to amend or revoke your binding death benefit nomination, the Trustees of the Fund can provide you with a form on request. The form should be witnessed by two people 18 years or over who are not named in the original binding nomination or the subsequent amendment or revocation.

We recommend the date the member signs the form should also be the date the witnesses sign the declaration to ensure the binding death benefit nomination is not challenged.

## BINDING DEATH BENEFIT NOMINATION CHECKLIST

### Checklist for the Branigan Superannuation Fund

Member: Elizabeth Branigan

#### Member requirements

- The nomination must be in writing
- The nomination must be signed
- The nomination must be dated
- The nominated dependants must be:
  - (a) your superannuation dependants, which are:
    - (i) your spouse;
    - (ii) your children;
    - (iii) a person who is financially dependent on you; or
    - (iv) a person with whom you are in an interdependency relationship; or
  - (b) your legal personal representative
- An interdependency relationship is characterised by:
  - (a) a close personal relationship with another person;
  - (b) you live together;
  - (c) either of you provides the other with financial support; and
  - (d) either of you provides the other with domestic support and personal care.
- You will still be considered to be in an interdependency relationship if you do not satisfy the above requirements on the basis of the physical, intellectual or psychiatric disability of either party.
- The percentages allocated to the nominated beneficiary or beneficiaries must total 100%.

#### Witness requirements

- The nomination form must be signed by two witnesses
- The witnesses must be at least 18 years
- The witnesses cannot be a nominated beneficiary
- The witnesses must sign a declaration stating that the member signed the nomination form in their presence

#### Amending the nomination form

- The nomination form should be revised if your personal or financial circumstances change

#### Legal advice

- You should receive legal advice every time you amend or revoke your binding death benefit nomination

#### Trust deed

- You should check your superannuation deed to ensure that it allows you to make binding death benefit nominations and does not impose any additional requirements

#### Time frame

- The trust deed for a self managed superannuation fund provides for a binding death benefit nomination to apply indefinitely where the nomination form is correctly completed and executed

# MEMBERSHIP APPLICATION FORM

Gerard Stephen Branigan and Elizabeth Branigan  
as trustees for  
Branigan Superannuation Fund  
(Trustees)

To the Trustees

I, **Gerard Stephen Branigan**, of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091, apply to the Trustees to become a member of the Branigan Superannuation Fund (**Fund**) and agree that, should I be accepted as a member by the Trustees, I will be bound by the trust deed establishing the Fund (**Trust Deed**) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustees.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustees with my tax file number (**TFN**), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustees may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN 560507436

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given names	Relationship	% of total benefits

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustees and the contents of this application are true and correct.

Dated:

  
Gerard Stephen Branigan

# MEMBERSHIP APPLICATION FORM

Gerard Stephen Branigan and Elizabeth Branigan  
as trustees for  
Branigan Superannuation Fund  
(Trustees)

To the Trustees

I, **Elizabeth Branigan**, of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091, apply to the Trustees to become a member of the Branigan Superannuation Fund (**Fund**) and agree that, should I be accepted as a member by the Trustees, I will be bound by the trust deed establishing the Fund (**Trust Deed**) and any subsequent amendments to the Trust Deed and that I will make any and all full disclosures in writing of information required by the Trustees.

I acknowledge that:

- if I am an employee of any other member, I am also a relative of the other member(s); and
- I am not disqualified under the Superannuation Industry (Supervision) Act 1993 from holding the office of a Trustee or as a director of the Trustee.

I understand that it is not compulsory to provide the Trustees with my tax file number (**TFN**), but if I do not provide my TFN, concessional contributions will be taxed at the highest marginal tax rate plus the Medicare levy and the Fund will not be able to accept non-concessional contributions. In doing so, I acknowledge that the Trustees may use my TFN for lawful purposes, including disclosing my TFN to another superannuation fund where I request that my benefits in the Fund are transferred to that other superannuation fund.

If my TFN is quoted below, I have considered the above and decided to provide my TFN to the Trustee(s) on my Membership Application Form: TFN 563 249 253

I nominate my legal personal representative to receive any death benefits payable in the event of my death.

- or -

I nominate the following persons to be my nominated superannuation dependants:

Surname	Given names	Relationship	% of total benefits

I acknowledge that the above nomination is not binding on the Trustee, and that if I so wish, I may prepare and provide to the Trustee a binding death benefit nomination.

I acknowledge that I have received a Product Disclosure Statement for the Fund, which details the nature of the Fund and the rights, benefits and risks that attach to my membership of the Fund.

I declare that the information I will provide to the Trustees and the contents of this application are true and correct.

Dated:

/ /

Elizabeth Branigan



## CONSENT TO ACT AS TRUSTEE

under section 118 of the *Superannuation Industry (Supervision) Act 1993*

### Branigan Superannuation Fund (Fund)

I, **Gerard Stephen Branigan** of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091 consent to act as a trustee of the Fund and, in respect of that appointment, I do declare:

- that I am not disqualified from acting as a trustee of a superannuation entity under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*; and
- that I will notify the Australian Taxation Office immediately if I should become a disqualified person.

Dated: 25/9/11

  
\_\_\_\_\_  
**Gerard Stephen Branigan**

#### Notes on disqualification

The SIS Act provides that the following persons are disqualified from acting as a trustee of a superannuation entity:

1. persons who have prior convictions involving dishonest conduct, wherever and whenever the conviction may have occurred;
2. persons who are insolvent, bankrupt or having entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1956* (Cth) or a similar foreign law;
3. persons in relation to whom a civil penalty order has been made under the SIS Act; and
4. persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the SIS Act.

## CONSENT TO ACT AS TRUSTEE

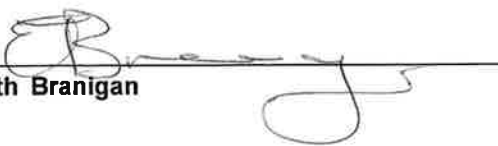
under section 118 of the *Superannuation Industry (Supervision) Act 1993*

### Branigan Superannuation Fund (Fund)

I, **Elizabeth Branigan** of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091 consent to act as a trustee of the Fund and, in respect of that appointment, I do declare:

- that I am not disqualified from acting as a trustee of a superannuation entity under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*; and
- that I will notify the Australian Taxation Office immediately if I should become a disqualified person.

Dated: 25 / 9 / 11

  
Elizabeth Branigan

#### Notes on disqualification

The SIS Act provides that the following persons are disqualified from acting as a trustee of a superannuation entity:

1. persons who have prior convictions involving dishonest conduct, wherever and whenever the conviction may have occurred;
2. persons who are insolvent, bankrupt or having entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1956* (Cth) or a similar foreign law;
3. persons in relation to whom a civil penalty order has been made under the SIS Act; and
4. persons expressly declared not to be "fit and proper" persons under sections 126A(3) or 126H(5) of the SIS Act.

**BRANIGAN SUPERANNUATION FUND  
(FUND)**

**RESOLUTION OF THE TRUSTEES OF THE FUND**

MADE ON THE 25 DAY OF SEPTEMBER 2011

We, **Gerard Stephen Branigan and Elizabeth Branigan** both of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091:

- 1 acknowledge that we have considered the terms and conditions set out in the proposed trust deed of the Fund in the form attached to these resolutions (**Trust Deed**); and
- 2 unanimously pass the following resolutions:
  - (a) that we accept the position as the trustees of the Fund in accordance with the terms and conditions set out in the Trust Deed and agree to execute the Trust Deed;
  - (b) that we, being all of the trustees of the Fund (**Trustees**) accept the consents to act and trustee declarations provided by Branigan Stephen Gerard and Elizabeth Branigan stating that they are not disqualified under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* from acting as trustees and that they understand their duties and obligations as trustees of the Fund;
  - (c) that we will take steps to determine an investment strategy for the Fund in accordance with the requirements of the SIS Act and its regulations;
  - (d) that each prospective member of the Fund be given a PDS, with an attached membership application form, containing such information required by the *Corporations Act 2001* as a member would reasonably need for the purpose of making a decision whether to acquire an interest in the Fund;
  - (e) that we will open a bank account in the name of the Fund at a nominated bank to facilitate the operation of the Fund;
  - (f) that we will make an application for a tax file number for the Fund;
  - (g) that, being satisfied that the Trust Deed:
    - (i) allows the trustees of the Fund to be individuals; and
    - (ii) contains all necessary requirements to facilitate the operation of the Fund by the Trustees as a regulated superannuation fund,we will make an irrevocable election in the approved form that the Fund is to be a regulated superannuation fund under the SIS Act, thereby entitling the Fund to concessional taxation treatment in accordance with the provisions of the SIS Act; and
  - (h) that we will execute the approved form and lodge the form with the Australian Taxation Office within 60 days.

**Signed as a true and correct record.**

  
\_\_\_\_\_  
Gerard Stephen Branigan

Date 25/9/11

  
\_\_\_\_\_  
Elizabeth Branigan

Date 25/9/11

**GERARD STEPHEN BRANIGAN AND ELIZABETH BRANIGAN  
AS TRUSTEES FOR  
BRANIGAN SUPERANNUATION FUND  
(TRUSTEES)**

**RESOLUTION OF THE TRUSTEES OF THE FUND**

**MADE ON THE 25 DAY OF SEPTEMBER 2011**

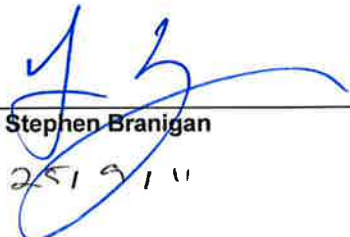
We, Gerard Stephen Branigan and Elizabeth Branigan both of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091, being all of the Trustees of the Branigan Superannuation Fund (Fund) unanimously pass the following resolutions:

- (a) that the Trustees accept the written application for membership of the Fund from the following persons and admit those persons to membership of the Fund:

<b>Member's Name</b>	<b>Address</b>
Gerard Stephen Branigan	Unit 5 22 Rednall Street Tea Tree Gully, SA 5091
Elizabeth Branigan	Unit 5 22 Rednall Street Tea Tree Gully, SA 5091

- (b) that the membership of those persons will commence on and from the date of this resolution.

**Signed as a true and correct record.**

  
\_\_\_\_\_  
Gerard Stephen Branigan

Date 25/9/11

  
\_\_\_\_\_  
Elizabeth Branigan

Date 25/9/11



# Product Disclosure Statement

## Branigan Superannuation Fund

The issuers of interest in the Branigan Superannuation Fund (**Fund**) are **Gerard Stephen Branigan and Elizabeth Branigan** both of Unit 5, 22 Rednall Street, Tea Tree Gully, SA 5091 (**Trustees**) who may be contacted at that address.

The Trustees are not licensed to provide you with advice about investing in the Fund. If you wish to obtain advice about the Fund or superannuation products generally, you should contact a person who is licensed to provide this advice.

### Significant benefits of investing in the Fund

The significant benefit of investing in the Fund is that, as a member of the Fund, you may plan for your retirement in a tax effective manner.

The Fund is a self managed superannuation fund. As such, if you become a member of the Fund, you will also be required to be one of the Fund's trustees. The benefits of being involved in the management of the Fund include the ability to influence the investment decisions of the Fund, taking into account:

- (a) your income requirements in retirement;
- (b) your investment profile;
- (c) your taxation requirements;
- (d) any other business or investments you may have;
- (e) the administrative costs that will be incurred by the Fund; and
- (f) your environmental, social and ethical beliefs.

As a trustee, you will be responsible for formulating and effecting the Fund's investment strategy, having regard to such things as income requirements in retirement, risks and likely returns from the Fund's investments, diversification, liquidity and cash flow requirements of the Fund.

The Trustees will, if they have not done so already, attend to the formulation of an appropriate written investment strategy as soon as possible.

### Risks of investing in the Fund

As a trustee, you will be responsible for ensuring the Fund is properly managed and that it remains compliant with all of its legal obligations. A failure to comply with the Fund's legal obligations can render the Fund non compliant. If this occurs, the Fund may have to pay significant tax.

The Trustees have wide powers of investment under the trust deed for the Fund and the assets of the Fund may be exposed to varying levels of risk. While the Trustees will aim to generate income returns, it is not guaranteed.

You have no minimum guaranteed benefit and you may ultimately receive less than you have contributed to the Fund if investment returns are poor.

Further, as a trustee, you will owe the other members of the Fund fiduciary duties and significant penalties can be imposed on you personally if you are involved in a breach of the *Superannuation Industry (Supervision) Act 1993* (Cth) or the *Corporations Act 2001* (Cth).

## **Cost of the product**

You will not be obliged to make any contributions to the Fund. Any contributions you do make to the Fund will be at your discretion.

The reasonable costs of the ongoing administration of the Fund will be deducted from the assets of the Fund.

## **Fees and charges**

Under the Fund's trust deed, the Trustees are entitled to pay those costs or expenses and any tax attributable to your membership and such other amounts as the Trustees determine from your member accumulation account. The Trustees may also pay from the income account of the Fund any tax or levy not attributed to a member account and the cost of any insurance policy not attributed to a member account.

## **Commission**

There is no commission, to the Trustees' knowledge, or other similar payment, that will be paid from the Fund that may impact on the amount of the return generated by your investment in the Fund.

## **Trustee remuneration**

No Trustees are permitted to receive any remuneration from the Fund for any duties or services performed as the Trustees of the Fund as long as the Fund is a self managed superannuation fund.

## **Information about making contributions to the Fund**

Generally, before you reach age 65 years, contributions can be made to the Fund by you, or on your behalf and there is no requirement for you to be gainfully employed.

The Trustees have the power under the trust deed to accept compulsory or voluntary employer contributions made to the Fund on your behalf. Your employer does not need to become a participating employer to be able to make contributions to the Fund.

Special rules apply under superannuation law regarding contributions made to the Fund on your behalf after you have reached age 65 years. If you have any queries about the Trustees' ability to accept contributions on your behalf, please contact the Trustees.

Any contributions made to the Fund are subject to the Trustees' unfettered discretion to accept contributions as they determine.

Contributions can be made at any time, either as one off payments or at regular intervals.

In the absence of an agreement to the contrary, neither a Member nor an employer is under an obligation to make a contribution to the Fund.

### *Employer contributions*

So long as you have not reached age 75 years, an employer can claim a tax deduction for superannuation contributions made in respect of your membership in the Fund.

### *Personal contributions*

So long as you have not reached age 75 years, you can claim a tax deduction for personal contributions made to the Fund, if you are self-employed, substantially self employed, or do not receive and are not entitled to receive superannuation support from your employer.

Salary sacrificed income will be included in your assessable income when determining whether you satisfy the requirements to be eligible to claim a deduction for personal contributions.

If you are unsure of your eligibility for a tax deduction on personal contributions, you should seek professional superannuation and tax advice.

## **Information about withdrawing your investment**

### *Preservation rules*

Your investment in the Fund is intended for your retirement and normally cannot be paid out in cash until you turn age 65 years, retire after age 55 years (or later if you were born after 1 July 1960), you become permanently and totally unable to work, you are terminally ill or you die.

You can transfer your investment in the Fund to another superannuation fund or retirement savings account at any time.

Any contributions made to a regulated superannuation fund from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non preserved benefits may be accessed by you until a condition of release has been satisfied. Once a full condition of release is satisfied, the benefits in the Fund at that time become unrestricted non preserved benefits. Only unrestricted non preserved benefits can be accessed/cashed by you from the Fund.

A condition of release includes events mentioned above including: reaching preservation age, retirement after reaching preservation age, your death, your permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. It is crucial that you do not access/cash your benefits before they become unrestricted non-preserved as the benefits accessed will not be taxed concessional as a superannuation benefit but will be taxed at your marginal tax rate.

Your preservation age is as follows:

<b>Date of birth</b>	<b>Preservation age</b>
Before 1 July 1960	55 years
1 July 1960 to 30 June 1961	56 years
1 July 1961 to 30 June 1962	57 years
1 July 1962 to 30 June 1963	58 years
1 July 1963 to 30 June 1964	59 years
After 30 June 1964	60 years

### *Payment of your benefits*

If you retire or you are otherwise entitled to receive your benefit, the benefit may be paid in any one or more of the following forms:

- (a) one or more lump sums; or
- (b) one or more income streams.

The amount that may be paid is the amount standing to the credit of your member account less any tax applicable, subject to the preservation rules discussed above.

Where your benefit is being paid as an income stream, the Trustees may pay your benefit by way of any type of income stream permissible by superannuation law at the time of payment. The permitted income streams generally include account based pensions and transition to retirement pensions.

### *Temporary residents*

From 1 April 2009, the fund trustees may be required to pay the unclaimed superannuation benefits of departed temporary residents to the Australian Taxation Office. Certain conditions of release (ie retirement or attaining age 65 years) are not available to departed temporary residents, who will have to receive their benefits as a departing Australia Superannuation payment (**DASP**). A DASP will be taxed at 35% on the taxed element and 45% on the untaxed element on the taxable component of the benefit.

#### *Payments and transfers in-specie*

The Trustees may, with your permission or the permission of a dependant of yours (as the case requires), pay a benefit by transferring investments of the Fund of equivalent value instead of paying the whole or part of the benefit amount in cash as long as the transfer does not cause the Fund to breach the superannuation law.

#### *Death benefits*

Under the Fund's trust deed, your entitlement is payable to your legal personal representative or your nominated superannuation dependants on your death.

You are able to nominate your legal personal representative or superannuation dependants to receive some or all of your entitlement when you die.

If you wish to nominate a person to receive some or all of your entitlement to be paid if you die, you should ask the Trustees for either a non binding nomination form or a binding nomination form. The Trustees will not be bound to make a payment in accordance with a non binding nomination, but will be bound to make a payment in accordance with a valid binding nomination.

If you seek to nominate more than one beneficiary, you should clearly apportion the entitlement of each nominated beneficiary and ensure that the entitlement is reasonably ascertainable.

Where your benefits are paid in the form of an income stream (such as a pension or annuity), you can nominate a reversionary beneficiary to receive the income stream. The reversionary beneficiary cannot be your adult children (over age 25 years), unless they have a disability under section 8(1) of the *Disability Services Act 1986*. Adult children (over age 25 years) must take any superannuation death benefits received as a lump sum.

From 4 December 2008, under superannuation law, a spouse includes a same sex partner. A child of the relationship (ie adopted or conceived during the relationship) will be a dependant of both partners for the purpose of payment of death benefits.

#### *Disablement benefit*

Once the Trustees are satisfied that you have suffered total and permanent disablement (**TPD**), a TPD benefit may be paid. TPD means incapacity to such a degree that, in the opinion of two registered medical practitioners appointed by the Trustees, you have ceased to be gainfully employed and are unlikely to work again in a position for which you are reasonably qualified by education, training or experience.

If you become temporarily totally disabled (ie unable to attend work for a period of time but not permanently incapacitated) and the Trustees form that opinion, you will be entitled to receive your benefit in the form of a non commutable income stream for the purpose of continuing the gain or reward (in whole or part) which you were receiving before the temporary incapacity from employment. The non commutable income stream will continue for the duration of your temporary incapacity (depending on the amount of your benefit).

#### *Vesting*

Under superannuation law, all contributions made in respect of your membership must be fully vested as they are all minimum benefits to which you are entitled.

#### **Rollover of benefits**

Where you are a member of another superannuation fund and wish to transfer your benefits from the other fund into this

Fund, the Trustees may accept cash or authorised investments from the other fund to the value of your member benefits being transferred.

Conversely, where you join another superannuation fund and you request that the whole or part of your benefit in this Fund be transferred to the other fund, the Trustees may transfer to the other fund cash or authorised investments.

Further, you are able to rollover all or any of your benefit into another approved benefit arrangement or back into this Fund. This allows internal rollovers to be achieved under the terms of the Fund's trust deed.

### **Trust deed binding**

On becoming a member of the Fund, you will be bound by the provisions of the Fund's trust deed as varied from time to time.

### **Variation of trust deed**

The Fund's trust deed can be varied by the Trustees, provided that the variation does not retrospectively reduce or adversely affect the accrued value of the benefit in the Fund of any member (without the written approval of the affected member).

### **Insurance**

The Trustees may arrange and maintain an insurance policy for your benefit or the benefit of your dependants. The Trustees will determine the type, amount and terms of the policy and will appoint the insurance company. The Trustees may require you to be medically examined, submit proof of health, habits or pastimes, provide proof of age or take such other actions as may reasonably be required by the Trustees or the insurer. Further, you may request the Trustees in writing to effect an insurance policy and the Trustees must effect such policy unless it is of the opinion that such policy is not in your best interests or in the best interests of your dependants.

The premiums of the insurance policies held for you will be paid out of your member account.

### **Taxation**

Provided that you do not exceed your contribution limits, you will not be taxed on personal contributions paid from your after tax income. A tax of 15% is paid by the Fund on contributions paid from your before tax income, contributions paid for which you received a tax deduction, rolled over amounts to the extent it consists of an untaxed element of the post June 1983 component of a rollover and contributions made by your employer.

From 1 July 2005, the superannuation contributions surcharge has been abolished on surchargeable contributions made to a complying superannuation fund.

From 1 July 2004, the Government Co-contribution is available, where you are an employee who is under age 71 years, you lodge a tax return, 10% or more of your total income is from eligible employment, running a business or both, your total income is less than \$61,920 and you make a personal contribution of after tax money into a complying superannuation fund.

From 1 July 2007, you are also eligible for the co-contribution if you are self employed. The co-contribution is \$1.50 for every \$1 of personal contribution made. The maximum co-contribution is \$1,500 and is reduced by 5 cents for every dollar your annual income exceeds \$31,920 and stops when your annual income is \$61,920 or more.

From 1 July 2009 there has been a temporary reduction in the government co-contribution. The co-contribution will be reduced from \$1.50 to \$1.00 for every \$1.00 of personal (after tax) contributions made up to \$1,000. It will gradually increase over the next five years to the pre 1 July 2009 rates in accordance with the following table:

<b>Contribution year</b>	<b>Matching rate %</b>	<b>Maximum co-contribution</b>
2009/2010	100	\$1,000
2010/2011	100	\$1,000
2011/2012	100	\$1,000
2012/2013	125	\$1,250
2013/2014	125	\$1,250
2014/2015	150	\$1,500

If you are self employed, as mentioned above, you can claim a tax deduction for all of your contributions.

Investment earnings by the Fund are generally taxed at a maximum rate of 15%, with capital gains taxed at a discounted rate of 10% (or nil where the assets are funding a pension liability).

You may have to pay tax when you withdraw some or all of your entitlement from the Fund. If you are under age 60 years the amount of tax you may have to pay will depend upon your age, how the benefit is paid and your eligible service period. Benefits taken after you reach age 60 years are generally tax free.

From 1 July 2007, reasonable benefit limits (RBLs) have been abolished.

Generally, you will not pay tax if you transfer your entitlement (ie cash) from one superannuation fund to another.

#### *When do benefits need to be taken?*

Compulsory cashing events have been abolished. Therefore, members have more freedom to choose when to take their benefits as they will not be forced to draw down on their superannuation benefits.

#### *Contribution rules*

- (a) From 1 July 2007, age based contribution limits have been abolished.
- (b) Subject to certain restrictions, employers and self employed persons can claim a full tax deduction on all superannuation contributions.
- (c) The first \$25,000 of concessional (before tax) contributions is taxed at 15% while the balance is taxed at 45% (ie the top marginal tax rate), plus Medicare levy
- (d) Until 30 June 2012, members who are aged 50 years or more can make concessional contributions of up to \$50,000.
- (e) Contributions over the concessional contributions cap will count against the member's non concessional (after tax) cap and be taxed at the highest marginal rate plus Medicare levy. The additional tax is levied against the member, although the member can nominate a fund to release money to pay the excess contributions tax.

- (f) The cap on the amount of after tax contributions (excluding small business CGT retirement exemption rollovers) is set at \$150,000 per annum (or \$450,000 averaged over three years where the member is under age 65 years as at 1 July in the financial year the contribution is made). After tax contributions in excess of \$150,000 per annum (or \$450,000 averaged over three years where the member is under age 65 years), are taxed at the top marginal rate plus Medicare levy. The additional tax is levied against the member, not the fund, although the member must nominate a fund to release money to pay the excess contributions tax payable on non concessional contributions.
- (g) Funds are prohibited from accepting single contributions in excess of the maximum allowable after tax contributions (ie \$150,000 per annum or \$450,000 averaged over three years for members aged 64 years or less).

*Superannuation income streams & assets testing for the age pension*

- (a) From 20 September 2007, the different types of income streams available have been replaced with one set of minimum standards.
- (b) From 20 September 2007, the assets test exemption for the age pension was abolished. The assets test taper was also halved from \$3 to \$1.50 per fortnight for every \$1,000 of assets over \$157,000. The abolition of the assets test taper and assets test exemption does not apply to complying pensions commenced before 20 September 2007.
- (c) The minimum pension drawdown required for the 2009, 2010 and 2011 income years has been reduced by 50%. For the 2012 income year, the minimum pension drawdown required is to be reduced by 25%, and it will return to normal in the 2013 income year.

*Employer ETPs*

From 1 July 2007, eligible termination payments (ETPs) cannot be rolled over into superannuation funds. However, employees with employer ETPs specified in existing contracts as at 9 May 2006 can roll their employer ETP into superannuation (provided the payment is made by 30 June 2012) and it may be eligible for concessional tax treatment.

**No dispute resolution system**

As the Trustees are not an Australian Financial Services licensee, they are not obliged to have a dispute resolution system to deal with a complaint you may have. If you have any queries or complaints, you should direct those to the Trustees. The contact person and telephone number is provided at the start of this document.

**Cooling off period**

As the Fund is a non public offer superannuation fund, you will not have a 14 day cooling-off period if you make an investment in the Fund.

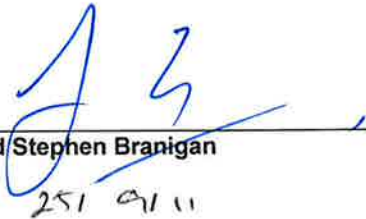

**Labour standards, environmental, social or ethical considerations**

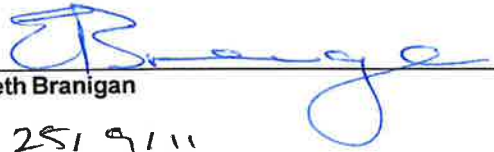
Any labour standards or environmental, social or ethical considerations that are taken into account in the selection, retention or realisation of the investment are outlined below:

.....  
 .....  
 .....  
 .....

If no labour standards or environmental, social or ethical considerations are taken into account in the selection, retention or realisation of the investment, the above section will be left blank by the Trustees.

**Signed for and on behalf of the Trustees**

  
\_\_\_\_\_  
Gerard Stephen Branigan  
Date 25/9/11  


  
\_\_\_\_\_  
Elizabeth Branigan  
Date 25/9/11



**BRANIGAN SUPERANNUATION FUND  
(FUND)**

**NOTICE OF COMPLIANCE**

**Under section 25 of the Superannuation Guarantee (Administration) Act 1992**

(In circumstances where the Employer is contributing  
in respect of a Member for the first time)

TO: **Insert Name of Employer:**  
**Insert ACN:**

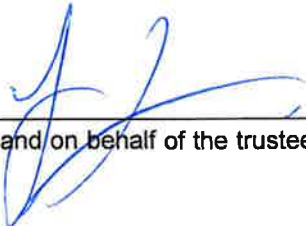
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This statement is to confirm that for the year of income of the Fund to date:

1. The Fund is a resident regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993 (SIS Act);
2. The Fund has been conducted as a complying self managed superannuation fund within the meaning of sections 17A and 42A of the SIS Act and Superannuation Industry (Supervision) Regulations 1994 and that the trustees intend that the Fund continue to be maintained as a complying superannuation fund;
3. The Fund is not subject to a direction under section 63 of the SIS Act; and
4. The Fund will accept superannuation contributions from the employer referred to above.

DATED

25/9/11

  
\_\_\_\_\_  
Signed for and on behalf of the trustees of the Fund

## **SMSF Investment Objectives and Considerations**

As the trustee of a self managed superannuation fund (SMSF) you are required to draft and implement an investment strategy for the SMSF. An investment strategy is a detailed financial plan made by the trustee of an SMSF, in accordance with the provisions of the deed and superannuation laws.

In order to prepare an investment strategy, a trustee should first consider the particular investment objectives for the fund which should, in turn, provide guidance as to the strategy required to achieve that objective. An investment objective should provide the core investment direction for the fund and focus on the safe investment (in relative terms) of the assets of the fund to maximise retirement or death benefits of the members, taking into account the financial needs and risk preferences of the members.

Of course, the investment strategy must comply with legislation and Section 52 of the Superannuation Industry (Supervision) Act 1993 sets out factors that Trustees must consider in formulating their investment strategy, such as:

- The risk involved in making, holding and realising and the likely return from the fund's investments having regard to its objectives and the expected cash flow requirements;
- The composition of the fund's investments as a whole, including the extent to which they are diverse or involve exposure of the fund to risks from inadequate diversification;
- The liquidity of the fund's investments having regard to its expected cash flow requirements;
- The ability of the fund to discharge its existing and prospective liabilities.

Moreover, Section 52(2)(b) of the SIS Act requires that the trustees of superannuation funds exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with the property of another for whom the person felt morally bound to provide.

There are also other legislative considerations, such as whether the investment strategy complies with other SMSF investment restrictions relating to lending and borrowing, related party transactions and the in-house assets rule.

Finally, as always, you must check the fund's trust deed to ensure that any proposed investment is authorised and complies with the provisions of the deed.

It is recommended that a measurable benchmark against which the investment strategy can be assessed is included in the investment strategy, such as achieving a particular return over a particular period of time (after giving due considerations to the various factors set out above).

Finally, it is important to note that the investment strategy should be unique to the requirements of the fund and should take into account the age, income and retirement needs of its members.

The following page sets out a generic investment strategy broadly containing the elements that you should incorporate into your SMSF investment strategy, after taking into account the fund's (and its members') individual circumstances. It is by no means comprehensive, nor definitive, but should serve as a default investment strategy until such time as you may prepare a new investment strategy. This investment strategy should be monitored and reviewed regularly to ensure that it remains appropriate to the whole of the circumstances of your Fund.

Should you require further assistance or information, we suggest that you check the following:

ATO: Running a self-managed super fund (NAT 11032) or check the ATO's website at [www.ato.gov.au/superfunds](http://www.ato.gov.au/superfunds)  
ASIC: Superannuation: Making an investment choice. See [www.fido.gov.au/fido/fido.nsf/byheadline/Superannuation](http://www.fido.gov.au/fido/fido.nsf/byheadline/Superannuation)

## Investment Strategy for the Branigan Superannuation Fund

### Fund Purpose

The purpose of the fund is to provide retirement and death benefits to its members.

### Objective

The investment objective of the fund is to safely invest the assets of the fund to maximise the retirement and/or death benefits of its members, taking into account the financial needs and risk preferences of the members.

### Policy

In order to achieve the investment objective, the fund shall invest in the following types of investment, in such proportions as it determines appropriate but always within the stipulated ranges:

Investment	Range	Applicable Date
Property	% to %	/ /
Australian Shares	% to %	/ /
International Shares	% to %	/ /
Cash	% to %	/ /
Cash Management	% to %	/ /
	% to %	/ /
	% to %	/ /
	% to %	/ /

### Benchmark

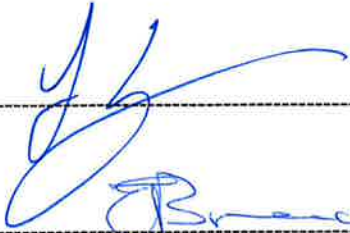
By implementing the investment strategy in accordance with the investment objectives and policy, the trustee seeks to achieve the following returns:


Rate of Return	Period
%	
%	
%	

**Review**

The investment strategy must be reviewed annually and at any other times as considered appropriate by the trustee.

Signed:

  
----- Trustee/Director

  
----- Trustee/Director

Date: 25/9/11