



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: We Can Do Better Superfund
 Client Code: SMIT22 Period Ended: 30 June 2020
 Partner/Manager: Mark/Stuart Accountant: Jay
DUE DATE: 17/05/2021

GENERAL INDEX	WP Ref	N/A	Completed	Reviewed
Points Carried Forward	1	✓		
Check Engagement Letter for Quote \$	2		✓	✓
Financial Statements	3		✓	✓
Depreciation Schedule	4		✓	✓
Income Tax Return	5		✓	✓
Members Annual Statements	6		✓	✓
Client Management Letter	7		✓	✓
Section 290-170 Notices	8	✓		✓
Investment Strategy	9		✓	✓
Minutes	10		✓	✓
Trial Balance	11		✓	✓
Review Notes	12	✓		✓
Query Sheet	13		✓	✓
Bank Reconciliations	14		✓	✓
Trust Tax Statements	15	✓		
Dividend Statements	16	✓		
Capital Gains Tax Reports - BGL	17	✓		
End of Period Closing Figures - Cash on Hand, Debtors and Creditors	18		✓	✓
GST - Complete Worksheet - Note Variances	19	✓		✓
Other Source Documents	20		✓	✓
Tax Reconciliation	21		✓	✓
General Ledger	22		✓	✓
Create Entries Report	23		✓	✓
Tax Agent Portal Reports	24		✓	✓
Market Value of Investments	25		✓	✓
Actuarial Certificate	26	✓		
Pension Documents	27	✓		✓
Early Release of Super	28		✓	✓
Rental Property Summary	29		✓	✓
LRBA Documentation	30		✓	✓
Super Contribution Breakdown Report	31		✓	✓
Trust Deed	32		✓	✓
Trustee Consent	33		✓	✓
Member Application	34		✓	✓
Trustee Declaration	35		✓	✓
Bare Trust Deed	36		✓	✓
2019 TB & Other docs	37		✓	✓

ADMIN - To Do:

Scan workpapers	✓	Print letter	✓
PDF copy to file	✓	Client Records?	N
Payment Slip?	✓	Email / Post	E

Completed By: Jay Date: 25/05/2021
 Reviewed By: Eddy Lee Date: 27/05/2021

REVIEWED

By Eddy Lee at 1:12 pm, May 27, 2021



17 January 2021

Ref: 282827_1

Mr A C & Mrs K E Smith
8-12 Salote Court
CABOOLTURE QLD 4510

Engagement Letter

Dear Allan & Karen

This letter is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide to you.

This engagement includes the following as listed:

- Allan Smith
- Karen Smith
- We Can Do Better Superannuation Fund
- Kan Invest Pty Ltd
- Alkaz Investment Trust
- Alkaz Investment Pty Ltd

Objectives, Scope and Output of the Engagement

This engagement is for the following professional services:

- Preparation and lodgement with the Australian Taxation Office, of the annual Income Tax Return and Financial Statements commencing with the financial year ended 30 June 2021 for:
 - We Can Do Better Superannuation Fund
- Preparation and lodgement with the Australian Taxation Office, of the annual Income Tax Returns commencing with the financial year ended 30 June 2021 for:
 - Allan Smith
 - Karen Smith

Only the services which are listed above are included within the scope of this engagement. If there is additional work that you wish us to carry out which is not listed above, please let us know and we will discuss with you whether that additional work can be included in this engagement.

We will provide the professional services to you in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB).

No audit or review will be performed and, accordingly, no assurance will be expressed. Unless otherwise agreed, our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur. However, we will inform you if we become aware of such matters.

As part of our professional services, we will provide you with the following:

- Copy of the annual Income Tax Returns and Financial Statements via Electronic Package
- Any other report or document we deem necessary to properly discharge our obligation to the company and its associates under this engagement.

We disclaim any assumption of responsibility for any reliance on our professional services by any party other than those specified or agreed, and for the purpose other than that for which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

Fees

Unless otherwise agreed with you or required by law, our fees (plus GST) will be charged per hour at the following rate:

- Partner Rate: \$240
- Manager Rate: \$200
- Senior Rate: \$180
- Intermediate Rate \$140
- Bookkeeper Rate: \$80
- Admin Rate: \$80

Our Invoices are payable within our 14 day trading terms

This fee arrangement may be subject to change if the following circumstances should occur

- The accounting data within your software program is corrupted and we are engaged to assist with the restoration of the correct balanced data;
- We experience difficulty in obtaining the necessary information from you or other parties in order that we may properly discharge our obligation to you under this engagement;
- We are requested to undertake a project not covered by this engagement.

Please note our hourly rates (plus GST) will be charged per hour for any work requested by you that is not covered by this engagement.

Any additional work outside the scope of the engagement will be invoiced and payable within our 14 day trading terms

You must provide us with complete, clear, accurate, meaningful and timely instructions, and all information and documents requested by us, or necessary for us to carry out the work you have engaged us to carry out.

You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us.

The fee for this service does not cover any inquiries made to us or investigations involving us conducted by the Australian Taxation Office. Substantial penalties apply for an incorrectly prepared income tax return. If you have any queries in respect to this, please contact our office for assistance.

This fee does not include the ASIC annual company Registered Office fee, nor any corporate secretarial updates you request or are required by you as part of your obligation with the ASIC, for which we will invoice separately.

This fee does not include any software subscription charges or other disbursements that may be paid on your behalf. These will be on charged to your account.

Confidentiality

We shall take all reasonable steps to keep confidential all confidential information you disclose to us as part of our engagement, except where you permit us to disclose it or where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of a quality review.

Our files may be subject to review as part of the quality control review program of CPA, IPA and/or CA which monitors compliance with professional standards by its members. By accepting our engagement you acknowledge that, if required, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

We reserve the right, for the purpose of promotional activity, training or for similar business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

Involvement of third parties

From time to time the completion of an engagement requires input from complimentary professionals and external businesses.

Where this is required, any and all data provided, is done so under a strict confidentiality agreement.

Data Protection

Where you disclose personal information regarding a third party (including your directors and employees), you confirm that you have complied with the *Privacy Act 1998* (Cth), including that the personal information was

lawfully collected, that you are entitled to disclose the personal information to us, and that we may use and disclose the personal information in the course of providing our services to you.

We will comply with the provisions of the *Privacy Act 1998* (Cth) and the *Australian Privacy Principles* when processing personal data.

In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

Limitation of Liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or willful default.

Our liability may also be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <http://www.psc.gov.au>

Ownership of documents

All original documents that we obtain from you arising from the engagement remain your property. However, you agree that we may make a reasonable number of copies of the original documents for our records and to provide the services to you.

We retain all copyright in any document prepared by us during the course of carrying out the engagement for you, save for where the law specifically provides otherwise.

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

Access to Records - Tax Agent Portal

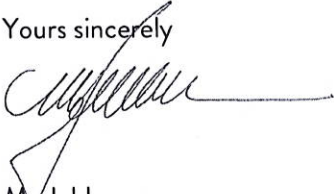
To assist Herron Accountants (TAN 79549002) undertake the work detailed here for you, we will be required to view personal information via our Tax Agent Portal. In signing this agreement, you acknowledge and grant permission for us to add the listed entities and access your personal records and information via the tax agent business portal. This includes access to all ATO accounts.

ATO communication preferences will be set to go directly via yourselves as indicated in our Client Details Form. Please be aware that the ATO may choose to liaise with you via your MyGov account should you have one. We download and review ATO correspondence daily and we will be in touch to clarify any correspondence that we observe has been issued to you that requires further explanation.

Acceptance of Terms

You can accept this offer by signing and returning to us a signed copy of this letter, to indicate that you agree to be bound by these terms for this engagement and any future engagements between us, unless we advise you of any change.

Yours sincerely



Mark Herron
Director

Acknowledged on behalf of the following listed entities:

- Allan Smith
- Karen Smith
- We Can Do Better Superannuation Fund
- Kan Invest Pty Ltd
- Alkaz Investment Trust
- Alkaz Investment Pty Ltd

Signature of client:



Allan Smith

SIGN HERE

Signature of client:



Karen Smith

SIGN HERE

Financial statements and reports for the year ended
30 June 2020

We Can Do Better Superannuation Fund

We Can Do Better Superannuation Fund

Reports Index

Statement of Financial Position

Detailed Statement of Financial Position

Operating Statement

Detailed Operating Statement

Notes to the Financial Statements

Statement of Taxable Income

Trustees Declaration

Investment Summary with Market Movement

We Can Do Better Superannuation Fund

Statement of Financial Position

As at 30 June 2020

	Note	2020 \$	2019 \$
Assets			
Investments			
Plant and Equipment (at written down value) - Unitised	2	5,113.39	5,695.00
Real Estate Properties (Australian - Residential)	3	450,000.00	409,984.00
Total Investments		<u>455,113.39</u>	<u>415,679.00</u>
Other Assets			
Borrowing Costs		1,672.27	2,202.50
Westpac DIY Super Savings Account		3,006.51	7,924.79
Westpac DIY Super Working Account		3,488.06	2,416.89
Westpac Business Flexi		4.44	4.44
Total Other Assets		<u>8,171.28</u>	<u>12,548.62</u>
Total Assets		<u>463,284.67</u>	<u>428,227.62</u>
Less:			
Liabilities			
Income Tax Payable		679.50	0.00
PAYG Payable		366.00	0.00
Sundry Creditors		295.70	(1.40)
Deferred Tax Liability		3,815.43	0.00
Limited Recourse Borrowing Arrangements		213,176.37	221,622.77
Total Liabilities		<u>218,333.00</u>	<u>221,621.37</u>
Net assets available to pay benefits		<u>244,951.67</u>	<u>206,606.25</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	4, 5		
Smith, Karen Elizabeth - Accumulation		131,101.07	105,247.59
Smith, Allan Charles - Accumulation		113,850.60	101,358.66
Total Liability for accrued benefits allocated to members' accounts		<u>244,951.67</u>	<u>206,606.25</u>

We Can Do Better Superannuation Fund

Detailed Statement of Financial Position

As at 30 June 2020

	Note	2020 \$	2019 \$
Assets			
Investments			
Plant and Equipment (at written down value) - Unitised	2		
Plant & Equipment 12 Kingston Court		4,271.25	5,695.00
Water Pump 12 Kingston Court		842.14	0.00
Real Estate Properties (Australian - Residential)	3		
12 Kingston Court, North Lakes QLD, Australia		450,000.00	409,984.00
Total Investments		<u>455,113.39</u>	<u>415,679.00</u>
Other Assets			
Bank Accounts			
Westpac Business Flexi		4.44	4.44
Westpac DIY Super Savings Account		3,006.51	7,924.79
Westpac DIY Super Working Account		3,488.06	2,416.89
Borrowing Costs		1,672.27	2,202.50
Total Other Assets		<u>8,171.28</u>	<u>12,548.62</u>
Total Assets		<u>463,284.67</u>	<u>428,227.62</u>
Less:			
Liabilities			
Income Tax Payable		679.50	0.00
Limited Recourse Borrowing Arrangements			
Westpac Investment Property Loan		213,176.37	221,622.77
PAYG Payable		366.00	0.00
Sundry Creditors		295.70	(1.40)
Deferred Tax Liability		3,815.43	0.00
Total Liabilities		<u>218,333.00</u>	<u>221,621.37</u>
Net assets available to pay benefits		<u>244,951.67</u>	<u>206,606.25</u>
Represented By :			
Liability for accrued benefits allocated to members' accounts			
	4, 5		
Smith, Karen Elizabeth - Accumulation		131,101.07	105,247.59
Smith, Allan Charles - Accumulation		113,850.60	101,358.66
Total Liability for accrued benefits allocated to members' accounts		<u>244,951.67</u>	<u>206,606.25</u>

We Can Do Better Superannuation Fund

Operating Statement

For the year ended 30 June 2020

	Note	2020	2019
		\$	\$
Income			
Investment Income			
Interest Received		10.71	92.91
Property Income		20,357.37	20,559.40
Investment Gains			
Changes in Market Values	7	40,016.00	0.00
Contribution Income			
Employer Contributions		20,542.02	19,852.41
Other Income			
Interest Received ATO General Interest Charge		0.81	0.00
Total Income		<u>80,926.91</u>	<u>40,504.72</u>
Expenses			
Administration Costs		0.00	106.00
ATO Supervisory Levy		259.00	259.00
ASIC Fees		108.00	0.00
Bank Charges		10.00	0.00
Borrowing Expenses		530.23	448.66
Depreciation		1,861.61	935.00
Interest on loans (LRBA)		0.00	13,395.66
Interest Paid		1.19	0.00
Property Expenses - Council Rates		1,930.20	1,937.60
Property Expenses - Insurance Premium		665.58	711.08
Property Expenses - Interest on Loans		11,733.60	0.00
Property Expenses - Pest Control		575.00	0.00
Property Expenses - Repairs Maintenance		189.00	2,142.72
Property Expenses - Agent Fees		1,774.52	2,138.52
Property Expenses - Water Rates		1,435.00	1,248.27
		<u>21,072.93</u>	<u>23,322.51</u>
Member Payments			
Life Insurance Premiums		5,549.63	6,083.34
Total Expenses		<u>26,622.56</u>	<u>29,405.85</u>
Benefits accrued as a result of operations before income tax			
		<u>54,304.35</u>	<u>11,098.87</u>
Income Tax Expense	8	5,958.93	1,664.70
Benefits accrued as a result of operations		<u>48,345.42</u>	<u>9,434.17</u>

We Can Do Better Superannuation Fund

Detailed Operating Statement

For the year ended 30 June 2020

	2020	2019
	\$	\$
Income		
Interest Received		
Westpac DIY Super Savings Account	0.00	88.01
Westpac DIY Super Working Account	10.71	4.90
	<u>10.71</u>	<u>92.91</u>
Property Income		
12 Kingston Court, North Lakes QLD, Australia	20,357.37	20,559.40
	<u>20,357.37</u>	<u>20,559.40</u>
Contribution Income		
Employer Contributions - Concessional		
Allan Charles Smith	8,572.14	7,242.10
Karen Elizabeth Smith	11,969.88	12,610.31
	<u>20,542.02</u>	<u>19,852.41</u>
Other Income		
Interest Received ATO General Interest Charge	0.81	0.00
	<u>0.81</u>	<u>0.00</u>
Investment Gains		
Unrealised Movements in Market Value		
Real Estate Properties (Australian - Residential)		
12 Kingston Court, North Lakes QLD, Australia	40,016.00	0.00
	<u>40,016.00</u>	<u>0.00</u>
Changes in Market Values		
	<u>40,016.00</u>	<u>0.00</u>
Total Income		
	<u>80,926.91</u>	<u>40,504.72</u>
Expenses		
Administration Costs	0.00	106.00
ASIC Fees	108.00	0.00
ATO Supervisory Levy	259.00	259.00
Bank Charges	10.00	0.00
Borrowing Expenses	530.23	448.66
Interest Paid	1.19	0.00
	<u>908.42</u>	<u>813.66</u>
Depreciation		
12 Kingston Court, North Lakes QLD, Australia	0.00	935.00
Plant & Equipment 12 Kingston Court	1,423.75	0.00
Water Pump 12 Kingston Court	437.86	0.00
	<u>1,861.61</u>	<u>935.00</u>
Interest on loans (LRBA)		
12 Kingston Court, North Lakes QLD, Australia	0.00	13,395.66
	<u>0.00</u>	<u>13,395.66</u>
Property Expenses - Agent Fees		
12 Kingston Court, North Lakes QLD, Australia	1,774.52	2,138.52
	<u>1,774.52</u>	<u>2,138.52</u>
Property Expenses - Council Rates		

We Can Do Better Superannuation Fund

Detailed Operating Statement

For the year ended 30 June 2020

	2020	2019
	\$	\$
12 Kingston Court, North Lakes QLD, Australia	1,930.20	1,937.60
	<u>1,930.20</u>	<u>1,937.60</u>
Property Expenses - Insurance Premium		
12 Kingston Court, North Lakes QLD, Australia	665.58	711.08
	<u>665.58</u>	<u>711.08</u>
Property Expenses - Interest on Loans		
12 Kingston Court, North Lakes QLD, Australia	11,733.60	0.00
	<u>11,733.60</u>	<u>0.00</u>
Property Expenses - Pest Control		
12 Kingston Court, North Lakes QLD, Australia	575.00	0.00
	<u>575.00</u>	<u>0.00</u>
Property Expenses - Repairs Maintenance		
12 Kingston Court, North Lakes QLD, Australia	189.00	2,142.72
	<u>189.00</u>	<u>2,142.72</u>
Property Expenses - Water Rates		
12 Kingston Court, North Lakes QLD, Australia	1,435.00	1,248.27
	<u>1,435.00</u>	<u>1,248.27</u>
Member Payments		
Life Insurance Premiums		
Smith, Allan Charles - Accumulation (Accumulation)	2,542.23	3,117.91
Smith, Karen Elizabeth - Accumulation (Accumulation)	3,007.40	2,965.43
	<u>5,549.63</u>	<u>6,083.34</u>
Total Expenses	<u>26,622.56</u>	<u>29,405.85</u>
Benefits accrued as a result of operations before income tax	<u>54,304.35</u>	<u>11,098.87</u>
Income Tax Expense		
Income Tax Expense	5,958.93	1,664.70
Total Income Tax	<u>5,958.93</u>	<u>1,664.70</u>
Benefits accrued as a result of operations	<u>48,345.42</u>	<u>9,434.17</u>

We Can Do Better Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2020

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 associated Regulations, the trust deed of the Fund and the needs of members.

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

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 market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an 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 value has 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 is 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 to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is recognised at the fair value of the consideration received or receivable.

We Can Do Better Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2020

Interest revenue

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

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 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 acquired during the period).

Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

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. Income Tax

The income tax expense (income) for the year comprises current income tax expense (income) and deferred tax expense (income).

Current tax expense charged to profit or loss is the tax payable on taxable income. Current tax liabilities (assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

Deferred income tax expense reflects movements in deferred tax liability balances during the year as well as unused tax losses.

No deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, and their measurement also reflects the manner in which the trustees expect to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

f. 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.

We Can Do Better Superannuation Fund
Notes to the Financial Statements

For the year ended 30 June 2020

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: Plant and Equipment (at written down value) - Unitised

	2020 \$	2019 \$
Plant & Equipment 12 Kingston Court	4,271.25	5,695.00
Water Pump 12 Kingston Court	842.14	0.00
	5,113.39	5,695.00

Note 3: Real Estate Properties (Australian - Residential)

	2020 \$	2019 \$
12 Kingston Court, North Lakes QLD, Australia	450,000.00	409,984.00
	450,000.00	409,984.00

Note 4: Liability for Accrued Benefits

	2020 \$	2019 \$
Liability for accrued benefits at beginning of year	206,606.25	0.00
Benefits accrued as a result of operations	48,345.42	9,434.17
Current year member movements	(10,000.00)	197,172.08
Liability for accrued benefits at end of year	244,951.67	206,606.25

Note 5: Vested Benefits

Vested benefits are benefits that 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.

	2020 \$	2019 \$
Vested Benefits	244,951.67	206,606.25

Note 6: Guaranteed Benefits

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

Note 7: Changes in Market Values

Unrealised Movements in Market Value

	2020 \$	2019 \$
--	------------	------------

We Can Do Better Superannuation Fund
Notes to the Financial Statements

For the year ended 30 June 2020

Real Estate Properties (Australian - Residential)		
12 Kingston Court, North Lakes QLD, Australia	40,016.00	0.00
	40,016.00	0.00
Total Unrealised Movement	40,016.00	0.00
Realised Movements in Market Value		
	2020	2019
	\$	\$
Total Realised Movement	0.00	0.00
Changes in Market Values	40,016.00	0.00
Note 8: Income Tax Expense		
	2020	2019
	\$	\$
The components of tax expense comprise		
Current Tax	2,143.50	0.00
Deferred Tax Liability/Asset	3,815.43	0.00
Income Tax Expense	5,958.93	0.00
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%	8,145.65	0.00
Less:		
Tax effect of:		
Increase in MV of Investments	6,002.40	0.00
Add:		
Tax effect of:		
Rounding	0.25	0.00
Income Tax on Taxable Income or Loss	2,143.50	0.00
Less credits:		
Current Tax or Refund	2,143.50	0.00

We Can Do Better Superannuation Fund

Statement of Taxable Income

For the year ended 30 June 2020

	2020
	\$
Benefits accrued as a result of operations	54,304.35
Less	
Increase in MV of investments	40,016.00
	<hr/> 40,016.00
SMSF Annual Return Rounding	1.65
	<hr/> 14,290.00
Taxable Income or Loss	<hr/> 14,290.00
Income Tax on Taxable Income or Loss	2,143.50
	<hr/>
CURRENT TAX OR REFUND	<hr/> 2,143.50
Supervisory Levy	259.00
Income Tax Instalments Paid	(1,464.00)
	<hr/> 938.50
AMOUNT DUE OR REFUNDABLE	<hr/> 938.50

We Can Do Better Superannuation Fund Trustees Declaration

Kan Invest Pty Ltd ACN: 134400481

The directors of the trustee company have determined that the Fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2020 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2020 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2020.

Specifically, the directors of the trustee company declare that:

- in accordance with s120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the Fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s50 of the Superannuation Industry (Supervision) Act 1993 and reg13.14 of the Superannuation Industry (Supervision) Regulations 1994; and
- to the knowledge of the directors of the trustee company, there have been no events or transactions subsequent to the balance date which could have a material impact on the Fund. Where such events have occurred, the effect of such events has been accounted and noted in the Fund's financial statements.

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

.....
Karen Elizabeth Smith
Kan Invest Pty Ltd
Director

.....
Allan Charles Smith
Kan Invest Pty Ltd
Director

Dated this day of

We Can Do Better Superannuation Fund

Investment Summary with Market Movement

As at 30 June 2020

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement
						Overall	Current Year	
Cash/Bank Accounts								
Westpac Business Flexi		4.440000	4.44	4.44	4.44			
Westpac DIY Super Savings Account		3,006.510000	3,006.51	3,006.51	3,006.51			
Westpac DIY Super Working Account		3,488.060000	3,488.06	3,488.06	3,488.06			
			6,499.01		6,499.01			
Plant and Equipment (at written down value) - Unitised								
PE12Kingston Plant & Equipment 12 Kingston Court	1.00	4,271.250000	4,271.25	5,695.00	5,695.00	(1,423.75)	0.00	0.00
WaterPump Water Pump 12 Kingston Court	1.00	842.140000	842.14	1,280.00	1,280.00	(437.86)	0.00	0.00
			5,113.39		6,975.00	(1,861.61)	0.00	0.00
Real Estate Properties (Australian - Residential)								
12kin1 12 Kingston Court, North Lakes QLD, Australia	1.00	450,000.000000	450,000.00	409,984.00	409,984.00	40,016.00	40,016.00	0.00
			450,000.00		409,984.00	40,016.00	40,016.00	0.00
			461,612.40		423,458.01	38,154.39	40,016.00	0.00

We Can Do Better Superannuation Fund

Depreciation Schedule

For The Period 01 July 2019 - 30 June 2020

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments			Depreciation				
				Disposals/ Decrease	Additions/ Increase	Total Value For Depreciation ¹	Method	Rate	Calculated Depreciation ²	Posted Depreciation ³	Closing Written Down Value
Plant and Equipment (at written down value) - Unitised											
Plant & Equipment 12 Kingston Court											
	30/06/2019	5,695.00	5,695.00			5,695.00	Diminishing Value	25.00 %	1,423.75	1,423.75	4,271.25
Water Pump 12 Kingston Court											
	23/08/2019				1,280.00	1,094.64	Diminishing Value	40.00 %	437.86	437.86	842.14
		5,695.00	5,695.00		1,280.00	6,789.64			1,861.61	1,861.61	5,113.39
		5,695.00	5,695.00		1,280.00	6,789.64				1,861.61	5,113.39

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

Self-managed superannuation fund annual return **2020**

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 2020* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2020* (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 (NAT 3036).

To complete this annual return

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

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--
- Place in ALL applicable boxes.

- Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

- ❗ 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.

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

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

- | | | |
|--|-------------|-----|
| Is this an amendment to the SMSF's 2020 return? | A No | Yes |
| Is this the first required return for a newly registered SMSF? | B No | Yes |

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** Day / Month / YearWas Part A of the audit report qualified? **B** No YesWas Part B of the audit report qualified? **C** No YesIf Part B of the audit report was qualified,
have the reported issues been rectified? **D** No Yes**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account. **▶** Go to C.**B Financial institution account details for tax refunds**

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

BSB number

Account number

Account name

C Electronic service address aliasProvide 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** No Yes Fund benefit structure **B** Code
 Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No **▶** Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes **▶** Go to Section B: Income.

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

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

Section B: Income

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

11 Income

Did you have a capital gains tax (CGT) event during the year?

G No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2020*.

Have you applied an exemption or rollover?

M No Yes

Code

Net capital gain **A** \$

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

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income		Loss
D1 \$	Net foreign income	D \$

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

Transfers from foreign funds **F** \$

Gross payments where ABN not quoted **H** \$

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus [#]No-TFN-quoted contributions

R3 \$

(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6 \$

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

Calculation of non-arm's length income

*Net non-arm's length private company dividends

U1 \$

plus *Net non-arm's length trust distributions

U2 \$

plus *Net other non-arm's length income

U3 \$

*Other income **S** \$

*Assessable income due to changed tax status of fund **T** \$

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

#This is a mandatory label.

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

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

Exempt current pension income **Y** \$

TOTAL ASSESSABLE INCOME **V** \$
(**W** less **Y**)

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 \$		A2 \$
Interest expenses overseas	B1 \$		B2 \$
Capital works expenditure	D1 \$		D2 \$
Decline in value of depreciating assets	E1 \$		E2 \$
Insurance premiums – members	F1 \$		F2 \$
SMSF auditor fee	H1 \$		H2 \$
Investment expenses	I1 \$		I2 \$
Management and administration expenses	J1 \$		J2 \$
Forestry managed investment scheme expense	U1 \$		U2 \$
Other amounts	L1 \$	Code	L2 \$
Tax losses deducted	M1 \$		

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

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

#TAXABLE INCOME OR LOSS Loss
O \$
(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

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

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2020* on how to complete the calculation statement.

#Taxable income	A \$	<i>(an amount must be included even if it is zero)</i>
#Tax on taxable income	T1 \$	<i>(an amount must be included even if it is zero)</i>
#Tax on no-TFN-quoted contributions	J \$	<i>(an amount must be included even if it is zero)</i>

Gross tax **B \$**

(T1 plus J)

Foreign income tax offset

C1 \$

Rebates and tax offsets

C2 \$

Non-refundable non-carry forward tax offsets

C \$

(C1 plus C2)

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset

D1 \$

Early stage venture capital limited partnership tax offset carried forward from previous year

D2 \$

Early stage investor tax offset

D3 \$

Early stage investor tax offset carried forward from previous year

D4 \$

Non-refundable carry forward tax offsets

D \$

(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 \$

No-TFN tax offset

E2 \$

National rental affordability scheme tax offset

E3 \$

Exploration credit tax offset

E4 \$

Refundable tax offsets

E \$

(E1 plus E2 plus E3 plus E4)

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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 (Remainder of refundable tax offsets)	I \$	<i>(unused amount from label E – an amount must be included even if it is zero)</i>
--	-------------	---

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

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

#This is a mandatory label.

Section E: Losses**14 Losses**

! If total loss is greater than \$100,000, complete and attach a Losses schedule 2020.

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

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

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 \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

MEMBER 2

Title: Mr Mrs Miss Ms Other
 Family name

First given name Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

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 \$

TOTAL CONTRIBUTIONS N \$
 (Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance **S1** \$

Inward rollovers and transfers **P** \$

Retirement phase account balance – Non CDBIS **S2** \$

Outward rollovers and transfers **Q** \$

Retirement phase account balance – CDBIS **S3** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$
 (**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Sensitive (when completed)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

<p>Limited recourse borrowing arrangements</p> <p>Australian residential real property J1 \$</p> <p>Australian non-residential real property J2 \$</p> <p>Overseas real property J3 \$</p> <p>Australian shares J4 \$</p> <p>Overseas shares J5 \$</p> <p>Other J6 \$</p> <p>Property count J7 \$</p>	<p>Cash and term deposits E \$</p> <p>Debt securities F \$</p> <p style="margin-left: 100px;">Loans G \$</p> <p>Listed shares H \$</p> <p>Unlisted shares I \$</p> <p style="text-align: center;">Limited recourse borrowing arrangements J \$</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="margin-left: 40px;">Non-residential real property K \$</p> <p style="margin-left: 40px;">Residential real property L \$</p> <p style="margin-left: 40px;">Collectables and personal use assets M \$</p> <p style="margin-left: 40px;">Other assets O \$</p> </div>
---	---

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

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

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$

(Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

A No Yes **B** \$

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements

V1 \$

Permissible temporary borrowings

V2 \$

Other borrowings

V3 \$Borrowings **V \$**

Total member closing account balances (total of all **CLOSING ACCOUNT BALANCES** from Sections F and G) **W \$**

Reserve accounts **X \$**Other liabilities **Y \$****TOTAL LIABILITIES Z \$****Section I: Taxation of financial arrangements****17 Taxation of financial arrangements (TOFA)**Total TOFA gains **H \$**Total TOFA losses **I \$****Section J: Other information****Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2019-20 income year, write **2020**). **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 2020*. **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 2020* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2020*. **D**

Section K: Declarations

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the **Taxation Administration Act 1953** to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

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. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the Self-managed superannuation fund annual return 2020 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 Day / Month / Year

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Capital gains tax (CGT) schedule

2020

When completing this form

- Print clearly, using a black or dark blue pen only.
- Use BLOCK LETTERS and print one character in each box.

S	M	I	T	H		S	T										
---	---	---	---	---	--	---	---	--	--	--	--	--	--	--	--	--	--

- Do not use correction fluid or covering stickers.
- Sign next to any corrections with your **full signature** (not initials).

- Use in conjunction with company, trust, fund income tax return or the self-managed superannuation fund annual return.
- Refer to the *Guide to capital gains tax 2020* available on our website at ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

I We are authorised by law to request your TFN. You do not have to quote your TFN. However, if you don't it could increase the chance of delay or error in processing your form.

Australian business number (ABN)

Taxpayer's name

1 Current year capital gains and capital losses

	Capital gain		Capital loss
Shares in companies listed on an Australian securities exchange	A \$		K \$
Other shares	B \$		L \$
Units in unit trusts listed on an Australian securities exchange	C \$		M \$
Other units	D \$		N \$
Real estate situated in Australia	E \$		O \$
Other real estate	F \$		P \$
Amount of capital gains from a trust (including a managed fund)	G \$		
Collectables	H \$		Q \$
Other CGT assets and any other CGT events	I \$		R \$
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$		
Total current year capital gains	J \$		

Add the amounts at labels **K** to **R** and write the total in item 2 label **A – Total current year capital losses**.

2 Capital losses

Total current year capital losses **A \$**

Total current year capital losses applied **B \$**

Total prior year net capital losses applied **C \$**

Total capital losses transferred in applied
(only for transfers involving a foreign bank branch or
permanent establishment of a foreign financial entity) **D \$**

Total capital losses applied **E \$**

Add amounts at **B**, **C** and **D**.

3 Unapplied net capital losses carried forward

Net capital losses from collectables carried forward to later income years **A \$**

Other net capital losses carried forward to later income years **B \$**

Add amounts at **A** and **B** and transfer the total
to label **V – Net capital losses carried forward
to later income years** on your tax return.

4 CGT discount

Total CGT discount applied **A \$**

5 CGT concessions for small business

Small business active asset reduction **A \$**

Small business retirement exemption **B \$**

Small business rollover **C \$**

Total small business concessions applied **D \$**

6 Net capital gain

Net capital gain **A \$**

1J less 2E less 4A less 5D (cannot be less than
zero). Transfer the amount at **A** to label **A – Net
capital gain** on your tax return.

7 Earnout arrangements

Are you a party to an earnout arrangement? **A** Yes, as a buyer **Yes, as a seller** **No**
(Print in the appropriate box.)

! If you are a party to more than one earnout arrangement, copy and attach a separate sheet to this schedule providing the details requested here for each additional earnout arrangement.

How many years does the earnout arrangement run for? **B**

What year of that arrangement are you in? **C**

If you are the seller, what is the total estimated capital proceeds from the earnout arrangement? **D** \$

Amount of any capital gain or loss you made under your non-qualifying arrangement in the income year. **E** \$ / ^{LOSS}

! **Request for amendment**

If you received or provided a financial benefit under a look-through earnout right created in an earlier income year and you wish to seek an amendment to that earlier income year, complete the following:

Income year earnout right created **F**

Amended net capital gain or capital losses carried forward **G** \$ / ^{LOSS}

8 Other CGT information required (if applicable)

Small business 15 year exemption – exempt capital gains **A** \$ / ^{CODE}

Capital gains disregarded by a foreign resident **B** \$

Capital gains disregarded as a result of a scrip for scrip rollover **C** \$

Capital gains disregarded as a result of an inter-company asset rollover **D** \$

Capital gains disregarded by a demerging entity **E** \$

Taxpayer's declaration

! If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided 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 ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

I declare that the information on this form is true and correct.

Signature

Date

Day

Month

Year

/ /

Contact name

Daytime contact number (include area code)

Losses schedule

2020

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2020 tax return. Superannuation funds should complete and attach this schedule to their 2020 tax return.

Print neatly in BLOCK LETTERS with a black or blue ballpoint pen only. Print one letter or number in each box. Do not use correction fluid or tape.

Place in all applicable boxes.

Refer to *Losses schedule instructions 2020*, available on our website ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

Name of entity

Australian business number

Part A – Losses carried forward to the 2020–21 income year – excludes film losses

1 Tax losses carried forward to later income years

Year of loss	
2019–20	B
2018–19	C
2017–18	D
2016–17	E
2015–16	F
2014–15 and earlier income years	G
Total	U

Transfer the amount at **U** to the **Tax losses carried forward to later income years** label on your tax return.

2 Net capital losses carried forward to later income years

Year of loss	
2019–20	H
2018–19	I
2017–18	J
2016–17	K
2015–16	L
2014–15 and earlier income years	M
Total	V

Transfer the amount at **V** to the **Net capital losses carried forward to later income years** label on your tax return.

Part B – Ownership and business continuity test – company and listed widely held trust only

Complete item 3 of Part B if a loss is being carried forward to later income years and the business continuity test has to be satisfied in relation to that loss.

Do not complete items 1 or 2 of Part B if, in the 2019–20 income year, no loss has been claimed as a deduction, applied against a net capital gain or, in the case of companies, losses have not been transferred in or out.

1 Whether continuity of majority ownership test passed

Note: If the entity has deducted, applied, transferred in or transferred out (as applicable) in the 2019–20 income year a loss incurred in any of the listed years, print **X** in the **Yes** or **No** box to indicate whether the entity has satisfied the continuity of majority ownership test in respect of that loss.

Year of loss			
2019–20	A	Yes	No
2018–19	B	Yes	No
2017–18	C	Yes	No
2016–17	D	Yes	No
2015–16	E	Yes	No
2014–15 and earlier income years	F	Yes	No

2 Amount of losses deducted/applied for which the continuity of majority ownership test is not passed but the business continuity test is satisfied – excludes film losses

Tax losses **G**

Net capital losses **H**

3 Losses carried forward for which the business continuity test must be satisfied before they can be deducted/applied in later years – excludes film losses

Tax losses **I**

Net capital losses **J**

4 Do current year loss provisions apply?

Is the company required to calculate its taxable income or tax loss for the year under Subdivision 165-B or its net capital gain or net capital loss for the year under Subdivision 165-CB of the *Income Tax Assessment Act 1997* (ITAA 1997)?

K Yes No

Part C – Unrealised losses – company only

Note: These questions relate to the operation of Subdivision 165-CC of ITAA 1997.

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?

L Yes No

If you printed **X** in the **No** box at **L**, do not complete **M**, **N** or **O**.

At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?

M Yes No

If you printed **X** in the **No** box at **M**, has the company determined it had an unrealised net loss at the changeover time?

N Yes No

If you printed **X** in the **Yes** box at **N**, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?

O

Part D – Life insurance companies

Complying superannuation class tax losses carried forward to later income years **P**

Complying superannuation net capital losses carried forward to later income years **Q**

Part E – Controlled foreign company losses

Current year CFC losses **M**

CFC losses deducted **N**

CFC losses carried forward **O**

Part F – Tax losses reconciliation statement

Balance of tax losses brought forward from the prior income year **A**

ADD Uplift of tax losses of designated infrastructure project entities **B**

SUBTRACT Net forgiven amount of debt **C**

ADD Tax loss incurred (if any) during current year **D**

ADD Tax loss amount from conversion of excess franking offsets **E**

SUBTRACT Net exempt income **F**

SUBTRACT Tax losses forgone **G**

SUBTRACT Tax losses deducted **H**

SUBTRACT Tax losses transferred out under Subdivision 170-A
(only for transfers involving a foreign bank branch or a PE of a foreign financial entity) **I**

Total tax losses carried forward to later income years **J**

Transfer the amount at **J** to the **Tax losses carried forward to later income years** label on your tax return.

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided 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 ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

Taxpayer's declaration

I declare that the information on this form is true and correct.

Signature

Date Day / Month / Year

Contact person

Daytime contact number (include area code)

.....**Electronic Lodgment Declaration (SMSF)**

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

Privacy

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

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

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	Name of Fund	Year
-----------------	--------------	------

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

Important

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

Declaration:

I declare that:

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

Signature of Partner, Trustee, or Director

Date

/ /

ELECTRONIC FUNDS TRANSFER CONSENT

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

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

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

5 Wt i bhBUa Y.....

.....

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

Signature

Date

/ /

.....Tax Agent's 8 YWUfUjcb

I declare that:

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

Agent's signature.....

Date

Contact name

Client Reference

Agent's Phone Number.....

HU '5 [YbhBi a VYf



2020 Client Substantiation Declaration

I **confirm** that you have advised me that I must demonstrate that I have incurred an expense for income producing purposes. In addition, you have advised me of the stringent SUBSTANTIATION legislation I must satisfy in relation to work, car and business travel expenses.

In addition, you have informed me that I must obtain original receipts and keep them for a minimum of five years from the date my return is lodged. The receipts must contain the following details:

- name of supplier;
- amount of expense;
- nature of goods and services (noting the specific type of items purchased or expenditure incurred which I am able to personally record up to the date of lodgement of my return where not adequately noted by the supplier);
- date of expense (which I am able to personally record where not noted by the supplier); and
- the date of the documents.

Penalties to apply with incorrect returns

You have also advised me that additional tax, penalties, interest and possible prosecution action may be taken against me by the ATO if I provide details which lead to an incorrect tax return being lodged.

Income from sources in and out of Australia for the year of income

You have advised me that as an Australian resident I must declare income from all sources, in **and out** of Australia, including net capital gains received, for the year of income in my tax return.

Apportionment

Where items are used for both business and private purposes, e.g., car, mobile telephone, home telephone, computer etc, I have records to verify my business usage claim. In addition, my employer will verify that it was necessary to incur such expenditure in earning my assessable income. Further, I have instructed you to prepare the return based on me being able to produce these records, if required.

Audit matters

I further confirm that:

- I. I am aware of the procedures to follow if a document is lost or destroyed;
- II. I may be required to verify any income or expense item noted in my return in the event of an ATO audit;
- III. I understand the Substantiation schedules I completed for all work, car and travel expense claims under self assessment; and
- IV. I have read and understood the return prepared for me.

I declare that:

- a. I have disclosed and you have returned all of the income, including net capital gains which I have earned/received, for the 2020 income year.
- b. All income declared, claims for deductions and tax offsets/rebates included in my return are based on my specific instructions and advice that I satisfy the relevant taxation requirements.
- c. I have all receipts or documentation necessary to substantiate the above claims and I will make them available if required by the Tax Office; and
- d. You have clarified what written evidence (including car/travel records) will be required during an audit and penalties, (including prosecution) that may be applied if incorrect claims are identified in an audit situation.

Dated the day of year

Name: We Can Do Better Superannuation Fund

Signature of taxpayer:

We Can Do Better Superannuation Fund

Members Statement

Karen Elizabeth Smith
 8-12 Salote Court
 Caboolture, Queensland, 4510, Australia

Your Details

Date of Birth : Provided
 Age: 52
 Tax File Number: Provided
 Date Joined Fund: 01/07/2019
 Service Period Start Date:
 Date Left Fund:
 Member Code: SMIKAR00001A
 Account Start Date 01/07/2019
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries Allan Charles Smith ✓
 Vested Benefits 131,101.07 ✓
 Total Death Benefit 826,579.07
 Disability Benefit 417,286.00

Your Balance

Total Benefits 131,101.07

Preservation Components
 Preserved 131,101.07
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components
 Tax Free 1,043.00
 Taxable 130,058.07

Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	105,247.59	105,247.59
<u>Increases to Member account during the period</u>		
Employer Contributions	11,969.88	
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	20,135.59	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	1,795.45	
Income Tax	1,449.14	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	3,007.40	
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2020	131,101.07	105,247.59

We Can Do Better Superannuation Fund

Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

Karen Elizabeth Smith
Director

Allan Charles Smith
Director

We Can Do Better Superannuation Fund

Members Statement

Allan Charles Smith
 8-12 Salote Court
 Caboolture, Queensland, 4510, Australia

Your Details

Date of Birth : Provided
 Age: 50
 Tax File Number: Provided
 Date Joined Fund: 01/07/2019
 Service Period Start Date:
 Date Left Fund:
 Member Code: SMIALL00001A
 Account Start Date 01/07/2019
 Account Phase: Accumulation Phase
 Account Description: Accumulation

Nominated Beneficiaries Karen Elizabeth Smith
 Vested Benefits 113,850.60
 Total Death Benefit 663,850.60
 Disability Benefit 350,000.00

Your Balance

Total Benefits 113,850.60

Preservation Components
 Preserved 113,850.60
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components
 Tax Free 10,196.40
 Taxable 103,654.20

Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2019	101,358.66	101,358.66
<u>Increases to Member account during the period</u>		
Employer Contributions	8,572.14	
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	19,176.37	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	1,285.96	
Income Tax	1,428.38	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid	2,542.23	
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out	10,000.00	
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2020	113,850.60	101,358.66

We Can Do Better Superannuation Fund

Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

Karen Elizabeth Smith
Director

Allan Charles Smith
Director

25 May 2021

We Can Do Better Superannuation Fund
8-12 Salote Court
CABOOLTURE QLD 4510

Dear Allan & Karen

Enclosed are the following documents for your consideration for the year ended 30 June 2020.

- Financial Statements
- Income Tax Return
- Minutes
- Investment Strategy Template
- Annual Members Statements

Our estimate indicates the following outcome:

<i>Tax Payer</i>	<i>Amount</i>	<i>Refund / Payable</i>
We Can Do Better Superannuation Fund	\$938.50	Payable

You now need to:

- Check the **Financials, Income Tax Returns and associated documentation** carefully, and if:
 - Correct** ⇒ **please sign** the pages indicated and **return these to our office as soon as possible** for lodgement with the ATO. The onus is on you to return these in a timely manner by this date.
 - Incorrect** ⇒ advise us of the necessary changes immediately
- Retain a copy.** It is important that you retain a copy of our paperwork and your supporting records in accordance with legal requirements. Please refer to this link - <https://www.ato.gov.au/Super/self-managed-super-funds/administering-and-reporting/record-keeping-requirements/>

Please use the payment slip attached to make payment for your superannuation income tax. We ask that you diarise any payment due dates as the ATO may impose penalties if payment is not received by the due date and reminder notices are not issued. Payment is due by 17 May 2021.

The estimate also indicates that upon lodgement of this tax return, you will be required to pay Quarterly Pay As You Go (PAYG) Instalments as listed below towards your tax for **2021**. You will receive quarterly notices from the ATO and you will need to pay them by the due date specified in the table below. If however, you believe the fund's circumstances have changed, please contact our office as we may be able to vary your amount depending on the situation.

<i>Quarter</i>	<i>Amount</i>	<i>Due Date</i>
Q1: July – September	\$416.00 (Paid)	28 October 2020
Q2: October - December	\$416.00 (Paid)	28 February 2021
Q3: January - March	\$416.00 (Paid)	28 April 2021
Q4: April – June	\$895.00	28 July 2021

ALKAZ Investment Pty Ltd

We noticed that this company was registered with ASIC as a special purpose company. ALKAZ Investment Pty Ltd being the trustee of the bare trust is not a special purpose company. **Please update this with ASIC as soon as possible.** Please note that ASIC will issue the shortfall amount of the annual fees for previous years.

Investment Strategy

Please note that the Superannuation Laws require that the Trustee of the Fund prepare and implement an investment strategy for their SMSF. This Investment Strategy must be implemented and then regularly reviewed and updated when applicable. Unfortunately, we as the SMSF accountants are not able to provide any advice relating to a particular asset acquisition, or general asset allocations within your SMSF and therefore we are not able to prepare or review an investment strategy on your behalf. We can however provide a template investment strategy for you to complete. Should you wish to engage a financial planner for external investment advice you are welcome to contact our colleague, Norm Sinclair (norm@seedinvest.com.au / 07 3333 1626).

Your lodgement is overdue.

Our account for services will follow shortly and we appreciate payment within our 14 day trading terms.

We thank you for your ongoing support and the opportunity to be of service. Please do not hesitate to contact our office, should you have any queries in relation to the above.

Yours sincerely

Mark Herron
Director

We Can Do Better Superannuation Fund

Projected Investment Strategy

Overview

The aim of this strategy is to provide the Members with an income on retirement.

Investment Objectives

The Trustee(s) will at all times ensure the funds assets are invested in accordance with the trust deed and comply with the applicable legislative requirements.

The Trustee(s) will act prudently to maximise the rate of return, subject to acceptable risk parameters whilst maintaining an appropriate diversification across a broad range of assets whilst assessing the risks where it is determined the fund's portfolio lacks diversification and / or has elected to implement a sector bias.

Having considered the risk profile of the fund and the member's needs and circumstances, the trustee has adopted the following objectives for the investment of assets of the fund;

- to achieve an investment return (based on market values and net of tax and charges) that exceeds the CPI by at least 3% per annum when measured over a rolling 5 year period.
- to have a probability of zero or negative returns in any 12 Month period of less than one in five years; and
- have sufficient liquidity to meet liabilities as and when they fall due.
- to consider the need to hold a policy of insurance for one or more members of the fund.

Investment Strategy

The fund will invest in a portfolio of assets according to market conditions and within the ranges specified below:

Asset Allocation

The targeted asset allocation will be in the following ranges:

<u>Asset Class</u>	<u>Target Range</u>	<u>Benchmark</u>
Australian Shares	0 - 0 %	0 %
International Shares	0 - 0 %	0 %
Cash	0 - 0 %	0 %
Australian Fixed Interest	0 - 0 %	0 %
International Fixed Interest	0 - 0 %	0 %
Mortgages	0 - 0 %	0 %
Direct Property	0 - 0 %	0 %
Listed Property	0 - 0 %	0 %
Other	0 - 0 %	0 %

Quality companies and trusts as supported by research and fundamental analysis will be selected. Direct investments in property, artwork and lease equipment may form part of the strategy provided there is sufficient basis for the decision.

Insurance

The Trustees have considered and consulted Professional Advice where necessary to ensure that all fund members have the correct type and level of insurance. Insurance may be held within or outside the SMSF.

Review and Monitoring

The trustees will monitor and review the fund's investment activities on a regular basis and to communicate with the members should they feel that any change in strategy is necessary in order to achieve the fund's objective.

Date: / /

We Can Do Better Superannuation Fund
Projected Investment Strategy

.....

Karen Elizabeth Smith

.....

Allan Charles Smith

Memorandum of Resolutions of the Director(s) of

Kan Invest Pty Ltd ACN: 134400481

ATF We Can Do Better Superannuation Fund

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

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

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2020 thereon be adopted.

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 2020, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

INVESTMENT STRATEGY:

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification 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.

ALLOCATION OF INCOME:

It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).

AUDITORS:

It was resolved that

Tony Boys

of

PO Box 3376, Rundle Mall, South Australia 5000

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

TAX AGENTS:

It was resolved that

Mark G W Herron

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.

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.

Memorandum of Resolutions of the Director(s) of

Kan Invest Pty Ltd ACN: 134400481

ATF We Can Do Better Superannuation Fund

CLOSURE:

Signed as a true record –

.....

Karen Elizabeth Smith

/ /

.....

Allan Charles Smith

/ /

We Can Do Better Superannuation Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	24200	Contributions			
(7,242.10)	24200/SMIALLO0001A	(Contributions) Smith, Allan Charles - Accumulation			8,572.14
(12,610.31)	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation			11,969.88
	24700	Changes in Market Values of Investments			40,016.00
	25000	Interest Received			
(88.01)	25000/064640388037	Westpac DIY Super Savings Account			
(4.90)	25000/WBC569437	Westpac DIY Super Working Account			10.71
	25100	Interest Received ATO General Interest Charge			0.81
	28000	Property Income			
(20,559.40)	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia			20,357.37
106.00	30200	Administration Costs			
259.00	30400	ATO Supervisory Levy		259.00	
	30800	ASIC Fees		108.00	
	31500	Bank Charges		10.00	
448.66	32800	Borrowing Expenses		530.23	
	33400	Depreciation			
935.00	33400/12kin1	12 Kingston Court, North Lakes QLD, Australia			
	33400/PE12Kingston1	Plant & Equipment 12 Kingston Court		1,423.75	
	33400/WaterPump12Kingston	Water Pump 12 Kingston Court		437.86	
	37820	Interest on loans (LRBA)			
13,395.66	37820/12kin1	12 Kingston Court, North Lakes QLD, Australia			
	37900	Interest Paid		1.19	
	39000	Life Insurance Premiums			
3,117.91	39000/SMIALLO0001A	(Life Insurance Premiums) Smith, Allan Charles - Accumulation		2,542.23	
2,965.43	39000/SMIKAR00001A	(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation		3,007.40	
	41960	Property Expenses - Council Rates			
1,937.60	41960/12kin1	12 Kingston Court, North Lakes QLD, Australia		1,930.20	
	41980	Property Expenses - Insurance Premium			

We Can Do Better Superannuation Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
711.08	41980/12kin1	12 Kingston Court, North Lakes QLD, Australia		665.58	
	42010	Property Expenses - Interest on Loans			
	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia		11,733.60	
	42040	Property Expenses - Pest Control			
	42040/12kin1	12 Kingston Court, North Lakes QLD, Australia		575.00	
	42060	Property Expenses - Repairs Maintenance			
2,142.72	42060/12kin1	12 Kingston Court, North Lakes QLD, Australia		189.00	
	42070	Property Expenses - Agent Fees			
2,138.52	42070/12kin1	12 Kingston Court, North Lakes QLD, Australia		1,774.52	
	42150	Property Expenses - Water Rates			
1,248.27	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia		1,435.00	
1,664.70	48500	Income Tax Expense		5,958.93	
9,434.17	49000	Profit/Loss Allocation Account		48,345.42	
	50010	Opening Balance			
(101,358.66)	50010/SMIALL00001A	(Opening Balance) Smith, Allan Charles - Accumulation			101,358.66
(105,247.59)	50010/SMIKAR00001A	(Opening Balance) Smith, Karen Elizabeth - Accumulation			105,247.59
	52420	Contributions			
	52420/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation			8,572.14
	52420/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation			11,969.88
	53100	Share of Profit/(Loss)			
	53100/SMIALL00001A	(Share of Profit/(Loss)) Smith, Allan Charles - Accumulation			19,176.37
	53100/SMIKAR00001A	(Share of Profit/(Loss)) Smith, Karen Elizabeth - Accumulation			20,135.59
	53330	Income Tax			
	53330/SMIALL00001A	(Income Tax) Smith, Allan Charles - Accumulation		1,428.38	
	53330/SMIKAR00001A	(Income Tax) Smith, Karen Elizabeth - Accumulation		1,449.14	
	53800	Contributions Tax			
	53800/SMIALL00001A	(Contributions Tax) Smith, Allan Charles - Accumulation		1,285.96	

We Can Do Better Superannuation Fund

Trial Balance

As at 30 June 2020

Last Year	Code	Account Name	Units	Debits \$	Credits \$
	53800/SMIKAR00001A	(Contributions Tax) Smith, Karen Elizabeth - Accumulation		1,795.45	
	53920	Life Insurance Premiums			
	53920/SMIALL00001A	(Life Insurance Premiums) Smith, Allan Charles - Accumulation		2,542.23	
	53920/SMIKAR00001A	(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation		3,007.40	
	54500	Benefits Paid/Transfers Out			
	54500/SMIALL00001A	(Benefits Paid/Transfers Out) Smith, Allan Charles - Accumulation		10,000.00	
	60400	Bank Accounts			
7,924.79	60400/064640388037	Westpac DIY Super Savings Account		3,006.51	
2,416.89	60400/WBC569437	Westpac DIY Super Working Account		3,488.06	
4.44	60400/WBCBusinessFlexi	Westpac Business Flexi		4.44	
2,202.50	64000	Borrowing Costs		1,672.27	
	76550	Plant and Equipment (at written down value) - Unitised			
5,695.00	76550/PE12Kingston1	Plant & Equipment 12 Kingston Court	1.0000	4,271.25	
	76550/WaterPump12Kingston	Water Pump 12 Kingston Court	1.0000	842.14	
	77200	Real Estate Properties (Australian - Residential)			
409,984.00	77200/12kin1	12 Kingston Court, North Lakes QLD, Australia	1.0000	450,000.00	
	85000	Income Tax Payable/Refundable			679.50
	85500	Limited Recourse Borrowing Arrangements			
(221,622.77)	85500/Westpac	Westpac Investment Property Loan			213,176.37
	86000	PAYG Payable			366.00
1.40	88000	Sundry Creditors			295.70
	89000	Deferred Tax Liability/Asset			3,815.43
				565,720.14	565,720.14

Current Year Profit/(Loss): 54,304.35

Jay Rajapakse

From: Jay Rajapakse
Sent: Wednesday, 19 May 2021 1:15 PM
To: 'karen@internationalscreensupplies.com.au'
Cc: 'alkaz69@gmail.com'
Subject: We Can Do Better Super Fund - EOY 20 Queries

Importance: High

Hi Karen,

Hope you are doing well. Could you please reply to below queries at your earliest convenience for us to complete 2020 Financials & Tax Returns.

1. ✓ Signed trust deed and deed of variation – the ones you sent were not signed
2. ✓ Signed Bare Trust Deed
3. ✓ Signed Trustee Resolution
4. ✓ Signed Member Application
5. ✓ Signed Trustee Declaration
6. ✓ Financial Report incl. depreciation schedule (if any), Income Tax Return and Audit Report for 2019FY.
7. ✓ Westpac bank statement for Business Flexi account as at 30/06/2020. (SMSF Auditor will request it to confirm account name and balances 30/06/2020)
8. ✓ Copy of last property valuation for 12 Kingston Court. (NB – real estate agent appraisal is sufficient)
9. ✓ Life insurance statements to validate below payments and refunds.

Transaction Date	Description	Units	Debit	Credit
<u>Bank Data Clearing Account (91000)</u>				
04/05/2020	PAYMENT BY AUTHORITY TO ZURICH LIFE M006450 3L01052020		3,488.01 ✓	
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162061 K E SMITH			255.04 ✓
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162062 K E SMITH			225.57 ✓
11/05/2020	DEPOSIT ASTERON LIFE 001365744			44.30 ✓
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00002		1,369.78 ✓	
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00003		1,216.75 ✓	
			6,074.54	524.91

Thanks
Jay

Jay Rajapakse CPA

ACCOUNTANT

NORTH LAKES | P 07 3204 4166
Unit 1, 48 Flinders Pde, North Lakes Qld 4509
PO Box 504 North Lakes Qld 4509



Bank Reconciliation - Super Fund

Client Name:	<u>We Can Do Better Superfund</u>		
Client Code:	<u>SMIT22</u>	Period Ended:	<u>30 June 2020</u>
Partner/Manager:	<u>Mark/Stuart</u>	Accountant:	<u>Jay</u>

Bank:	<u>Westpac</u>	Account No:	<u>388037</u>
		BGL Code:	<u></u>

AS AT

30/06/2020

Balance as per bank statement		\$3,006.51
-------------------------------	--	-------------------

add: Outstanding deposits		0.00	
		0.00	
		0.00	
		0.00	0.00
			3,006.51

less: Outstanding cheques

	Chq No	Code	Amount
--	--------	------	--------

			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Reconciled Balance		\$3,006.51
---------------------------	--	-------------------



Statement Period
30 April 2020 - 31 July 2020

Westpac DIY Super Savings Account

Account Name
KAN INVEST PTY LTD AS TRUSTEE
FOR WE CAN DO BETTER
SUPERANNUATION FUND

Customer ID
2995 8552 KAN INVEST PTY LTD

BSB Account Number
034-640 388 037

Opening Balance	+ \$9,423.21
Total Credits	+ \$8,216.52
Total Debits	- \$14,000.00
Closing Balance	+ \$3,639.73

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
17 Mar 2020	0.01 %	0.05 %	0.05 %	0.05 %

Effective Date	Over \$499999
17 Mar 2020	0.05 %

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
30/04/20	STATEMENT OPENING BALANCE			9,423.21
04/05/20	Deposit Precision Ch Pasch2004280009808		158.30	9,581.51
04/05/20	Withdrawal Online 1415056 Tfr Westpac Diy Tsftowrking	2,000.00		7,581.51
05/05/20	Deposit Online 2117971 Tfr Westpac Diy		4,000.00	11,581.51
14/05/20	Deposit Precision Ch Pasch2005110001102		158.30	11,739.81
14/05/20	Deposit Precision Ch Pasch2005110001115		158.30	11,898.11
22/05/20	Deposit Precision Ch Pasch2005190000563		158.30	12,056.41
22/05/20	Withdrawal Online 1455915 Tfr Westpac Diy	10,000.00		2,056.41
28/05/20	Deposit Precision Ch Pasch2005250001923		158.30	2,214.71
29/05/20	Interest Paid		0.28	2,214.99
08/06/20	Deposit Online 2429886 Tfr Westpac Diy		2,000.00	4,214.99
08/06/20	Withdrawal Online 1330549 Tfr Westpac Diy	2,000.00		2,214.99
09/06/20	Deposit Precision Ch Pasch2006040000113		158.30	2,373.29



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
10/06/20	Deposit Precision Ch Pasch2006040004381		158.30	2,531.59
15/06/20	Deposit Precision Ch Pasch2006090004397		158.30	2,689.89
19/06/20	Deposit Precision Ch Pasch2006160003901		158.30	2,848.19
25/06/20	Deposit Precision Ch Pasch2006220000664		158.30	3,006.49
30/06/20	Interest Paid		0.02	3,006.51
03/07/20	Deposit Precision Ch Pasch2006300000648		158.30	3,164.81
10/07/20	Deposit Precision Ch Pasch2007060003712		158.30	3,323.11
23/07/20	Deposit Precision Ch Pasch2007200001052		158.30	3,481.41
23/07/20	Deposit Precision Ch Pasch2007200001136		158.30	3,639.71
31/07/20	Interest Paid		0.02	3,639.73
31/07/20	CLOSING BALANCE			3,639.73

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

TRANSACTION FEE SUMMARY

To reconcile your Transaction Fee Summary you may need to refer to transactions listed on your previous statement(s).

Fee(s) charged to account 034-640 38-8037

Transaction fee(s) period 01 APR 2020 to 30 JUN 2020

Total \$0.00

ANNUAL INFORMATION FOR THE PERIOD 1 JULY 2019 TO 30 JUNE 2020

For account: 4640/388037

Total interest credited

\$9.58

These details are provided for your records and taxation purposes



Bank Reconciliation - Super Fund

Client Name: We Can Do Better Superfund
 Client Code: SMIT22 Period Ended: 30 June 2020
 Partner/Manager: Mark/Stuart Accountant: Jay

Bank: Westpac Account No: 304171
 BGL Code: _____

AS AT

30/06/2020

Balance as per bank statement		\$3,488.06
add: Outstanding deposits	0.00	
	0.00	
	0.00	
	0.00	0.00
		3,488.06

less: Outstanding cheques

	Chq No	Code	Amount	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	0.00

Reconciled Balance \$3,488.06



Statement Period
17 January 2020 - 17 July 2020

Westpac DIY Super Working Account

Account Name
KAN INVEST PTY LTD ATF WE CAN DO
BETTER SUPERANNUATION FUND

Customer ID
2995 8552 KAN INVEST PTY LTD

BSB
034-640 Account Number
304 171

Opening Balance	+ \$555.35
Total Credits	+ \$43,232.57
Total Debits	- \$39,320.30
Closing Balance	+ \$4,467.62

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$9999	Over \$9999 to \$49999	Over \$49999 to \$99999	Over \$99999 to \$499999
24 Oct 2019	0.05 %	0.05 %	0.05 %	0.05 %
17 Mar 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$499999
24 Oct 2019	0.05 %
17 Mar 2020	0.02 %

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
17/01/20	STATEMENT OPENING BALANCE			555.35
31/01/20	Interest Paid		0.05	555.40
03/02/20	Deposit Online 2365835 Tfr Westpac Diy Tsfrfrmsavings		2,000.00	2,555.40
03/02/20	Deposit Bridgebury Pty L Rent Payment		1,448.46	4,003.86
03/02/20	Withdrawal-Osko Payment 1390898 Ac & Ke Smith L K R	900.00		3,103.86
04/02/20	Periodical Payment To Kan Invest P/L Loan Repayment	2,018.00		1,085.86
17/02/20	Deposit Bridgebury Pty L Rent Payment		696.73	1,782.59
17/02/20	Deposit Superchoice P/L Pc140220-198513670		920.76	2,703.35
28/02/20	Interest Paid		0.06	2,703.41



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
02/03/20	Deposit Online 2619592 Tfr Westpac Diy Tsfrfrmsavings		2,000.00	4,703.41
02/03/20	Deposit Bridgebury Pty L Rent Payment		724.23	5,427.64
04/03/20	Periodical Payment To Kan Invest P/L Loan Repayment	2,018.00		3,409.64
06/03/20	Deposit Superchoice P/L Pc050320-179609678		920.76	4,330.40
13/03/20	Withdrawal Online 1610907 Tfr Westpac Diy	3,000.00		1,330.40
16/03/20	Deposit Bridgebury Pty L Rent Payment		724.23	2,054.63
31/03/20	Interest Paid		0.09	2,054.72
01/04/20	Deposit Bridgebury Pty L Rent Payment		801.60	2,856.32
02/04/20	Deposit Online 2697487 Tfr Westpac Diy Tsfrfrmsavings		2,000.00	4,856.32
06/04/20	Withdrawal Online 1844307 Tfr Westpac Diy	2,000.00		2,856.32
06/04/20	Periodical Payment To Kan Invest P/L Loan Repayment	2,018.00		838.32
06/04/20	Payment By Authority To Unitywater 6543639	334.04		504.28
14/04/20	Payment By Authority To Zurich Life M006450 3F	3,488.01		-2,983.73
15/04/20	Direct Debit Dishonoured 0000117		3,488.01	504.28
15/04/20	Deposit Bridgebury Pty L Rent Payment		724.23	1,228.51
15/04/20	Direct Entry Debit Dishonoured Fee 0000117	5.00		1,223.51
20/04/20	Deposit Online 2230517 Tfr Westpac Diy		3,000.00	4,223.51
27/04/20	Withdrawal Online 9487390 Bpay Tax Office paygi	366.00		3,857.51
28/04/20	Deposit Superchoice P/L Pc270420-105304136		1,381.14	5,238.65
29/04/20	Withdrawal Online 5740138 Bpay Asic Asic	54.00		5,184.65
30/04/20	Interest Paid		0.02	5,184.67
30/04/20	Interest	1.16		5,183.51
01/05/20	Deposit Bridgebury Pty L Rent Payment		724.23	5,907.74
04/05/20	Deposit Online 2415065 Tfr Westpac Diy Tsfrfrmsavings		2,000.00	7,907.74
04/05/20	Deposit Zurich Aust. Ltd 50162062 K E Smith		225.57	8,133.31
04/05/20	Deposit Zurich Aust. Ltd 50162061 K E Smith		255.04	8,388.35
04/05/20	Payment By Authority To Zurich Life M006450 3L01052020	3,488.01		4,900.34
05/05/20	Withdrawal Online 1117970 Tfr Westpac Diy	4,000.00		900.34
11/05/20	Deposit Asteron Life 001365744		44.30	944.64
11/05/20	Withdrawal Online 0985007 Bpay Mbrc Payme Rates	482.55		462.09
15/05/20	Deposit Bridgebury Pty L Rent Payment		724.23	1,186.32
20/05/20	Deposit Superchoice P/L Pc190520-146191132		920.76	2,107.08



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
22/05/20	Deposit Online 2455916 Tfr Westpac Diy		10,000.00	12,107.08
22/05/20	Withdrawal-Osko Payment 1439327 Ac & Ke Smith	10,000.00		2,107.08
29/05/20	Interest Paid		0.01	2,107.09
01/06/20	Deposit Bridgebury Pty L Rent Payment		696.73	2,803.82
08/06/20	Deposit-Osko Payment 2349035 Karen Smith Smith		900.00	3,703.82
08/06/20	Deposit Online 2330550 Tfr Westpac Diy		2,000.00	5,703.82
08/06/20	Withdrawal Online 1429886 Tfr Westpac Diy	2,000.00		3,703.82
10/06/20	Deposit Superchoice P/L Pc090620-147391622		920.76	4,624.58
11/06/20	Payment By Authority To Asteron Life 02506511/00003	1,216.75		3,407.83
11/06/20	Payment By Authority To Asteron Life 02506511/00002	1,369.78		2,038.05
15/06/20	Deposit Bridgebury Pty L Rent Payment		724.23	2,762.28
18/06/20	Withdrawal-Osko Payment 1081946 Termicide Pest Control Termicide - Termite Control	195.00		2,567.28
26/06/20	Deposit Superchoice P/L Pc250620-177803693		920.76	3,488.04
30/06/20	Interest Paid		0.02	3,488.06
01/07/20	Deposit Bridgebury Pty L Rent Payment		621.33	4,109.39
08/07/20	Withdrawal Online 3926458 Bpay Tax Office Paygi	366.00		3,743.39
15/07/20	Deposit Bridgebury Pty L Rent Payment		724.23	4,467.62
17/07/20	CLOSING BALANCE			4,467.62

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

TRANSACTION FEE SUMMARY

To reconcile your Transaction Fee Summary you may need to refer to transactions listed on your previous statement(s).

Fee(s) charged to account 034-640 30-4171

Transaction fee(s) period 01 JAN 2020 to 30 JUN 2020

Total \$0.00



Bank Reconciliation - Super Fund

Client Name: We Can Do Better Superfund
 Client Code: SMIT22 Period Ended: 30 June 2020
 Partner/Manager: Mark/Stuart Accountant: Jay

Bank: Westpac Business Flexi Account No: 304163
 BGL Code: _____

AS AT

30/06/2020

Balance as per bank statement		\$4.44
add: Outstanding deposits	0.00	
	0.00	
	0.00	
		0.00
		4.44

less: Outstanding cheques

	Chq No	Code	Amount	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	0.00

Reconciled Balance \$4.44



Statement Period
17 December 2019 - 17 June 2020

Westpac Business One Flexi



KAN INVEST PTY LTD
PO BOX 28
NORTH LAKES QLD 4509

036

Account Name
KAN INVEST PTY LTD ATF WE CAN DO
BETTER SUPERANNUATION FUND

Customer ID
2995 8552 KAN INVEST PTY LTD

BSB
034-640

Account Number
304 163

Opening Balance	+ \$4.44
Total Credits	+ \$0.00
Total Debits	- \$0.00
Closing Balance	+ \$4.44

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$1999	Over \$1999 to \$9999	Over \$9999 to \$19999	Over \$19999 to \$49999
24 Oct 2019	0.01 %	0.01 %	0.01 %	0.01 %
17 Mar 2020	0.01 %	0.01 %	0.01 %	0.01 %

Effective Date	Over \$49999 to \$99999	Over \$99999 to \$249999	Over \$249999 to \$499999	Over \$499999
24 Oct 2019	0.01 %	0.01 %	0.05 %	0.05 %
17 Mar 2020	0.01 %	0.01 %	0.01 %	0.02 %

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
17/12/19	STATEMENT OPENING BALANCE			4.44
17/06/20	CLOSING BALANCE			4.44

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more

S002656 / M001381 / 170 / CN4CNCPW



Westpac Business One Flexi



036
THE DIRECTORS
KAN INVEST PTY LTD
8-12 SALOTE CT
CABOOLTURE QLD 4510

Account Name
KAN INVEST PTY LTD ATF WE CAN DO
BETTER SUPERANNUATION FUND

Customer ID
2995 8552 KAN INVEST PTY LTD

BSB Account Number
034-640 304 163

Opening Balance	+ \$4.44
Total Credits	+ \$0.00
Total Debits	- \$4.44
Closing Balance	\$0.00

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	\$0 to \$1999	Over \$1999 to \$9999	Over \$9999 to \$19999	Over \$19999 to \$49999
13 Nov 2020	0.00 %	0.00 %	0.00 %	0.00 %
Effective Date	Over \$49999 to \$99999	Over \$99999 to \$249999	Over \$249999 to \$499999	Over \$499999
13 Nov 2020	0.00 %	0.00 %	0.00 %	0.00 %

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
17/12/20	STATEMENT OPENING BALANCE			4.44
31/12/20	Transfer Withdrawal At Morayfield QLD	4.44		0.00
31/12/20	CLOSING BALANCE			0.00

CONVENIENCE AT YOUR FINGERTIPS

Use Online, Mobile or Tablet Banking to pay bills, transfer funds, check your account balances and much more



End of Period Closing Figures - Super Fund

Client Name:	<u>We Can Do Better Superfund</u>	
Client Code:	<u>SMIT22</u>	Period Ended: <u>30 June 2020</u>
Partner:	<u>Mark/Stuart</u>	Accountant: <u>Jay</u>

Cash at Bank:

Westpac Super Saving a/c	3,066.51
Westpac Super Working a/c	3,488.06
Westpac Business Flexi a/c	4.44
	<u>6,559.01</u>

Debtors:

<u>-</u>	680	Sundry Debtors
----------	-----	----------------

Creditors:

2019 ITR bill	✓ 295.70	880	Sundry Creditors
June 20 PAYG	366.00	860	PAYG Payable
	<u>661.70</u>		



ASIC
Australian Securities & Investments Commission

ABN 86 768 265 615

Inquiries
www.asic.gov.au/invoices
1300 300 630

KAN INVEST PTY LTD
CABRERA PARTNERS
PO BOX 1084 BURPENGARY DC QLD 4505

INVOICE STATEMENT
Issue date 28 Nov 19
KAN INVEST PTY LTD

ACN 134 400 481
Account No. 22 134400481

Summary

Opening Balance	\$0.00
New items	\$54.00
Payments & credits	\$0.00
TOTAL DUE	\$54.00

Pa 17/12/19

Please pay

Immediately	\$0.00
By 28 Jan 20	\$54.00

If you have already paid please ignore this invoice statement.

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
KAN INVEST PTY LTD

ACN 134 400 481 Account No: 22 134400481



22 134400481

TOTAL DUE	\$54.00
Immediately	\$0.00
By 28 Jan 20	\$54.00

Payment options are listed on the back of this payment slip

	Billers Code: 17301
	Ref: 2291344004810



*814 129 0002291344004810 56



ASIC
Australian Securities & Investments Commission

Inquiries
www.asic.gov.au/invoices
1300 300 630

ABN 86 768 265 615

ALKAZ INVESTMENT PTY LTD
CABRERA PARTNERS
PO BOX 1084 BURPENGARY DC QLD 4505

Trustee of the bare trust, not a special purpose company. Note included in the send out letter.

PAI

INVOICE STATEMENT

Issue date 02 Apr 20

ALKAZ INVESTMENT PTY LTD

ACN 168 898 897

Account No. 22 168898897

Summary

Opening Balance	\$0.00
New items	\$54.00
Payments & credits	\$0.00
TOTAL DUE	\$54.00

Please pay

Immediately	\$0.00
By 02 Jun 20	\$54.00

If you have already paid please ignore this invoice statement.

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP

ALKAZ INVESTMENT PTY LTD

TOTAL DUE	\$54.00
Immediately	\$0.00
By 02 Jun 20	\$54.00

Payment options are listed on the back of this payment slip



Biller Code: 17301
Ref: 2291688988974

ACN 168 898 897

Account No: 22 168898897



**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: KAN INVEST PTY LTD ACN 134 400 481

Company details

Date company registered 28-11-2008
 Company next review date 28-11-2021
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Principal place of business

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Officeholders

SMITH, ALLAN CHARLES

Born 14-09-1969 at IPSWICH QLD

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Office(s) held: Director, appointed 28-11-2008

SMITH, KAREN ELIZABETH

Born 11-08-1967 at NEW PLYMOUTH NEW ZEALAND

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Office(s) held: Director, appointed 28-11-2008
Secretary, appointed 28-11-2008**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARES	3	3.00	0.00

Members

SMITH , ALLAN CHARLES

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Share class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

SMITH , KAREN ELIZABETH

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Share class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

SMITH , ALLAN CHARLES

8-12 SALOTE COURT , CABOOLTURE QLD 4510

SMITH , KAREN ELIZABETH

8-12 SALOTE COURT , CABOOLTURE QLD 4510

Share class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form	Description	Status
12-03-2018	7E9986877	484	CHANGE TO COMPANY DETAILS	Processed and imaged
22-10-2015	7E7407148	484	CHANGE TO COMPANY DETAILS	Processed and imaged
19-05-2015	7E6962875	484	CHANGE TO COMPANY DETAILS	Processed and imaged

[ASIC Home](#) | [Privacy Statement](#) | [Conditions of use](#) | [Feedback](#)

Copyright 2003 Australian Securities & Investments Commission.



21 May 2021

┌ 000001 000
Kan Invest Pty Ltd
We Can Do Better Superannuation Fund
8-12 Salote Court
CABOOLTURE QLD 4510

Policy Number
E2052332
Stand Alone Total and
Permanent Disablement

Insured Person
Mr Allan Smith

Policy Owner
We Can Do Better
Superannuation Fund

Your Adviser
Mr CRAIG LYONS
1300 991 484

Customer Service

 1800 221 727

Internet

 www.asteronlife.com.au

Dear Trustees,

We refer to your recent request regarding your policy.

Shown below is the total value of premiums paid to us for your policy during the previous financial years.

Financial Year	Benefit Description	Premium Paid
2019-2020	Stand Alone Total and Permanent Disablement	\$1,369.78

If you have any further enquiries, please contact Customer Service.

Yours sincerely

Administration Team
Customer Service Officer
Asteron Life Customer Service

cc: Mr CRAIG LYONS

Customer Service

GPO Box 68 Sydney NSW 2001 AUS
Telephone (Sydney Metro) 02 8275 3999 Freecall (Other Areas) 1800 221 727 Facsimile 1300 766 833
Email life_customerservice@asteronlife.com.au Web www.asteronlife.com.au



21 May 2021

┌ 000001 000
Kan Invest Pty Ltd
We Can Do Better Superannuation Fund
8-12 Salote Court
CABOOLTURE QLD 4510


Policy Number
E2052331
Life Cover

Insured Person
Mr Allan Smith

Policy Owner/Trustee
We Can Do Better
Superannuation Fund

Your Adviser
Mr CRAIG LYONS
1300 991 484

Customer Service

 1800 221 727

Internet

 www.asteronlife.com.au

Dear Trustees,

We refer to your recent request regarding your policy.

Shown below is the total value of premiums paid to us for your policy during the previous financial years.

Financial Year	Benefit Description	Premium Paid
2019-2020	Life Cover	\$1,216.75

If you have any further enquiries, please contact Customer Service.

Yours sincerely

Administration Team
Customer Service Officer
Asteron Life Customer Service

cc: Mr CRAIG LYONS

Customer Service

GPO Box 68 Sydney NSW 2001 AUS
Telephone (Sydney Metro) 02 8275 3999 Freecall (Other Areas) 1800 221 727 Facsimile 1300 766 833
Email life_customerservice@asteronlife.com.au Web www.asteronlife.com.au

Zurich FutureWise

Your policy anniversary



002139 000



We Can Do Better Superannuation Fund
PO Box 28
NORTH LAKES QLD 4509

Life insured:
Karen Smith

Policy number:
50162062

Policy type:
Zurich Life Insurance
(Superannuation, held by
external trustee)

Policy owner:
**We Can Do Better
Superannuation Fund**

13 March 2020

Thank you for being a Zurich customer

We are writing to tell you about changes to your insurance premium for the next policy year and to let you know that your premium is due soon. We will automatically direct debit this from your nominated bank account, so you can relax knowing that you're protected. We will let you know if any payments are unsuccessful.

You've selected Premium with cover increase

Period of cover:
9 April 2020 to 8 April 2021

With inflation protection

Your policy has in-built inflation protection to help maintain the value of your cover over time.

Cover summary

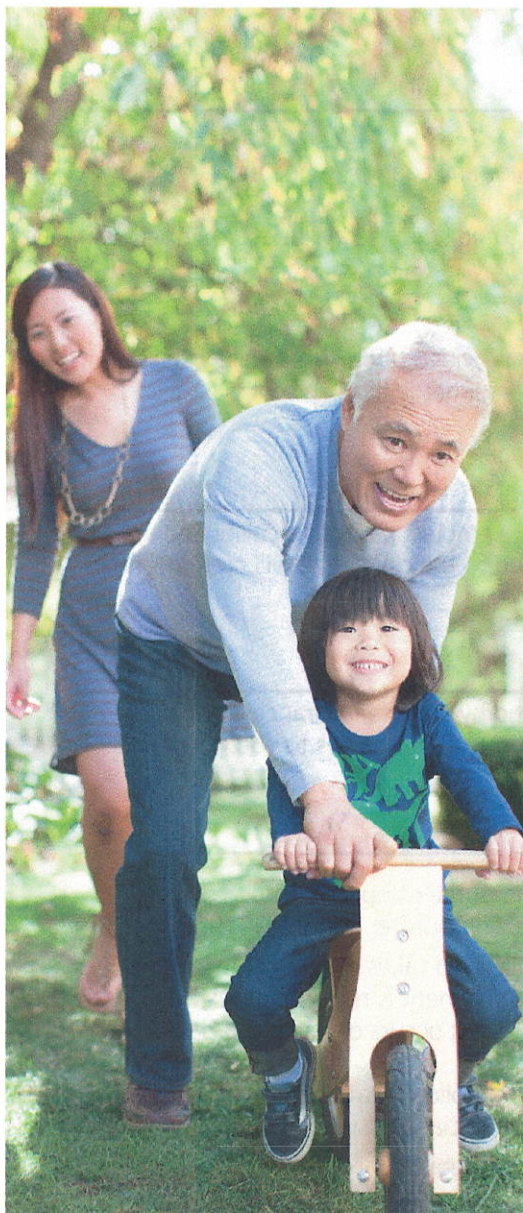
Your policy provides:

- a lump sum payment in the event the life insured meets the total and permanent disability definition relevant to your policy.

Premium yearly:
\$2,053.88

Due on:
13 April 2020

Your yearly premium is detailed in the policy breakdown on page 2 and will apply for the remainder of the policy year (unless you make a change to your policy).



TPD	2,053.88		
Death	1,434.13	<i>PLs see below</i>	
	3,488.01		

Zurich FutureWise – Your policy anniversary
Policy number: 50162062

Detailed policy breakdown

Below is a summary of the insurance benefits which apply to this policy.

Life Insured	Cover type	Current cover	Increased cover	Premium without cover increase	Premium with cover increase
Karen Smith	TPD insurance	\$405,132	\$417,286	\$1,854.93	\$1,910.59
	Stamp duty	N/A	N/A	\$139.12	\$143.29
	Total			\$1,994.05	\$2,053.88

Full terms and conditions of your cover, including any special conditions and exclusions, are outlined in the most recently issued policy schedule and other policy documentation.

Inflation protection

Your policy has in-built inflation protection to help maintain the value of your cover over time. If you opt out of inflation protection, your future insurance cover might not give you the same real value as it would today. If you would like to maintain the same cover amount, please contact your local insurance specialist on 131 551 before the next due date so that we can reduce your premium accordingly.

Benefits of your policy

Some of the features of your policy include:

- Guaranteed renewal of your policy terms up until the expiry date, regardless of any change in health.
- Worldwide cover 24 hours a day, seven days a week.
- Cover increase without health evidence. For example if you've had a baby, a child start secondary school or a new mortgage you may be eligible for an increase in cover.



Good news, we've made some improvements which affect the cover provided under your policy. Please refer to the information about the changes set out under the heading 'Upgrades to your policy'.

TPD amount payable

If a TPD claim is accepted under an 'any' or 'own' occupation policy definition, the amount payable is calculated as at the date the life insured ceased work as a result of the sickness or injury that led to the claim. We will confirm this amount as part of our assessment of the claim.

Life insurance code of practice

As a member of the Financial Services Council of Australia (the FSC), we are bound by the Life Insurance Code of Practice, which outlines the standards that we are committed to in providing life insurance services to you. The Code can be found at www.fsc.org.au.

Upgrades to your policy effective from 27 May 2019

We have improved some of the terms of your policy. As your policy includes a guarantee of upgrade provision, the following improvements automatically apply to you for insured events which occur on or after 27 May 2019.

- The Future increases provision will now allow a cover increase when the life insured takes out a new investment property loan or when his/her child starts secondary school. And exercising the benefit is now more flexible - increases can be made either in the six months following the date when the event occurs or within 30 days of the next policy anniversary.
- The Premium and policy suspension feature has been replaced by the Premium holiday feature. This feature allows a break in cover (maximum of 12 months over the life of the policy) to ease financial pressure.

This is only a summary. Please refer to the Zurich FutureWise Policy Updates on our website: zurich.com.au/existingcustomers where we provide more detail.

Zurich FutureWise

Your policy anniversary



002138 000



We Can Do Better Superannuation Fund
PO Box 28
NORTH LAKES QLD 4509

Life insured:
Karen Smith

Policy number:
50162061

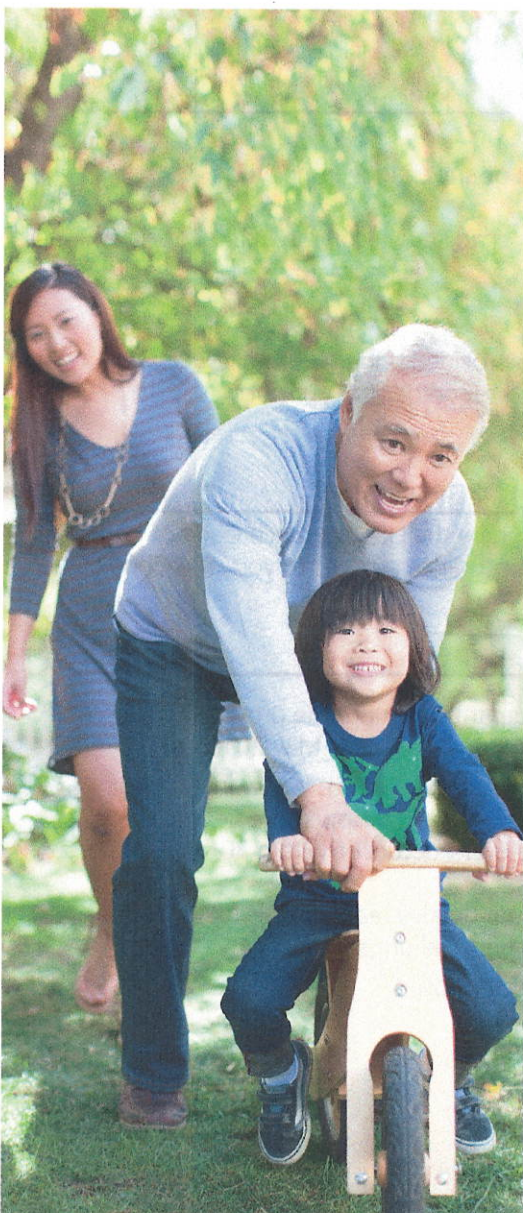
Policy type:
Zurich Life Insurance
(Superannuation, held by
external trustee)

Policy owner:
**We Can Do Better
Superannuation Fund**

13 March 2020

Thank you for being a Zurich customer

We are writing to tell you about changes to your insurance premium for the next policy year and to let you know that your premium is due soon. We will automatically direct debit this from your nominated bank account, so you can relax knowing that you're protected. We will let you know if any payments are unsuccessful.



You've selected Premium with cover increase

Period of cover:

9 April 2020 to 8 April 2021

With inflation protection

Your policy has in-built inflation protection to help maintain the value of your cover over time.

Cover summary

Your policy provides:

- a lump sum payment on the life insured's death or terminal illness during the term of the policy.

Premium yearly:
\$1,434.13

Due on:
13 April 2020

Your yearly premium is detailed in the policy breakdown on page 2 and will apply for the remainder of the policy year (unless you make a change to your policy).

Detailed policy breakdown

Below is a summary of the insurance benefits which apply to this policy.

Life Insured	Cover type	Current cover	Increased cover	Premium without cover increase	Premium with cover increase
Karen Smith	Death & terminal illness	\$675,221	\$695,478	\$1,291.36	\$1,330.10
	Management fee	N/A	N/A	\$104.03	\$104.03
	Total			\$1,395.39	\$1,434.13

Full terms and conditions of your cover, including any special conditions and exclusions, are outlined in the most recently issued policy schedule and other policy documentation.

Inflation protection

Your policy has in-built inflation protection to help maintain the value of your cover over time. If you opt out of inflation protection, your future insurance cover might not give you the same real value as it would today. If you would like to maintain the same cover amount, please contact your local insurance specialist on 131 551 before the next due date so that we can reduce your premium accordingly.

Benefits of your policy

Some of the features of your policy include:

- Guaranteed renewal of your policy terms up until the expiry date, regardless of any change in health.
- Worldwide cover 24 hours a day, seven days a week.
- Cover increase without health evidence. For example if you've had a baby, a child start secondary school or a new mortgage you may be eligible for an increase in cover.



Good news, we've made some improvements which affect the cover provided under your policy. Please refer to the information about the changes set out under the heading 'Upgrades to your policy'.

Life insurance code of practice

As a member of the Financial Services Council of Australia (the FSC), we are bound by the Life Insurance Code of Practice, which outlines the standards that we are committed to in providing life insurance services to you. The Code can be found at www.fsc.org.au.

Upgrades to your policy effective from 27 May 2019

We have improved some of the terms of your policy. As your policy includes a guarantee of upgrade provision, the following improvements automatically apply to you for insured events which occur on or after 27 May 2019.

- The Future increases provision will now allow a cover increase when the life insured takes out a new investment property loan or when his/her child starts secondary school. And exercising the benefit is now more flexible - increases can be made either in the six months following the date when the event occurs or within 30 days of the next policy anniversary.
- The Premium and policy suspension feature has been replaced by the Premium holiday feature. This feature allows a break in cover (maximum of 12 months over the life of the policy) to ease financial pressure.

This is only a summary. Please refer to the Zurich FutureWise Policy Updates on our website: zurich.com.au/existingcustomers where we provide more detail.

Jay Rajapakse

From: Karen <karen@internationalscreensupplies.com.au>
Sent: Monday, 24 May 2021 3:10 PM
To: Jay Rajapakse
Subject: FW: We Can Do Better Super Fund - EOY 20 Queries

Hi again Jay,

What's actually happened here is

I got my insurance renewal and had a gutsful of the increasing premiums.

So my husband & I reviewed the benefits vs premiums and requested that our benefit value be dropped to reduce the premiums.

This was actually done before the annual review dates.

So the refunds are for the reduction in the prepaid 2019 premiums.

Refunds received
for life insurance
premiums belongs
to 2019 premium
as confirmed by
client

Kind Regards

Karen Smith CPA



Unit 4 / 5-9 Cessna Drive CABOOLTURE QLD 4510

PH: 07 5499 2668 fax: 07 5432 3636

Mob: 0429 772 403

www.internationalscreensupplies.com.au

From: Karen
Sent: Monday, 24 May 2021 2:59 PM
To: Jay Rajapakse <jay@herronaccountants.com.au>
Subject: RE: We Can Do Better Super Fund - EOY 20 Queries

Hi Jay

Nothing else has come through yet.

I have asked the financial planner who is in charge of my insurances to get me this information, but I truly don't think he understands what I want. I'll see if there is some way I can contact the insurers directly myself.

Cheers
Karen

Kind Regards

Karen Smith CPA



Write Off Borrowing Costs

Client Name: We Can Do Better Superfund Period Ended: 30 June 2020
 Client Code: SMIT22 Accountant: Jay

Borrowing Costs to be written off over 5 years or the term of the loan, whichever, is the shorter

Loan purpose **As per 2019 Trial Balance (from previous accountant)**

Date loan commenced **01/07/2018** No of Years **5**

End of First Financial Year **30/06/2019**

Date	Costs Incurred
<u>Borrowing cost as at 30/06/2018</u>	2,651.16

_____	2,651.16

Year	Amount to Write Off	Balance	
2019	448.66	2,202.50	\$448.66 as per 2019 TB
2020	530.23	1,672.27	
2021	530.23	1,142.04	
2022	530.23	611.80	
2023	530.23	81.57	
2024	81.57	0.00	

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other leasing and hiring income				
	01/07/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	529.23
	15/07/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/08/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,310.96
	15/08/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	02/09/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	16/09/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/10/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	15/10/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/11/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	696.73
	15/11/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	509.73
	02/12/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	16/12/2019	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	02/01/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,369.46
	03/02/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,448.46
	17/02/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	696.73
	02/03/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	16/03/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/04/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	801.60
	15/04/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/05/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	15/05/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	01/06/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	696.73
	15/06/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	724.23
	30/06/2020	28000/12kin1	12 Kingston Court, North Lakes QLD, Australia	2,158.52
Sub-Total				20,357.37
Ignore Cents				0.37
Total				20,357.00
C - Income - Gross interest				
	03/07/2019	25100	Interest Received ATO General Interest Charge	0.81
	31/07/2019	25000/WBC569437	Westpac DIY Super Working Account	2.00
	31/07/2019	25000/WBC569437	Westpac DIY Super Working Account	0.20
	30/08/2019	25000/WBC569437	Westpac DIY Super Working Account	1.04
	30/08/2019	25000/WBC569437	Westpac DIY Super Working Account	0.16

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	30/09/2019	25000/WBC569437	Westpac DIY Super Working Account	1.03
	30/09/2019	25000/WBC569437	Westpac DIY Super Working Account	0.16
	31/10/2019	25000/WBC569437	Westpac DIY Super Working Account	0.89
	31/10/2019	25000/WBC569437	Westpac DIY Super Working Account	0.22
	29/11/2019	25000/WBC569437	Westpac DIY Super Working Account	0.77
	29/11/2019	25000/WBC569437	Westpac DIY Super Working Account	0.06
	31/12/2019	25000/WBC569437	Westpac DIY Super Working Account	0.92
	31/12/2019	25000/WBC569437	Westpac DIY Super Working Account	0.08
	31/01/2020	25000/WBC569437	Westpac DIY Super Working Account	0.91
	31/01/2020	25000/WBC569437	Westpac DIY Super Working Account	0.05
	28/02/2020	25000/WBC569437	Westpac DIY Super Working Account	0.76
	28/02/2020	25000/WBC569437	Westpac DIY Super Working Account	0.06
	31/03/2020	25000/WBC569437	Westpac DIY Super Working Account	0.66
	31/03/2020	25000/WBC569437	Westpac DIY Super Working Account	0.09
	30/04/2020	25000/WBC569437	Westpac DIY Super Working Account	0.30
	30/04/2020	25000/WBC569437	Westpac DIY Super Working Account	0.02
	29/05/2020	25000/WBC569437	Westpac DIY Super Working Account	0.28
	29/05/2020	25000/WBC569437	Westpac DIY Super Working Account	0.01
	30/06/2020	25000/WBC569437	Westpac DIY Super Working Account	0.02
	30/06/2020	25000/WBC569437	Westpac DIY Super Working Account	0.02
Sub-Total				11.52
Ignore Cents				0.52
Total				11.00
R1 - Assessable employer contributions				
	02/07/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	474.90
	19/07/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	316.60
	29/07/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	316.60
	07/08/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	14/08/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	900.74
	14/08/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	100.00
	21/08/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	316.60
	26/08/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	11/09/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	830.77
	11/09/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	316.60
	13/09/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	30/09/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	316.60

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
R1 - Assessable employer contributions				
	07/10/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	15/10/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	21/10/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	1,391.15
	23/10/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	159.64
	30/10/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	04/11/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	08/11/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	20/11/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	22/11/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	108.30
	25/11/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	03/12/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	06/12/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	108.00
	06/12/2019	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	12/12/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	108.00
	19/12/2019	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.00
	09/01/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	475.00
	16/01/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	23/01/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	317.00
	31/01/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.00
	17/02/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	21/02/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	323.00
	06/03/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	13/03/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.00
	13/03/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.00
	19/03/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.00
	19/03/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	26/03/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	02/04/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
R1 - Assessable employer contributions				
	09/04/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	17/04/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	167.80
	23/04/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	28/04/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	1,381.14
	04/05/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	14/05/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	14/05/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	20/05/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	22/05/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	28/05/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	09/06/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	10/06/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	10/06/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
	15/06/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	19/06/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	25/06/2020	24200/SMIALL00001A	(Contributions) Smith, Allan Charles - Accumulation (Accumulation...	158.30
	26/06/2020	24200/SMIKAR00001A	(Contributions) Smith, Karen Elizabeth - Accumulation (Accumulati...	920.76
Sub-Total				20,542.02
Ignore Cents				0.02
Total				20,542.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable employer contributions	20,542.02
Sub-Total				20,542.02
Ignore Cents				0.02
Total				20,542.00
W - GROSS INCOME (Sum of labels A to U)				
				40,910.00
Sub-Total				40,910.00
Ignore Cents				0.00
Total				40,910.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				40,910.00

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
V - TOTAL ASSESSABLE INCOME (W less Y)				
Sub-Total				40,910.00
Ignore Cents				0.00
Total				40,910.00
A1 - Expenses - Interest expenses within Australia				
	31/07/2019	37900	Interest Paid	0.03
	30/04/2020	37900	Interest Paid	1.16
	05/07/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,059.22
	05/08/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,049.69
	05/09/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,031.54
	07/10/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,059.43
	05/11/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	938.53
	05/12/2019	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	957.80
	06/01/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,016.97
	05/02/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	948.68
	05/03/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	912.48
	06/04/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	972.89
	05/05/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	861.60
	05/06/2020	42010/12kin1	12 Kingston Court, North Lakes QLD, Australia	924.77
Sub-Total				11,734.79
Ignore Cents				0.79
Total				11,734.00
E1 - Expenses - Decline in value of depreciating assets				
	30/06/2020	33400/WaterPump12Kingst	Water Pump 12 Kingston Court on	437.86
	30/06/2020	33400/PE12Kingston1	Plant & Equipment 12 Kingston Court	1,423.75
Sub-Total				1,861.61
Ignore Cents				0.61
Total				1,861.00
F1 - Expenses - Insurance Premiums				
	04/05/2020	39000/SMIKAR00001A	(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation (...)	3,488.01
	04/05/2020	39000/SMIKAR00001A	(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation (...)	(255.04)
	04/05/2020	39000/SMIKAR00001A	(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation (...)	(225.57)
	11/05/2020	39000/SMIALL00001A	(Life Insurance Premiums) Smith, Allan Charles - Accumulation (Ac...)	(44.30)
	11/06/2020	39000/SMIALL00001A	(Life Insurance Premiums) Smith, Allan Charles - Accumulation (Ac...)	1,369.78
	11/06/2020	39000/SMIALL00001A	(Life Insurance Premiums) Smith, Allan Charles - Accumulation (Ac...)	1,216.75

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
F1 - Expenses - Insurance Premiums				
Sub-Total				5,549.63
Ignore Cents				0.63
Total				5,549.00
I1 - Expenses - Investment expenses				
	30/06/2020	32800	Borrowing Expenses	530.23
	05/08/2019	41960/12kin1	12 Kingston Court, North Lakes QLD, Australia	482.55
	21/10/2019	41960/12kin1	12 Kingston Court, North Lakes QLD, Australia	482.55
	17/01/2020	41960/12kin1	12 Kingston Court, North Lakes QLD, Australia	482.55
	11/05/2020	41960/12kin1	12 Kingston Court, North Lakes QLD, Australia	482.55
	24/12/2019	41980/12kin1	12 Kingston Court, North Lakes QLD, Australia	665.58
	23/08/2019	42040/12kin1	12 Kingston Court, North Lakes QLD, Australia	185.00
	18/06/2020	42040/12kin1	12 Kingston Court, North Lakes QLD, Australia	195.00
	30/06/2020	42040/12kin1	12 Kingston Court, North Lakes QLD, Australia	195.00
	30/06/2020	42060/12kin1	12 Kingston Court, North Lakes QLD, Australia	189.00
	30/06/2020	42070/12kin1	12 Kingston Court, North Lakes QLD, Australia	1,774.52
	12/07/2019	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	400.54
	15/07/2019	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	(400.54)
	16/07/2019	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	400.54
	08/10/2019	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	357.30
	06/01/2020	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	343.12
	06/04/2020	42150/12kin1	12 Kingston Court, North Lakes QLD, Australia	334.04
Sub-Total				7,099.53
Ignore Cents				0.53
Total				7,099.00
J1 - Expenses - Management and administration expenses				
	15/07/2019	31500	Bank Charges	5.00
	17/12/2019	30800	ASIC Fees	54.00
	15/04/2020	31500	Bank Charges	5.00
	29/04/2020	30800	ASIC Fees	54.00
	30/06/2020	30400	ATO Supervisory Levy	259.00
Sub-Total				377.00
Ignore Cents				0.00
Total				377.00
N - TOTAL DEDUCTIONS				26,620.00

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
N - TOTAL DEDUCTIONS				
Sub-Total				26,620.00
Ignore Cents				0.00
Total				26,620.00
O - TAXABLE INCOME OR LOSS				
Sub-Total				14,290.00
Ignore Cents				0.00
Total				14,290.00
Z - TOTAL SMSF EXPENSES				
Sub-Total				26,620.00
Ignore Cents				0.00
Total				26,620.00
A - Taxable income				
Sub-Total				14,290.00
Ignore Cents				0.00
Total				14,290.00
T1 - Tax on taxable income				
Sub-Total				2,143.50
Ignore Cents				0.00
Total				2,143.50
B - Gross Tax				
Sub-Total				2,143.50
Ignore Cents				0.00
Total				2,143.50
T2 - SUBTOTAL				
Sub-Total				2,143.50
Ignore Cents				0.00
Total				2,143.50
T3 - SUBTOTAL 2				
Sub-Total				2,143.50
Ignore Cents				0.00
Total				2,143.50
T5 - TAX PAYABLE				

We Can Do Better Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2020

Tax Return Label	Date	Account Code	Account Name	Amount \$
T5 - TAX PAYABLE				
				2,143.50
Sub-Total				2,143.50
Ignore Cents				0.00
Total				2,143.50
K - PAYG instalments raised				
	08/01/2020	85000	Income Tax Payable/Refundable	732.00
	27/04/2020	85000	Income Tax Payable/Refundable	366.00
	30/06/2020	85000	Income Tax Payable/Refundable	366.00
Sub-Total				1,464.00
Ignore Cents				0.00
Total				1,464.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				938.50
Sub-Total				938.50
Ignore Cents				0.00
Total				938.50

We Can Do Better Superannuation Fund

Deferred Tax Reconciliation

For The Period 01 July 2019 - 30 June 2020

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non-Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
Revaluations					
PE12Kingston1	76550/PE12Kingston1 - Plant & Equipment 12 Kingston Court	(1,423.75)	(474.58)	(949.17)	(949.17)
12kin1	77200/12kin1 - 12 Kingston Court, North Lakes QLD, Australia	40,016.00	13,338.67	26,677.33	26,677.33
WaterPump12Kingston	76550/WaterPump12Kingston - Water Pump 12 Kingston Court	(437.86)	(145.95)	(291.91)	(291.91)
		38,154.39	12,718.14	25,436.25	25,436.25
Total		38,154.39	12,718.14	25,436.25	25,436.25
Deferred Tax Liability (Asset) Summary					
Opening Balance		0.00			
Current Year Transactions		3,815.44			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/Adjustment		0.00			
Capital Loss carried forward recouped		0.00			
Tax Loss carried forward recouped		0.00			
Closing Balance		3,815.44			

We Can Do Better Superannuation Fund

Statement of Taxable Income

For the year ended 30 June 2020

	2020
	\$
Benefits accrued as a result of operations	54,304.35
Less	
Increase in MV of investments	40,016.00
	<hr/> 40,016.00
SMSF Annual Return Rounding	1.65
	<hr/> 14,290.00
Taxable Income or Loss	<hr/> 14,290.00
Income Tax on Taxable Income or Loss	2,143.50
	<hr/>
CURRENT TAX OR REFUND	<hr/> 2,143.50
Supervisory Levy	259.00
Income Tax Instalments Paid	(1,464.00)
	<hr/> 938.50
AMOUNT DUE OR REFUNDABLE	<hr/> 938.50

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
02/07/2019	DEPOSIT SuperChoice P/L PC010719-137394054			474.90	474.90 CR
19/07/2019	DEPOSIT SuperChoice P/L PC180719-138687130			316.60	791.50 CR
29/07/2019	DEPOSIT SuperChoice P/L PC260719-139525843			316.60	1,108.10 CR
07/08/2019	DEPOSIT SuperChoice P/L PC060819-140441809			158.30	1,266.40 CR
21/08/2019	DEPOSIT SuperChoice P/L PC200819-141659845			316.60	1,583.00 CR
26/08/2019	DEPOSIT SuperChoice P/L PC230819-141925576			158.30	1,741.30 CR
11/09/2019	DEPOSIT SuperChoice P/L PC100919-171024191			316.60	2,057.90 CR
13/09/2019	DEPOSIT SuperChoice P/L PC120919-174119446			158.30	2,216.20 CR
30/09/2019	DEPOSIT SuperChoice P/L PC270919-167952712			316.60	2,532.80 CR
07/10/2019	DEPOSIT SuperChoice P/L PC041019-182292507			158.30	2,691.10 CR
15/10/2019	DEPOSIT SuperChoice P/L PC141019-172490410			158.30	2,849.40 CR
23/10/2019	DEPOSIT SuperChoice P/L PC221019-156110161			159.64	3,009.04 CR
30/10/2019	DEPOSIT SuperChoice P/L PC291019-113641956			158.30	3,167.34 CR
04/11/2019	DEPOSIT SuperChoice P/L PC011119-116887980			158.30	3,325.64 CR
08/11/2019	DEPOSIT SuperChoice P/L PC071119-124331468			158.30	3,483.94 CR
20/11/2019	DEPOSIT PRECISION CH PASCH1911150001299			158.30	3,642.24 CR
22/11/2019	DEPOSIT PRECISION CH PASCH1911180004371			108.30	3,750.54 CR
03/12/2019	DEPOSIT PRECISION CH PASCH1911280000440			158.30	3,908.84 CR
06/12/2019	DEPOSIT PRECISION CH PASCH1912030002957			108.00	4,016.84 CR
12/12/2019	DEPOSIT PRECISION CH PASCH1912090001524			108.00	4,124.84 CR
19/12/2019	DEPOSIT PRECISION CH PASCH1912160000773			158.00	4,282.84 CR
09/01/2020	DEPOSIT PRECISION CH PASCH2001060000601			475.00	4,757.84 CR
23/01/2020	DEPOSIT PRECISION CH PASCH2001200001454			317.00	5,074.84 CR
31/01/2020	DEPOSIT PRECISION CH PASCH2001280001096			158.00	5,232.84 CR
21/02/2020	DEPOSIT PRECISION CH PASCH2002180001814			323.00	5,555.84 CR
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002907			158.00	5,713.84 CR
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002849			158.00	5,871.84 CR
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003575			158.00	6,029.84 CR
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003440			158.30	6,188.14 CR
26/03/2020	DEPOSIT PRECISION CH PASCH2003230002546			158.30	6,346.44 CR
02/04/2020	DEPOSIT PRECISION CH PASCH2003300001752			158.30	6,504.74 CR
09/04/2020	DEPOSIT PRECISION CH			158.30	6,663.04 CR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
	PASCH2004060002751				
17/04/2020	DEPOSIT PRECISION CH PASCH2004140000708			167.80	6,830.84 CR
23/04/2020	DEPOSIT PRECISION CH PASCH2004200003397			158.30	6,989.14 CR
04/05/2020	DEPOSIT PRECISION CH PASCH2004280009808			158.30	7,147.44 CR
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001115			158.30	7,305.74 CR
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001102			158.30	7,464.04 CR
22/05/2020	DEPOSIT PRECISION CH PASCH2005190000563			158.30	7,622.34 CR
28/05/2020	DEPOSIT PRECISION CH PASCH2005250001923			158.30	7,780.64 CR
09/06/2020	DEPOSIT PRECISION CH PASCH2006040000113			158.30	7,938.94 CR
10/06/2020	DEPOSIT PRECISION CH PASCH2006040004381			158.30	8,097.24 CR
15/06/2020	DEPOSIT PRECISION CH PASCH2006090004397			158.30	8,255.54 CR
19/06/2020	DEPOSIT PRECISION CH PASCH2006160003901			158.30	8,413.84 CR
25/06/2020	DEPOSIT PRECISION CH PASCH2006220000664			158.30	8,572.14 CR
				8,572.14	8,572.14 CR
(Contributions) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)					
14/08/2019	DEPOSIT SuperChoice P/L PC130819- 140940058			900.74	900.74 CR
14/08/2019	DEPOSIT SuperChoice P/L PC130819- 140939924			100.00	1,000.74 CR
11/09/2019	DEPOSIT SuperChoice P/L PC100919- 171012835			830.77	1,831.51 CR
21/10/2019	DEPOSIT SuperChoice P/L PC181019- 199467892			1,391.15	3,222.66 CR
25/11/2019	DEPOSIT SuperChoice P/L PC221119- 165379707			920.76	4,143.42 CR
06/12/2019	DEPOSIT SuperChoice P/L PC051219- 130353440			920.76	5,064.18 CR
16/01/2020	DEPOSIT SuperChoice P/L PC150120- 150485789			920.76	5,984.94 CR
17/02/2020	DEPOSIT SuperChoice P/L PC140220- 198513670			920.76	6,905.70 CR
06/03/2020	DEPOSIT SuperChoice P/L PC050320- 179609678			920.76	7,826.46 CR
28/04/2020	DEPOSIT SuperChoice P/L PC270420- 105304136			1,381.14	9,207.60 CR
20/05/2020	DEPOSIT SuperChoice P/L PC190520- 146191132			920.76	10,128.36 CR
10/06/2020	DEPOSIT SuperChoice P/L PC090620- 147391622			920.76	11,049.12 CR
26/06/2020	DEPOSIT SuperChoice P/L PC250620- 177803693			920.76	11,969.88 CR
				11,969.88	11,969.88 CR
Changes in Market Values of Investments (24700)					
Changes in Market Values of Investments (24700)					
30/06/2020	Revaluation - 30/06/2020 @ \$450,000.000000 (Exit) - 1.000000 Units on hand (12kin1)			40,016.00	40,016.00 CR
				40,016.00	40,016.00 CR
Interest Received (25000)					

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>Westpac DIY Super Working Account (WBC569437)</u>					
31/07/2019	INTEREST PAID			2.00	2.00 CR
31/07/2019	INTEREST PAID			0.20	2.20 CR
30/08/2019	INTEREST PAID			1.04	3.24 CR
30/08/2019	INTEREST PAID			0.16	3.40 CR
30/09/2019	INTEREST PAID			1.03	4.43 CR
30/09/2019	INTEREST PAID			0.16	4.59 CR
31/10/2019	INTEREST PAID			0.89	5.48 CR
31/10/2019	INTEREST PAID			0.22	5.70 CR
29/11/2019	INTEREST PAID			0.77	6.47 CR
29/11/2019	INTEREST PAID			0.06	6.53 CR
31/12/2019	INTEREST PAID			0.92	7.45 CR
31/12/2019	INTEREST PAID			0.08	7.53 CR
31/01/2020	INTEREST PAID			0.91	8.44 CR
31/01/2020	INTEREST PAID			0.05	8.49 CR
28/02/2020	INTEREST PAID			0.76	9.25 CR
28/02/2020	INTEREST PAID			0.06	9.31 CR
31/03/2020	INTEREST PAID			0.66	9.97 CR
31/03/2020	INTEREST PAID			0.09	10.06 CR
30/04/2020	INTEREST PAID			0.30	10.36 CR
30/04/2020	INTEREST PAID			0.02	10.38 CR
29/05/2020	INTEREST PAID			0.28	10.66 CR
29/05/2020	INTEREST PAID			0.01	10.67 CR
30/06/2020	INTEREST PAID			0.02	10.69 CR
30/06/2020	INTEREST PAID			0.02	10.71 CR
				10.71	10.71 CR
<u>Interest Received ATO General Interest Charge (25100)</u>					
<u>Interest Received ATO General Interest Charge (25100)</u>					
03/07/2019	DEPOSIT ATO ATO006000010674408 [DEPOSIT ATO ATO006000010674408 - Refund for 2018 ITR] [ATO GIC]			0.81	0.81 CR
				0.81	0.81 CR
<u>Property Income (28000)</u>					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
01/07/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			529.23	529.23 CR
15/07/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	1,253.46 CR
01/08/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			1,310.96	2,564.42 CR
15/08/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	3,288.65 CR
02/09/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	4,012.88 CR
16/09/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	4,737.11 CR
01/10/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	5,461.34 CR
15/10/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	6,185.57 CR
01/11/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			696.73	6,882.30 CR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
15/11/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			509.73	7,392.03 CR
02/12/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	8,116.26 CR
16/12/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	8,840.49 CR
02/01/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			1,369.46	10,209.95 CR
03/02/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			1,448.46	11,658.41 CR
17/02/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			696.73	12,355.14 CR
02/03/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	13,079.37 CR
16/03/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	13,803.60 CR
01/04/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			801.60	14,605.20 CR
15/04/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	15,329.43 CR
01/05/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	16,053.66 CR
15/05/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	16,777.89 CR
01/06/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			696.73	17,474.62 CR
15/06/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT			724.23	18,198.85 CR
30/06/2020	Gross up rental income as per Agent's statement			2,158.52	20,357.37 CR
				20,357.37	20,357.37 CR
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
30/06/2020	Take up 2019 ATO Supervisory Levy		259.00		259.00 DR
			259.00		259.00 DR
ASIC Fees (30800)					
<u>ASIC Fees (30800)</u>					
17/12/2019	WITHDRAWAL ONLINE 5105527 BPAY ASIC ASIC		54.00		54.00 DR
29/04/2020	WITHDRAWAL ONLINE 5740138 BPAY ASIC ASIC		54.00		108.00 DR
			108.00		108.00 DR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
15/07/2019	DIRECT ENTRY DEBIT DISHONoured FEE 0401588		5.00		5.00 DR
15/04/2020	DIRECT ENTRY DEBIT DISHONoured FEE 0000117		5.00		10.00 DR
			10.00		10.00 DR
Borrowing Expenses (32800)					
<u>Borrowing Expenses (32800)</u>					
30/06/2020	Borrowing cost amortisation		530.23		530.23 DR
			530.23		530.23 DR
Depreciation (33400)					
<u>Plant & Equipment 12 Kingston Court (PE12Kingston1)</u>					
30/06/2020	Depreciation for the period {2020}		1,423.75		1,423.75 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
			1,423.75		1,423.75 DR
<u>Water Pump 12 Kingston Court (WaterPump12Kingston)</u>					
30/06/2020	Depreciation for the period {2020}		437.86		437.86 DR
			437.86		437.86 DR
Interest Paid (37900)					
<u>Interest Paid (37900)</u>					
31/07/2019	INTEREST		0.03		0.03 DR
30/04/2020	INTEREST		1.16		1.19 DR
			1.19		1.19 DR
Life Insurance Premiums (39000)					
<u>(Life Insurance Premiums) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
11/05/2020	DEPOSIT ASTERON LIFE 001365744 [DEPOSIT ASTERON LIFE 001365744 - Refund for 2019 FY]			44.30	44.30 CR
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00002		1,369.78		1,325.48 DR
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00003		1,216.75		2,542.23 DR
			2,586.53	44.30	2,542.23 DR
<u>(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)</u>					
04/05/2020	PAYMENT BY AUTHORITY TO ZURICH LIFE M006450 3L01052020		3,488.01		3,488.01 DR
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162061 K E SMITH [DEPOSIT ZURICH AUST. LTD 50162061 K E SMITH - Refund for 2019]			255.04	3,232.97 DR
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162062 K E SMITH [DEPOSIT ZURICH AUST. LTD 50162062 K E SMITH - Refund for 2019 FY]			225.57	3,007.40 DR
			3,488.01	480.61	3,007.40 DR
Property Expenses - Council Rates (41960)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
05/08/2019	WITHDRAWAL ONLINE 3997135 BPAY MBRC PAYME Rates		482.55		482.55 DR
21/10/2019	WITHDRAWAL ONLINE 0742483 BPAY MBRC PAYME MBRC RATES		482.55		965.10 DR
17/01/2020	WITHDRAWAL ONLINE 8968091 BPAY MBRC PAYME MBRC RATES		482.55		1,447.65 DR
11/05/2020	WITHDRAWAL ONLINE 0985007 BPAY MBRC PAYME Rates		482.55		1,930.20 DR
			1,930.20		1,930.20 DR
Property Expenses - Insurance Premium (41980)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
24/12/2019	WITHDRAWAL ONLINE 7329476 BPAY RACQ INSUR House Insurance		665.58		665.58 DR
			665.58		665.58 DR
Property Expenses - Interest on Loans (42010)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
05/07/2019	INTEREST		1,059.22		1,059.22 DR
05/08/2019	INTEREST		1,049.69		2,108.91 DR
05/09/2019	INTEREST		1,031.54		3,140.45 DR
07/10/2019	INTEREST		1,059.43		4,199.88 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
05/11/2019	INTEREST		938.53		5,138.41 DR
05/12/2019	INTEREST		957.80		6,096.21 DR
06/01/2020	INTEREST		1,016.97		7,113.18 DR
05/02/2020	INTEREST		948.68		8,061.86 DR
05/03/2020	INTEREST		912.48		8,974.34 DR
06/04/2020	INTEREST		972.89		9,947.23 DR
05/05/2020	INTEREST		861.60		10,808.83 DR
05/06/2020	INTEREST		924.77		11,733.60 DR
			11,733.60		11,733.60 DR
Property Expenses - Pest Control (42040)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
23/08/2019	WITHDRAWAL ONLINE 1077210 PYMT Termicide Termicide Pest		185.00		185.00 DR
18/06/2020	WITHDRAWAL-OSKO PAYMENT 1081946 Termicide Pest Control Termicide - Termite Control		195.00		380.00 DR
30/06/2020	Gross up rental income as per Agent's statement		195.00		575.00 DR
			575.00		575.00 DR
Property Expenses - Repairs Maintenance (42060)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
30/06/2020	Gross up rental income as per Agent's statement		189.00		189.00 DR
			189.00		189.00 DR
Property Expenses - Agent Fees (42070)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
30/06/2020	Gross up rental income as per Agent's statement		1,774.52		1,774.52 DR
			1,774.52		1,774.52 DR
Property Expenses - Water Rates (42150)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
12/07/2019	PAYMENT BY AUTHORITY TO UNITYWATER 5538882		400.54		400.54 DR
15/07/2019	DIRECT DEBIT DISHONoured 0401588			400.54	0.00 DR
16/07/2019	WITHDRAWAL ONLINE 3886817 BPAY UNITYWATER Unity Water		400.54		400.54 DR
08/10/2019	PAYMENT BY AUTHORITY TO UNITYWATER 5864017		357.30		757.84 DR
06/01/2020	PAYMENT BY AUTHORITY TO UNITYWATER 6192238		343.12		1,100.96 DR
06/04/2020	PAYMENT BY AUTHORITY TO UNITYWATER 6543639		334.04		1,435.00 DR
			1,835.54	400.54	1,435.00 DR
Benefits Paid/Transfers Out (46000)					
<u>(Benefits Paid/Transfers Out) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
22/05/2020	WITHDRAWAL-OSKO PAYMENT 1439327 AC & KE Smith		10,000.00		10,000.00 DR
22/05/2020	System Member Journals			10,000.00	0.00 DR
			10,000.00	10,000.00	0.00 DR
Income Tax Expense (48500)					
<u>Income Tax Expense (48500)</u>					

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2020	Create Entries - PDIT Entry - 30/06/2020		3,815.43		3,815.43 DR
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020		2,143.50		5,958.93 DR
			5,958.93		5,958.93 DR

Profit/Loss Allocation Account (49000)

Profit/Loss Allocation Account (49000)

02/07/2019	System Member Journals		403.66		403.66 DR
19/07/2019	System Member Journals		269.11		672.77 DR
29/07/2019	System Member Journals		269.11		941.88 DR
07/08/2019	System Member Journals		134.55		1,076.43 DR
14/08/2019	System Member Journals		765.63		1,842.06 DR
14/08/2019	System Member Journals		85.00		1,927.06 DR
21/08/2019	System Member Journals		269.11		2,196.17 DR
26/08/2019	System Member Journals		134.55		2,330.72 DR
11/09/2019	System Member Journals		706.15		3,036.87 DR
11/09/2019	System Member Journals		269.11		3,305.98 DR
13/09/2019	System Member Journals		134.55		3,440.53 DR
30/09/2019	System Member Journals		269.11		3,709.64 DR
07/10/2019	System Member Journals		134.55		3,844.19 DR
15/10/2019	System Member Journals		134.55		3,978.74 DR
21/10/2019	System Member Journals		1,182.48		5,161.22 DR
23/10/2019	System Member Journals		135.69		5,296.91 DR
30/10/2019	System Member Journals		134.55		5,431.46 DR
04/11/2019	System Member Journals		134.55		5,566.01 DR
08/11/2019	System Member Journals		134.55		5,700.56 DR
20/11/2019	System Member Journals		134.55		5,835.11 DR
22/11/2019	System Member Journals		92.05		5,927.16 DR
25/11/2019	System Member Journals		782.65		6,709.81 DR
03/12/2019	System Member Journals		134.55		6,844.36 DR
06/12/2019	System Member Journals		91.80		6,936.16 DR
06/12/2019	System Member Journals		782.65		7,718.81 DR
12/12/2019	System Member Journals		91.80		7,810.61 DR
19/12/2019	System Member Journals		134.30		7,944.91 DR
09/01/2020	System Member Journals		403.75		8,348.66 DR
16/01/2020	System Member Journals		782.65		9,131.31 DR
23/01/2020	System Member Journals		269.45		9,400.76 DR
31/01/2020	System Member Journals		134.30		9,535.06 DR
17/02/2020	System Member Journals		782.65		10,317.71 DR
21/02/2020	System Member Journals		274.55		10,592.26 DR
06/03/2020	System Member Journals		782.65		11,374.91 DR
13/03/2020	System Member Journals		134.30		11,509.21 DR
13/03/2020	System Member Journals		134.30		11,643.51 DR
19/03/2020	System Member Journals		134.30		11,777.81 DR
19/03/2020	System Member Journals		134.55		11,912.36 DR
26/03/2020	System Member Journals		134.55		12,046.91 DR
02/04/2020	System Member Journals		134.55		12,181.46 DR
09/04/2020	System Member Journals		134.55		12,316.01 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
17/04/2020	System Member Journals		142.63		12,458.64 DR
23/04/2020	System Member Journals		134.55		12,593.19 DR
28/04/2020	System Member Journals		1,173.97		13,767.16 DR
04/05/2020	System Member Journals		134.55		13,901.71 DR
04/05/2020	System Member Journals			2,964.81	10,936.90 DR
04/05/2020	System Member Journals		216.78		11,153.68 DR
04/05/2020	System Member Journals		191.73		11,345.41 DR
11/05/2020	System Member Journals		37.65		11,383.06 DR
14/05/2020	System Member Journals		134.55		11,517.61 DR
14/05/2020	System Member Journals		134.55		11,652.16 DR
20/05/2020	System Member Journals		782.65		12,434.81 DR
22/05/2020	System Member Journals		134.55		12,569.36 DR
28/05/2020	System Member Journals		134.55		12,703.91 DR
09/06/2020	System Member Journals		134.55		12,838.46 DR
10/06/2020	System Member Journals		134.55		12,973.01 DR
10/06/2020	System Member Journals		782.65		13,755.66 DR
11/06/2020	System Member Journals			1,164.31	12,591.35 DR
11/06/2020	System Member Journals			1,034.24	11,557.11 DR
15/06/2020	System Member Journals		134.55		11,691.66 DR
19/06/2020	System Member Journals		134.55		11,826.21 DR
25/06/2020	System Member Journals		134.55		11,960.76 DR
26/06/2020	System Member Journals		782.65		12,743.41 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		20,135.59		32,879.00 DR
30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020		19,176.37		52,055.37 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			1,900.24	50,155.13 DR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020			1,809.71	48,345.42 DR
			57,218.73	8,873.31	48,345.42 DR
Opening Balance (50010)					
<u>(Opening Balance) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
01/07/2019	Opening Balance				101,358.66 CR
					101,358.66 CR
<u>(Opening Balance) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)</u>					
01/07/2019	Opening Balance				105,247.59 CR
					105,247.59 CR
Contributions (52420)					
<u>(Contributions) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
02/07/2019	System Member Journals			474.90	474.90 CR
19/07/2019	System Member Journals			316.60	791.50 CR
29/07/2019	System Member Journals			316.60	1,108.10 CR
07/08/2019	System Member Journals			158.30	1,266.40 CR
21/08/2019	System Member Journals			316.60	1,583.00 CR
26/08/2019	System Member Journals			158.30	1,741.30 CR
11/09/2019	System Member Journals			316.60	2,057.90 CR
13/09/2019	System Member Journals			158.30	2,216.20 CR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/09/2019	System Member Journals			316.60	2,532.80 CR
07/10/2019	System Member Journals			158.30	2,691.10 CR
15/10/2019	System Member Journals			158.30	2,849.40 CR
23/10/2019	System Member Journals			159.64	3,009.04 CR
30/10/2019	System Member Journals			158.30	3,167.34 CR
04/11/2019	System Member Journals			158.30	3,325.64 CR
08/11/2019	System Member Journals			158.30	3,483.94 CR
20/11/2019	System Member Journals			158.30	3,642.24 CR
22/11/2019	System Member Journals			108.30	3,750.54 CR
03/12/2019	System Member Journals			158.30	3,908.84 CR
06/12/2019	System Member Journals			108.00	4,016.84 CR
12/12/2019	System Member Journals			108.00	4,124.84 CR
19/12/2019	System Member Journals			158.00	4,282.84 CR
09/01/2020	System Member Journals			475.00	4,757.84 CR
23/01/2020	System Member Journals			317.00	5,074.84 CR
31/01/2020	System Member Journals			158.00	5,232.84 CR
21/02/2020	System Member Journals			323.00	5,555.84 CR
13/03/2020	System Member Journals			158.00	5,713.84 CR
13/03/2020	System Member Journals			158.00	5,871.84 CR
19/03/2020	System Member Journals			158.00	6,029.84 CR
19/03/2020	System Member Journals			158.30	6,188.14 CR
26/03/2020	System Member Journals			158.30	6,346.44 CR
02/04/2020	System Member Journals			158.30	6,504.74 CR
09/04/2020	System Member Journals			158.30	6,663.04 CR
17/04/2020	System Member Journals			167.80	6,830.84 CR
23/04/2020	System Member Journals			158.30	6,989.14 CR
04/05/2020	System Member Journals			158.30	7,147.44 CR
14/05/2020	System Member Journals			158.30	7,305.74 CR
14/05/2020	System Member Journals			158.30	7,464.04 CR
22/05/2020	System Member Journals			158.30	7,622.34 CR
28/05/2020	System Member Journals			158.30	7,780.64 CR
09/06/2020	System Member Journals			158.30	7,938.94 CR
10/06/2020	System Member Journals			158.30	8,097.24 CR
15/06/2020	System Member Journals			158.30	8,255.54 CR
19/06/2020	System Member Journals			158.30	8,413.84 CR
25/06/2020	System Member Journals			158.30	8,572.14 CR
				8,572.14	8,572.14 CR
(Contributions) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)					
14/08/2019	System Member Journals			900.74	900.74 CR
14/08/2019	System Member Journals			100.00	1,000.74 CR
11/09/2019	System Member Journals			830.77	1,831.51 CR
21/10/2019	System Member Journals			1,391.15	3,222.66 CR
25/11/2019	System Member Journals			920.76	4,143.42 CR
06/12/2019	System Member Journals			920.76	5,064.18 CR
16/01/2020	System Member Journals			920.76	5,984.94 CR
17/02/2020	System Member Journals			920.76	6,905.70 CR
06/03/2020	System Member Journals			920.76	7,826.46 CR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
28/04/2020	System Member Journals			1,381.14	9,207.60 CR
20/05/2020	System Member Journals			920.76	10,128.36 CR
10/06/2020	System Member Journals			920.76	11,049.12 CR
26/06/2020	System Member Journals			920.76	11,969.88 CR
				11,969.88	11,969.88 CR

Share of Profit/(Loss) (53100)

(Share of Profit/(Loss)) Smith, Allan Charles - Accumulation (SMIAL00001A)

30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			19,176.37	19,176.37 CR
				19,176.37	19,176.37 CR

(Share of Profit/(Loss)) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)

30/06/2020	Create Entries - Profit/Loss Allocation - 30/06/2020			20,135.59	20,135.59 CR
				20,135.59	20,135.59 CR

Income Tax (53330)

(Income Tax) Smith, Allan Charles - Accumulation (SMIAL00001A)

11/05/2020	System Member Journals		6.65		6.65 DR
11/06/2020	System Member Journals			205.47	198.82 CR
11/06/2020	System Member Journals			182.51	381.33 CR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		1,809.71		1,428.38 DR
			1,816.36	387.98	1,428.38 DR

(Income Tax) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)

04/05/2020	System Member Journals			523.20	523.20 CR
04/05/2020	System Member Journals		38.26		484.94 CR
04/05/2020	System Member Journals		33.84		451.10 CR
30/06/2020	Create Entries - Income Tax Expense Allocation - 30/06/2020		1,900.24		1,449.14 DR
			1,972.34	523.20	1,449.14 DR

Contributions Tax (53800)

(Contributions Tax) Smith, Allan Charles - Accumulation (SMIAL00001A)

02/07/2019	System Member Journals		71.24		71.24 DR
19/07/2019	System Member Journals		47.49		118.73 DR
29/07/2019	System Member Journals		47.49		166.22 DR
07/08/2019	System Member Journals		23.75		189.97 DR
21/08/2019	System Member Journals		47.49		237.46 DR
26/08/2019	System Member Journals		23.75		261.21 DR
11/09/2019	System Member Journals		47.49		308.70 DR
13/09/2019	System Member Journals		23.75		332.45 DR
30/09/2019	System Member Journals		47.49		379.94 DR
07/10/2019	System Member Journals		23.75		403.69 DR
15/10/2019	System Member Journals		23.75		427.44 DR
23/10/2019	System Member Journals		23.95		451.39 DR
30/10/2019	System Member Journals		23.75		475.14 DR
04/11/2019	System Member Journals		23.75		498.89 DR
08/11/2019	System Member Journals		23.75		522.64 DR
20/11/2019	System Member Journals		23.75		546.39 DR
22/11/2019	System Member Journals		16.25		562.64 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
03/12/2019	System Member Journals		23.75		586.39 DR
06/12/2019	System Member Journals		16.20		602.59 DR
12/12/2019	System Member Journals		16.20		618.79 DR
19/12/2019	System Member Journals		23.70		642.49 DR
09/01/2020	System Member Journals		71.25		713.74 DR
23/01/2020	System Member Journals		47.55		761.29 DR
31/01/2020	System Member Journals		23.70		784.99 DR
21/02/2020	System Member Journals		48.45		833.44 DR
13/03/2020	System Member Journals		23.70		857.14 DR
13/03/2020	System Member Journals		23.70		880.84 DR
19/03/2020	System Member Journals		23.70		904.54 DR
19/03/2020	System Member Journals		23.75		928.29 DR
26/03/2020	System Member Journals		23.75		952.04 DR
02/04/2020	System Member Journals		23.75		975.79 DR
09/04/2020	System Member Journals		23.75		999.54 DR
17/04/2020	System Member Journals		25.17		1,024.71 DR
23/04/2020	System Member Journals		23.75		1,048.46 DR
04/05/2020	System Member Journals		23.75		1,072.21 DR
14/05/2020	System Member Journals		23.75		1,095.96 DR
14/05/2020	System Member Journals		23.75		1,119.71 DR
22/05/2020	System Member Journals		23.75		1,143.46 DR
28/05/2020	System Member Journals		23.75		1,167.21 DR
09/06/2020	System Member Journals		23.75		1,190.96 DR
10/06/2020	System Member Journals		23.75		1,214.71 DR
15/06/2020	System Member Journals		23.75		1,238.46 DR
19/06/2020	System Member Journals		23.75		1,262.21 DR
25/06/2020	System Member Journals		23.75		1,285.96 DR
			1,285.96		1,285.96 DR
<u>(Contributions Tax) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)</u>					
14/08/2019	System Member Journals		135.11		135.11 DR
14/08/2019	System Member Journals		15.00		150.11 DR
11/09/2019	System Member Journals		124.62		274.73 DR
21/10/2019	System Member Journals		208.67		483.40 DR
25/11/2019	System Member Journals		138.11		621.51 DR
06/12/2019	System Member Journals		138.11		759.62 DR
16/01/2020	System Member Journals		138.11		897.73 DR
17/02/2020	System Member Journals		138.11		1,035.84 DR
06/03/2020	System Member Journals		138.11		1,173.95 DR
28/04/2020	System Member Journals		207.17		1,381.12 DR
20/05/2020	System Member Journals		138.11		1,519.23 DR
10/06/2020	System Member Journals		138.11		1,657.34 DR
26/06/2020	System Member Journals		138.11		1,795.45 DR
			1,795.45		1,795.45 DR
Life Insurance Premiums (53920)					
<u>(Life Insurance Premiums) Smith, Allan Charles - Accumulation (SMIALL00001A)</u>					
11/05/2020	System Member Journals			44.30	44.30 CR
11/06/2020	System Member Journals		1,369.78		1,325.48 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
11/06/2020	System Member Journals		1,216.75		2,542.23 DR
			2,586.53	44.30	2,542.23 DR
<u>(Life Insurance Premiums) Smith, Karen Elizabeth - Accumulation (SMIKAR00001A)</u>					
04/05/2020	System Member Journals		3,488.01		3,488.01 DR
04/05/2020	System Member Journals			255.04	3,232.97 DR
04/05/2020	System Member Journals			225.57	3,007.40 DR
			3,488.01	480.61	3,007.40 DR
Benefits Paid/Transfers Out (54500)					
<u>(Benefits Paid/Transfers Out) Smith, Allan Charles - Accumulation (SMIAL00001A)</u>					
22/05/2020	System Member Journals		10,000.00		10,000.00 DR
			10,000.00		10,000.00 DR
Bank Accounts (60400)					
<u>Westpac DIY Super Savings Account (064640388037)</u>					
01/07/2019	Opening Balance				7,924.79 DR
02/07/2019	WITHDRAWAL ONLINE 1440869 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2440910 TFR Westpac DIY Super SaTsfrFrmSavings]			2,000.00	5,924.79 DR
02/07/2019	DEPOSIT SuperChoice P/L PC010719-137394054		474.90		6,399.69 DR
04/07/2019	DEPOSIT ONLINE 2630420 TFR Westpac DIY Super Wofrom working [WITHDRAWAL ONLINE 1630420 TFR Westpac DIY to savings]		3,000.00		9,399.69 DR
19/07/2019	DEPOSIT SuperChoice P/L PC180719-138687130		316.60		9,716.29 DR
29/07/2019	DEPOSIT SuperChoice P/L PC260719-139525843		316.60		10,032.89 DR
31/07/2019	INTEREST PAID		2.00		10,034.89 DR
02/08/2019	WITHDRAWAL ONLINE 1596247 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2596266 TFR Westpac DIY Super SaTsfrFrmSavings]			2,000.00	8,034.89 DR
07/08/2019	DEPOSIT SuperChoice P/L PC060819-140441809		158.30		8,193.19 DR
21/08/2019	DEPOSIT SuperChoice P/L PC200819-141659845		316.60		8,509.79 DR
26/08/2019	DEPOSIT SuperChoice P/L PC230819-141925576		158.30		8,668.09 DR
27/08/2019	DEPOSIT ONLINE 2834085 TFR Westpac DIY Super WoFrmWorking [WITHDRAWAL ONLINE 1834085 TFR Westpac DIY ToSavings]		1,000.00		9,668.09 DR
30/08/2019	INTEREST PAID		1.04		9,669.13 DR
02/09/2019	WITHDRAWAL ONLINE 1587570 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2587586 TFR Westpac DIY Super SaTsfrFrmSavings]			2,000.00	7,669.13 DR
11/09/2019	DEPOSIT SuperChoice P/L PC100919-171024191		316.60		7,985.73 DR
13/09/2019	DEPOSIT SuperChoice P/L PC120919-174119446		158.30		8,144.03 DR
30/09/2019	DEPOSIT SuperChoice P/L PC270919-167952712		316.60		8,460.63 DR
30/09/2019	INTEREST PAID		1.03		8,461.66 DR
02/10/2019	WITHDRAWAL ONLINE 1693815 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2693832 TFR Westpac DIY TsfrFrmSavings]			2,000.00	6,461.66 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
07/10/2019	DEPOSIT SuperChoice P/L PC041019-182292507		158.30		6,619.96 DR
15/10/2019	DEPOSIT SuperChoice P/L PC141019-172490410		158.30		6,778.26 DR
21/10/2019	DEPOSIT ONLINE 2977538 TFR Westpac DIY FROM WORKING [WITHDRAWAL ONLINE 1977537 TFR Westpac DIY TO SAVINGS]		3,000.00		9,778.26 DR
23/10/2019	DEPOSIT SuperChoice P/L PC221019-156110161		159.64		9,937.90 DR
30/10/2019	DEPOSIT SuperChoice P/L PC291019-113641956		158.30		10,096.20 DR
31/10/2019	INTEREST PAID		0.89		10,097.09 DR
04/11/2019	WITHDRAWAL ONLINE 1501267 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2501309 TFR Westpac DIY TsfrFrmSavings]			2,000.00	8,097.09 DR
04/11/2019	DEPOSIT SuperChoice P/L PC011119-116887980		158.30		8,255.39 DR
08/11/2019	DEPOSIT SuperChoice P/L PC071119-124331468		158.30		8,413.69 DR
14/11/2019	DEPOSIT ONLINE 2152340 TFR Westpac DIY FRM WORKING [WITHDRAWAL ONLINE 1152340 TFR Westpac DIY TO SAVINGS]		2,000.00		10,413.69 DR
20/11/2019	DEPOSIT PRECISION CH PASCH1911150001299		158.30		10,571.99 DR
22/11/2019	DEPOSIT PRECISION CH PASCH1911180004371		108.30		10,680.29 DR
29/11/2019	INTEREST PAID		0.77		10,681.06 DR
02/12/2019	WITHDRAWAL ONLINE 1690794 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2690800 TFR Westpac DIY TsfrFrmSavings]			2,000.00	8,681.06 DR
02/12/2019	DEPOSIT ONLINE 2257923 TFR Westpac DIY From working [WITHDRAWAL ONLINE 1257921 TFR Westpac DIY To savings]		1,500.00		10,181.06 DR
03/12/2019	DEPOSIT PRECISION CH PASCH1911280000440		158.30		10,339.36 DR
06/12/2019	DEPOSIT PRECISION CH PASCH1912030002957		108.00		10,447.36 DR
12/12/2019	DEPOSIT PRECISION CH PASCH1912090001524		108.00		10,555.36 DR
19/12/2019	DEPOSIT PRECISION CH PASCH1912160000773		158.00		10,713.36 DR
31/12/2019	INTEREST PAID		0.92		10,714.28 DR
02/01/2020	WITHDRAWAL ONLINE 1493670 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2493677 TFR Westpac DIY TsfrFrmSavings]			2,000.00	8,714.28 DR
08/01/2020	DEPOSIT ONLINE 2469561 TFR Westpac DIY FRM WORKING [WITHDRAWAL ONLINE 1469560 TFR Westpac DIY TO SAVINGS]		2,000.00		10,714.28 DR
09/01/2020	DEPOSIT PRECISION CH PASCH2001060000601		475.00		11,189.28 DR
23/01/2020	DEPOSIT PRECISION CH PASCH2001200001454		317.00		11,506.28 DR
31/01/2020	DEPOSIT PRECISION CH PASCH2001280001096		158.00		11,664.28 DR
31/01/2020	INTEREST PAID		0.91		11,665.19 DR
03/02/2020	WITHDRAWAL ONLINE 1365829 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2365835 TFR Westpac DIY TsfrFrmSavings]			2,000.00	9,665.19 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
21/02/2020	DEPOSIT PRECISION CH PASCH2002180001814		323.00		9,988.19 DR
28/02/2020	INTEREST PAID		0.76		9,988.95 DR
02/03/2020	WITHDRAWAL ONLINE 1619585 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2619592 TFR Westpac DIY TsfrFrmSavings]			2,000.00	7,988.95 DR
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002907		158.00		8,146.95 DR
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002849		158.00		8,304.95 DR
13/03/2020	DEPOSIT ONLINE 2610907 TFR Westpac DIY [WITHDRAWAL ONLINE 1610907 TFR Westpac DIY]		3,000.00		11,304.95 DR
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003575		158.00		11,462.95 DR
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003440		158.30		11,621.25 DR
26/03/2020	DEPOSIT PRECISION CH PASCH2003230002546		158.30		11,779.55 DR
31/03/2020	INTEREST PAID		0.66		11,780.21 DR
02/04/2020	WITHDRAWAL ONLINE 1697479 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2697487 TFR Westpac DIY TsfrFrmSavings]			2,000.00	9,780.21 DR
02/04/2020	DEPOSIT PRECISION CH PASCH2003300001752		158.30		9,938.51 DR
06/04/2020	DEPOSIT ONLINE 2844308 TFR Westpac DIY [WITHDRAWAL ONLINE 1844307 TFR Westpac DIY]		2,000.00		11,938.51 DR
09/04/2020	DEPOSIT PRECISION CH PASCH2004060002751		158.30		12,096.81 DR
17/04/2020	DEPOSIT PRECISION CH PASCH2004140000708		167.80		12,264.61 DR
20/04/2020	WITHDRAWAL ONLINE 1230517 TFR Westpac DIY [DEPOSIT ONLINE 2230517 TFR Westpac DIY]			3,000.00	9,264.61 DR
23/04/2020	DEPOSIT PRECISION CH PASCH2004200003397		158.30		9,422.91 DR
30/04/2020	INTEREST PAID		0.30		9,423.21 DR
04/05/2020	WITHDRAWAL ONLINE 1415056 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2415065 TFR Westpac DIY TsfrFrmSavings]			2,000.00	7,423.21 DR
04/05/2020	DEPOSIT PRECISION CH PASCH2004280009808		158.30		7,581.51 DR
05/05/2020	DEPOSIT ONLINE 2117971 TFR Westpac DIY [WITHDRAWAL ONLINE 1117970 TFR Westpac DIY]		4,000.00		11,581.51 DR
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001115		158.30		11,739.81 DR
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001102		158.30		11,898.11 DR
22/05/2020	WITHDRAWAL ONLINE 1455915 TFR Westpac DIY [DEPOSIT ONLINE 2455916 TFR Westpac DIY]			10,000.00	1,898.11 DR
22/05/2020	DEPOSIT PRECISION CH PASCH2005190000563		158.30		2,056.41 DR
28/05/2020	DEPOSIT PRECISION CH PASCH2005250001923		158.30		2,214.71 DR
29/05/2020	INTEREST PAID		0.28		2,214.99 DR
08/06/2020	WITHDRAWAL ONLINE 1330549 TFR Westpac DIY [DEPOSIT ONLINE 2330550 TFR Westpac DIY]			2,000.00	214.99 DR
08/06/2020	DEPOSIT ONLINE 2429886 TFR Westpac DIY [WITHDRAWAL ONLINE		2,000.00		2,214.99 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
	1429886 TFR Westpac DIY]				
09/06/2020	DEPOSIT PRECISION CH PASCH2006040000113		158.30		2,373.29 DR
10/06/2020	DEPOSIT PRECISION CH PASCH2006040004381		158.30		2,531.59 DR
15/06/2020	DEPOSIT PRECISION CH PASCH2006090004397		158.30		2,689.89 DR
19/06/2020	DEPOSIT PRECISION CH PASCH2006160003901		158.30		2,848.19 DR
25/06/2020	DEPOSIT PRECISION CH PASCH2006220000664		158.30		3,006.49 DR
30/06/2020	INTEREST PAID		0.02		3,006.51 DR
			32,081.72	37,000.00	3,006.51 DR
<u>Westpac DIY Super Working Account (WBC569437)</u>					
01/07/2019	Opening Balance				2,416.89 DR
01/07/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		529.23		2,946.12 DR
02/07/2019	WITHDRAWAL ONLINE 1440869 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2440910 TFR Westpac DIY Super SaTsfrFrmSavings]		2,000.00		4,946.12 DR
03/07/2019	DEPOSIT ATO ATO006000010674408 [DEPOSIT ATO ATO006000010674408 - Refund for 2018 ITR] [ATO GIC]		445.91		5,392.03 DR
04/07/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	3,374.03 DR
04/07/2019	DEPOSIT ONLINE 2630420 TFR Westpac DIY Super Wofrom working [WITHDRAWAL ONLINE 1630420 TFR Westpac DIY to savings]			3,000.00	374.03 DR
12/07/2019	PAYMENT BY AUTHORITY TO UNITYWATER 5538882			400.54	26.51 CR
15/07/2019	DIRECT ENTRY DEBIT DISHONOURED FEE 0401588			5.00	31.51 CR
15/07/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		692.72 DR
15/07/2019	DIRECT DEBIT DISHONOURED 0401588		400.54		1,093.26 DR
16/07/2019	WITHDRAWAL ONLINE 3886817 BPAY UNITYWATER Unity Water			400.54	692.72 DR
31/07/2019	INTEREST			0.03	692.69 DR
31/07/2019	INTEREST PAID		0.20		692.89 DR
01/08/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		1,310.96		2,003.85 DR
02/08/2019	WITHDRAWAL ONLINE 1596247 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2596266 TFR Westpac DIY Super SaTsfrFrmSavings]		2,000.00		4,003.85 DR
05/08/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	1,985.85 DR
05/08/2019	WITHDRAWAL ONLINE 3997135 BPAY MBRC PAYME Rates			482.55	1,503.30 DR
12/08/2019	WITHDRAWAL ONLINE 6923106 BPAY TAX OFFICE Jun19 PAYGI			407.00	1,096.30 DR
14/08/2019	DEPOSIT SuperChoice P/L PC130819- 140940058		900.74		1,997.04 DR
14/08/2019	DEPOSIT SuperChoice P/L PC130819- 140939924		100.00		2,097.04 DR
15/08/2019	DEPOSIT Bridgebury Pty L RENT		724.23		2,821.27 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
	PAYMENT				
23/08/2019	WITHDRAWAL ONLINE 1077210 PYMT Termicide Termicide Pest			185.00	2,636.27 DR
23/08/2019	WITHDRAWAL ONLINE 1023153 PYMT iPLUMB QLD iPlumb -water pump			1,280.00	1,356.27 DR
27/08/2019	DEPOSIT ONLINE 2834085 TFR Westpac DIY Super WoFrmWorking [WITHDRAWAL ONLINE 1834085 TFR Westpac DIY ToSavings]			1,000.00	356.27 DR
30/08/2019	INTEREST PAID		0.16		356.43 DR
02/09/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		1,080.66 DR
02/09/2019	WITHDRAWAL ONLINE 1587570 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2587586 TFR Westpac DIY Super SaTsfrFrmSavings]		2,000.00		3,080.66 DR
04/09/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	1,062.66 DR
11/09/2019	DEPOSIT SuperChoice P/L PC100919- 171012835		830.77		1,893.43 DR
16/09/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		2,617.66 DR
30/09/2019	INTEREST PAID		0.16		2,617.82 DR
01/10/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		3,342.05 DR
02/10/2019	WITHDRAWAL ONLINE 1693815 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2693832 TFR Westpac DIY TsfrFrmSavings]		2,000.00		5,342.05 DR
04/10/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	3,324.05 DR
08/10/2019	PAYMENT BY AUTHORITY TO UNITYWATER 5864017			357.30	2,966.75 DR
15/10/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		3,690.98 DR
21/10/2019	DEPOSIT ONLINE 2977538 TFR Westpac DIY FROM WORKING [WITHDRAWAL ONLINE 1977537 TFR Westpac DIY TO SAVINGS]			3,000.00	690.98 DR
21/10/2019	WITHDRAWAL ONLINE 0742483 BPAY MBRC PAYME MBRC RATES			482.55	208.43 DR
21/10/2019	DEPOSIT SuperChoice P/L PC181019- 199467892		1,391.15		1,599.58 DR
31/10/2019	INTEREST PAID		0.22		1,599.80 DR
01/11/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		696.73		2,296.53 DR
04/11/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	278.53 DR
04/11/2019	WITHDRAWAL ONLINE 1501267 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2501309 TFR Westpac DIY TsfrFrmSavings]		2,000.00		2,278.53 DR
14/11/2019	DEPOSIT ONLINE 2152340 TFR Westpac DIY FRM WORKING [WITHDRAWAL ONLINE 1152340 TFR Westpac DIY TO SAVINGS]			2,000.00	278.53 DR
15/11/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		509.73		788.26 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
25/11/2019	DEPOSIT SuperChoice P/L PC221119-165379707		920.76		1,709.02 DR
29/11/2019	INTEREST PAID		0.06		1,709.08 DR
02/12/2019	DEPOSIT ONLINE 2257923 TFR Westpac DIY From working [WITHDRAWAL ONLINE 1257921 TFR Westpac DIY To savings]			1,500.00	209.08 DR
02/12/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		933.31 DR
02/12/2019	WITHDRAWAL ONLINE 1690794 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2690800 TFR Westpac DIY TsfrFrmSavings]		2,000.00		2,933.31 DR
04/12/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	915.31 DR
06/12/2019	DEPOSIT SuperChoice P/L PC051219-130353440		920.76		1,836.07 DR
16/12/2019	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		2,560.30 DR
17/12/2019	WITHDRAWAL ONLINE 5105527 BPAY ASIC ASIC			54.00	2,506.30 DR
24/12/2019	WITHDRAWAL ONLINE 7329476 BPAY RACQ INSUR House Insurance			665.58	1,840.72 DR
31/12/2019	INTEREST PAID		0.08		1,840.80 DR
02/01/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		1,369.46		3,210.26 DR
02/01/2020	WITHDRAWAL ONLINE 1493670 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2493677 TFR Westpac DIY TsfrFrmSavings]		2,000.00		5,210.26 DR
06/01/2020	PAYMENT BY AUTHORITY TO UNITYWATER 6192238			343.12	4,867.14 DR
06/01/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	2,849.14 DR
08/01/2020	WITHDRAWAL ONLINE 6531520 BPAY TAX OFFICE 2xPAYGInstals			732.00	2,117.14 DR
08/01/2020	DEPOSIT ONLINE 2469561 TFR Westpac DIY FRM WORKING [WITHDRAWAL ONLINE 1469560 TFR Westpac DIY TO SAVINGS]			2,000.00	117.14 DR
16/01/2020	DEPOSIT SuperChoice P/L PC150120-150485789		920.76		1,037.90 DR
17/01/2020	WITHDRAWAL ONLINE 8968091 BPAY MBRC PAYME MBRC RATES			482.55	555.35 DR
31/01/2020	INTEREST PAID		0.05		555.40 DR
03/02/2020	WITHDRAWAL-OSKO PAYMENT 1390898 AC & KE Smith L K R			900.00	344.60 CR
03/02/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		1,448.46		1,103.86 DR
03/02/2020	WITHDRAWAL ONLINE 1365829 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2365835 TFR Westpac DIY TsfrFrmSavings]		2,000.00		3,103.86 DR
04/02/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	1,085.86 DR
17/02/2020	DEPOSIT SuperChoice P/L PC140220-198513670		920.76		2,006.62 DR
17/02/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		696.73		2,703.35 DR
28/02/2020	INTEREST PAID		0.06		2,703.41 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
02/03/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		3,427.64 DR
02/03/2020	WITHDRAWAL ONLINE 1619585 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2619592 TFR Westpac DIY TsfrFrmSavings]		2,000.00		5,427.64 DR
04/03/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	3,409.64 DR
06/03/2020	DEPOSIT SuperChoice P/L PC050320-179609678		920.76		4,330.40 DR
13/03/2020	DEPOSIT ONLINE 2610907 TFR Westpac DIY [WITHDRAWAL ONLINE 1610907 TFR Westpac DIY]			3,000.00	1,330.40 DR
16/03/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		2,054.63 DR
31/03/2020	INTEREST PAID		0.09		2,054.72 DR
01/04/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		801.60		2,856.32 DR
02/04/2020	WITHDRAWAL ONLINE 1697479 TFR Westpac DIY TsfrToWrking [DEPOSIT ONLINE 2697487 TFR Westpac DIY TsfrFrmSavings]		2,000.00		4,856.32 DR
06/04/2020	PAYMENT BY AUTHORITY TO UNITYWATER 6543639			334.04	4,522.28 DR
06/04/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]			2,018.00	2,504.28 DR
06/04/2020	DEPOSIT ONLINE 2844308 TFR Westpac DIY [WITHDRAWAL ONLINE 1844307 TFR Westpac DIY]			2,000.00	504.28 DR
14/04/2020	PAYMENT BY AUTHORITY TO ZURICH LIFE M006450 3F			3,488.01	2,983.73 CR
15/04/2020	DIRECT ENTRY DEBIT DISHONOURED FEE 0000117			5.00	2,988.73 CR
15/04/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		2,264.50 CR
15/04/2020	DIRECT DEBIT DISHONOURED 0000117		3,488.01		1,223.51 DR
20/04/2020	WITHDRAWAL ONLINE 1230517 TFR Westpac DIY [DEPOSIT ONLINE 2230517 TFR Westpac DIY]		3,000.00		4,223.51 DR
27/04/2020	WITHDRAWAL ONLINE 9487390 BPAY TAX OFFICE paygi			366.00	3,857.51 DR
28/04/2020	DEPOSIT SuperChoice P/L PC270420-105304136		1,381.14		5,238.65 DR
29/04/2020	WITHDRAWAL ONLINE 5740138 BPAY ASIC ASIC			54.00	5,184.65 DR
30/04/2020	INTEREST			1.16	5,183.49 DR
30/04/2020	INTEREST PAID		0.02		5,183.51 DR
01/05/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		5,907.74 DR
04/05/2020	PAYMENT BY AUTHORITY TO ZURICH LIFE M006450 3L01052020			3,488.01	2,419.73 DR
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162061 K E SMITH [DEPOSIT ZURICH AUST. LTD 50162061 K E SMITH - Refund for 2019]		255.04		2,674.77 DR
04/05/2020	DEPOSIT ZURICH AUST. LTD 50162062 K E SMITH [DEPOSIT ZURICH AUST. LTD 50162062 K E SMITH - Refund for 2019 FY]		225.57		2,900.34 DR
04/05/2020	WITHDRAWAL ONLINE 1415056 TFR Westpac DIY TsfrToWrking [DEPOSIT		2,000.00		4,900.34 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
05/05/2020	ONLINE 2415065 TFR Westpac DIY TsfrFrmSavings]				
	DEPOSIT ONLINE 2117971 TFR Westpac DIY [WITHDRAWAL ONLINE 1117970 TFR Westpac DIY]			4,000.00	900.34 DR
11/05/2020	WITHDRAWAL ONLINE 0985007 BPAY MBRC PAYME Rates			482.55	417.79 DR
11/05/2020	DEPOSIT ASTERON LIFE 001365744 [DEPOSIT ASTERON LIFE 001365744 - Refund for 2019 FY]		44.30		462.09 DR
15/05/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		1,186.32 DR
20/05/2020	DEPOSIT SuperChoice P/L PC190520- 146191132		920.76		2,107.08 DR
22/05/2020	WITHDRAWAL-OSKO PAYMENT 1439327 AC & KE Smith			10,000.00	7,892.92 CR
22/05/2020	WITHDRAWAL ONLINE 1455915 TFR Westpac DIY [DEPOSIT ONLINE 2455916 TFR Westpac DIY]		10,000.00		2,107.08 DR
29/05/2020	INTEREST PAID		0.01		2,107.09 DR
01/06/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		696.73		2,803.82 DR
08/06/2020	DEPOSIT ONLINE 2429886 TFR Westpac DIY [WITHDRAWAL ONLINE 1429886 TFR Westpac DIY]			2,000.00	803.82 DR
08/06/2020	WITHDRAWAL ONLINE 1330549 TFR Westpac DIY [DEPOSIT ONLINE 2330550 TFR Westpac DIY]		2,000.00		2,803.82 DR
08/06/2020	DEPOSIT-OSKO PAYMENT 2349035 KAREN SMITH Smith		900.00		3,703.82 DR
10/06/2020	DEPOSIT SuperChoice P/L PC090620- 147391622		920.76		4,624.58 DR
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00002			1,369.78	3,254.80 DR
11/06/2020	PAYMENT BY AUTHORITY TO Asteron Life 02506511/00003			1,216.75	2,038.05 DR
15/06/2020	DEPOSIT Bridgebury Pty L RENT PAYMENT		724.23		2,762.28 DR
18/06/2020	WITHDRAWAL-OSKO PAYMENT 1081946 Termicide Pest Control Termicide - Termite Control			195.00	2,567.28 DR
26/06/2020	DEPOSIT SuperChoice P/L PC250620- 177803693		920.76		3,488.04 DR
30/06/2020	INTEREST PAID		0.02		3,488.06 DR
			72,929.23	71,858.06	3,488.06 DR
<u>Westpac Business Flexi (WBCBusinessFlexi)</u>					
01/07/2019	Opening Balance				4.44 DR
					4.44 DR
Borrowing Costs (64000)					
<u>Borrowing Costs (64000)</u>					
01/07/2019	Opening Balance				2,202.50 DR
30/06/2020	Borrowing cost amortisation			530.23	1,672.27 DR
				530.23	1,672.27 DR
Plant and Equipment (at written down value) - Unitised (76550)					
<u>Plant & Equipment 12 Kingston Court (PE12Kingston1)</u>					
01/07/2019	Opening Balance	1.00			5,695.00 DR
30/06/2020	Depreciation for the period {2020}			1,423.75	4,271.25 DR
		1.00		1,423.75	4,271.25 DR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>Water Pump 12 Kingston Court (WaterPump12Kingston)</u>					
23/08/2019	WITHDRAWAL ONLINE 1023153 PYMT iPLUMB QLD iPlumb -water pump	1.00	1,280.00		1,280.00 DR
30/06/2020	Depreciation for the period {2020}			437.86	842.14 DR
		1.00	1,280.00	437.86	842.14 DR
Real Estate Properties (Australian - Residential) (77200)					
<u>12 Kingston Court, North Lakes QLD, Australia (12kin1)</u>					
01/07/2019	Opening Balance	1.00			409,984.00 DR
30/06/2020	Revaluation - 30/06/2020 @ \$450,000.000000 (Exit) - 1.000000 Units on hand		40,016.00		450,000.00 DR
		1.00	40,016.00		450,000.00 DR
Income Tax Payable/Refundable (85000)					
<u>Income Tax Payable/Refundable (85000)</u>					
08/01/2020	WITHDRAWAL ONLINE 6531520 BPAY TAX OFFICE 2xPAYGInstals		732.00		732.00 DR
27/04/2020	WITHDRAWAL ONLINE 9487390 BPAY TAX OFFICE paygi		366.00		1,098.00 DR
30/06/2020	PAYGI - June 20		366.00		1,464.00 DR
30/06/2020	Create Entries - Income Tax Expense - 30/06/2020			2,143.50	679.50 CR
			1,464.00	2,143.50	679.50 CR
Limited Recourse Borrowing Arrangements (85500)					
<u>Westpac Investment Property Loan (Westpac)</u>					
01/07/2019	Opening Balance				221,622.77 CR
04/07/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		219,604.77 CR
05/07/2019	INTEREST			1,059.22	220,663.99 CR
05/08/2019	INTEREST			1,049.69	221,713.68 CR
05/08/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		219,695.68 CR
04/09/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		217,677.68 CR
05/09/2019	INTEREST			1,031.54	218,709.22 CR
04/10/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		216,691.22 CR
07/10/2019	INTEREST			1,059.43	217,750.65 CR
04/11/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		215,732.65 CR
05/11/2019	INTEREST			938.53	216,671.18 CR
04/12/2019	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		214,653.18 CR
05/12/2019	INTEREST			957.80	215,610.98 CR
06/01/2020	INTEREST			1,016.97	216,627.95 CR

We Can Do Better Superannuation Fund

General Ledger

As at 30 June 2020

Transaction Date	Description	Units	Debit	Credit	Balance \$
06/01/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		214,609.95 CR
04/02/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		212,591.95 CR
05/02/2020	INTEREST			948.68	213,540.63 CR
04/03/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		211,522.63 CR
05/03/2020	INTEREST			912.48	212,435.11 CR
06/04/2020	INTEREST			972.89	213,408.00 CR
06/04/2020	PERIODICAL PAYMENT FROM KAN INVEST P/L LOAN REPAYMENT [PERIODICAL PAYMENT TO 0000000 KAN INVEST P/L LOAN REPAYMENT]		2,018.00		211,390.00 CR
05/05/2020	INTEREST			861.60	212,251.60 CR
05/06/2020	INTEREST			924.77	213,176.37 CR
			20,180.00	11,733.60	213,176.37 CR
PAYG Payable (86000)					
<u>PAYG Payable (86000)</u>					
30/06/2020	PAYGI - June 20			366.00	366.00 CR
				366.00	366.00 CR
Sundry Creditors (88000)					
<u>Sundry Creditors (88000)</u>					
01/07/2019	Opening Balance				1.40 DR
03/07/2019	DEPOSIT ATO ATO006000010674408 [DEPOSIT ATO ATO006000010674408 - Refund for 2018 ITR] [ATO GIC]			445.10	443.70 CR
12/08/2019	WITHDRAWAL ONLINE 6923106 BPAY TAX OFFICE Jun19 PAYGI		407.00		36.70 CR
30/06/2020	Take up 2019 ATO Supervisory Levy			259.00	295.70 CR
			407.00	704.10	295.70 CR
Deferred Tax Liability/Asset (89000)					
<u>Deferred Tax Liability/Asset (89000)</u>					
30/06/2020	Create Entries - PDIT Entry - 30/06/2020			3,815.43	3,815.43 CR
				3,815.43	3,815.43 CR
Migration Suspense Account (89990)					
<u>Migration Suspense Account (89990)</u>					
03/02/2020	WITHDRAWAL-OSKO PAYMENT 1390898 AC & KE Smith L K R		900.00		900.00 DR
14/04/2020	PAYMENT BY AUTHORITY TO ZURICH LIFE M006450 3F		3,488.01		4,388.01 DR
15/04/2020	DIRECT DEBIT DISHONoured 0000117			3,488.01	900.00 DR
08/06/2020	DEPOSIT-OSKO PAYMENT 2349035 KAREN SMITH Smith			900.00	0.00 DR
			4,388.01	4,388.01	0.00 DR

Total Debits: 296,416.28

Total Credits: 296,416.28

We Can Do Better Superannuation Fund

Create Entries Report

For the period 01 July 2019 to 30 June 2020

Create Entries Financial Year Summary 01 July 2019 - 30 June 2020

	Amount
Total Profit	
Income	80,926.91
Less Expense	26,622.56
Total Profit	54,304.35
Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	54,304.35
Less Permanent Differences	13,338.67
Less Timing Differences	26,677.33
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	1.65
Taxable Income	14,290.00
Income Tax on Taxable Income or Loss	2,143.50
Profit/(Loss) Available for Allocation	Amount
Total Available Profit	39,311.96
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	39,311.96
Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	2,143.50
Deferred Tax	3,815.43
Member Specific Income Tax	(2,248.98)
Total Income Tax Expense Allocation	3,709.95

Final Segment 1 from 01 July 2019 to 30 June 2020

Pool Name Unsegregated Pool

Total Profit	Amount
Income	80,926.91
Less Expense	26,622.56
Total Profit	54,304.35

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	54,304.35
Less Permanent Differences	13,338.67
Less Timing Differences	26,677.33
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	1.65
Taxable Income	14,290.00
Income Tax on Taxable Income or Loss	2,143.50

Member Weighted Balance Summary	Weighting%	Amount
Karen Elizabeth Smith(SMIKAR00001A)	51.22	109,067.01
Allan Charles Smith(SMIALL00001A)	48.78	103,859.41

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	39,311.96
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	39,311.96

Allocation to Members	Weighting%	Amount
Karen Elizabeth Smith(SMIKAR00001A)	51.22	20,135.59
Allan Charles Smith(SMIALL00001A)	48.78	19,176.37

Accumulation Weighted Balance Summary	Weighting%	Amount
Karen Elizabeth Smith(SMIKAR00001A)	51.22	109,067.01
Allan Charles Smith(SMIALL00001A)	48.78	103,859.41

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	2,143.50
Deferred Tax	3,815.43
Member Specific Income Tax	(2,248.98)
Total Income Tax Expense Allocation	3,709.95

Allocation to Members	Weighting%	Amount
-----------------------	------------	--------

Allocation to Members	Weighting%	Amount
Karen Elizabeth Smith(SMIKAR00001A)	51.22	1,900.24
Allan Charles Smith(SMIALL00001A)	48.78	1,809.71

Calculation of daily member weighted balances

Karen Elizabeth Smith (SMIKAR00001A)

Member Balance

01/07/2019	50010	Opening Balance	105,247.59	105,247.59
14/08/2019	52420	Contributions	900.74	792.45
14/08/2019	52420	Contributions	100.00	87.98
14/08/2019	53800	Contributions Tax	(135.11)	(118.87)
14/08/2019	53800	Contributions Tax	(15.00)	(13.20)
11/09/2019	52420	Contributions	830.77	667.34
11/09/2019	53800	Contributions Tax	(124.62)	(100.10)
21/10/2019	52420	Contributions	1,391.15	965.44
21/10/2019	53800	Contributions Tax	(208.67)	(144.81)
25/11/2019	52420	Contributions	920.76	550.95
25/11/2019	53800	Contributions Tax	(138.11)	(82.64)
06/12/2019	52420	Contributions	920.76	523.27
06/12/2019	53800	Contributions Tax	(138.11)	(78.49)
16/01/2020	52420	Contributions	920.76	420.13
16/01/2020	53800	Contributions Tax	(138.11)	(63.02)
17/02/2020	52420	Contributions	920.76	339.62
17/02/2020	53800	Contributions Tax	(138.11)	(50.94)
06/03/2020	52420	Contributions	920.76	294.34
06/03/2020	53800	Contributions Tax	(138.11)	(44.15)
28/04/2020	52420	Contributions	1,381.14	241.51
28/04/2020	53800	Contributions Tax	(207.17)	(36.23)
04/05/2020	53920	Life Insurance Premiums	(3,488.01)	(552.74)
04/05/2020	53920	Life Insurance Premiums	255.04	40.42
04/05/2020	53920	Life Insurance Premiums	225.57	35.75
20/05/2020	52420	Contributions	920.76	105.66
20/05/2020	53800	Contributions Tax	(138.11)	(15.85)
10/06/2020	52420	Contributions	920.76	52.83
10/06/2020	53800	Contributions Tax	(138.11)	(7.92)
26/06/2020	52420	Contributions	920.76	12.58
26/06/2020	53800	Contributions Tax	(138.11)	(1.89)
Total Amount (Weighted)				109,067.01

Allan Charles Smith (SMIALL00001A)

Member Balance

01/07/2019	50010	Opening Balance	101,358.66	101,358.66
02/07/2019	52420	Contributions	474.90	473.60
02/07/2019	53800	Contributions Tax	(71.24)	(71.05)
19/07/2019	52420	Contributions	316.60	301.03
19/07/2019	53800	Contributions Tax	(47.49)	(45.15)

Calculation of daily member weighted balances

29/07/2019	52420	Contributions	316.60	292.38
29/07/2019	53800	Contributions Tax	(47.49)	(43.86)
07/08/2019	52420	Contributions	158.30	142.30
07/08/2019	53800	Contributions Tax	(23.75)	(21.35)
21/08/2019	52420	Contributions	316.60	272.48
21/08/2019	53800	Contributions Tax	(47.49)	(40.87)
26/08/2019	52420	Contributions	158.30	134.08
26/08/2019	53800	Contributions Tax	(23.75)	(20.12)
11/09/2019	52420	Contributions	316.60	254.32
11/09/2019	53800	Contributions Tax	(47.49)	(38.15)
13/09/2019	52420	Contributions	158.30	126.29
13/09/2019	53800	Contributions Tax	(23.75)	(18.95)
30/09/2019	52420	Contributions	316.60	237.88
30/09/2019	53800	Contributions Tax	(47.49)	(35.68)
07/10/2019	52420	Contributions	158.30	115.91
07/10/2019	53800	Contributions Tax	(23.75)	(17.39)
15/10/2019	52420	Contributions	158.30	112.45
15/10/2019	53800	Contributions Tax	(23.75)	(16.87)
23/10/2019	52420	Contributions	159.64	109.92
23/10/2019	53800	Contributions Tax	(23.95)	(16.49)
30/10/2019	52420	Contributions	158.30	105.97
30/10/2019	53800	Contributions Tax	(23.75)	(15.90)
04/11/2019	52420	Contributions	158.30	103.80
04/11/2019	53800	Contributions Tax	(23.75)	(15.57)
08/11/2019	52420	Contributions	158.30	102.07
08/11/2019	53800	Contributions Tax	(23.75)	(15.31)
20/11/2019	52420	Contributions	158.30	96.88
20/11/2019	53800	Contributions Tax	(23.75)	(14.54)
22/11/2019	52420	Contributions	108.30	65.69
22/11/2019	53800	Contributions Tax	(16.25)	(9.86)
03/12/2019	52420	Contributions	158.30	91.26
03/12/2019	53800	Contributions Tax	(23.75)	(13.69)
06/12/2019	52420	Contributions	108.00	61.38
06/12/2019	53800	Contributions Tax	(16.20)	(9.21)
12/12/2019	52420	Contributions	108.00	59.61
12/12/2019	53800	Contributions Tax	(16.20)	(8.94)
19/12/2019	52420	Contributions	158.00	84.18
19/12/2019	53800	Contributions Tax	(23.70)	(12.63)
09/01/2020	52420	Contributions	475.00	225.82
09/01/2020	53800	Contributions Tax	(71.25)	(33.87)
23/01/2020	52420	Contributions	317.00	138.58
23/01/2020	53800	Contributions Tax	(47.55)	(20.79)
31/01/2020	52420	Contributions	158.00	65.62
31/01/2020	53800	Contributions Tax	(23.70)	(9.84)
21/02/2020	52420	Contributions	323.00	115.61
21/02/2020	53800	Contributions Tax	(48.45)	(17.34)

Calculation of daily member weighted balances

13/03/2020	52420	Contributions	158.00	47.49
13/03/2020	52420	Contributions	158.00	47.49
13/03/2020	53800	Contributions Tax	(23.70)	(7.12)
13/03/2020	53800	Contributions Tax	(23.70)	(7.12)
19/03/2020	52420	Contributions	158.00	44.90
19/03/2020	52420	Contributions	158.30	44.98
19/03/2020	53800	Contributions Tax	(23.70)	(6.73)
19/03/2020	53800	Contributions Tax	(23.75)	(6.75)
26/03/2020	52420	Contributions	158.30	41.95
26/03/2020	53800	Contributions Tax	(23.75)	(6.29)
02/04/2020	52420	Contributions	158.30	38.93
02/04/2020	53800	Contributions Tax	(23.75)	(5.84)
09/04/2020	52420	Contributions	158.30	35.90
09/04/2020	53800	Contributions Tax	(23.75)	(5.39)
17/04/2020	52420	Contributions	167.80	34.39
17/04/2020	53800	Contributions Tax	(25.17)	(5.16)
23/04/2020	52420	Contributions	158.30	29.84
23/04/2020	53800	Contributions Tax	(23.75)	(4.48)
04/05/2020	52420	Contributions	158.30	25.09
04/05/2020	53800	Contributions Tax	(23.75)	(3.76)
11/05/2020	53920	Life Insurance Premiums	44.30	6.17
14/05/2020	52420	Contributions	158.30	20.76
14/05/2020	52420	Contributions	158.30	20.76
14/05/2020	53800	Contributions Tax	(23.75)	(3.11)
14/05/2020	53800	Contributions Tax	(23.75)	(3.11)
22/05/2020	52420	Contributions	158.30	17.30
22/05/2020	53800	Contributions Tax	(23.75)	(2.60)
22/05/2020	54500	Benefits Paid/Transfers Out	(10,000.00)	(1,092.90)
28/05/2020	52420	Contributions	158.30	14.71
28/05/2020	53800	Contributions Tax	(23.75)	(2.21)
09/06/2020	52420	Contributions	158.30	9.52
09/06/2020	53800	Contributions Tax	(23.75)	(1.43)
10/06/2020	52420	Contributions	158.30	9.08
10/06/2020	53800	Contributions Tax	(23.75)	(1.36)
11/06/2020	53920	Life Insurance Premiums	(1,369.78)	(74.85)
11/06/2020	53920	Life Insurance Premiums	(1,216.75)	(66.49)
15/06/2020	52420	Contributions	158.30	6.92
15/06/2020	53800	Contributions Tax	(23.75)	(1.04)
19/06/2020	52420	Contributions	158.30	5.19
19/06/2020	53800	Contributions Tax	(23.75)	(0.78)
25/06/2020	52420	Contributions	158.30	2.60
25/06/2020	53800	Contributions Tax	(23.75)	(0.39)
		Total Amount (Weighted)		103,859.41

Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

Foreign Tax Offset Calculations

Segment 01 July 2019 to 30 June 2020

Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00

Total Claimable Foreign Credits for the Year **0.00**

Foreign Tax Offset (Label C1) 0.00

Applied/Claimed FTO 0.00

Allocations of Foreign Tax Offset to Members

Karen Elizabeth Smith(SMIKAR00001A) - 100.00 %	0.00
Allan Charles Smith(SMIALL00001A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00

Calculation of Outstanding Limited Recourse Borrowing Arrangements

Unsegregated

Total Net Assets (Sum of member closing balances Label S)	244,951.67
Total Outstanding LRBA Balance	213,176.37

Allocation of LRBA asset to members

Karen Elizabeth Smith - $213176.37 * 131101.07/244951.67$	114,094.55
Allan Charles Smith - $213176.37 * 113850.60/244951.67$	99,081.82



Income tax 551

Date generated	19/05/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

7 results found - from **19 May 2019** to **19 May 2021** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
17 Aug 2020	17 Aug 2020	General interest charge			\$0.00
17 Aug 2020	14 Aug 2020	Payment received		\$295.70	\$0.00
1 Jul 2020	1 Jul 2020	General interest charge			\$295.70 DR
30 Jun 2020	30 Jun 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$295.70		\$295.70 DR
28 Jun 2019	3 Jul 2019	EFT refund for Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$445.91		\$0.00
28 Jun 2019	28 Jun 2019	Interest on overpayment for Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$0.81	\$445.91 CR
28 Jun 2019	12 Jun 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$445.10	\$445.10 CR

Received on 03/07/2019



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR WE CAN DO
BETTER SUPERANNUATION
FUND
ABN 79 896 654 277
TFN 892 994 535

Activity statement 001

Date generated	17/05/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

18 results found - from **01 July 2019** to **17 May 2021** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
2 May 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$416.00		\$0.00
13 Apr 2021	12 Apr 2021	Payment received		\$416.00	\$416.00 CR
7 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$416.00		\$0.00
4 Jan 2021	30 Dec 2020	Payment received		\$416.00	\$416.00 CR
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$416.00		\$0.00
23 Oct 2020	22 Oct 2020	Payment received		\$416.00	\$416.00 CR
2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$366.00		\$0.00
9 Jul 2020	8 Jul 2020	Payment received		\$366.00	\$366.00 CR
10 May 2020	28 Apr 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$366.00		\$0.00
28 Apr 2020	27 Apr 2020	Payment received		\$366.00	\$366.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Jan 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$366.00		\$0.00
10 Jan 2020	10 Jan 2020	General interest charge			\$366.00 CR
10 Jan 2020	8 Jan 2020	Payment received		\$732.00	\$366.00 CR
30 Nov 2019	30 Nov 2019	General interest charge			\$366.00 DR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$366.00		\$366.00 DR
31 Aug 2019	31 Aug 2019	General interest charge			\$0.00
13 Aug 2019	12 Aug 2019	Payment		\$407.00	\$0.00
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$407.00		\$407.00 DR



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR WE CAN DO
BETTER SUPERANNUATION
FUND
ABN 79 896 654 277

Print instalment

Account	Period	Document ID
Activity statement – 001 – THE TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND	Oct 2019 – Dec 2019	42188754283

Receipt ID 4474005081
Date lodged 08 January 2020
Payment due date 28 February 2020

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
PAYG income tax instalment			
5A Owed to ATO		\$366.00	
T7 Instalment amount – Based on the notional tax \$ 1,395.90 from the 2018 assessment.	\$366.00		

Amount owing to ATO

\$366.00

BPAY[®]



Biller code 75556
Ref 798966542777060

Telephone and Internet Banking - BPAY[®]

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see www.bpay.com.au

Australia Post

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

Payment reference number
798966542777060



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR WE CAN DO
BETTER SUPERANNUATION
FUND
ABN 79 896 654 277

Print instalment

Account	Period	Document ID
Activity statement – 001 – THE TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND	Jan 2020 – Mar 2020	42249001251

Receipt ID	Unavailable
Date lodged	28 April 2020
Payment due date	28 April 2020

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
PAYG income tax instalment			
5A Owed to ATO		\$366.00	
T7 Instalment amount – Based on the notional tax \$ 1,395.90 from the 2018 assessment.	\$366.00		

Amount owing to ATO

\$366.00

BPAY®



Biller code 75556
Ref 798966542777060

Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see www.bpay.com.au

Australia Post

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

Payment reference number
798966542777060



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR WE CAN DO
BETTER SUPERANNUATION
FUND
ABN 79 896 654 277

Print instalment

Account	Period	Document ID
Activity statement – 001 – THE TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND	Apr 2020 – Jun 2020	42311145882

Receipt ID	Unavailable
Date lodged	28 July 2020
Payment due date	28 July 2020

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
PAYG income tax instalment			
5A Owed to ATO		\$366.00	
T7 Instalment amount – Based on the notional tax \$ 1,395.90 from the 2018 assessment.	\$366.00		

Amount owing to ATO

\$366.00

BPAY[®]



Biller code 75556
Ref 798966542777060

Telephone and Internet Banking - BPAY[®]

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see www.bpay.com.au

Australia Post

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

Payment reference number
798966542777060



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR WE CAN DO
BETTER SUPERANNUATION
FUND
ABN 79 896 654 277

Print instalment

Account	Period	Document ID
Activity statement – 001 – THE TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND	Jul 2019 – Sep 2019	42127644449

Receipt ID	Unavailable
Date lodged	28 October 2019
Payment due date	28 October 2019

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
PAYG income tax instalment			
5A Owed to ATO		\$366.00	
T7 Instalment amount – Based on the notional tax \$ 1,395.90 from the 2018 assessment.	\$366.00		

Amount owing to ATO

\$366.00

BPAY®



Biller code 75556
Ref 798966542777060

Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see www.bpay.com.au

Australia Post

Payment can be made in person at Australia Post outlets with cash, cheque or money order using the barcode below.

Payment reference number
798966542777060



Year to date revenue product summary report 2019/2020

Client Name THE TRUSTEE FOR WE CAN DO BETTER
 SUPERANNUATION FUND
Last Updated 15/05/2021
TFN 892994535

Net amounts applicable for the year to date.

Description	ICA001 Total (\$)
Fringe benefits tax instalments	
Wine equalisation tax	
Deferred company/fund instalments	
Pay as you go income tax instalments	1,464.00
Pay as you go income tax withholding	
Luxury car tax	
Goods and services tax	
Goods and services tax instalments	
Goods and services return	0.00
Fuel tax credit	

Total clients for this tax agent : 1



BRIDGEBURY

— REAL ESTATE —

ALKAZ Investments Pty Ltd
8-12 Salote Court
Caboolture
QLD 4510

Date: 19th May 2021

Dear Karen & Alan,

RE: Market Appraisal on 12 Kingston Court, North Lakes, QLD, 4509

Further to your recent request, I have completed a current market appraisal, and therefore I would like to outline in my opinion where the property sits in the current market. To come to this figure, I have used extensive market research to see other properties sold in the area (including ours), what properties are currently for sale that are comparable and what the demand is like in the area. I have provided a CMA – Comparative Market Analysis (sourced by RPdata) outlining other homes yours would compete against.

Based on all of these factors, I feel that 12 Kingston Court, North Lakes, in the current market would achieve a sale price between **\$430,000 - \$460,000 (with high confidence at \$450,000)**. These figures are evidenced by the CMA (comparative market analysis) provided (source: RPData).

You have a wonderful property with some stand out features that I believe would really suit Bridgebury Real Estate's style of marketing. If you have any further questions or wish to proceed with getting the on the market, please contact me directly on **0457 406 810**.

Kind Regards,

Anthony Obee
Owner / Principal



12 Kingston Court North Lakes QLD 4509

Prepared on 19th May 2021



Anthony Obee
Bridgebury Real Estate

Shop 1 & 2 1642 Anzac Avenue
NORTH LAKES QLD 4509

m: 0457406810

w: 07 3180 2800

Anthony.obee@bridgebury.com.au

The Proprietor
12 Kingston Court
North Lakes QLD 4509

19th May 2021

Dear Reader,
Thank you for the opportunity to appraise your property at 12 Kingston Court North Lakes QLD 4509

Careful consideration has been taken to provide you with an appraisal for your property in today's market conditions.

To establish a market value, I have carefully considered the premises, size, location, along with current market conditions and similar properties recently sold or currently on the market.

Should you have any questions relating to the information contained within this appraisal, please do not hesitate to contact me on the details below.

If I can be of any further assistance, please do not hesitate to contact me on the details below. I look forward to working with you to achieve your real estate goals.

Yours Sincerely,

Anthony Obee
Bridgebury Real Estate
Shop 1 & 2
1642 Anzac Avenue
NORTH LAKES QLD 4509
m: 0457406810


Your Property


12 Kingston Court North Lakes QLD 4509

3 

2 

1 

336m² 

114m² 



Your Property History

- 5 Jan, 2017 - Listed for rent at \$390 / week
- 21 Nov, 2016 - Sold for \$395,000
- 6 Oct, 2015 - Sold for \$410,000
- 10 Jul, 2015 - Listed for sale at Offers Over \$419,000
- 24 Jul, 2013 - Sold for \$399,900
- 16 Mar, 2012 - Listed for sale at NEGOTIABLE

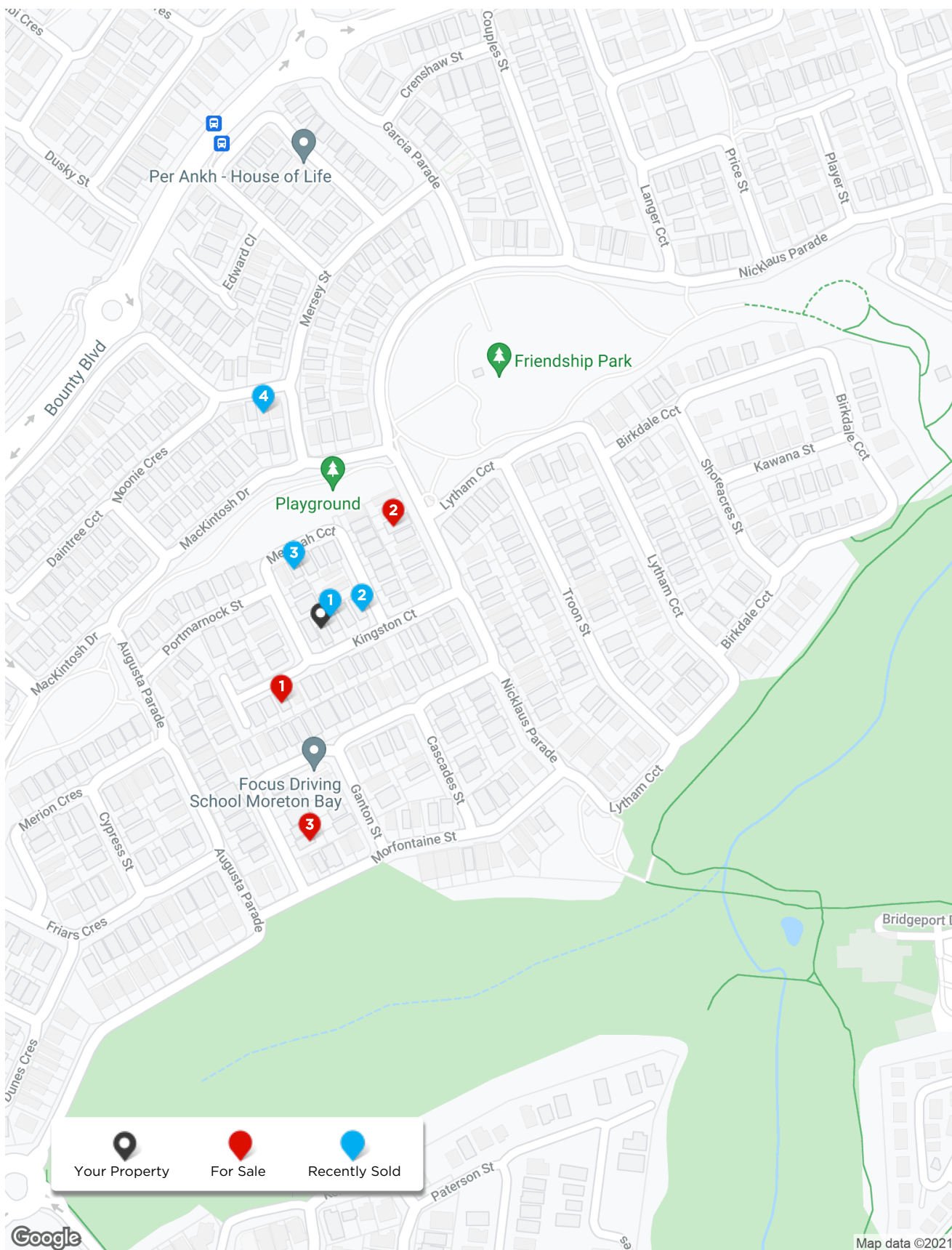


Introducing Anthony Obee

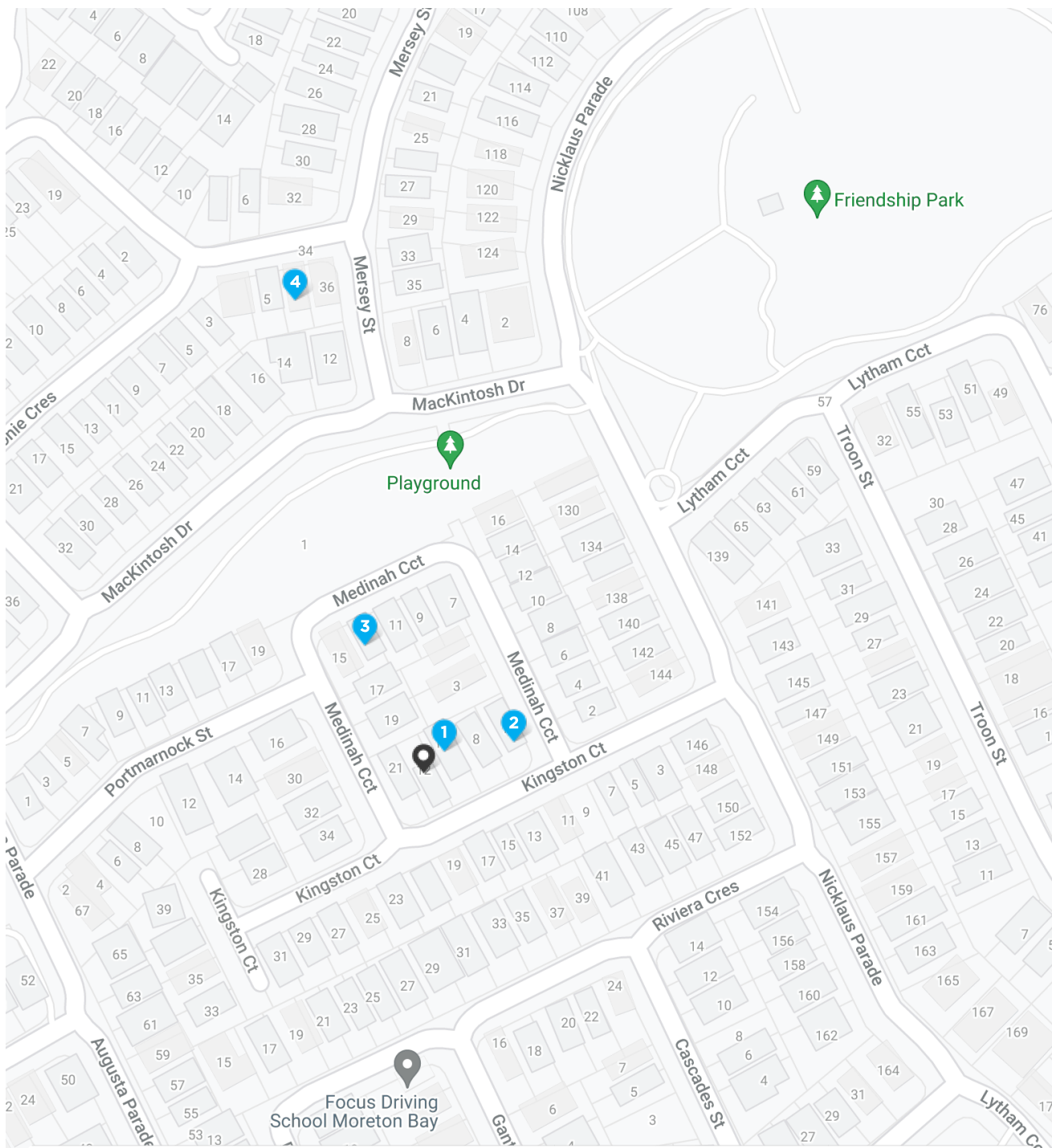
Floor Plan










Comparables Map: Sales & Listings



Comparables Map: Sales




					
	10 Kingston Court North Lakes QLD 4509	3	2	2	\$485,000
	6 Kingston Court North Lakes QLD 4509	4	2	1	\$472,500
	13 Medinah Circuit North Lakes QLD 4509	4	2	2	\$450,000
	3 Daintree Circuit North Lakes QLD 4509	4	2	1	\$405,000


* This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparable Sales


- 1** 10 Kingston Court North Lakes QLD 4509 **Sold Price** **\$485,000**




🏠 3 🚿 2 🚗 2 📏 400m² 📐 139m²
 Year Built 2010 DOM 1
 Sold Date 12-Feb-21 Distance 0.01km
 First Listing OFFERS OVER \$489,000
 Last Listing OFFERS OVER \$489,000
- 2** 6 Kingston Court North Lakes QLD 4509 **Sold Price** ^{RS} **\$472,500**



🏠 4 🚿 2 🚗 1 📏 375m² 📐 144m²
 Year Built 2011 DOM 57
 Sold Date 14-Apr-21 Distance 0.04km
 First Listing Just Listed!
 Last Listing \$459,000+
- 3** 13 Medinah Circuit North Lakes QLD 4509 **Sold Price** **\$450,000**

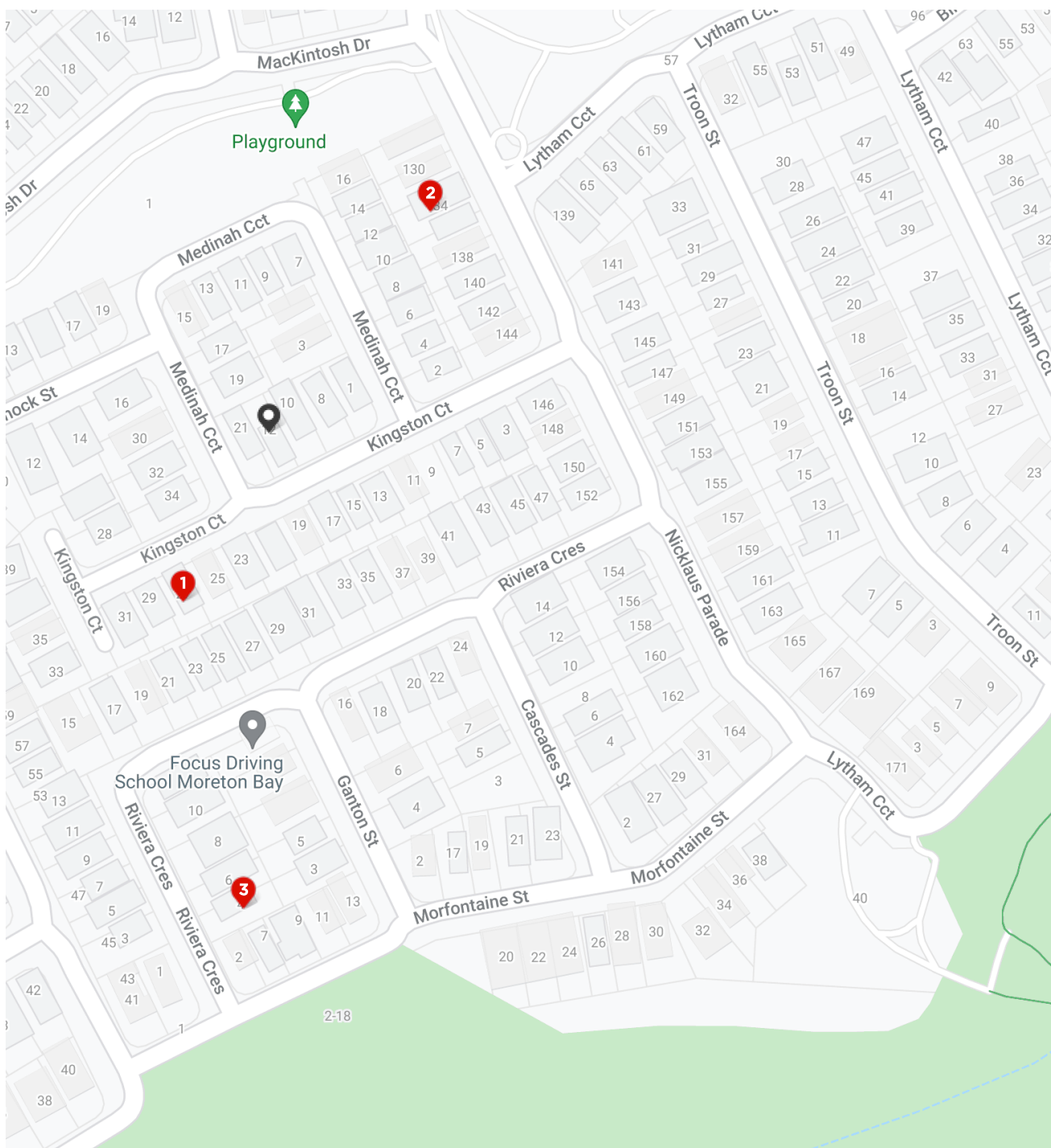


🏠 4 🚿 2 🚗 2 📏 312m² 📐 134m²
 Year Built 2012 DOM 5
 Sold Date 16-Feb-21 Distance 0.05km
 First Listing \$450,000
 Last Listing \$450,000
- 4** 3 Daintree Circuit North Lakes QLD 4509 **Sold Price** **\$405,000**



🏠 4 🚿 2 🚗 1 📏 262m² 📐 110m²
 Year Built 2010 DOM 15
 Sold Date 15-Feb-21 Distance 0.19km
 First Listing Just Listed!
 Last Listing \$399,000+

Comparables Map: Listings



				DOM	
1 27 Kingston Court North Lakes QLD 4509	4	2	2	8	For Sale
2 134 Nicklaus Parade North Lakes QLD 4509	4	2	2	6	For Sale
3 4 Riviera Crescent North Lakes QLD 4509	4	2	2	20	Price By Negotiation



Map data ©2021

* This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparable Listings

1 27 Kingston Court North Lakes QLD 4509



4 2 2 313m² 120m²
 Year Built 2011 DOM 8 days
 Listing Date 12-May-21 Distance 0.08km
 Listing Price For Sale

2 134 Nicklaus Parade North Lakes QLD 4509



4 2 2 448m² 182m²
 Year Built 2010 DOM 6 days
 Listing Date 14-May-21 Distance 0.11km
 Listing Price For Sale

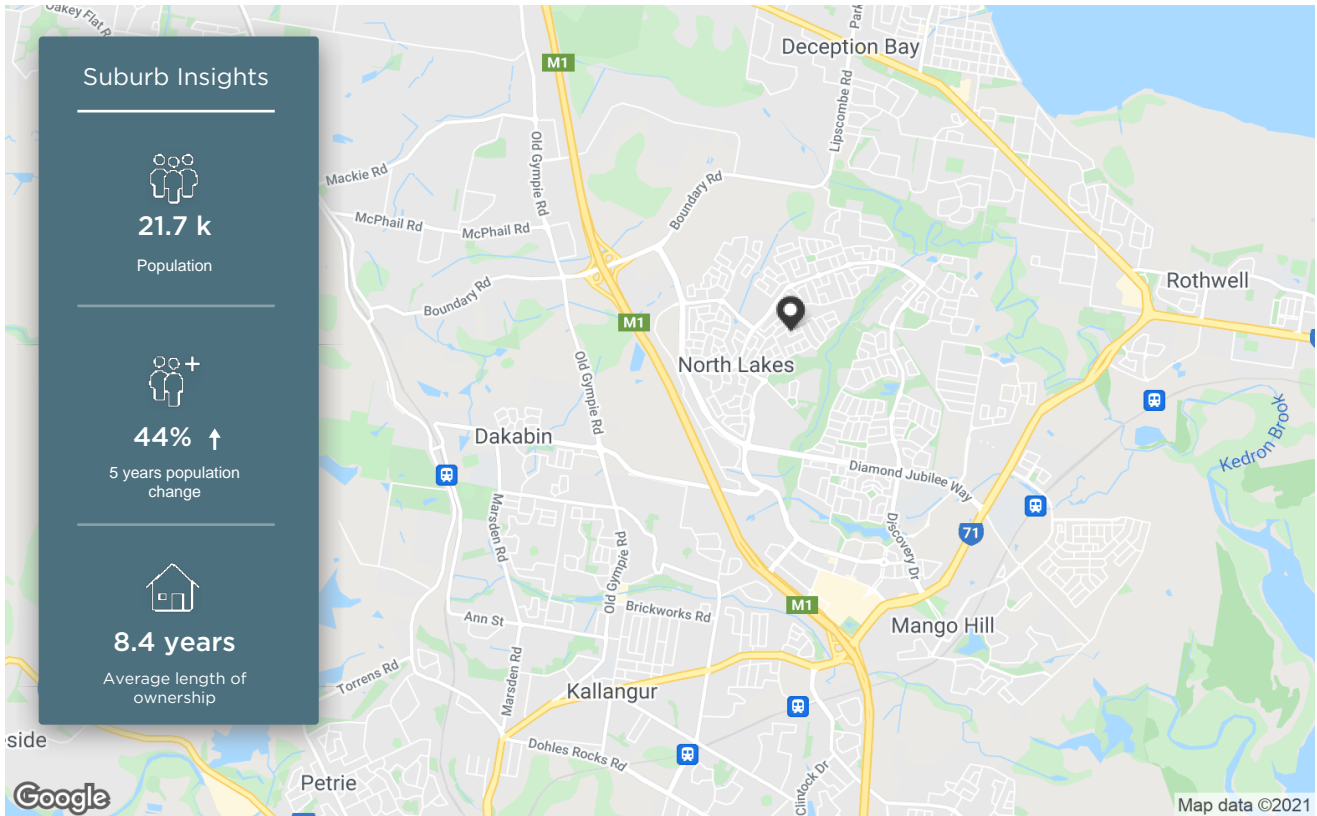
3 4 Riviera Crescent North Lakes QLD 4509



4 2 2 368m² 152m²
 Year Built 2011 DOM 20 days
 Listing Date 30-Apr-21 Distance 0.19km
 Listing Price Price By Negotiation

North Lakes

Demographic








The size of North Lakes is approximately 11.6 square kilometres. It has 101 parks covering nearly 14.4% of total area. The population of North Lakes in 2011 was 15,045 people. By 2016 the population was 21,670 showing a population growth of 44.0% in the area during that time. The predominant age group in North Lakes is 0-9 years. Households in North Lakes are primarily couples with children and are likely to be repaying \$1800 - \$2399 per month on mortgage repayments. In general, people in North Lakes work in a professional occupation. In 2011, 61.9% of the homes in North Lakes were owner-occupied compared with 54.8% in 2016. Currently the median sales price of houses in the area is \$500,000.

HOUSEHOLD STRUCTURE		HOUSEHOLD OCCUPANCY		HOUSEHOLD INCOME		AGE	
TYPE	%	TYPE	%	TYPE	%	TYPE	%
Childless Couples	29.1	Owns Outright	15.4	0-15.6K	2.0	0-9	18.9
Couples with Children	55.2	Purchaser	39.4	15.6-33.8K	7.6	10-19	15.6
Single Parents	15.1	Renting	41.5	33.8-52K	10.3	20-29	11.9
Other	0.7	Other	2.1	52-78K	15.5	30-39	16.7
		Not Stated	1.7	78-130K	28.7	40-49	16.6
				130-182K	15.1	50-59	8.7
				182K+	11.0	60-69	5.7
						70-79	3.9
						80-89	1.6
						90-99	0.4

Local Schools



SCHOOL ADDRESS	DISTANCE	SCHOOL TYPE	GENDER	SECTOR	YEARS
 Bounty Boulevard State School 195 Bounty Boulevard North Lakes QLD 4509	0.42km	Primary	Mixed	Government	0-6
 Moreton Downs State School 101 Lipscombe Road Deception Bay QLD 4508	1.93km	Primary	Mixed	Government	0-6
 The Lakes College (Address not listed)	2.07km	Combined	Mixed	Non-Government	0-12
 YMCA Vocational School - Moreton Bay (Address not listed)	2.31km	Special	Mixed	Non-Government	0-0
 Deception Bay State High School 19-57 Phillip Parade Deception Bay QLD 4508	2.53km	Secondary	Mixed	Government	7-12



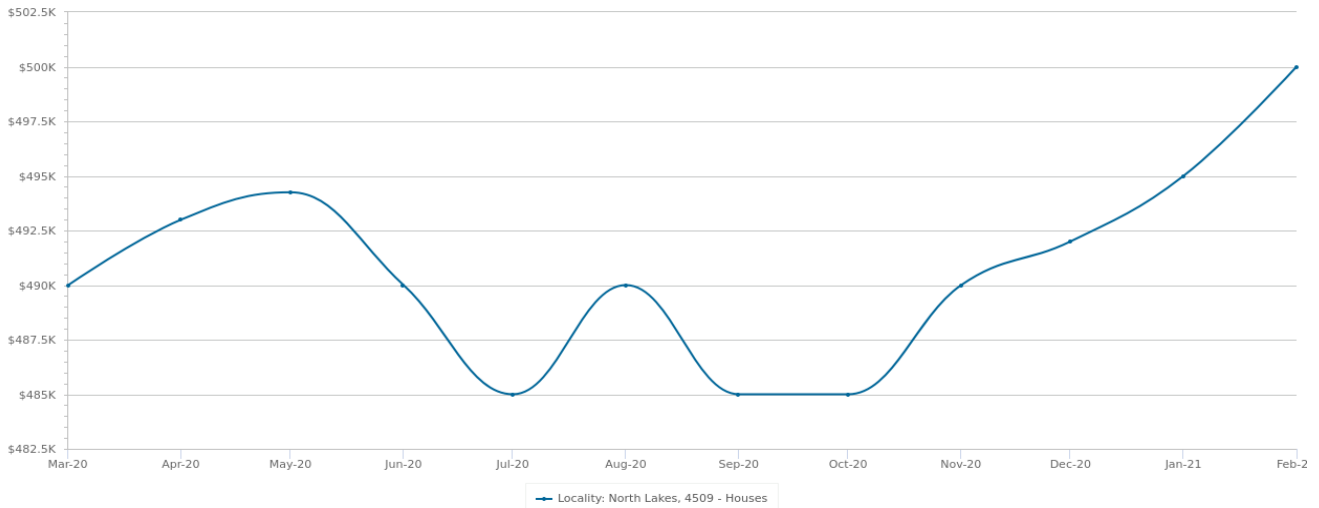
Property is within school catchment area



Property is outside school catchment area

Recent Market Trends

Median Sale Price - 12 months (House)

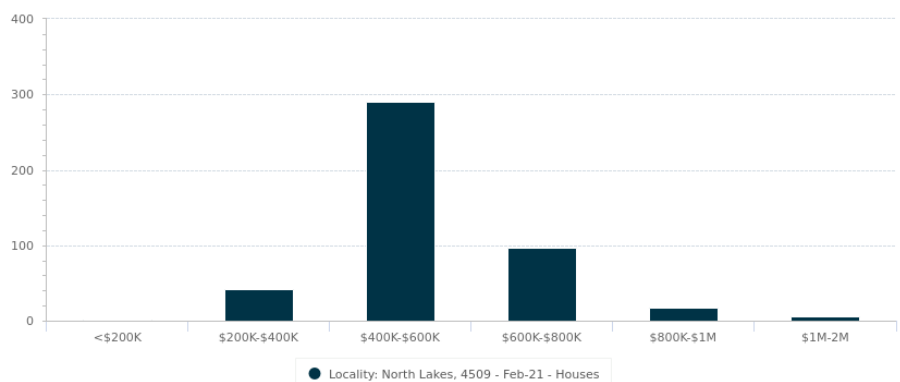


Statistics are calculated over a rolling 12 month period

PERIOD	PROPERTIES SOLD	MEDIAN PRICE	GROWTH	DAYS ON MARKET	LISTINGS	ASKING RENT
Feb 2021	31	\$500,000	1.0% ▲	25	109	\$440
Jan 2021	33	\$495,000	0.6% ▲	27	117	\$440
Dec 2020	37	\$492,000	0.4% ▲	28	126	\$440
Nov 2020	59	\$490,000	1.0% ▲	30	152	\$440
Oct 2020	40	\$485,000	0.0%	28	156	\$435
Sep 2020	47	\$485,000	-1.0% ▼	29	142	\$430
Aug 2020	44	\$490,000	1.0% ▲	30	137	\$430
Jul 2020	39	\$485,000	-1.0% ▼	32	140	\$430
Jun 2020	39	\$490,000	-0.9% ▼	32	142	\$427
May 2020	22	\$494,250	0.3% ▲	32	132	\$430
Apr 2020	28	\$493,000	0.6% ▲	35	131	\$425
Mar 2020	34	\$490,000	1.0% ▲	36	164	\$425

Sales by Price - 12 months (House)

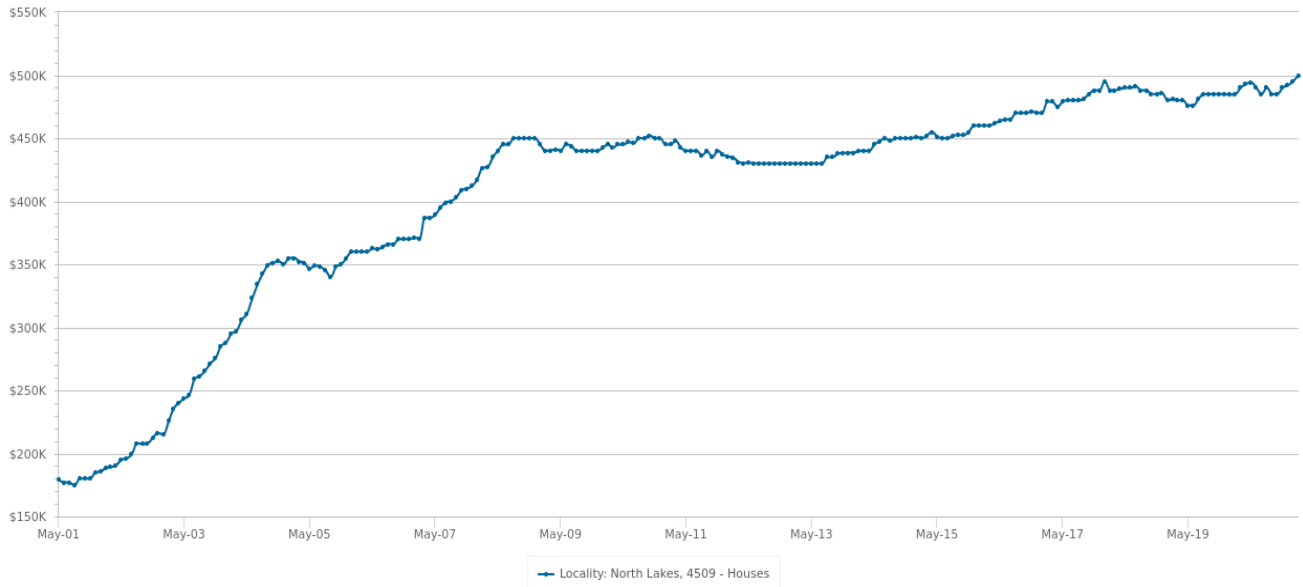
PRICE	NUMBER
<\$200K	1
\$200K-\$400K	42
\$400K-\$600K	290
\$600K-\$800K	97
\$800K-\$1M	17
\$1M-\$2M	6
>2M	0



Statistics are calculated over a rolling 12 month period

Long Term Market Trends

Median Sale Price - 20 years (House)



Statistics are calculated over a rolling 12 month period

PERIOD	PROPERTIES SOLD	MEDIAN PRICE	GROWTH	DAYS ON MARKET	LISTINGS	ASKING RENT
2021	453	\$500,000	3.1% ▲	25	577	\$450
2020	434	\$485,000	0.8% ▲	37	560	\$425
2019	455	\$481,000	-1.4% ▼	41	669	\$420
2018	465	\$488,000	1.9% ▲	32	663	\$420
2017	467	\$479,000	4.1% ▲	33	699	\$420
2016	520	\$460,000	2.2% ▲	37	739	\$415
2015	492	\$450,000	2.3% ▲	40	690	\$420
2014	472	\$440,000	2.3% ▲	42	658	\$410
2013	394	\$430,000	-1.0% ▼	36	659	\$400
2012	404	\$434,500	-2.4% ▼	65	645	\$390
2011	428	\$445,000	0.0%	58	713	\$390
2010	472	\$445,000	1.1% ▲	42	614	\$390
2009	314	\$440,000	3.2% ▲	73	581	\$400
2008	453	\$426,500	15.1% ▲	39	490	\$370
2007	330	\$370,500	2.9% ▲	58	410	\$345
2006	224	\$360,000	1.4% ▲	79	285	\$287
2005	199	\$355,000	20.3% ▲	65	219	-
2004	201	\$295,000	30.6% ▲	27	102	-
2003	121	\$225,800	19.6% ▲	-	7	-
2002	96	\$188,750	-1.4% ▼	-	2	-

Summary

12 Kingston Court North Lakes QLD 4509



Appraisal price range
\$430,000 - \$460,000

Notes from your agent

Disclaimer

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) 2021. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws; more information at www.propertydatacodeofconduct.com.au

The Appraisal Amount contained in the report may have been manually provided by the Agent; or may be based on an automated valuation model estimate provided by CoreLogic ('AVM Estimated Value'). AVM Estimated Values are current at the date of the publication only. It is computer generated and is not a professional appraisal of the subject property and should not be relied upon in lieu of appropriate professional advice. The accuracy of the methodology used to develop the AVM Estimated Value, the existence of the subject property, and the accuracy of the AVM Estimated Value and all rule sets provided are estimates based on available data and are not guaranteed or warranted. CoreLogic excludes all liability for any loss or damage arising in connection with the Appraisal Amount and/or AVM Estimated Value.

Product Data licensed by CoreLogic under a Creative Commons Attribution licence. For details regarding licence, data source, copyright and disclaimers, see www.corelogic.com.au/aboutus/thirdpartyrestrictions.html

All information relating to Schools provided by CoreLogic is as a courtesy only. CoreLogic does not make any representations regarding the accuracy or completeness of the data. You should contact the School directly to verify this information.

A floor plan of a property is indicative only and may not be complete or accurate. Any floor plan that is produced is not intended or designed to replace the certificate of title or land survey.

Whilst all reasonable effort is made to ensure the information in this publication is current, CoreLogic does not warrant the accuracy or completeness of the data and information contained in this publication and to the full extent not prohibited by law excludes all for any loss or damage arising in connection with the data and information contained in this publication.



MR ALLAN C SMITH
C/- CABRERA PARTNERS
PO BOX 1084
NORTH LAKES QLD 4509

Our reference: 7115673463319

Phone: 13 10 20

TFN: 156 311 216

7 May 2020

We have approved an early release of superannuation

Dear ALLAN,

We're writing to you about your application for the Coronavirus - early release of super benefits. This is a notice of the decision made by the Regulator determining whether you've met a condition of release.

After careful consideration, we've determined that you are eligible for an early release of super.

Release amount

We've approved a release of **\$ 10,000.00**

We've approved the release of your benefits from the super provider(s) shown below:

THE TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND **\$ 10,000.00**

The above amount(s) can only be released by your super provider(s) as one lump sum payment and is tax free.

What you need to do

To organise the release of your super benefits from your self-managed super fund you will need to provide a copy of this letter to the Trustee and retain a copy for your personal records.

Yours sincerely,
Grant Brodie
Deputy Commissioner of Taxation

Pa. 22/5/20

NEED HELP?

If you have any questions or need help, phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

If you phone

Remember to have your tax file number with you when you phone. It will also be helpful if you can tell us the 'Our reference' number at the top of this letter.

FIND OUT MORE

For more information about releasing super on compassionate grounds and how tax applies, visit our website at ato.gov.au/early-release



Rental Property Statement

Client Name: We Can Do Better Superfund
 Client Code: SMIT22 Period Ended: 30 June 2020
 Partner: Mark/Stuart Accountant: Jay

Rental Property Address: 12 Kingston Court, North Lakes, QLD 4509

	Gross Rent	Water Reimbursement	Council Rates	Water Rates	Decline In Value	Management Fee	Pest Control	Insurance	Repairs and Maintenance	Mortgage Interest	Sundry	Net Rent
As per Agent's statement	20,280.00	77.37				1,774.52	195.00		189.00			18,198.85
As per client payments (INVs attached)			1,930.20	1,435.00	1,861.61		680.00	665.58		11,733.60		-18,005.99
TOTAL	\$20,280.00	\$77.37	\$1,930.20	\$1,435.00	\$1,861.61	\$1,774.52	\$575.00	\$665.58	\$189.00	\$11,733.60	\$0.00	\$192.86
	Agreed to Lease agreement											

Rent	\$20,280.00 As per lease agreement
Water Reimbursement	\$77.37
Total income	\$20,357.37 BGL 28000

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

Part 1 Tenancy details (refer also - Addendum - Additional Items)

Item 1	1.1 Lessor		
	Name/trading name ALKAZ Investments Pty Ltd		
Address			
C/- Shop 1 & 2/1642 Anzac Avenue, North Lakes, QLD			Postcode 4509
1.2 Phone			
(07) 3180 2800		Mobile 0457 406 810	Email info@bridgebury.com.au

Item 2	2.1 Tenant/s		
	Tenant 1	Full name/s Keumsim An	
	Phone		Email
	Tenant 2	Full name/s Yong Hak Bae	
	Phone		Email
	Tenant 3	Full name/s	
	Phone		Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 3	3.1 Agent If applicable. See clause 43		
	Full name/trading name Bridgebury Pty Ltd T/as Bridgebury Real Estate		
	Address		
Shop 1 & 2/1642 Anzac Avenue, North Lakes QLD			Postcode 4509
3.2 Phone			
(07) 3180 2800		Mobile 0457 406 810	Email info@bridgebury.com.au

Item 4	Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)		
	4.1 Lessor		
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4.2 Tenant/s		
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4.3 Agent		
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Item 5	5.1 Address of the rental premises		
	12 Kingston Court		
North Lakes			Postcode 4509
5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary			
See Entry Condition Report (Form 1a)			

Item 6	6.1 The term of the agreement is <input checked="" type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement		
	6.2 Starting on 18 / 01 / 2020	6.3 Ending on 17 / 01 / 2021	
Fixed term agreements only. For continuation of tenancy agreement, see clause 6			

YH. BAE

General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008

390*52 = \$20,280.00
Agreed to BGL rental income



Item 7 **Rent** \$ **390.00** per week fortnight month See clause 8(1) of the Standard Terms and Addendum - Additional Items - Item C

Item 8 **Rent must be paid on the** **DUE** day of each **Week**
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 **Method of rent payment** Insert the way the rent must be paid. See clause 8(3)
Direct Credit, Bank Cheque, Money Order, RentPay

Details for direct credit
BSB no. **0 8 4 2 5 5** Bank/building society/credit union **NAB**
Account no. **7 0 1 3 3 4 9 8 6** Account name **Bridgebury Pty Ltd T/as Bridgebury Real Estate Trust Account**
Payment reference **Please use your mobile number**

Item 10 **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)
Bank, Internet, Bridgebury Real Estate Office

Item 11 **Rental bond amount** \$ **1,560.00** See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16
Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type **Foxtel & Internet** See special terms (page 8)
Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17 Yes No

Item 13 **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.** For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)
Electricity **N/A** Any other service stated in item 12.1 **N/A**
Gas **N/A** See special terms (page 8)
Phone **N/A**

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)
Electricity **direct to supplier**
Gas **direct to supplier**
Phone **direct to supplier**
Any other service stated in item 12.1 **direct to supplier**
See special terms (page 8)

Item 15 **Number of persons allowed to reside at the premises** **3** See clause 23

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** See clause 22 Yes No

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 Yes No

Item 17 **17.1 Pets approved** Yes No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)
Type Number **0** Type Number **0**

Item 18 **Nominated repairers** Insert name and telephone number for each. See clause 31
Electrical repairs **Wells Electrical Services** Phone **0408 726 287**
Plumbing repairs **IPlumb** Phone **0439 680 085**
Other **Men At Work Property Maintenance** Phone **0435 772 408**

Note: Refer Addendum - Additional Items (Page 9) for additional details

Y.H. BAE

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note – Some breaches of this agreement may also be an offence under the Act, for example, if –
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.*Note* – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement – s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note – For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

8 When, how and where rent must be paid – ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).
Note – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.
Examples of an appropriate place –
 - the lessor's address for service
 - the lessor's agent's office

9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.
Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note – There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.
Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.
Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note – Section 165(3) limits the amount the tenant must pay.

17 Water service charges – ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
Note – For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -
water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.
Note – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure -
- (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
- Note -* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items* means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises* include any common area available for use by the tenant with the premises.

26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note -* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys – s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
- (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks – ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage – s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note* – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if -
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note – See the information statement for details.

37 Condition premises must be left in – s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address – s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises – ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

Note – See section 164 for what is a service charge.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note – Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer attached: Addendum - Additional Items and Addendum - Special Terms (as forming part of this Agreement)

Refer Addendum A (Item A1)

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

Signature of lessor/agent

Name/trading name

Bridgebury Pty Ltd T/as Bridgebury Real Estate

Signature



Date 13 / 11 / 2019

Signature of tenant 1

Print name

Keumsim An

Signature



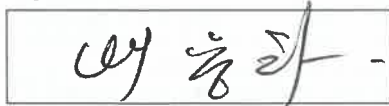
Date 13 / 11 / 2019

Signature of tenant 2

Print name

Yong Hak Bae

Signature



Date 13 / 11 / 2019

Signature of tenant 3

Print name

Signature

Date / /

Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

Item A Address for service (if different from address of the premises in Item 5.1)

	Postcode

Item B Name(s) of Person(s) authorised to reside on Premises

Keumsim An, Yong Hak Bae & 1 x Child

Item C Rent Increase See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase: Applicable Yes No

Commencing on: (If known)

(a) New Rent will be \$ per week fortnight month (single increase only) OR

(b) Determined by the method as outlined below:

--

Note: Method must be set out clearly for tenants to understand. Use appropriate examples where necessary

Item D Pool Safety Certificate Requirements (complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises)

The Tenant acknowledges having received one of the following:

a copy of the current Pool Safety Certificate

OR a Form 36 - Notice of No Pool Safety Certificate (Body Corporate shared pool only)

Item E Key collection and return

Keys available for collection: (new tenancies only)

Date: On the starting date stated in Item 6.2 OR

Time:

Instructions for returning keys upon vacating:

Keys must be returned by close of business on the vacate date, or prior to 10:00AM the following morning if the vacate date is a non-business day.

Item F Additional Tenants

Tenant 4	Full name/s
Phone	Email

Signature of tenant 4

Print name

--

Signature

--

Date / /

Addendum - Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1 Condition of Premises

The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

2 Care of Premises

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Not to construct and/or place upon any part of the premises, without first obtaining the written consent of the lessor, any shed, container or other object likely to cause damage to the premises or grounds forming part of the premises.
- (h) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
 - (1) is capable of being filled with water to a depth of more than 300mm; or
 - (2) has a volume of more than 2000L; or
 - (3) has a filtration system.Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.
- (i) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (j) Not to maliciously or negligently damage the premises or any part of the premises.
- (k) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (l) To, in respect to smoke alarms in the premises:
 - (1) test each smoke alarm at least once every 12 months of the tenancy by:
 - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (b) testing the alarm in the way stated in the Information Statement.
 - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
 - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
 - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (m) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

- (n) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or pest infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (o) To replace any light bulbs and fluoro tubes that have blown during the term of the tenancy.
- (p) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special Terms.
- (q) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

3 Pets

- (1) The tenant may not keep pets on the premises other than:
 - (a) In accordance with Item 17 of Part 1, Clause 24 of the Standard Terms and this Clause 3; or
 - (b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.
- (2) The tenant agrees at all times to:
 - (a) Keep the pets under control, particularly in respect of noise.
 - (b) Maintain the cleanliness and health of the pets including appropriate vaccination.
 - (c) Keep all areas, where the pet/s are allowed, clean and parasite free.
 - (d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.
 - (e) Keep any cats indoors at night.
 - (f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.
 - (g) Regularly remove pet droppings in an appropriate manner.
 - (h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.
- (3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.
- (4) If during the tenancy the fences are found to be inadequate to enclose the pets:
 - (a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and
 - (b) Report the inadequacy or damage to the lessor/lessor's agent.
- (5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.
- (6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

4 During Occupancy

- (1) The tenant agrees that only the persons nominated in Addendum - Additional Items - Item B or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.
- (2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.
- (3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

5 End of Occupancy

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.

- (b) On the last day of the tenancy have all carpets cleaned to a standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

6 Breach of Tenancy

Note: Section 429 of the Act states:

If there is a dispute between the lessor and tenant... about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

- (1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:
 - (a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.
 - (b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.
- (2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.
- (3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:
 - (a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.
 - (b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

7 Insurance / Indemnity

- (1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.
- (2) The tenant shall be responsible for insuring the tenants own property.

8 Liability Statement

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant.

Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

9 Interpretation

For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

10 Notice of Rent Increases

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item C:

- (a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item C.
- (b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 Related Documents / Notices / Electronic Communication

- (1) The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (2) A Related Document to be served on any party under this Agreement shall be in writing and may be served on that party:
 - (a) by delivering it to the party personally; or
 - (b) by leaving it for the party at that party's address as stated in this Agreement; or
 - (c) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Agreement; or
 - (d) by electronic communication to the party at the appropriate electronic address as stated in this Agreement; or
 - (e) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 11(2)(a) to (d) above.
- (3) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (4) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001*.
- (5) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (6) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (7) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (8) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

12 Inspections

- (1) The tenant will permit the lessor/lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to record the condition of the Premises by taking photos and/or videos. The photos and/or videos will be used to compare with photos and/or videos taken in the preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy.
- (2) The tenant authorises photos and/or videos (including photos and/or videos of something belonging to the tenant) taken in compliance with Clause 12(1) to be provided to and used subject to Clause 12(1) by the lessor and/or lessor's agent.
- (3) Photos or videos may not be used for advertising and copies will be provided to the tenant on request at no charge.
- (4) Should the lessor/lessor's agent require photos or videos of the Premises for any purpose other than as provided in Clause 12(1) the lessor/lessor's agent must obtain the tenant's written authorisation.

13 Privacy

- (1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (2) The Privacy Policy outlines how the lessor's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
 - (a) the lessor of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches; and/or
 - (c) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (d) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (e) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or
 - (f) a utility connection provider where you request the lessor's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (g) Body Corporates.
- (4) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the lessor's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (5) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.
- (6) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (7) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

- (4) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.

14 Data Collection

Upon signing this Agreement the parties agree the lessor's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Agreement.

15 Telephone

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

16 Special Terms

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

17 Definitions

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions (Queensland) Act 2001* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

Addendum A

A1. Special Terms

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
 - (2) check that any breaches of the tenancy have been rectified
 - (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs
- And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Air Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every one months and upon vacating the Premises.

Blinds & Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Care of Premises

In accordance with Addendum B - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum B - Special Terms Clause 4(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Cleaning Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the Premises.

Curtains

Curtains are to be cleaned in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and upon vacating the Premises.

Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

Electronic Communications Servicing the Premises

The Tenant must satisfy itself as to the provisions of any electronic communication services to the Premises (internet, television - analogue, digital or cable). The Lessor gives no warranty in respect to the provisions or adequacy of such services to the Premises.

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Grass Clippings

Addendum B - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste & grass clippings) and keeping plants free from pests and disease.

Gutters

Where the period of tenancy is longer than 12 months, the Tenant will as necessary, but not less than once in every 12 month period, cause to be cleared of leaves and other debris, all gutters forming part of the Premises.

Keys - Collection & Return

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum A -

Addendum A (continued)

Additional Items - Item (F).

Keys - Loss & Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Lease Renewal - Condition Report

Where the Lessor grants a further term of occupancy to the Tenant, the Entry Condition Report supplied at the commencement of the original term of the tenancy is relevant and applicable to the new lease term.

Objects Causing Damage

The Tenant will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Lessor, any shed, container, above ground pool or other object likely to cause damage to the Premises or grounds forming part of the Premises.

Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Plants (On Timber Flooring)

Plants or their containers are not to be placed directly onto timber floors or decking.

Plants (Removal)

The Tenant shall not cause plants to be added to or removed from the Premises grounds without first obtaining written consent from the Lessor.

Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

Repairs & Maintenance - Notify Agent of Incomplete /Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent by in writing if in the Tenant's opinion the works are unsatisfactory or incomplete.

Repairs & Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing (emergencies excepted).

Roofing / Roof Space

The Tenant is not permitted to enter the ceiling space or walk on the roof nor attach items thereto without first having obtained the lessor's consent.

Smoke Alarms - Maintenance Company Employed

Notwithstanding the provisions of Addendum B - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with Smoke Alarm Solutions to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, ONE times per year.

Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

Termite Inspection & Maintenance Access

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

Timber Floors

The Tenant(s) will use felt protectors (or similar product) on the bases of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

TV Connections

The Tenant acknowledges that all TV connections and boosters will remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

Unauthorised Animals - Indemnity

Addendum A (continued)

The Tenant agrees the Tenant shall be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor and the Tenant will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises.

=====

Vacating Premises (Notice)

The Tenant must give the Lessor written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

=====

Vehicle & Other Machinery Repairs or Works

The Tenant/s agree not to carry out any mechanical repairs or works to machinery (including cars and/or boats) which the Tenant may bring onto the Premises which may cause damage to any part of the Premises.

=====

Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

=====

Vehicles (Unregistered)

The Tenant must not store any unregistered vehicle at the Premises without first obtaining the written consent of the Lessor/ Lessor's Agent.

=====

Water Usage Charge - Tenant to Pay

1. The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
 2. Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
 3. The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
 4. The Agent will forward to the Tenant an invoice for payment of the water consumption charges.
 5. The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.
- =====



Income & Expenditure Summary

Karen Smith
8-12 Salote Court
Caboolture QLD 4510

Date 1/07/2019 to 30/06/2020

From Statement: **58 (15/06/2019)**
To Statement: **80 (15/06/2020)**

ALKAZ Investments Pty Ltd (ID: 418)

	Debit	Credit	Total
Opening Balance			\$0.00
Owner Contributions			\$0.00

Residential Properties

12 Kingston Court, North Lakes, QLD 4509

Property Income

Residential Rent	\$0.00	\$20,280.00	\$20,280.00
Water Rates	\$0.00	\$77.37	\$77.37
	\$0.00	\$20,357.37	\$20,357.37
			<i>(GST Total: \$0.00)</i>

Property Expenses

Inspection Fee	\$100.00	\$0.00	\$100.00
+ GST	\$10.00	\$0.00	\$10.00
Lease Renewal Fee	\$195.00	\$0.00	\$195.00
+ GST	\$19.50	\$0.00	\$19.50
Pest Control / Termite Protection	\$177.27	\$0.00	\$177.27
+ GST	\$17.73	\$0.00	\$17.73
Plumbing / Gas	\$100.00	\$0.00	\$100.00
+ GST	\$10.00	\$0.00	\$10.00
Residential Management Fee	\$1,318.20	\$0.00	\$1,318.20
+ GST	\$131.82	\$0.00	\$131.82
Smoke Alarm Service / Installation	\$71.82	\$0.00	\$71.82
+ GST	\$7.18	\$0.00	\$7.18
	\$2,158.52	\$0.00	\$2,158.52
			<i>(GST Total: \$196.23)</i>

PROPERTY BALANCE: \$18,198.85

(GST Balance: -\$196.23)

Report shows all transactions reported on statements created within reporting period.



Income & Expenditure Summary

Ownership Expenses & Payments

Owner Expenses

\$0.00

\$0.00

\$0.00

(GST Total: \$0.00)

Owner Payments

KAN Invest PTY LTD

\$18,198.85

\$18,198.85

CLOSING BALANCE: \$0.00

Report shows all transactions reported on statements created within reporting period.

Rate notice

Customer Service Centres

Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address

PO Box 159
Caboolture Qld 4510

Customer Service

Ph: (07) 3480 6464

ABN: 92 967 232 136

www.moretonbay.qld.gov.au
mbrc@moretonbay.qld.gov.au



Alkaz Investment Pty Ltd
PO Box 28
NORTH LAKES QLD 4509

*pd
15/8/19.*

Property Details

12 Kingston Court, NORTH LAKES QLD 4509
Lot 446 SP 231818
Rateable Valuation \$237,500

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 July - 30 September 2019

Date of issue

03 July 2019

Due date for payment

02 August 2019

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 26 June 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

Council Rates & Charges

General Rate - Category R2 (minimum)	310.75
Regional Infrastructure Separate Charge	19.50
Garbage Charge - Domestic	59.25
Special Charge - North Lakes Enhanced Services	37.50

State Government Charges

Emergency Management Levy - Group 2A	55.55
--------------------------------------	-------

TOTAL PAYABLE

\$482.55

Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking
PHONE: Call 1300 400 620
ONLINE: Go to www.moretonbay.qld.gov.au/pay
AUSTRALIA POST: Pay over the counter at any post office
MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510
IN PERSON: Pay at any Customer Service Centre
DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.
PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.
PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.
RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

PAYMENT REMITTANCE SLIP



*2464 008033110



Billers Code: 7062
Ref: 008033110

Location: 12 Kingston Court, NORTH LAKES QLD 4509
Customer Ref: 008033110

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 July - 30 September 2019

Date of issue

03 July 2019

Due date for payment

02 August 2019

EMAILED -

-7251300111

Rate notice

Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

ABN: 92 967 232 136
www.moretonbay.qld.gov.au
mbrc@moretonbay.qld.gov.au

 036
Alkaz Investment Pty Ltd
PO Box 28
NORTH LAKES QLD 4509

Property Details
12 Kingston Court, NORTH LAKES QLD 4509
Lot 446 SP 231818
Rateable Valuation \$237,500

Assessment number	803311.0
Total Payable	\$482.55
Period of rating	1 October - 31 December 2019
Date of issue	02 October 2019
Due date for payment	01 November 2019

Council Rates & Charges	
General Rate - Category R2 (minimum)	310.75
Regional Infrastructure Separate Charge	19.50
Garbage Charge - Domestic	59.25
Special Charge - North Lakes Enhanced Services	37.50
State Government Charges	
Emergency Management Levy - Group 2A	55.55
TOTAL PAYABLE	\$482.55

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 26th September 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

Pa 21/10/19


Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking
PHONE: Call 1300 400 620
ONLINE: Go to www.moretonbay.qld.gov.au/pay
AUSTRALIA POST: Pay over the counter at any post office
MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510
IN PERSON: Pay at any Customer Service Centre
DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.
PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.
PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.
RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

PAYMENT REMITTANCE SLIP



*2464 008033110



Billor Code: 7062
Ref: 008033110

Assessment number	803311.0
Total Payable	\$482.55
Period of rating	1 October - 31 December 2019
Date of issue	02 October 2019
Due date for payment	01 November 2019

Location: 12 Kingston Court, NORTH LAKES QLD 4509
Customer Ref: 008033110

EMAILED -

-15/200011

Rate notice

Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
Caboolture Qld 4510

Customer Service
Ph: (07) 3480 6464

ABN: 92 967 232 136
www.moretonbay.qld.gov.au
mbrc@moretonbay.qld.gov.au



036

Alkaz Investment Pty Ltd
PO Box 28
NORTH LAKES QLD 4509

Property Details

12 Kingston Court, NORTH LAKES QLD 4509
Lot 446 SP 231818
Rateable Valuation \$237,500

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 January - 31 March 2020

Date of issue

02 January 2020

Due date for payment

03 February 2020

Council Rates & Charges

General Rate - Category R2 (minimum)	310.75
Regional Infrastructure Separate Charge	19.50
Garbage Charge - Domestic	59.25
Special Charge - North Lakes Enhanced Services	37.50
State Government Charges	
Emergency Management Levy - Group 2A	55.55
TOTAL PAYABLE	\$482.55

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 23rd December 2019 may not have been processed before the printing of this notice and may appear as an overdue balance.

Handwritten signature and date: 17/1/20

Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 1300 400 620

ONLINE: Go to www.moretonbay.qld.gov.au/pay

AUSTRALIA POST: Pay over the counter at any post office

MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510

IN PERSON: Pay at any Customer Service Centre

DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.

PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.

RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

PAYMENT REMITTANCE SLIP



*2464 008033110



Billor Code: 7062
Ref: 008033110

Location: 12 Kingston Court, NORTH LAKES QLD 4509
Customer Ref: 008033110

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 January - 31 March 2020

Date of issue

02 January 2020

Due date for payment

03 February 2020

Rate notice

Customer Service Centres

Caboolture - 2 Hasking Street, Caboolture
Redcliffe - Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address

PO Box 159
Caboolture Qld 4510

Customer Service

Ph: (07) 3480 6464

ABN: 92 967 232 136

www.moretonbay.qld.gov.au
mbrc@moretonbay.qld.gov.au



036

Alkaz Investment Pty Ltd
PO Box 28
NORTH LAKES QLD 4509

Property Details

12 Kingston Court, NORTH LAKES QLD 4509
Lot 446 SP 231818
Rateable Valuation \$237,500

Council Rates & Charges

General Rate - Category R2 (minimum)	310.75
Regional Infrastructure Separate Charge	19.50
Garbage Charge - Domestic	59.25
Special Charge - North Lakes Enhanced Services	37.50
State Government Charges	
Emergency Management Levy - Group 2A	55.55
TOTAL PAYABLE	\$482.55

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 April - 30 June 2020

Date of issue

08 April 2020

Due date for payment

08 May 2020

End of Quarter Processing Deadlines

Please note that due to processing requirements, payments made after 25th March 2020 may not have been processed before the printing of this notice and may appear as an overdue balance.

Pa. 11/5/20

Council has received a payment of \$14,877,100 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2019/20 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 1300 400 620

ONLINE: Go to www.moretonbay.qld.gov.au/pay

AUSTRALIA POST: Pay over the counter at any post office

MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510

IN PERSON: Pay at any Customer Service Centre

DIRECT DEBIT: Go to www.moretonbay.qld.gov.au/rates/directdebit

INTEREST: Interest at the rate of 9.83% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.

PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.

RATING CATEGORY STATEMENT: To access your current rating category statement visit: www.moretonbay.qld.gov.au/ratescalculation

PAYMENT REMITTANCE SLIP



*2464 008033110



Bill Code: 7062
Ref: 008033110

Location: 12 Kingston Court, NORTH LAKES QLD 4509
Customer Ref: 008033110

Assessment number

803311.0

Total Payable

\$482.55

Period of rating

1 April - 30 June 2020

Date of issue

08 April 2020

Due date for payment

08 May 2020



Alkaz Investment Pty Ltd
PO BOX 28
NORTH LAKES QLD 4509

pd 16/7/19

WATER AND SEWERAGE YOUR BILL

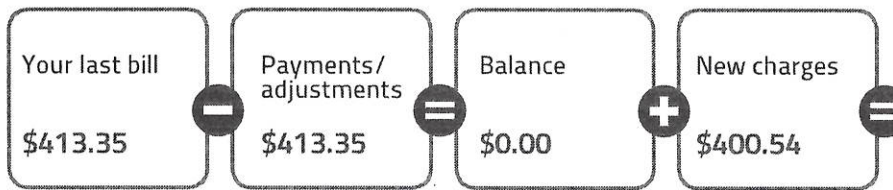
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 7am-6pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	99830161
Payment reference	0998 3016 18
Property	12 Kingston Ct, NORTH LAKES, QLD

Bill number	7119032629
Billing period	06 Mar 2019 to 7 Jun 2019
Issue date	12 Jun 2019
Approximate date of next meter reading	29 Aug 2019

Your account activity

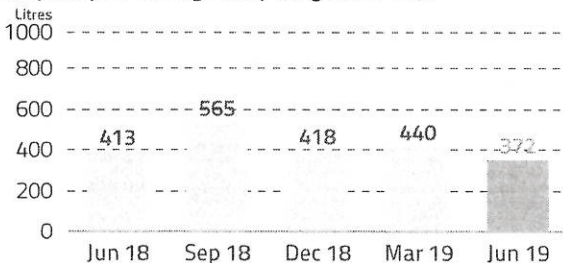


Direct debit is set up to pay the total due on the due date

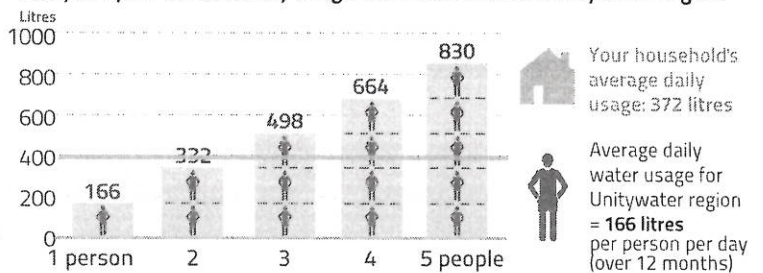
Total due	\$400.54
Due date	12 Jul 2019

11% interest per annum, compounding daily, will apply to any amount not paid by the due date

Compare your average daily usage over time



Compare your current daily usage with others in the Unitywater region



Easy ways to pay For other payment options - see over

BPAY
Biller Code: 130393
Ref: 0998 3016 18
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
Registered to BPAY Pty Ltd ABN 69 079 137 518

Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay
Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free. Find out more at unitywater.com/smoothpay



Unitywater
Serving you today,
investing in tomorrow.



Alkaz Investment Pty Ltd
PO BOX 28
NORTH LAKES QLD 4509

WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 7am-6pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	99830161
Payment reference	0998 3016 18
Property	12 Kingston Ct, NORTH LAKES, QLD

Bill number	7119360695
Billing period	08 Jun 2019 B7 days to 2 Sep 2019
Issue date	5 Sep 2019
Approximate date of next meter reading	2 Dec 2019

Direct Debit pd 8/10/19.

Your account activity

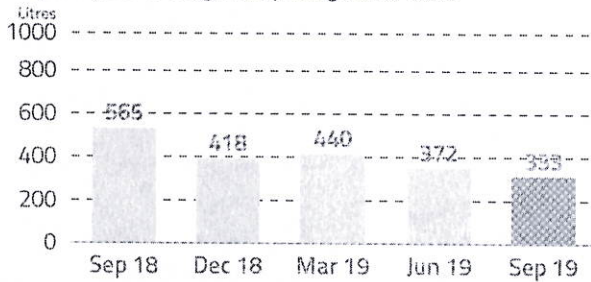
Your last bill \$400.54	-	Payments/ adjustments \$400.54	=	Balance \$0.00	+	New charges \$357.30	=
----------------------------	---	--------------------------------------	---	-------------------	---	-------------------------	---

Direct debit is set up to pay the total due on the due date

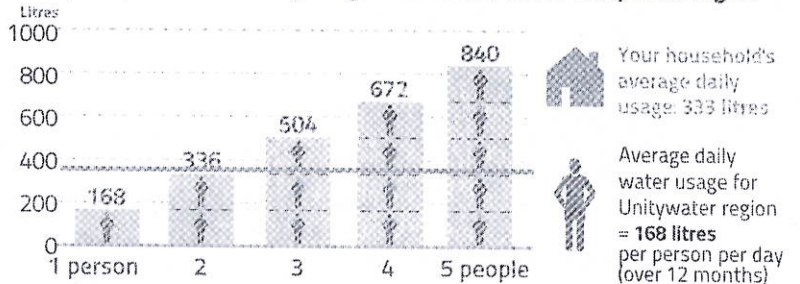
Total due	\$357.30
Due date	8 Oct 2019

8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Compare your average daily usage over time



Compare your current daily usage with others in the Unitywater region



GET TO KNOW THE INS AND OUTS OF YOUR BILL

See inside for the full picture about 2019-20 water and sewerage prices and what these charges pay for.

Easy ways to pay For other payment options - see over

BPAY
Biller Code: 130393
Ref: 0998 3016 18
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
*Registered to BPAY Pty Ltd ABN 69 079 137 518

Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay
Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay



Unitywater

Serving you today,
investing in tomorrow.



Alkaz Investment Pty Ltd
PO BOX 28
NORTH LAKES QLD 4509

pd - 6/1/20
Direct Debit

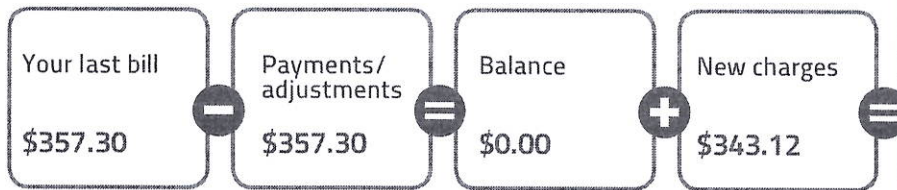
WATER AND SEWERAGE YOUR BILL

📞 1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 7am-6pm Mon-Fri
🌐 unitywater.com
ABN 89 791 717 472

Account number	99830161
Payment reference	0998 3016 18
Property 12 Kingston Ct, NORTH LAKES, QLD	

Bill number	7119688620
Billing period	03 Sep 2019 88 days to 29 Nov 2019
Issue date	4 Dec 2019
Approximate date of next meter reading	28 Feb 2020

Your account activity



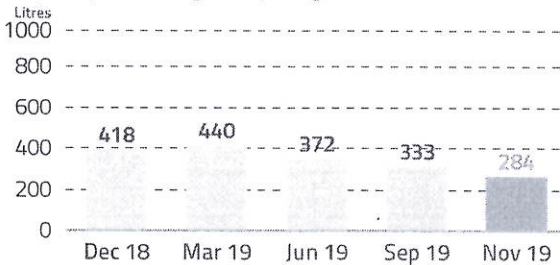
Direct debit is set up to pay the total due on the due date

Total due \$343.12

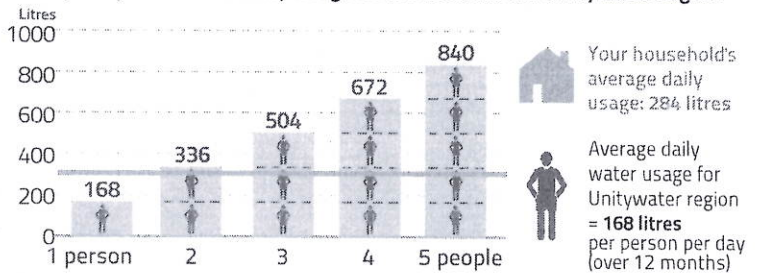
Due date 6 Jan 2020

8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Compare your average daily usage over time



Compare your current daily usage with others in the Unitywater region



Easy ways to pay For other payment options - see over

BPAY
 BPA*
 Biller Code: 130393
 Ref: 0998 3016 18
 Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
 Find out more at bpay.com.au
 * Registered to BPAY Pty Ltd ABN 69 079 137 518

Direct Debit
 Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay
 Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
 Find out more at unitywater.com/smoothpay



Alkaz Investment Pty Ltd
PO BOX 28
NORTH LAKES QLD 4509

*Direct Debit
Pd 6/4/20*

WATER AND SEWERAGE YOUR BILL

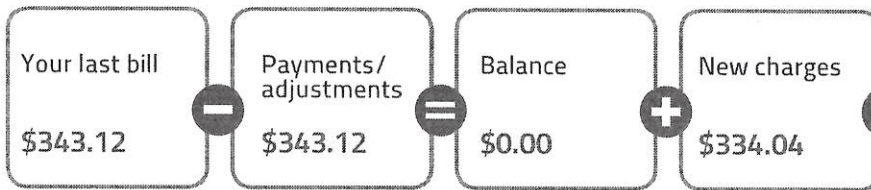
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	99830161
Payment reference	0998 3016 18
Property	12 Kingston Ct, NORTH LAKES, QLD

Bill number	7120020745
Billing period	30 Nov 2019 to 28 Feb 2020
Issue date	6 Mar 2020
Approximate date of next meter reading	1 Jun 2020

Your account activity



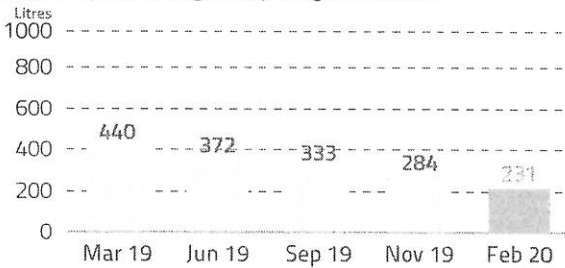
Direct debit is set up to pay the total due on the due date

Total due \$334.04

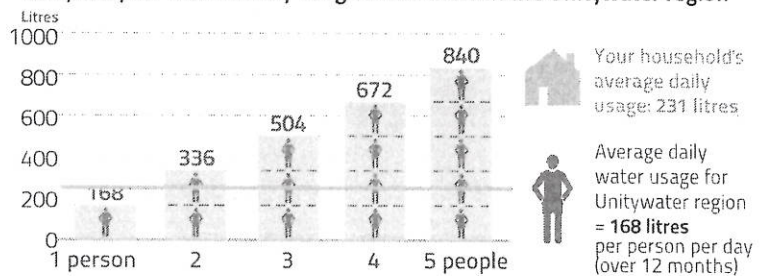
Due date 6 Apr 2020

8% interest per annum, compounding daily, will apply to any amount not paid by the due date

Compare your average daily usage over time



Compare your current daily usage with others in the Unitywater region



Count the Ways LET'S SAVE WATER TOGETHER

Our dam levels are dropping. Let's count on each other to make positive changes, like washing your car with a bucket instead of a hose.

For more tips tailored to your home, visit unitywater.com/savewater

Easy ways to pay For other payment options - see over

BPAY
Biller Code: 130393
Ref: 0998 3016 18
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
*Registered to BPAY Pty Ltd ABN 69 079 137 518

Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay
Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay



Confirmation

Processing

Your payment will be received within our standard [cut-off times](#).

Payment summary

BPAY® receipt number **3886817**

Payer

From **Westpac DIY Super Working Account 034-640 xx4171**

Description **Unity Water**

Payee

To **Unity Kingston
UNITYWATER - Biller code 130393**

Customer reference number **0998301618**

Payment details

Amount **\$400.54**

Scheduled payment date **16 Jul 2019**

Payment ID **9510962d-656e-4b43-9ba8-0241293871fa**

Do your users need to open accounts online?

Take a signed completed form to your nearest branch to update their access.

[Download Form](#)

Copyright © 2018 Westpac Banking Corporation
ABN 33 007 457 141 & AFSL & Australian credit license 233714

*Direct Debit rejected
Pd by BPay
Called Unity water
they all good
16/7/19*



Household Insurance

Certificate of Currency

DATE ISSUED 24 DEC 2019

0018752449

ALKAZ INVESTMENT PTY LTD
PO BOX 28
NORTH LAKES QLD 4509



racq.com/insurance



PO Box 4, Springwood Qld 4127

POLICY EXPIRY DATE	POLICY NUMBER
24 Dec 2020 midnight	53804437P8

This certificate confirms that your insurance is current at the date of issue.

Policyholders **ALKAZ INVESTMENT PTY LTD**
MRS KAREN SMITH



1. Home Insurance

Insured address **12 KINGSTON CT NORTH LAKES 4509**

Selected cover

Sum/s insured	Home	\$311,000
Basic excess	\$1,000	
Home		
Earthquake excess	\$300	The earthquake excess will be on top of your basic excess in the event of a claim
Period of insurance	24 December 2019 to midnight 24 December 2020	
Home details	You have told us your home is: A House, built in 2014 Of Brick Veneer construction with Tile roof Rented and permanently occupied by tenants Structurally sound and well maintained Not under construction, reconstruction or renovation Not used as a trade, business or professional workplace Not unoccupied for more than 60 consecutive days	
Flood cover	This policy includes coverage for Flood	
Legal liability	\$20 million	
Mortgagee	You have told us WESTPAC holds the First mortgage	

pd 24/12/19



Household Certificate of Insurance

New Policy

TAX INVOICE DATE ISSUED 24 DEC 2019

0016752091
MRS KAREN SMITH
PO BOX 28
NORTH LAKES QLD 4509



racq.com/Insurance



PO Box 4, Springwood Qld 4127

POLICY EXPIRY DATE

24 Dec 2020 midnight

POLICY NUMBER

53804437P8

Thank you for choosing RACQ

What next?

1. Read your Certificate of Insurance, including the Duty of Disclosure, your Household Insurance Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS). These are the terms and conditions of your policy.
2. Review your selected cover, nominated sum/s insured and any Optional Benefits available to ensure this cover is right for you.
3. This document contains important information about your policy and is your Tax Invoice and Certificate of Insurance when paid. Please keep it in a safe place.
4. Choose a payment method and make your payment by 7 January 2020.
5. To view your insurance details, update your personal information or make a payment, please visit our online Self-Service portal at racq.com/login. If you have not accessed Self-Service before, you will need your Membership Card to create your login.

What will happen if you do not pay on time?

If we do not receive your payment by the 7 January 2020 you will not be covered by this insurance.

Policyholder and payment information

Policyholders

MRS KAREN SMITH *add one on RACQ Silver member*

\$665.58 annually

Amount due by
7 January 2020

OR

To arrange Pay by the Month via direct debit please contact us

The amount due includes any applicable discounts and credits.

How to pay



Biller Code: 6551
Ref: 0309 53804437 30

Contact your bank or financial institution to make this payment from your nominated account.



Visit www.racq.com or call 13 1905 to pay with your credit card or to arrange to Pay by the Month
Payment Ref: 0309 53804437 30



Pay instore or at Australia Post using cash, cheque, EFTPOS or credit card

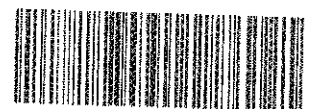


PAYMENT DUE DATE

7 January 2020

AMOUNT DUE

\$665.58



*401 03095380443730



Household Certificate of Insurance

New Policy

TAX INVOICE DATE ISSUED 24 DEC 2019



Home Insurance

Insured address 12 KINGSTON CT NORTH LAKES 4509

Selected cover

Sum/s Insured	Home	\$311,000
Basic excess	Home	\$1,000
Earthquake excess	\$300	The earthquake excess will be on top of your basic excess in the event of a claim
Period of insurance	24 December 2019 to midnight 24 December 2020	
Home details	<p>You have told us your home is:</p> <ul style="list-style-type: none"> A House, built in 2014 Of Brick Veneer construction with Tile roof Rented and permanently occupied by tenants Structurally sound and well maintained Not under construction, reconstruction or renovation Not used as a trade, business or professional workplace Not unoccupied for more than 60 consecutive days 	
Home security details	<p>You have told us your home has no additional security installed or fitted</p>	
Flood cover	This policy includes coverage for Flood	
Mortgagee	You have told us WESTPAC holds the First mortgage	
Legal liability	\$20 million	

SUM INSURED

Please review the Sum Insured to make sure it provides the right amount of cover for you.
Call 13 1905 to change the Sum Insured amount at any time

PREMIUM DISCOUNTS YOU RECEIVE

Household excellence bonus - claim free 10+ years	<input checked="" type="checkbox"/>
Being an RACQ Silver member eligible for the Roadside Assistance loyalty discount	<input checked="" type="checkbox"/>
Multi policy discount	<input checked="" type="checkbox"/>
Home - no claim discount	<input checked="" type="checkbox"/>

Optional benefits

Only those Optional benefits marked with a ✓ (tick) have been selected by you

Benefit description	Home
Advanced cover	
Motor burnout	X
Call 13 1905 if you would like to add an Optional benefit.	X



Household Certificate of Insurance

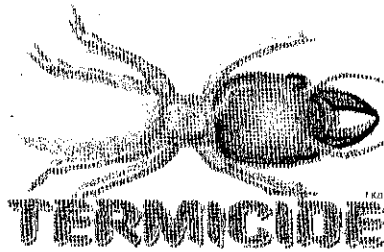
New Policy

TAX INVOICE DATE ISSUED 24 DEC 2019

Total amount payable

Premium breakdown	Total
Insurance premium	\$555.11
GST	\$55.51
Stamp duty	\$54.96
Total amount payable	\$665.58

When payment is made, this Certificate of Insurance may be used as a Tax Invoice for GST purposes.



BSA LIC: 723466 PC LIC: POC 012096
ABN: 18 003 608 018
7 Technology Drive ARUNDEL QLD 4214
PO Box 949 PARADISE POINT QLD 4216
Ph: 07 5563 3003 Fax: 07 5563 3004

Tax Invoice

Bill To: Allan & Karen Smith
8-12 Salote Court
CABOOLTURE QLD 4510

Invoice #: 00247387
Date: 11/06/2020
Page: Page 1 of 1
Job Date: 9/06/2020

Terms Net 14	Date Due 25/06/2020	Customer Order No 135811
Property Address: 12 Kingston Court, NORTH LAKES		GST Inc.
Timber Pest Inspection for the above property		\$195.00
<i>Pd 18/6/20</i>		
Reports will be issued once payment is received		
This invoice is made in accordance with the provisions of the Building and Construction Industry Payments Act 2004		
Antibacterial and Disinfecting Services Available	Subtotal:	\$177.27
Disclaimer: As per Australian Government Department of Health requirements: This work is not warranted to protect against or eliminate COVID-19 (the "coronavirus")	GST:	\$17.73
	Total Inc GST:	\$195.00
	Amount Applied:	\$195.00
	Balance	\$0.00

Remittance Advice

How to pay

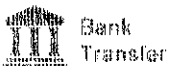


2.2% processing fee apply for credit card payment.
Please phone office on 07 5563 3003



Detach this section and mail your cheque to:

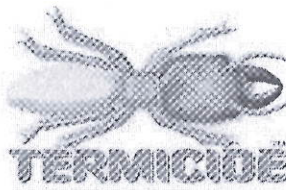
Termicide Pest Control
PO Box 949
PARADISE POINT QLD 4216



Bank: Westpac Bank - Runaway Bay
BSB: 034-292 A/C No: 219455
Please use Invoice number as reference



Email your remittance to:
accounts@termicide.com.au



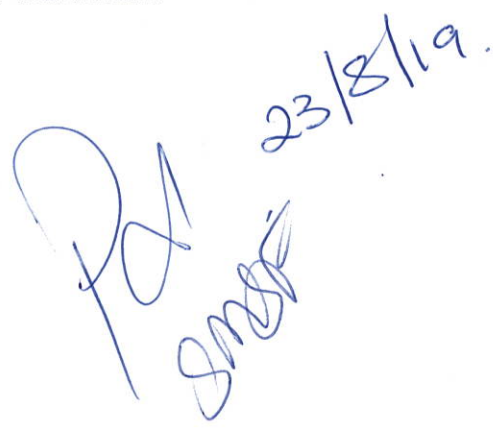
Termicide Pest Control

BSA LIC: 723466 PC LIC: POC 012096
ABN: 18 003 608 018
PO Box 949 Paradise Point Qld 4216
Ph: 07 5563 3003 Fax: 07 5563 3004

Tax Invoice

Bill To: Allan & Karen Smith
8-12 Salote Court
Caboolture QLD 4510

Invoice #: 00225601
Date: 12/08/2019
Page Page 1 of 1

Terms	Net 14	Date Due	26/08/2019	Customer Order No	8-12 Salote										
DESCRIPTION					PRICE										
Property Address: 8-12 Salote Court, Caboolture Annual Warranty Inspection for the above property 					\$185.00										
Reports will be issued once payment is received. When paying by internet/online, please enter invoice number in payment description. If paying by cheque, please attach bottom portion of invoice (remittance advice) with cheque.					<table border="1"> <tr><td>Subtotal:</td><td>\$185.00</td></tr> <tr><td>GST:</td><td>\$16.82</td></tr> <tr><td>Total Inc GST:</td><td>\$185.00</td></tr> <tr><td>Amount Applied:</td><td>\$0.00</td></tr> <tr><td>Balance Due:</td><td>\$185.00</td></tr> </table>	Subtotal:	\$185.00	GST:	\$16.82	Total Inc GST:	\$185.00	Amount Applied:	\$0.00	Balance Due:	\$185.00
Subtotal:	\$185.00														
GST:	\$16.82														
Total Inc GST:	\$185.00														
Amount Applied:	\$0.00														
Balance Due:	\$185.00														

Please note: If payment is not received by the due date, fees & charges may apply.

This invoice is made in accordance with the provisions of the Building and Construction Industry Payments Act 2004

Remittance Advice

How to pay

Invoice No: 00225601
Client Name: Allan & Karen Smith



Cash, Cheque, Money Order, Credit Card (Visa or Mastercard accepted).
Processing fee of 1.2% will apply to credit card payment amount.
Please phone office on 07 5563 3003 with credit card details.

by mail



Detach this section and mail your cheque to...
Termicide Pest Control Pty Ltd
PO Box 949
Paradise Point QLD 4216

Direct Deposit / Internet Banking

Direct Deposit / Internet Banking to:

Termicide Pest Control
Bank: Westpac Bank - Runaway Bay
BSB: 034-292 A/C No: 219455

Enter tax invoice number as the payment reference when making payment

Please send remittance to Fax: 07 5563 3004 or
Email: accounts@termicide.com.au

Thank you



TAX INVOICE

Bridgebury
NORTH LAKES QLD 4509
AUSTRALIA

Invoice Date
2 Aug 2019

Invoice Number
INV-2193

Reference
12 Kingston Court, North
Lakes, QLD, 4509

ABN
47 621 271 154

iPlumb QLD Pty Ltd
QBCC:15065961
Attention: Daniel Sewell
15 Wentworth Place
NARANGBA QLD 4504
AUSTRALIA
Phone:0439680085

Description	Quantity	Unit Price	GST	Amount AUD
Attended property and found that the submersible rain water pump and rain saver setup was faulty and not working. Rainwater pump set up is fused beyond repair and recommend replacing setup. Toilets, washing machine and rear hose tap are running on mains water at the moment.				
Removed current faulty rain water pump setup. Supplied and installed Vada Submersible Pump and Rain 2 Main package. Installed dual check valve with atmospheric port. Renewed pipe work to suit new rainwater pump set up. Submitted form 4 to QBCC for plumbing works undertaken.	1.00	1,163.64	10%	1,163.64
			Subtotal	1,163.64
			TOTAL GST 10%	116.36
			TOTAL AUD	1,280.00

Pd 23/8/19.

Due Date: 9 Aug 2019

Thankyou for choosing iPlumb QLD Pty Ltd and we look forward to working with you in the future.

Kind Regards,

Director Daniel Sewell

Payment is to be made within 7 Days of receiving invoice.

Bank Details:

Bank Of Queensland
BSB: 124041
Account Number: 22636027
Account Name: iPlumb QLD Pty Ltd



Bank Loan Reconciliation

Client Name: <u>We Can Do Better Superfund</u>	Period Ended: <u>30 June 2020</u>
Client Code: <u>SMIT22</u>	Accountant: <u>Jay</u>

Bank	<u>Westpac</u>	Account No	<u>554074</u>
------	----------------	------------	---------------

Balance per bank statement	213,176.37
----------------------------	------------

Balance per BGL	213,176.37
-----------------	------------

Variance	0.00
----------	------

Interest paid for the year

Month	Amount
July	1059.22
August	1049.69
September	1031.54
October	1059.43
November	938.53
December	957.8
January	1016.97
February	948.68
March	912.48
April	972.89
May	861.6
June	924.77
	11,733.60


SMSF Investment Property Loan

Statement Period

19 June 2020 - 21 December 2020

Account No.

034-640 55-4074

YOUR ACCOUNT SUMMARY

Opening Balance	- \$213,176.37
Total Credits	+ \$0.00
Total Debits	- \$5,603.22
Closing Balance ¹	- \$218,779.59

YOUR ACCOUNT STATUS as at 21 DEC 2020

Limit	\$231,806.00
Funds Available ¹	\$0.00

YOUR ACCOUNT DETAILS
Account Name

KAN INVEST PTY LTD
ATF WE CAN DO BETER SUPERANNUATION FUND

YOUR CUSTOMER DETAILS
Your Name

KAN INVEST PTY LTD

Your Customer Number

2995 8552

YOUR LOAN SUMMARY

Repayment Type ²	Principal and Interest
Loan Expiry Date ³	03 January 2035

TRANSACTIONS
034-640 55-4074

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction.

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
19/06/20	Statement Opening Balance			-213,176.37
06/07/20	Interest	928.80		-214,105.17
05/08/20	Interest	902.76		-215,007.93
07/09/20	Interest	997.22		-216,005.15
05/10/20	Interest	850.05		-216,855.20
05/11/20	Interest	944.83		-217,800.03
07/12/20	Interest	979.56		-218,779.59
21/12/20	Closing Balance			-218,779.59

We Can Do Better Superannuation Fund

Contributions Breakdown Report

For The Period 01 July 2019 - 30 June 2020

Summary

Member	D.O.B	Age (at 30/06/2019)	Total Super Balance (at 30/06/2019) *1	Concessional	Non-Concessional	Other	Reserves	Total
Smith, Allan Charles	Provided	49	101,358.66	8,572.14	0.00	0.00	0.00	8,572.14
Smith, Karen Elizabeth	Provided	51	105,247.59	11,969.88	0.00	0.00	0.00	11,969.88
All Members				20,542.02	0.00	0.00	0.00	20,542.02

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Smith, Allan Charles	Concessional	8,572.14	25,000.00	16,427.86 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Smith, Karen Elizabeth	Concessional	11,969.88	25,000.00	13,030.12 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2015	2016	2017	2018	2019	2020	Current Position
Smith, Allan Charles							
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	8,572.14	
Unused Concessional Contribution	N/A	N/A	N/A	N/A	N/A	16,427.86	
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	16,427.86 Below Cap
Total Super Balance	N/A	N/A	N/A	N/A	N/A	101,358.66	

11/09/2019	DEPOSIT SuperChoice P/L PC100919- 171024191	Employer	316.60
13/09/2019	DEPOSIT SuperChoice P/L PC120919- 174119446	Employer	158.30
30/09/2019	DEPOSIT SuperChoice P/L PC270919- 167952712	Employer	316.60
07/10/2019	DEPOSIT SuperChoice P/L PC041019- 182292507	Employer	158.30
15/10/2019	DEPOSIT SuperChoice P/L PC141019- 172490410	Employer	158.30
23/10/2019	DEPOSIT SuperChoice P/L PC221019- 156110161	Employer	159.64
30/10/2019	DEPOSIT SuperChoice P/L PC291019- 113641956	Employer	158.30
04/11/2019	DEPOSIT SuperChoice P/L PC011119- 116887980	Employer	158.30
08/11/2019	DEPOSIT SuperChoice P/L PC071119- 124331468	Employer	158.30
20/11/2019	DEPOSIT PRECISION CH PASCH1911150001 299	Employer	158.30
22/11/2019	DEPOSIT PRECISION CH PASCH1911180004 371	Employer	108.30
03/12/2019	DEPOSIT PRECISION CH PASCH1911280000 440	Employer	158.30
06/12/2019	DEPOSIT	Employer	108.00

	PASCH1912030002 957		
12/12/2019	DEPOSIT PRECISION CH PASCH1912090001 524	Employer	108.00
19/12/2019	DEPOSIT PRECISION CH PASCH1912160000 773	Employer	158.00
09/01/2020	DEPOSIT PRECISION CH PASCH2001060000 601	Employer	475.00
23/01/2020	DEPOSIT PRECISION CH PASCH2001200001 454	Employer	317.00
31/01/2020	DEPOSIT PRECISION CH PASCH2001280001 096	Employer	158.00
21/02/2020	DEPOSIT PRECISION CH PASCH2002180001 814	Employer	323.00
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002 907	Employer	158.00
13/03/2020	DEPOSIT PRECISION CH PASCH2003090002 849	Employer	158.00
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003 575	Employer	158.00
19/03/2020	DEPOSIT PRECISION CH PASCH2003160003 440	Employer	158.30
26/03/2020	DEPOSIT PRECISION CH PASCH2003230002 546	Employer	158.30
02/04/2020	DEPOSIT PRECISION CH PASCH2003300001 752	Employer	158.30

09/04/2020	DEPOSIT PRECISION CH PASCH2004060002 751	Employer	158.30
17/04/2020	DEPOSIT PRECISION CH PASCH2004140000 708	Employer	167.80
23/04/2020	DEPOSIT PRECISION CH PASCH2004200003 397	Employer	158.30
04/05/2020	DEPOSIT PRECISION CH PASCH2004280009 808	Employer	158.30
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001 115	Employer	158.30
14/05/2020	DEPOSIT PRECISION CH PASCH2005110001 102	Employer	158.30
22/05/2020	DEPOSIT PRECISION CH PASCH2005190000 563	Employer	158.30
28/05/2020	DEPOSIT PRECISION CH PASCH2005250001 923	Employer	158.30
09/06/2020	DEPOSIT PRECISION CH PASCH2006040000 113	Employer	158.30
10/06/2020	DEPOSIT PRECISION CH PASCH2006040004 381	Employer	158.30
15/06/2020	DEPOSIT PRECISION CH PASCH2006090004 397	Employer	158.30
19/06/2020	DEPOSIT PRECISION CH PASCH2006160003 901	Employer	158.30
25/06/2020	DEPOSIT	Employer	158.30

28/04/2020	DEPOSIT SuperChoice P/L PC270420- 105304136	Employer	1,381.14					
20/05/2020	DEPOSIT SuperChoice P/L PC190520- 146191132	Employer	920.76					
10/06/2020	DEPOSIT SuperChoice P/L PC090620- 147391622	Employer	920.76					
26/06/2020	DEPOSIT SuperChoice P/L PC250620- 177803693	Employer	920.76					
Total - Smith, Karen Elizabeth			11,969.88	0.00	0.00	0.00	0.00	0.00
Total for All Members			20,542.02	0.00	0.00	0.00		

Super contribution for Allan

Payer Name	Payer ABN	Payment Reference Number	Date	Fund ABN	Title	Suffix	Family Name	Given Name	Pay Period Start Date	Pay Period End Date	Superannuation Guarantee	Salary Sacrifice	Total	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC010719-137394054	02/07/2019	79896654277			Smith	Allan	03/06/2019	22/06/2019	324.9	150	474.9	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC180719-138687130	19/07/2019	79896654277			Smith	Allan	24/06/2019	06/07/2019	216.6	100	316.6	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC260719-139525843	29/07/2019	79896654277			Smith	Allan	08/07/2019	20/07/2019	216.6	100	316.6	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC060819-140441809	07/08/2019	79896654277			Smith	Allan	22/07/2019	27/07/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC200819-141659845	21/08/2019	79896654277			Smith	Allan	29/07/2019	10/08/2019	216.6	100	316.6	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC230819-141925576	26/08/2019	79896654277			Smith	Allan	12/08/2019	17/08/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC100919-171024191	11/09/2019	79896654277			Smith	Allan	19/08/2019	31/08/2019	216.6	100	316.6	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC120919-174119446	13/09/2019	79896654277			Smith	Allan	02/09/2019	07/09/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC270919-167952712	30/09/2019	79896654277			Smith	Allan	09/09/2019	21/09/2019	216.6	100	316.6	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC041019-182292507	07/10/2019	79896654277			Smith	Allan	23/09/2019	28/09/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC141019-172490410	15/10/2019	79896654277			Smith	Allan	30/09/2019	05/10/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC221019-156110161	23/10/2019	79896654277			Smith	Allan	07/10/2019	12/10/2019	109.64	50	159.64	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC291019-113641956	30/10/2019	79896654277			Smith	Allan	14/10/2019	19/10/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC011119-116887980	04/11/2019	79896654277			Smith	Allan	26/10/2019	26/10/2019	108.3	50	158.3	
BULL SERVICE VEHICLE SOLUTIONS PTY LTD	78109509739	PC071119-124331468	08/11/2019	79896654277			Smith	Allan	28/10/2019	02/11/2019	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1911150001299	20/11/2019	79896654277	Mr		SMITH	ALLAN	01/11/2019	07/11/2019	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1911180004371	22/11/2019	79896654277	Mr		SMITH	ALLAN	11/11/2019	17/11/2019	108.3		108.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1911280000440	03/12/2019	79896654277	Mr		SMITH	ALLAN	14/11/2019	20/11/2019	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1912030002957	06/12/2019	79896654277	Mr		SMITH	ALLAN	26/11/2019	02/12/2019	108		108	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1912090001524	12/12/2019	79896654277	Mr		SMITH	ALLAN	02/12/2019	08/12/2019	108		108	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH1912160000773	19/12/2019	79896654277	Mr		SMITH	ALLAN	09/12/2019	15/12/2019	108	50	158	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2001060000601	09/01/2020	79896654277	Mr		SMITH	ALLAN	23/12/2019	06/01/2020	325	150	475	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2001200001454	23/01/2020	79896654277	Mr		SMITH	ALLAN	13/01/2020	20/01/2020	217	100	317	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2001280001096	31/01/2020	79896654277	Mr		SMITH	ALLAN	21/01/2020	27/01/2020	108	50	158	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2002180001814	21/02/2020	79896654277	Mr		SMITH	ALLAN	03/02/2020	14/02/2020	223	100	323	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003090002849	13/03/2020	79896654277	Mr		SMITH	ALLAN	17/02/2020	23/02/2020	108	50	158	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003090002907	13/03/2020	79896654277	Mr		SMITH	ALLAN	24/02/2020	01/03/2020	108	50	158	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003160003440	19/03/2020	79896654277	Mr		SMITH	ALLAN	02/03/2020	08/03/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003160003575	19/03/2020	79896654277	Mr		SMITH	ALLAN	09/03/2020	15/03/2020	108	50	158	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003230002546	26/03/2020	79896654277	Mr		SMITH	ALLAN	16/03/2020	22/03/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2003300001752	02/04/2020	79896654277	Mr		SMITH	ALLAN	23/03/2020	29/03/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2004060002751	09/04/2020	79896654277	Mr		SMITH	ALLAN	30/03/2020	05/04/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2004140000708	17/04/2020	79896654277	Mr		SMITH	ALLAN	07/04/2020	13/04/2020	117.8	50	167.8	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2004200003397	23/04/2020	79896654277	Mr		SMITH	ALLAN	13/04/2020	19/04/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2004280009808	04/05/2020	79896654277	Mr		SMITH	ALLAN	21/04/2020	27/04/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2005110001102	14/05/2020	79896654277	Mr		SMITH	ALLAN	27/04/2020	03/05/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2005110001115	14/05/2020	79896654277	Mr		SMITH	ALLAN	04/05/2020	10/05/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2005190000563	22/05/2020	79896654277	Mr		SMITH	ALLAN	12/05/2020	18/05/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2005250001923	28/05/2020	79896654277	Mr		SMITH	ALLAN	18/05/2020	24/05/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2006040000113	09/06/2020	79896654277	Mr		SMITH	ALLAN	28/05/2020	03/06/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2006040004381	10/06/2020	79896654277	Mr		SMITH	ALLAN	04/06/2020	04/06/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2006090004397	15/06/2020	79896654277	Mr		SMITH	ALLAN	02/06/2020	08/06/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2006160003901	19/06/2020	79896654277	Mr		SMITH	ALLAN	09/06/2020	15/06/2020	108.3	50	158.3	
PRECISION ADMINISTRATION SERVICES PTY LTD - CLEARING HOUSE	47098977667	PASCH2006220000664	25/06/2020	79896654277	Mr		SMITH	ALLAN	15/06/2020	21/06/2020	108.3	50	158.3	
												5,972.14	2,600.00	8,572.14

Super contribution for Karen

Payer Name	Payer ABN	Payment Reference Number	Date	Fund ABN	Title	Suffix	Family Name	Given Name	Pay Period Start Date	Pay Period End Date	Superannuation Guarantee	Salary Sacrifice	Total
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC130819-140940058	14/08/2019	7.9897E+10			Smith	Karen	24/06/2019	20/07/2019	700.74	200	900.74
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC130819-140939924	14/08/2019	7.9897E+10			Smith	Karen	22/07/2019	03/08/2019		100	100
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC100919-171012835	11/09/2019	7.9897E+10			Smith	Karen	22/07/2019	20/08/2019	730.77	100	830.77
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC181019-199467892	21/10/2019	7.9897E+10			Smith	Karen	19/08/2019	28/09/2019	1091.15	300	1391.15
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC221119-165379707	25/11/2019	7.9897E+10			Smith	Karen	30/09/2019	26/10/2019	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC051219-130353440	06/12/2019	7.9897E+10			Smith	Karen	28/10/2019	23/11/2019	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC150120-150485789	16/01/2020	7.9897E+10			Smith	Karen	25/11/2019	21/12/2019	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC140220-198513670	17/02/2020	7.9897E+10			Smith	Karen	23/12/2019	18/01/2020	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC050320-179609678	06/03/2020	7.9897E+10			Smith	Karen	20/01/2020	15/02/2020	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC270420-105304136	28/04/2020	7.9897E+10			Smith	Karen	17/02/2020	28/03/2020	1081.14	300	1381.14
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC190520-146191132	20/05/2020	7.9897E+10			Smith	Karen	30/03/2020	25/04/2020	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC090620-147391622	10/06/2020	7.9897E+10			Smith	Karen	25/04/2020	23/05/2020	720.76	200	920.76
THE TRUSTEE FOR THE CABRERA PRACTICE TRUST & THE TRUSTEE FOI	7.811E+10	PC250620-177803693	26/06/2020	7.9897E+10			Smith	Karen	25/05/2020	20/06/2020	720.76	200	920.76
											9,369.88	2,600.00	11,969.88



WE CAN DO BETTER SUPERANNUATION FUND

Drawn by:

redchip lawyers
Level 1, 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
Ph: (07) 3852 5055
Fax: (07) 3852 2559
Email: redchip@redchip.com.au

Solicitors for:-

Australian Company Incorporation Services Pty. Ltd.
Level 1, 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
FREECALL: 1800 773 477
FREEFAX: 1800 655 556
Email: info@acis.net.au

THIS SUPERANNUATION FUND TRUST DEED is made on the date specified in Schedule 4 by the Trustee named in Schedule 4.

WHEREAS:-

- A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 4, 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. The Fund will come into operation on the 'Inception Date' specified in Schedule 4.
- 3. 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.
- 4. This Deed will be interpreted in accordance with the Rules.
- 5. 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;
 - (b) the day immediately preceding the day which is 21 years after the date of the death of the last survivor of the lineal descendants of Her Majesty Queen Elizabeth II living on the date of the execution of this Deed; or
 - (c) the date on which this Deed is terminated in accordance with its provisions.
- 6. (a) Where the Fund is currently subscribed to a system for the administration of superannuation fund governing rules conducted by or on behalf of Superdepot Pty Ltd ACN 122 036 248, the Trustee appoints its professional advisor for the time being and each principal, director and authorised employee of that professional advisor as its duly constituted attorney for the following purposes only:
 - (i) To accept on behalf of the Trustee any amendments to the Governing Rules of the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
 - (ii) To execute on behalf of the Trustee a resolution accepting and adopting any amended Governing Rules for the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
 - (iii) To confirm by electronic medium or otherwise the acceptance and/or adoption of such Governing Rules.

- (b) The Trustee will upon request execute an authority required in order to complete this appointment and put it into effect.
- (c) The Trustee may at any time revoke the power of attorney in this clause 6 by giving written notice to the Trustees attorney.

TABLE OF CONTENTS

1. INTERPRETATION PROVISIONS	1
1.1 TERMS DEFINED IN THE ACT.....	1
1.2 DICTIONARY (ALSO SEE SCHEDULE 3).....	1
1.3 ADDITIONAL DEFINITIONS.....	1
1.4 INTERPRETATION.....	1
1.5 RULES FOR SELF MANAGED SUPERANNUATION FUNDS.....	2
1.6 SOLE PURPOSE.....	4
2. MEMBERSHIP	5
2.1 WHO MAY APPLY	5
2.2 BECOMING A MEMBER.....	5
2.3 SOME EX-SPOUSES TREATED AS MEMBERS	5
2.4 CATEGORIES AND SUB-PLANS.....	5
2.5 RESTRICTIONS IF THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY	6
3. INFORMATION WHICH TRUSTEE MUST GIVE	7
3.1 PRODUCT DISCLOSURE STATEMENTS	7
3.2 CIRCUMSTANCES REQUIRING INFORMATION	7
3.3 HOW TO PROVIDE INFORMATION	8
3.4 INFORMATION ON DEATH OF MEMBER	8
3.5 INFORMATION PURSUANT TO FAMILY LAW ACT ORDERS.....	8
4. CONTRIBUTIONS	9
4.1 WHO MAY MAKE CONTRIBUTIONS.....	9
4.2 SUBJECT TO RELEVANT LAW	9
4.3 GOVERNMENT CO-CONTRIBUTION	9
4.4 SPLITTABLE CONTRIBUTIONS	9
5. BENEFITS AND ENTITLEMENTS	10
5.1 BENEFITS A MEMBER MAY RECEIVE	10
5.2 HOW TO CALCULATE BENEFITS	11
5.3 BINDING DEATH NOMINATIONS.....	12
5.4 NON-LAPSING BINDING NOMINATION.....	13
5.5 ORDER OF PRIORITY	14
5.6 DEALING WITH INSURANCE.....	14
5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT	15
5.8 TYPES OF PENSIONS WHICH MAY BE PAID	16
5.9 ONLY SOME FUNDS MAY PAY DEFINED BENEFIT PENSIONS.....	16
5.10 RESTRICTIONS ON WHEN AND HOW BENEFITS MAY BE PAID.....	17
5.11 OTHER MATTERS AFFECTING PAYMENT OF BENEFITS	19
5.12 RESTRICTIONS WHEN THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY.....	19
6. ROLLOVERS AND TRANSFERS OF BENEFITS	21
6.1 INTO THE FUND.....	21
6.2 OUT OF THE FUND	21
6.3 TRUSTEE'S DUTIES.....	23
6.4 SPLITTING CONTRIBUTIONS	23
7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND	25
8. THE TRUSTEE	26
8.1 APPOINTMENT, RESIGNATION AND REMOVAL	26
8.2 GENERAL TRUSTEE MATTERS.....	27
8.3 COVENANTS, POWERS, AUTHORITIES AND RESTRICTIONS.....	27
8.4 IN-HOUSE ASSETS AND OTHER RESTRICTED INVESTMENTS	31
8.5 RULES APPLY TO OTHERS.....	33

9. ACCOUNTS, AUDIT, RECORDS AND RETURNS	34
9.1 VOLUNTARY CONTRIBUTIONS.....	34
9.2 MEMBER ACCUMULATION ACCOUNTS.....	34
9.3 ACCOUNTS FOR NON-MEMBER SPOUSES	35
9.4 INVESTMENT RESERVE	35
9.5 PENSION RESERVE.....	36
9.6 MISCELLANEOUS RESERVES.....	36
9.7 ALLOCATIONS FROM RESERVES.....	36
9.8 TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS.....	36
9.9 TRUSTEE TO KEEP ACCOUNTING RECORDS	36
9.10 PREPARATION OF ACCOUNTS.....	37
9.11 ACCOUNTS REQUIRED WHERE BENEFITS SOLELY LIFE ASSURANCE	37
9.12 AUDIT OF THE ACCOUNTS	37
9.13 PREPARATION AND LODGEMENT OF RETURNS	37
10. MEETINGS OF TRUSTEES AND MEMBERS.....	39
10.1 TRUSTEES OR DIRECTORS MEETINGS	39
10.2 MEMBERS' MEETINGS.....	40
11. INQUIRIES AND COMPLAINTS.....	41
12. ADMINISTRATIVE MATTERS.....	42
12.1 INTERPRETATION OF THIS DEED	42
12.2 HOW TO DESIGNATE A BENEFICIARY	42
12.3 LIMITS ON RIGHTS OF MEMBERS	42
12.4 RIGHT TO INSPECT	42
12.5 SECRECY.....	42
12.6 RECEIPTS AND PAYMENTS WITH ASSETS.....	43
12.7 MEMBERS TO PROVIDE INFORMATION.....	43
12.8 VARIATION OF TRUSTS OR DEED.....	43
12.9 EFFECT OF CHANGES IN RELEVANT LAW	43
13. WINDING UP THE FUND.....	44
13.1 CONDITIONS FOR TERMINATION.....	44
13.2 STEPS TO TAKE ON WINDING-UP	44
SCHEDULE 1	45
SCHEDULE 2	55
SCHEDULE 3	56

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 this Deed. If any term or expression defined in this Deed 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 this Deed 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 (ALSO SEE SCHEDULE 3)

The terms and expressions defined in the Dictionary:

- (a) will apply to this Deed; and
- (b) will have those meanings when used in this Deed.

1.3 ADDITIONAL DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Deed means this Deed including all of its recitals, clauses, Rules, Schedule 1, Schedule 2, Schedule 3 and Schedule 4 (if included in this Deed);

Dictionary means the dictionary of terms and expressions in Schedule 3;

Rules means these rules contained in this Deed which regulate the Fund and **Rule** means any one of them.

1.4 INTERPRETATION

- (a) In this Deed, 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 this Deed) 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 this Deed;
 - (xiii) Where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Deed, 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 this Deed, 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 Deed;
 - (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 this Deed are used to assist in the reading of this Deed and must be disregarded in the legal interpretation of this Deed.

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 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 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) another individual having such a relationship to the individual or to his or her Spouse or former Spouse because of adoption or remarriage; or
- (iii) the Spouse or former Spouse of the individual, or of an individual referred to in (i) or (ii).

1.6 SOLE PURPOSE

Subject to Section 60 of the Superannuation Industry (Supervision) Act 1993, this Deed 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.

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 this Deed.

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 8.3(k), 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 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.

2.5 RESTRICTIONS IF THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY

(a) Regardless of any other provision in this Deed but subject to Rule 8.3(k), where the Fund acquires Member-contributed WA Property:

- (i) jointly from all of the Members where the Fund has more than one Member; or
- (ii) from a sole Member,

the Fund must not admit any further Members, so long as the Fund still owns the Member-contributed WA Property unless Rule 2.5(b) applies.

(b) Regardless of any other provision in this Deed, where there is more than one Member and the Fund acquires or proposes to acquire Member-contributed WA Property:

- (i) from only some of the Members; or
- (ii) from all of the Members and further Members are admitted to the Fund after the date of that acquisition,

the Trustee must, prior to the acquisition, create a sub-plan under Rule 2.4 for the Member or Members contributing the Member-contributed WA Property and the Member-contributed WA Property must be placed to the credit of that sub-plan which must be maintained separately from the rest of the Fund. The Member-contributed WA Property recorded in the sub-plan created under this Rule must not be transferred or removed from that sub-plan. No Members other than the Member or Members contributing the Member-contributed WA Property may be admitted as Members of the sub-plan.

(c) The property held under Rule 2.5(b) 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 of assets of another Member or Members other than the Members transferring the Member-contributed WA Property to the Fund. No other Member or other person is entitled to obtain or make any claim any interest in the Member-contributed WA Property.

(d) 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.

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, or the Trustee accepts, 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 personal legal 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.

5. BENEFITS AND ENTITLEMENTS

5.1 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 5.2.
- (b) **Benefits before the normal time.** A Member who has attained the age of 55 years but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.2, 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 5.2.
- (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 5.2.
- (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) **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. A person will, unless the Trustee otherwise determines, be entitled to a continuation of the deceased Member's Pension only if the person was the Member's Spouse before the Member retired.
- (h) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.3 or 5.4 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.
- (i) **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 Accumulation Account, subject to the restrictions imposed by Rules 5.8 to 5.11(a); or
 - (iv) have the balance of his or her Accumulation Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.
- (j) **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.
- (k) **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.

5.2 HOW TO CALCULATE BENEFITS

NOTE: While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.7 for details.

- (a) **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 Accumulation Account at the date the Member Retires;
 - (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 balance of the Member's Accumulation 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 balance of the Member's Accumulation 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) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and
 - (vii) any lump sum payment, or total or partial commutation in accordance with Rule 5.7.
- (b) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
- (i) be calculated to produce a nil balance in the Member's Accumulation 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 Accumulation Account is nil.
- (c) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.

- (d) **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 Member's Accumulation Account, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (e) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (f) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the Member's Accumulation Account less:
- (i) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
 - (ii) 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 will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:
- (iii) one or more of the Member's Designated Beneficiaries;
 - (iv) one or more of the Member's Dependants;
 - (v) the Member's legal personal representative,
- unless Rule 5.3 or 5.4 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination.

5.3 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) must be accepted by the Trustee;
 - (v) 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; and
 - (vi) may be revoked by the Member by written notice to the Trustee at any time.
- (b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of any part of the Members Death Benefit to a person or persons named in the notice. If the Trustee receives a Binding Death Nomination, the

Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has lapsed or been revoked by the Member.

- (c) **Information to Member.** Before the Trustee accepts a Binding Death Nomination, the Trustee must give to the Member a statement:
- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;
 - (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;
 - (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
 - (iv) containing all other information required by the Act and Regulations; and
 - (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Members rights under this Rule.

5.4 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) must be considered in a meeting and accepted by the Trustee;
 - (v) will not lapse by the passing of time;
 - (vi) may be revoked by the Member by written notice to the Trustee at any time;
 - (vii) must contain sufficient details to identify the Member;
 - (viii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected;
 - (ix) must contain a table which identifies benefit categories, beneficiary categories and manner of payment of Death Benefits in the format provided in Schedule 2, enabling the Member to select one or more options from the table which, once selected, are binding on the Trustee with respect to that Member's Death Benefit.
- (b) **Member may give.** A Member may at any time give the Trustee a Non-lapsing Binding Nomination directing the payment of any part of the Member's Death Benefit to a person or persons named in the notice. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has been revoked by the Member.
- (c) **Information to Member.** Before the Trustee accepts a Non-lapsing Binding Nomination, the Trustee must give to the Member a statement:
- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;

- (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;
- (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
- (iv) containing all other information required by the Act and Regulations; and
- (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Member's rights under this Rule.

5.5 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 5.2(f).
- (b) **Automatic revocation.** If the Trustee accepts a Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, it will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination accepted by the Trustee.

5.6 DEALING WITH INSURANCE

- (a) **Insurance relating to benefits.** The Trustee may effect 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 to be made under any insurance, 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 5.6(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 Accumulation Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with this Deed.
- (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 this Deed and the Trustee will reduce the Member's Accumulation Account by the amount applied. Any amount remaining plus the balance of the Member's Accumulation Account will be dealt with by the Trustee in its discretion as follows:

- (i) where any amounts have been deducted from the Member's Accumulation 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 this Deed;
- (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.6(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with this Deed; and / or
- (iii) by reallocating any amounts to a reserve to be dealt with as the Trustee sees fit.

5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT

- (a) **How to pay a Pension.** Any Pension payable under this Deed:
 - (i) must conform to Rule 5.8;
 - (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 balance of the Member's Accumulation Account 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 5.7(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 5.7 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.

5.8 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.

5.9 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 5.9.
- (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 Defined Benefit Pensions for the Members.
- (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:
 - A. retires on or after attaining age 55; or
 - B. attains age 65; and

- (iii) a Defined Benefit Pension is 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.

5.10 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 this Deed; or
 - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with this Deed.

- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to this Deed 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:

- (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 this Deed, 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 Restricted Non-preserved Benefits at the relevant time. The form in which Restricted Non-preserved Benefits may be cashed is:

- (i) the form, if any, specified in the Cashing Restriction for Restricted Non-preserved Benefits in relation to the relevant Condition of Release; or
- (ii) 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 this Deed, 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:
- (i) the form, if any, specified in the Cashing Restriction for Preserved Benefits in relation to the relevant Condition of Release; or
 - (ii) 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 in a Regulated Superannuation Fund must be cashed as soon as practicable after a Member dies.
- (f) **Payment of compulsory benefits.** Subject to this Deed 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 5.10(e) is any one or any combination of the following forms:
- (i) a single lump sum;
 - (ii) one or more Pensions; and/or
 - (iii) 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 5.10(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), above, 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 5.10 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.

5.11 OTHER MATTERS AFFECTING PAYMENT OF BENEFITS

(a) **When benefits are suspended or terminated.** Subject to this Deed and to the Act and Regulations, the benefits payable out of the Fund to or in respect of a Beneficiary will be suspended while or terminated if the Beneficiary:

- (i) owing to Legal Disability or for any reason requires care, treatment or control and is, in the Trustee's opinion, incapable of managing himself or herself, or his or her affairs;
- (ii) commits an act of bankruptcy leading to the Beneficiary being declared bankrupt; or
- (iii) either by the Beneficiary's own act, operation of law, order of any court or tribunal, or otherwise, has had or may have their benefits or entitlements vested in or made payable to any other person, company, government or other public authority.

(b) **How suspended benefits are dealt with.** Where a Beneficiary's benefits and entitlements have been suspended or terminated under Rule 5.11(a) and those benefits and entitlements or any part of them are or become payable while the circumstances of the suspension or termination remain current, the Trustee may, in its absolute and unfettered discretion, pay or apply the Beneficiary's benefits or entitlements to:

- (i) the Beneficiary; or
- (ii) 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.

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.

(c) **Some benefits may be re-allocated on request.** Subject to the Act and Regulations, a Member may, by written notice signed by the Member and witnessed by an independent witness, request the Trustee to re-allocate part or all of the Member's benefits and entitlements to one or more other Members or to one or more reserves. The Trustee will give due consideration to any request and will make its decision having regard to the wishes of the Member making the request, and to the best interests of the Members as a whole.

5.12 RESTRICTIONS WHEN THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY

(a) **Member-contributed WA Property subject to different payment rules.** Despite any provision to the contrary in this Deed, where the Fund has Member-contributed WA Property, any provisions in this Deed purporting to enable a beneficial interest to be obtained by any person other than the Member or Members contributing the Member-contributed WA Property do not apply to that Member-contributed WA Property.

(b) **Options for Trustee in relation to Member-contributed WA Property.** Where an event occurs which would normally entitle the Trustee to create a beneficial interest in the Member-contributed WA Property in another person other than the Member or Members contributing the Member-contributed WA Property, the Trustee must deal with the Member-contributed WA Property only in one of the following ways:

- (i) By selling the Member-contributed WA Property and dealing with the proceeds in any manner otherwise acceptable under this Deed and the Relevant Law.

- (ii) By separating the Member-contributed WA Property from all other assets supporting the Member's Accumulation Account and dealing with the Member-contributed WA Property in such a manner that the beneficial interest in that property remains with the Member or Members contributing the Member-contributed WA Property or, if the Member or Members have died, the Member's or Members' estate.
 - (iii) 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 Member or Members contributing the Member-contributed WA Property.
- (c) **Member-contributed WA Property affect by Family Law Act Orders.** Where the Fund has Member-contributed WA Property and an order is made pursuant to the Family Law Act 1975, which order has or is likely to have the effect of someone other than the Member or Members contributing Member-contributed WA Property acquiring a beneficial interest in that property, the Trustee must sell the property as soon as possible and, in any event, prior to another person gaining a beneficial interest in that 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 Accumulation 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 this Deed, 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 rollover 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.** If a person notified under Rule 6.2(b) objects to the roll over or transfer by notice to the Trustee containing reasons, the Trustee must not rollover 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 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.** Unless another provision of this Part applies to a request to rollover or transfer benefits or entitlements, the Trustee must rollover or transfer the amounts within 30 days of receiving such a request containing the information required by Rule 6.2(f).
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the information which must be provided by a Member to a Trustee prior to a request to rollover or transfer benefits or entitlements is processed.
- (g) **Dealing with rollovers or transfers of Illiquid Investments.** If the Fund presently has an Illiquid Investment and before that investment was made, the Trustee informed the Members:
- (i) that the investment was an Illiquid Investment;
 - (ii) that the Regulations allow for longer than 30 days to process requests for rollovers or transfers out where the Fund holds Illiquid Investments;
 - (iii) the maximum period in which the transfer must be effected; and
 - (iv) the Trustee has obtained written confirmation from the Members that they understand and consent to the longer period,
- the Trustee is not obliged to comply with the 30 day period for rolling over or transferring benefits or entitlements out of the Fund.
- (h) **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 rollover 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 Accumulation Account have been deducted; and
- (ii) all income, gains and accretions required to be credited to the Member's Accumulation 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 this Deed. 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 1975.

7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND

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 this Deed.

8. THE TRUSTEE

8.1 APPOINTMENT, RESIGNATION AND REMOVAL

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The sole right and entitlement to appoint one or more Trustees and, where the Trustee is a Constitutional Corporation, to appoint one or more directors of the Trustee may be exercised by the Members, by resolution passed by more than 50% of the Members present at a meeting called for the purpose.
- (c) **Acceptance to be in writing.** The form of acceptance of trusteeship and/or directorship, where the Trustee is a Constitutional Corporation, must be in writing and:
- (i) upon acceptance of a trusteeship, the Trustee, and if a Corporate Trustee, each of its Directors and officers; or
 - (ii) upon acceptance of a directorship, the Director,
- is deemed, as a condition of appointment, to accept and be bound by the terms, conditions, duties and obligations specified in this Deed.
- (d) **Unwritten acceptance not invalid.** The acceptance and appointment to the office of Trustee and, where the Trustee is a Constitutional Corporation, of a director of the Trustee, will not be invalidated because it is not in writing, but any acceptance of the appointment in a form other than in accordance with Rule 8.1(c) will be deemed to be on the same terms and conditions as set out in that Rule.
- (e) **New Trustees or directors to sign declaration of understanding.** Where a person becomes a Trustee or a Director of a Corporate Trustee of a SMSF after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand their duties as a trustee of a SMSF. This declaration must be signed within 21 days of their appointment and retained for either 10 years or the period that they hold office, whichever is the longer.
- (f) **How the Trustee may resign.** A Trustee may resign from the office of Trustee at any time, by giving 1 month's notice in writing to the Members.
- (g) **How the Trustee may be dismissed.** A Trustee may be dismissed from the office of Trustee at any time, by written notice given by any Member, after a resolution to dismiss the Trustee, passed by a majority of the Members, at a meeting called for that purpose.
- (h) **Removal of the Trustee in other circumstances.** A Trustee ceases to be a Trustee upon the happening of any of the following events:
- (i) Subject to (h) below, where a 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. has any floating security become fixed in respect of the whole or part of the Trustee's assets; or
 - G. becomes a Disqualified Person.
- (ii) Where a Trustee, being a corporation:
- A. has an application made, resolution passed or an order made for its liquidation or winding up (except for the purposes of amalgamation or reconstruction);
 - 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.
- (i) **Trustee/Member dies or becomes Legally Disabled.** Where the Fund is an SMSF and a person who is a Trustee and a Member dies or becomes Legally Disabled, the Member's legal personal representative will become a Trustee during the period:
- (i) where the Member dies, beginning at the date of the Member's death and ending when death benefits first commence to be paid in respect of the Member; or
 - (ii) where the Member becomes Legally Disabled, 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 in other circumstances allowed or required by this Deed or the Relevant Law.

8.2 GENERAL TRUSTEE MATTERS

The 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.** By accepting the appointment to the office of Trustee, the 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 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; and
 - (iv) the ability of the Fund or sub-plan (as the case may be) to discharge its existing and prospective liabilities.
- (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 52(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 Trust Fund as it could do if it were the beneficial owner of the Trust 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) subject to Rule (k) and to the other provisions of this Deed and the Act and Regulations to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
 - (ii) to purchase, acquire, hold, rent, lease, license, sell or otherwise dispose of investments in any property, rights or privileges which the Trustee is authorised by law to acquire or dispose of, on terms and conditions as the Trustee decides.
 - (iii) to appoint and/or remove or suspend, the Fund's Auditor, or any accountants, 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.
 - (iv) to appoint any person (other than a Trustee) 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;
 - (v) 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.
 - (vi) 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.
 - (vii) 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.
 - (viii) to borrow moneys, incur liabilities or pledge the assets of the Fund as security, but only to the extent allowed or allowable in accordance with the Act and Regulations.

- (ix) 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 this Deed.
 - (x) to revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries in a manner consistent with the terms of this Deed.
 - (xi) to determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
 - (xii) to pay benefits and entitlements out of the Fund to persons entitled to them.
 - (xiii) to decide, as and when required, who are Dependants for the purposes of this Deed.
 - (xiv) 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 this Deed or otherwise for the purposes of the Fund.
 - (xv) 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 this Deed and to the consent of affected Members.
 - (xvi) 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.
 - (xvii) 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 itself, is a trustee of that trust.
 - (xviii) generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any Trustee or any 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 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 this Deed but subject to the Relevant Law, the Trustee may delegate 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 this Deed. Those persons 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 not bound or deemed to be a bound by this Deed; or
 - (v) breach of duty or of trust, or any neglect or otherwise.
- (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) **Exception to indemnity.** The indemnity contained in Rule 8.3(h) does not apply to any expense, damage or liability which arises from or as a result of:
- (i) a breach of trust if the Trustee:
 - 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) a liability for a monetary penalty under a Civil Penalty Provision.
- (k) **Instalment Warrants.** The Trustee has the power to borrow money under arrangements of the kind contemplated by Section 67(4A) 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 the Trustee's powers under Section 67(4A) 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 8.3(k).
- (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 RULES APPLY TO OTHERS

All of the rules and restrictions contained in this Deed 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' Accumulation Accounts, in the proportions determined by the Trustee within 28 days after their receipt.
- (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 Accumulation Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

9.2 MEMBER ACCUMULATION ACCOUNTS

The Trustee must establish and keep, in respect of each new Member, an Accumulation Account, 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 Accumulation 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 this Deed;
- (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 Accumulation 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; and
- (f) 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 Accumulation Account;
- (g) 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,

and against which must be deducted:

- (h) 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 Accumulation Account; and
- (i) any overpayments of Government Co-contribution which the Fund is required to repay;
- (j) 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;
- (k) 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,

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 Accumulation 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 Accumulation Account for a Non-member Spouse;
 - (ii) split the amount standing to the credit of a Member's Accumulation 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 Accumulation Accounts or, where the reserve relates to a sub-plan, to the Accumulation 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 Accumulation 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 Accumulation Account or other reserves, in a fair, reasonable and consistent manner.

9.6 MISCELLANEOUS RESERVES

Subject to the Act and Regulations, the Trustee may, in its discretion, establish a miscellaneous reserve in respect of amounts not presently allocated to Members' Accumulation 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 Accumulation 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' Accumulation 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' Accumulation Accounts.

9.8 TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS

In addition to maintaining details of the value of Accumulation 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) an operating statement of the Fund; and
- (c) other accounts and statements as the Act and Regulations specify,
- (d) and, where practicable, the Trustee will 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 1 month's 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.
- (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:
- (i) one, in the case of a single individual trustee or sole Director of a Corporate Trustee; or
 - (ii) two or half of the total number of Trustees or Directors, whichever is greater, in all other cases.
- (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 the following form:

"I,, being a Trustee / Director of the Trustee, of.....Superannuation Fund, authorise, who presents this document to the meeting, to act as my proxy for the purposes of the Trustees' / Directors' meeting to be held on / / . Signed, dated / / "
 - (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 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 1 month's 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.

- (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 this Deed 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 the following form:

"I,, being a Member of the
 Superannuation Fund, authorise, who presents this
 document to the meeting, to act as my proxy for the purposes of the Members'
 meeting to be held on / / .
 Signed....., dated / / ".
 - (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.

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. Each party, or the representatives of each party, will be allowed approximately equal time to present the reasons for and to propose resolutions to their grievances.
- (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 THIS DEED

Except as otherwise expressly provided, the interpretation and application of this Deed 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 the following form, or in any other form which the Trustee may approve:

"I,.....of..... 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 persons, in the following proportions:

Name of	Address	Relationship	Proportion
Designated		to Member	of Benefits
Beneficiary			

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

Signed....."

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 this Deed.

12.4 RIGHT TO INSPECT

Every Member has the right to inspect a copy of this Deed, 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 5.8 and to the Act and Regulations, where:

- (a) any benefits or entitlements of Members are payable, transferable or receivable by or to the Fund; or
 - (b) any liabilities incurred by or on behalf of the Fund are required to be satisfied; or
 - (c) any assets are owing to or are to be acquired by the Fund,
- the Trustee may, with the agreement of the other party, in lieu of money, and at its discretion, make or receive settlement of the amounts concerned by:

- (a) transferring assets of the Fund to; or
 - (b) receiving a transfer of assets from,
- another person, at the assets' 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 this Deed.

12.8 VARIATION OF TRUSTS OR DEED

The Trustee may at any time amend, revoke, replace or modify all or any of the provisions of this Deed 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 or 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;
- (d) be contrary to or inconsistent with the Act and Regulations; or
- (e) invalidate or alter the terms of any Non-lapsing Binding Nomination given by one or more Members, unless the Relevant Law has changed in a manner which would invalidate or alter the terms of any Non-lapsing Binding Nominations and, in that case, the amendment, revocation or modification to the Deed is no greater than the change necessitated by the Relevant Law.

12.9 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 this Deed and the Relevant Law, the Relevant Law will prevail.

13. WINDING UP THE FUND

13.1 CONDITIONS FOR TERMINATION

The trusts created by this Deed 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.

SCHEDULE 1**Description of Pensions****Rule 5.8****PART 1****MINIMUM ONLY PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), including the following requirements:

- (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) 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:-

$$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (d) 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;
- (e) 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;
- (f) 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:
- A. is less than 18 years of age; or
 - B. is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - C. 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 C, above, such a Pension must cease no later than the Child attaining 25 years of age;

- (g) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (h) 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 2**TRANSITION TO RETIREMENT PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), including the following requirements:

- (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
6	90 – 94	11
7	95 or more	14

- (c) 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:-

$$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$

- (d) 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:-

$$\text{Account Balance} \times 10\%$$

- (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:
- A. is less than 18 years of age; or
 - B. is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
 - C. 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 C, 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, 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';
- (j) 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 3

ALLOCATED PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(4) including the following requirements:

- (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) including the following requirements:

- (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 Accumulation Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Accumulation 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) including the following requirements:

- (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 5.6(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) including the following requirements:

- (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 a 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) A Pension which meets the minimum terms and conditions contained in Regulation 1.06(6) including the following requirements:
- (b) 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;
- (c) 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;

- (d) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (e) the size of the payments of benefit in a year is fixed, allowing for variation only as specified in this Deed or as advised by or to allow payments to be made under a Splitting Order;
- (f) 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;
- (g) payments in accordance with the contracted size are made at least annually; and
- (h) 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) including the following requirements:

- (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.

SCHEDULE 2

Table for Non-lapsing Binding Nomination

Rule 5.4(a)

TO MY	AS A <small>(Options are: Pension or Lump Sum, except for non-dependant children, where option is Lump Sum only)</small>	ORDER OF PRIORITY*
Spouse		
Dependant Children		
Non-Dependant Children		
Estate		

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” (e.g. 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. If no options are selected, or if all selected options are invalid, the Death Benefit will be paid out as a lump sum to the Default Beneficiary.

This non-lapsing, binding death benefit nomination is made by me,
[Insert name of Member] on the day of,

.....
[Signature of Member]

We, the undersigned, certify that we witnessed the above-named person sign this document:

.....
[Signature of Witness 1]

.....
[Signature of Witness 2]

.....
[Full Name of Witness 1]

.....
[Full Name of Witness 2]

NOTE: This table is only part of the nomination process. Simply completing this table will not result in a legally binding nomination – see Rule 5.4(a) for details.

SCHEDULE 3

Dictionary

Many of the terms you will encounter in this Deed are specifically defined in the Superannuation Industry (Supervision) Act 1993 (Cwth) 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 this Deed. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to this Deed 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 this Deed 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 this Deed which are not defined in this Deed have the meanings given to them by the Act or the Regulations as the case requires.

PART 2

DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

Accumulation Account means an account established and maintained under Rule 9.2;

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 5.6(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**

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; **section 10**

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 5.6(b)(i);

Binding Death Nomination means a nomination which complies with Rule 5.3(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 includes an Adopted Child, a step-child or an ex-nuptial child; **section 10**

Civil Penalty Provision has the meaning in section 193 of the Act;

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**

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 5.2(e);

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;

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.

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 this Deed;

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 means the 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 rollover 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;
and includes:
- (c) 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
- (d) 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
- (e) 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 this Deed 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**

Member-contributed WA Property means property to which the Stamp Act 1921 (Western Australia) or the Duties Act 2008 (Western Australia) applies, which is transferred (for consideration or otherwise) into the Fund by a Member or Members as a contribution by that Member or Members on their own behalf, which property was owned by the Member or Members prior to its contribution so that following the transfer no person other than the Member or Members contributing the Member-contributed WA Property will hold a beneficial interest in that property as contemplated by the Stamp Act 1921 (Western Australia) or the Duties Act 2008 (Western Australia), but does not include publicly-listed securities;

Membership Application means an application to be admitted as a Member in a form which the Trustee approves;

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 5.4(a);

Non-commutable Income Stream means a benefit that:

- (a) cannot be commuted;
- (b) is paid at least monthly;
- (c) does not have a residual capital value; and
- (d) 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-member Spouse means a person who is the non-member spouse in relation to a Payment Split; **Reg 1.03**

Normal Retirement Benefit means a benefit payable under Rule 5.2(a);

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**

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 VIII B 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;

Preserved Benefits means the total of all benefits and entitlements standing to the credit of the Member's Accumulation 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 in relation to a natural person, means (except in Rule 1.5):

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or Adopted Child of that person or of his or her spouse;
- (b) the spouse of that person or of any other person specified in (a);

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;

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 VIII B of the Family Law Act 1975;

Spouse includes a person who lives with another person on a bona fide domestic basis in a relationship of husband and wife, even though not legally married to that person. **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**

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 5.2(e);

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 12 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 5.2(c);

Total and Temporary Disablement Benefit means a benefit payable under Rule 5.2(d);

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

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

SCHEDULE 4

DATE OF DEED: 28/11/08

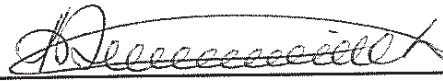
TRUSTEES: KAN INVEST PTY LTD
ACN 134 400 481

NAME OF FUND: WE CAN DO BETTER SUPERANNUATION FUND

INCEPTION DATE: 28/11/08

Client REF: 4967

EXECUTED AS A DEED by KAN INVEST)
PTY LTD ACN 134 400 481 as Trustee)
pursuant to the *Corporations Act 2001 (Cth)*:)



) KAREN ELIZABETH SMITH
) Director



) ALLAN CHARLES SMITH
) Director

Client REF: 4967

**DEED OF AMENDMENT OF
WE CAN DO BETTER
SUPERANNUATION FUND**

Drawn by:

redchip lawyers
Level 1 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
Ph: (07) 3852 5055
Fax: (07) 3852 2559
Email: redchip@redchip.com.au

Solicitors for:-

Australian Company Incorporation Services Pty. Ltd.
Level 1 'The Portal'
1 Breakfast Creek Road
Newstead Qld 4006
FREECALL: 1800 773 477
FREEFAX: 1800 655 556
acis@acis.net.au

THIS DEED is made on the Deed Date.

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

RECITALS

- A. The Fund was established by the execution of the Trust Deed on the Establishment Date.
- B. The Trustee is the current trustee of the Fund.
- C. Each Member is a member of the Fund.
- D. The parties wish to amend the Governing Rules in accordance with the Amendment Clause.
- E. The parties wish to record the amendment in accordance with the terms of the Trust Deed and have entered into this Deed accordingly.

OPERATIVE PART:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

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

Act means the Superannuation Industry (Supervision) Act 1993;

Amendment Clause means the clause or provision of the Trust Deed which authorises the amendment of the Trust Deed and which is listed in Item 5 in the Schedule;

Deed Date means the date of this Deed specified in Item 1 in the Schedule;

Establishment Date means the date on which the Fund commenced or was established which is listed in Item 4 in the Schedule;

Fund means the superannuation fund described in Item 3 in the Schedule;

Governing Rules means the governing rules for the Fund as they are amended or varied from time to time;

Trust Deed means the deed establishing the Fund, as amended, varied, novated or supplemented from time to time and includes all documents or instruments made prior to the Deed Date and effecting such amendments.

1.2 Interpretation

- (a) Each party to this Deed will be referred to in this Deed by the description against their name in Item 2 in the Schedule.

(b) In the interpretation of this Deed, 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) a **person** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, associations, partnerships, government authorities, and other legal entities and includes 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 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 are to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (ix) an **agreement** or **document** (including the Trust Deed and this Deed) mean that agreement or document as amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;
- (x) a **party** include that party's executors, administrators, substitutes, successors and assigns;
- (xi) **clauses** or **schedules** are references to the clauses or schedules of this Deed.

(c) The following rules apply unless the context or subject matter require otherwise:

- (i) **headings** are used for convenience only and will be disregarded in the interpretation of this Deed;
- (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
- (iii) if a word or phrase is given a **defined meaning in the Trust Deed**, that word or phrase will have the same meaning in this Deed unless another meaning is given in this Deed.

2. AMENDMENT OF TRUST DEED

In accordance with the Amendment Clause, the terms of the Trust Deed are amended by deleting all of the operative Governing Rules and inserting the new Governing Rules contained in Rule 1 to Schedule 3 inclusive which are annexed to this Deed.

3. MISCELLANEOUS

The parties confirm that the Trust Deed, other than to the extent that it has been amended or varied in accordance with this Deed remains in full force and effect.

4. SECRETARIAL

The parties will promptly do all acts, matters and things necessary to give effect to the provisions of this Deed.

5. LIMIT ON AMENDMENTS

Regardless of anything contained in this Deed to the contrary, this Deed does not and will not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members;
- (c) alter the rights and benefits of existing Members in a manner such that, on the whole, equity between Members is not maintained; or
- (d) offend the provisions of any relevant Act or Regulation as they exist, from time to time, or any amendment or variation of any relevant Act or Regulation made after the Deed Date.

6. SEVERANCE

This Deed will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable or not permitted or required by the Act or results in a re-settlement of the Fund:

- (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 the circumstances to give it a valid operation;
- (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 this Agreement will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability; or
- (c) that provision will, be read down or severed to the extent that it may be necessary to ensure that it does not result in a re-settlement of the Fund.

SCHEDULE

Item 1 Deed Date:

2 14 /2014

Item 2 Trustee:

KAN INVEST PTY LTD
ACN 134 400 481
14 EBONY CLOSE
CALLIOPE QLD 4680

Member:

KAREN ELIZABETH SMITH
ALLAN CHARLES SMITH

Item 3 Fund:

WE CAN DO BETTER SUPERANNUATION FUND
established by the Trust Deed on the Establishment
Date.

Item 4 Establishment Date:

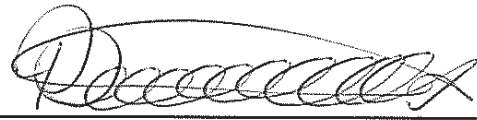
28/11/2008

Item 5 Amendment Clause:

RULE 12.8

Executed as a Deed.

EXECUTED AS A DEED by KAN INVEST)
PTY LTD ACN 134 400 481 as Trustee.)

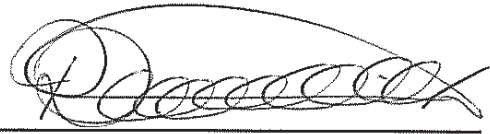


) KAREN ELIZABETH SMITH
) Director
)
)



) ALLAN CHARLES SMITH
) Director

SIGNED, SEALED AND DELIVERED by)
KAREN ELIZABETH SMITH as a party to)
this Deed and in each capacity listed for)
him/her in Item 2 in the Schedule in the)
presence of:)




KAREN ELIZABETH SMITH

Witness: 
Name (printed): *Mark Price*

SIGNED, SEALED AND DELIVERED by)
ALLAN CHARLES SMITH as a party to this)
Deed and in each capacity listed for him/her)
in Item 2 in the Schedule in the presence of:)



ALLAN CHARLES SMITH

Witness: 
Name (printed): *Mark Price*

Client REF: 4967

TABLE OF CONTENTS

1. INTERPRETATION PROVISIONS	1
1.1 TERMS DEFINED IN THE ACT.....	1
1.2 DICTIONARY (ALSO SEE SCHEDULE 3).....	1
1.3 ADDITIONAL DEFINITIONS.....	1
1.4 INTERPRETATION.....	1
1.5 RULES FOR SELF MANAGED SUPERANNUATION FUNDS.....	2
1.6 SOLE PURPOSE.....	4
2. MEMBERSHIP	5
2.1 WHO MAY APPLY.....	5
2.2 BECOMING A MEMBER.....	5
2.3 SOME EX-SPOUSES TREATED AS MEMBERS.....	5
2.4 CEASING TO BE A MEMBER.....	5
2.5 CATEGORIES AND SUB-PLANS.....	5
2.6 RESTRICTIONS FOR MEMBER-CONTRIBUTED WA PROPERTY.....	6
2.7 RESTRICTIONS FOR MEMBER-CONTRIBUTED NSW PROPERTY.....	6
3. INFORMATION WHICH TRUSTEE MUST GIVE.....	7
3.1 PRODUCT DISCLOSURE STATEMENTS.....	7
3.2 CIRCUMSTANCES REQUIRING INFORMATION.....	7
3.3 HOW TO PROVIDE INFORMATION.....	8
3.4 INFORMATION ON DEATH OF MEMBER.....	8
3.5 INFORMATION PURSUANT TO FAMILY LAW ACT ORDERS.....	8
4. CONTRIBUTIONS.....	9
4.1 WHO MAY MAKE CONTRIBUTIONS.....	9
4.2 SUBJECT TO RELEVANT LAW.....	9
4.3 GOVERNMENT CO-CONTRIBUTION.....	9
4.4 SPLITTABLE CONTRIBUTIONS.....	9
5. BENEFITS AND ENTITLEMENTS	10
5.1 BENEFITS A MEMBER MAY RECEIVE.....	10
5.2 HOW TO CALCULATE BENEFITS.....	11
5.3 BINDING DEATH NOMINATIONS.....	12
5.4 NON-LAPSING BINDING NOMINATION.....	13
5.5 ORDER OF PRIORITY.....	14
5.6 DEALING WITH INSURANCE.....	14
5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT.....	15
5.8 TYPES OF PENSIONS WHICH MAY BE PAID.....	16
5.9 ONLY SOME FUNDS MAY PAY DEFINED BENEFIT PENSIONS.....	16
5.10 RESTRICTIONS ON WHEN AND HOW BENEFITS MAY BE PAID.....	17
5.11 MEMBER-CONTRIBUTED PROPERTY.....	19
6. ROLLOVERS AND TRANSFERS OF BENEFITS.....	20
6.1 INTO THE FUND.....	20
6.2 OUT OF THE FUND.....	20
6.3 TRUSTEE'S DUTIES.....	21
6.4 SPLITTING CONTRIBUTIONS.....	22
7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND.....	24
8. THE TRUSTEE.....	25
8.1 APPOINTMENT, RESIGNATION AND REMOVAL.....	25
8.2 GENERAL TRUSTEE MATTERS.....	26
8.3 COVENANTS, POWERS, AUTHORITIES AND RESTRICTIONS.....	26
8.4 IN-HOUSE ASSETS AND OTHER RESTRICTED INVESTMENTS.....	31
8.5 RULES APPLY TO OTHERS.....	32
9. ACCOUNTS, AUDIT, RECORDS AND RETURNS	33
9.1 VOLUNTARY CONTRIBUTIONS.....	33
9.2 MEMBER ACCUMULATION ACCOUNTS.....	33

9.3	ACCOUNTS FOR NON-MEMBER SPOUSES.....	34
9.4	INVESTMENT RESERVE.....	34
9.5	PENSION RESERVE.....	34
9.6	OTHER RESERVES.....	35
9.7	ALLOCATIONS FROM RESERVES.....	35
9.8	TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS.....	35
9.9	TRUSTEE TO KEEP ACCOUNTING RECORDS.....	35
9.10	PREPARATION OF ACCOUNTS.....	35
9.11	ACCOUNTS REQUIRED WHERE BENEFITS SOLELY LIFE ASSURANCE.....	36
9.12	AUDIT OF THE ACCOUNTS.....	36
9.13	PREPARATION AND LODGEMENT OF RETURNS.....	36
10.	MEETINGS OF TRUSTEES AND MEMBERS	37
10.1	TRUSTEES OR DIRECTORS MEETINGS.....	37
10.2	MEMBERS' MEETINGS.....	38
11.	INQUIRIES AND COMPLAINTS	39
12.	ADMINISTRATIVE MATTERS	40
12.1	INTERPRETATION OF THIS DEED.....	40
12.2	HOW TO DESIGNATE A BENEFICIARY.....	40
12.3	LIMITS ON RIGHTS OF MEMBERS.....	40
12.4	RIGHT TO INSPECT.....	40
12.5	SECREC Y.....	40
12.6	RECEIPTS AND PAYMENTS WITH ASSETS.....	40
12.7	MEMBERS TO PROVIDE INFORMATION.....	41
12.8	VARIATION OF TRUSTS OR DEED.....	41
12.9	EFFECT OF CHANGES IN RELEVANT LAW.....	41
13.	WINDING UP THE FUND.....	42
13.1	CONDITIONS FOR TERMINATION.....	42
13.2	STEPS TO TAKE ON WINDING-UP.....	42
14.	UK PENSION PROVISIONS - QROPS	43
14.1	APPLICATION FOR QROPS STATUS.....	43
14.2	TRANSFERS FROM UK PENSION SCHEMES.....	43
14.3	RESTRICTIONS ON BENEFITS PAYABLE.....	43
14.4	TRANSFERS TO OTHER REGULATED SUPERANNUATION FUND.....	43
14.5	LIMITATION ON AMENDMENTS TO THIS RULE.....	43
14.6	SUPPLEMENTARY DEFINITION FOR THIS RULE.....	43
SCHEDULE 1	44
SCHEDULE 2	54
SCHEDULE 3	55

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 this Deed. If any term or expression defined in this Deed 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 this Deed 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 (ALSO SEE SCHEDULE 3)

The terms and expressions defined in the Dictionary:

- (a) will apply to this Deed; and
- (b) will have those meanings when used in this Deed.

1.3 ADDITIONAL DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Deed means this Deed including all of its recitals, clauses, Rules, Schedule 1, Schedule 2, Schedule 3 and Schedule 4 (if included in this Deed);

Dictionary means the dictionary of terms and expressions in Schedule 3;

Rules means these rules contained in this Deed which regulate the Fund and **Rule** means any one of them.

1.4 INTERPRETATION

- (a) In this Deed, 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 this Deed) 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 this Deed;
 - (xiii) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Deed, 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 this Deed, 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 Deed;
 - (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 this Deed are used to assist in the reading of this Deed and must be disregarded in the legal interpretation of this Deed.

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 this Deed, 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, this Deed 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.

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 this Deed.

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:

- (a) if the person dies;
- (b) when all of the persons benefits as a Member have been paid;
- (c) when benefits payable to or for the person as a Member cease to be payable;
- (d) when the entire balance of the person's Accumulation Account is rolled out of the Fund;
- (e) if the person's Accumulation Account has a balance of nil and the Trustee or Members having Accumulation Account balances of more than 50% of the total of the balances of all Accumulation Accounts resolve 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 RESTRICTIONS FOR MEMBER-CONTRIBUTED WA PROPERTY

Regardless of any other provision in this Deed, but subject to Rule 5.11, 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.

2.7 RESTRICTIONS FOR MEMBER-CONTRIBUTED NSW PROPERTY

Regardless of any other provision in this Deed, but subject to Rule 5.11, 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, or the Trustee accepts, 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 personal legal 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.

5. BENEFITS AND ENTITLEMENTS

5.1 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 5.2.
- (b) **Benefits before the normal time.** A Member who has attained the age of 55 years but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.2, 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 5.2.
- (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 5.2.
- (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) **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. A person will, unless the Trustee otherwise determines, be entitled to a continuation of the deceased Member's Pension only if the person was the Member's Spouse before the Member retired.
- (h) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.3 or 5.4 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.
- (i) **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 Accumulation Account, subject to the restrictions imposed by Rules 5.8 to 5.10; or

- (iv) have the balance of his or her Accumulation Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.
- (j) **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.
- (k) **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.

5.2 HOW TO CALCULATE BENEFITS

NOTE: While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.7 for details.

- (a) **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 Accumulation Account at the date the Member Retires;
 - (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 balance of the Member's Accumulation 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 balance of the Member's Accumulation 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) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and
 - (vii) any lump sum payment, or total or partial commutation in accordance with Rule 5.7.
- (b) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
 - (i) be calculated to produce a nil balance in the Member's Accumulation 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 Accumulation Account is nil.
- (c) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (d) **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 Member's Accumulation Account, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.

- (e) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.
- (f) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the Member's Accumulation Account less:
 - (i) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
 - (ii) 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 will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:
 - (iii) one or more of the Member's Designated Beneficiaries;
 - (iv) one or more of the Member's Dependants;
 - (v) the Member's legal personal representative,
 unless Rule 5.3 or 5.4 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination.

5.3 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) must be accepted by the Trustee;
 - (v) 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; and
 - (vi) may be revoked by the Member by written notice to the Trustee at any time.
- (b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of any part of the Member's Death Benefit to a person or persons named in the notice. If the Trustee receives a Binding Death Nomination, the Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has lapsed or been revoked by the Member.
- (c) **Information to Member.** Before the Trustee accepts a Binding Death Nomination, the Trustee must give to the Member a statement:

- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;
- (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;
- (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
- (iv) containing all other information required by the Act and Regulations; and
- (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Member's rights under this Rule.

5.4 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 by the witnesses stating that the notice was signed by the Member in their presence;
- (iv) must be considered in a meeting and accepted by the Trustee;
- (v) will not lapse by the passing of time;
- (vi) may be revoked by the Member by written notice to the Trustee at any time;
- (vii) must contain sufficient details to identify the Member;
- (viii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected;
- (ix) must contain a table which identifies benefit categories, beneficiary categories and manner of payment of Death Benefits in the format provided in Schedule 2, enabling the Member to select one or more options or percentages from the table which, once selected, are binding on the Trustee with respect to that Member's Death Benefit.

(b) **Trustee May Accept Alternative.** The Trustee may accept a Non-lapsing Binding Nomination in a format other than that provided in Schedule 2, so long as it complies with the other provisions of this Rule 5.4, apart from Rule 5.4(a)(ix).

(c) **Member may give.** A Member may at any time give the Trustee a Non-lapsing Binding Nomination directing the payment of any part of the Member's Death Benefit to a person or persons named in the notice. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has been revoked by the Member.

(d) **Information to Member.** Before the Trustee accepts a Non-lapsing Binding Nomination, the Trustee must give to the Member a statement:

- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;
- (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;

- (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
- (iv) containing all other information required by the Act and Regulations; and
- (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Member's rights under this Rule.

5.5 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 5.2(f).
- (b) **Automatic revocation.** If the Trustee accepts a Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, it will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination accepted by the Trustee.

5.6 DEALING WITH INSURANCE

- (a) **Insurance relating to benefits.** The Trustee may effect 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 to be made under any insurance, 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 5.6(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 Accumulation Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with this Deed.
- (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 this Deed and the Trustee will reduce the Member's Accumulation 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 Accumulation 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 this Deed;
 - (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.6(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with this Deed;

- (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.

5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT

(a) **How to pay a Pension.** Any Pension payable under this Deed:

- (i) must conform to Rule 5.8;
- (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 balance of the Member's Accumulation Account 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 5.7(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 Dependents; or
- (iii) to a trust established for the benefit of the Beneficiary or the Beneficiary's Dependents.

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 5.7 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.

5.8 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.

5.9 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 5.9.
- (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 Defined Benefit Pensions for the Members.
- (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. retires on or after attaining age 55; or

- B. attains age 65; and
- (iii) a Defined Benefit Pension is 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.

5.10 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 this Deed; or
 - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with this Deed.

- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to this Deed 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:

- (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 this Deed, 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 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 this Deed, 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 in a Regulated Superannuation Fund must be cashed as soon as practicable after a Member dies.
- (f) **Payment of compulsory benefits.** Subject to this Deed 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 5.10(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 5.10(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), above, 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 5.10 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.

5.11 MEMBER-CONTRIBUTED PROPERTY

- (a) **Member-contributed Property subject to different payment rules.** Despite any provision to the contrary in this Deed, where the Fund holds Member-contributed WA Property or Member-contributed NSW Property, any provisions in this Deed 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 Accumulation 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 Accumulation 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 this Deed, 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.** 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.** 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 30 days of receiving such a request containing the information required by Rule 6.2(f).
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the information which must be provided by a Member to a Trustee prior to a request to roll over or transfer benefits or entitlements is processed.
- (g) **Dealing with rollovers or transfers of Illiquid Investments.** If the Fund presently has an Illiquid Investment and before that investment was made, the Trustee informed the Members:
- (i) that the investment was an Illiquid Investment;
 - (ii) that the Regulations allow for longer than 30 days to process requests for rollovers or transfers out where the Fund holds Illiquid Investments;
 - (iii) the maximum period in which the transfer must be effected; and
 - (iv) the Trustee has obtained written confirmation from the Members that they understand and consent to the longer period,
- the Trustee is not obliged to comply with the 30 day period for rolling over or transferring benefits or entitlements out of the Fund.
- (h) **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 Accumulation Account have been deducted; and
 - (ii) all income, gains and accretions required to be credited to the Member's Accumulation 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 this Deed. 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 1975.

7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND

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 this Deed.

8. THE TRUSTEE

8.1 APPOINTMENT, RESIGNATION AND REMOVAL

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The sole right and entitlement to appoint one or more Trustees may be exercised by the Members, by resolution passed by more than 50% of the Members present at a meeting called for the purpose or by circular resolution signed by all of the Members.
- (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 is deemed, as a condition of appointment, to accept and be bound by the terms, conditions, duties and obligations specified in this Deed.
- (d) **Unwritten acceptance not invalid.** The consent and appointment referred to in Rule 8.1(c) will not be invalidated because it is not in writing, but if in a form other than in accordance with Rule 8.1(c) will be deemed to be on the same terms and conditions as set out in that Rule.
- (e) **New Trustees or directors to sign declaration of understanding.** Where a person becomes a Trustee or a Director of a Corporate Trustee of an SMSF after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand the duties of a trustee of an SMSF. This declaration must be signed within 21 days of their appointment and retained for either 10 years or the period that they hold office, whichever is the longer.
- (f) **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.
- (g) **How the Trustee may be dismissed.** A Trustee may be dismissed from the office of Trustee at any time, by written notice given by any Member, after a resolution to dismiss the Trustee, passed by a majority of the Members, at a meeting called for that purpose or by circular resolution signed by all of the Members.
- (h) **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. has any floating security become fixed in respect of the whole or part of the Trustee's assets; or
 - G. 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 (except for the purposes of amalgamation or reconstruction);

- 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.
- (i) **Member dies or becomes Legally Disabled.** If the Fund is an SMSF and 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,
- 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.
- (j) **Trustee discharged.** When a Trustee has been removed or has resigned in accordance with this Deed:
- (i) that Trustee will be discharged from the trusts in this Deed 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 GENERAL TRUSTEE MATTERS

The 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.** By accepting the appointment to the office of Trustee, the 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 52(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) Subject to the other provisions of this Deed and the Act and Regulations to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
 - (ii) 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.
 - (iii) To carry on a business, to the extent that it is allowable under the Relevant Law, from time to time.
 - (iv) To appoint and/or remove or suspend, the Fund's Auditor, or any accountants, 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.
 - (v) To appoint any person (other than a Trustee) 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.
 - (vi) 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.
 - (vii) 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.

- (viii) 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.
- (ix) To borrow moneys, incur liabilities or pledge 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.
- (x) 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 this Deed.
- (xi) To revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries in a manner consistent with the terms of this Deed.
- (xii) To determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
- (xiii) To pay benefits and entitlements out of the Fund to persons entitled to them.
- (xiv) To decide, as and when required, who are Dependants for the purposes of this Deed.
- (xv) 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 this Deed or otherwise for the purposes of the Fund.
- (xvi) 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 this Deed and to the consent of affected Members.
- (xvii) 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.
- (xviii) 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 itself, is a trustee of that trust.
- (xix) Generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise by law conferred 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 this Deed 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 this Deed 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.** 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 the Trustee's powers under 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 RULES APPLY TO OTHERS

All of the rules and restrictions contained in this Deed 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' Accumulation Accounts, in the proportions determined by the Trustee within 28 days after their receipt, 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 Accumulation Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

9.2 MEMBER ACCUMULATION ACCOUNTS

The Trustee must establish and keep, in respect of each new Member, an Accumulation Account, 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 Accumulation 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 this Deed;
- (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 Accumulation 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; and
- (f) 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 Accumulation Account;
- (g) 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,

and against which must be deducted:

- (h) 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 Accumulation Account; and
- (i) any overpayments of Government Co-contribution which the Fund is required to repay;

- (j) 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;
- (k) 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,

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 Accumulation 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 Accumulation Account for a Non-member Spouse;
 - (ii) split the amount standing to the credit of a Member's Accumulation 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 Accumulation Accounts or, where the reserve relates to a sub-plan, to the Accumulation 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 Accumulation 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 Accumulation 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' Accumulation 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 Accumulation 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' Accumulation 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' Accumulation Accounts.

9.8 TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS

In addition to maintaining details of the value of Accumulation 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 1 month's 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.
- (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:
- (i) one, in the case of a single individual trustee or sole Director of a Corporate Trustee; or
 - (ii) two or half of the total number of Trustees or Directors, whichever is greater, in all other cases.
- (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 the following form:

"I,, being a Trustee / Director of the Trustee, of.....Superannuation Fund, authorise, who presents this document to the meeting, to act as my proxy for the purposes of the Trustees' / Directors' meeting to be held on / / . Signed, dated / / "
 - (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 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 1 month's 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.
- (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 this Deed 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 the following form:

"I,, being a Member of the
Superannuation Fund, authorise, who presents this
document to the meeting, to act as my proxy for the purposes of the Members'
meeting to be held on / / .
Signed....., dated / / ".
 - (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.

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. Each party, or the representatives of each party, will be allowed approximately equal time to present the reasons for and to propose resolutions to their grievances.
- (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 THIS DEED

Except as otherwise expressly provided, the interpretation and application of this Deed 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 the following form, or in any other form which the Trustee may approve:

"I,.....of..... 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 persons, in the following proportions:

Name of Designated Beneficiary	Address	Relationship to Member	Proportion of Benefits

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

Signed....."

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 this Deed.

12.4 RIGHT TO INSPECT

Every Member has the right to inspect a copy of this Deed, 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 5.8 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 this Deed.

12.8 VARIATION OF TRUSTS OR DEED

The Trustee may at any time amend, revoke, replace or modify all or any of the provisions of this Deed 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 or 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;
- (d) be contrary to or inconsistent with the Act and Regulations; or
- (e) invalidate or alter the terms of any Non-lapsing Binding Nomination given by one or more Members, unless the Relevant Law has changed in a manner which would invalidate or alter the terms of any Non-lapsing Binding Nominations and, in that case, the amendment, revocation or modification to the Deed is no greater than the change necessitated by the Relevant Law.

12.9 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 this Deed and the Relevant Law, the Relevant Law will prevail.

13. WINDING UP THE FUND

13.1 CONDITIONS FOR TERMINATION

The trusts created by this Deed 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 this Deed, the Rules in this Rule 14 of this Deed, 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 5.8

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 this Deed:

- (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:

Account Balance x 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 this Deed:

- (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:

Account Balance x 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) 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 this Deed:

- (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 this Deed:

- (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 Accumulation Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Accumulation 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 this Deed:

- (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 5.6(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 this Deed:

- (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 a 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 this Deed:

- (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 this Deed 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 this Deed:

- (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 this Deed:

- (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 Accumulation Account immediately before the reversion;

- (f) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Accumulation 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

Table for Non-lapsing Binding Nomination

Rule 5.4(a)

TO MY	AS A <small>(Options include: Pension, Lump Sum, or Beneficiary Choice, except for Non-Dependant Children and Estate, where option is Lump Sum only)</small>	ORDER OF PRIORITY OR PERCENTAGE*
Spouse		
Dependant Children		
Non-Dependant Children		
Estate		

* 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.

This non-lapsing, binding death benefit nomination is made by me, *[Insert name of Member]* on the day of,

.....
[Signature of Member]

We, the undersigned, certify that we witnessed the above-named person sign this document:

.....
[Signature of Witness 1]

.....
[Signature of Witness 2]

.....
[Full Name of Witness 1]

.....
[Full Name of Witness 2]

NOTE: This table is only part of the nomination process. Simply completing this table will not result in a legally binding nomination – see Rule 5.4(a) for details.

SCHEDULE 3

Dictionary

Many of the terms you will encounter in this Deed 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 this Deed. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to this Deed 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 this Deed 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 this Deed which are not defined in this Deed have the meanings given to them by the Act or the Regulations as the case requires.

PART 2

DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

Accumulation Account means an account established and maintained under Rule 9.2;

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 5.6(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; **section 10**

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 5.6(b)(i);

Binding Death Nomination means a nomination which complies with Rule 5.3(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;

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**

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 5.2(f);

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;

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.

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 this Deed;

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 means the 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 this Deed 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 5.4(a);

Non-commutable Income Stream means a benefit that:

- (a) cannot be commuted;
- (b) is paid at least monthly;
- (c) does not have a residual capital value; and
- (d) 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-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 5.1(a) or 5.1(b) is entitled and which is calculated in accordance with Rules 5.2(a) and 5.2(b);

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**

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 VIII B 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;

Preserved Benefits means the total of all benefits and entitlements standing to the credit of the Member's Accumulation 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 this Deed, 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;

Reversionary Pension, means a pension which continues to be paid to one or more beneficiaries of a Member after the death of that Member;

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 VIII B 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 5.2(e);

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 12 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 5.2(c);

Total and Temporary Disablement Benefit means a benefit payable under Rule 5.2(d);

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

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

Consent to Act as Trustee

KAN Invest Pty Ltd

A.C.N. 134 400 481

by its undersigned Directors, hereby consent to act as Trustee of the superannuation fund known as the We Can Do Better Superannuation Fund and the directors consent to acting as directors of that body corporate.

Each of the undersigned also respectively declare:

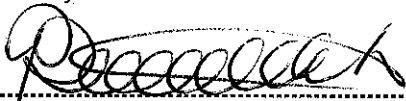
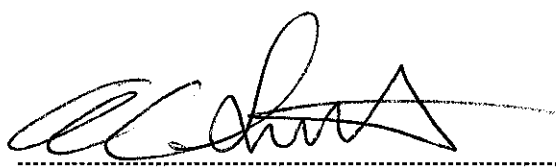
1. That they are not disqualified from acting as a trustee or as a responsible officer of a trustee company under the Superannuation Industry (Supervision) Act.
2. They have never been found guilty of or convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct.
3. A civil penalty order has never been made in relation to them.
4. They are not an insolvent under administration.
5. The Regulator has not disqualified them under the Superannuation Industry (Supervision) Act.
6. They have not, in the preceding 3 years from the date of this declaration, entered into a deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act.

The directors declare:

- (a) a receiver, or a receiver and manager, has not been appointed in respect of property beneficially owned by the abovenamed body corporate ("the body");
- (b) an official manager, deputy official manager or administrator has not been appointed in respect of the body;
- (c) a provisional liquidator has not been appointed in respect of the body;
- (d) the body has not begun to be wound up.

Dated: 4 | 4 | 2014

Signed by all Directors:

APPLICATION FOR MEMBERSHIP

Name of Fund: We Can Do Better Superannuation Fund

Member's Name: Karen Smith
(Minor's Name if on behalf of minor)

Address: 8-12 Salote Court, Caboolture, QLD 4510

Date of Birth: 11/08/1967

Occupation: Accountant

Telephone: 0424772403

Fax:

Tax File Number: 390 091 280

Contributing Employer(s):

I hereby apply to become a Member of the abovementioned Fund.


* I apply as the parent or guardian of and on behalf of the minor referred to above.
(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Governing Rules.

This application is accompanied by a Product Disclosure Statement.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated: 4/4/2014

APPLICATION FOR MEMBERSHIP

Name of Fund:

We Can Do Better Superannuation Fund

Member's Name: Allan Smith
(Minor's Name if on behalf of minor)

Address: 8-12 Salote Court, Caboolture, QLD 4510

Date of Birth: 14/09/1969

Occupation: Storeperson

Telephone: 0419772403

Fax:

Tax File Number: 156 311 216

Contributing Employer(s):

I hereby apply to become a Member of the abovementioned Fund.

* I apply as the parent or guardian of and on behalf of the minor referred to above.
(Delete if inapplicable)

I understand that my membership is subject to terms and conditions specified in the Governing Rules.

This application is accompanied by a Product Disclosure Statement.

I have received from the Trustee a notice containing information needed for the purpose of understanding the main features of the Fund, its management and financial condition and investment performance. (The Trustee must attach these if the Member is joining at a time other than when the fund is established).

Signed:



Dated:

4/4/2014

INDIVIDUALS

SMSF TRUSTEES

INSTRUCTIONS AND FORM

NAT 71089-06.2007

SEGMENT

AUDIENCE

FORMAT

PRODUCT ID



Australian Government

Australian Taxation Office

Trustee declaration

to be completed by trustees and directors of corporate trustees of self managed super funds.



Read this declaration in conjunction with *Self managed super funds – Key messages for trustees* (NAT 71128).

WHO SHOULD COMPLETE THIS DECLARATION?

You must complete this declaration if you became, on or after 1 July 2007, a **new** trustee (or director of a corporate trustee) of:

- a **new** self managed super fund (SMSF), or
- an **existing** SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of a SMSF.

! You do not have to complete this declaration if you were appointed as a trustee or director before 1 July 2007.

INFORMATION YOU NEED TO READ

Make sure you read *Self managed super funds – Key messages for trustees* (NAT 71128). It highlights some of the key points from the declaration and some important messages for you.

BEFORE COMPLETING THIS DECLARATION

Before you complete and sign this declaration, make sure you:

- read each section of it, and
- 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 our website at www.ato.gov.au, or
- phone us on **13 10 20**.

If you're not familiar with some of the terms used in this declaration or you need more information, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (NAT 11032).

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, and
- ensure it is signed and dated by a witness (anyone over the age of 18 years).

WHAT SHOULD I 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.

We recommend that you keep a copy of your completed declaration and *Self managed super funds – Key messages for trustees* (NAT 71128) and refer to them when making important decisions, such as those relating to investments, making contributions and paying a pension or lump sum.

! Do not send your completed declaration to us.



Self managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

KAN INVEST PTY LTD as trustee for
WE CAN DO BETTER SUPERANNUATION FUND

I am responsible for ensuring that the fund complies 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 the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- 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 resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

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.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- 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
- 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)
- not enter 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
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is 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, and
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- 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, and
 - the members' benefit entitlements.

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 the following:

- lending money of the fund to, or providing financial assistance 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 listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

Accepting contributions and paying a benefit

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund's governing rules (including its trust deed) have been met.

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)
 - 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, and
 - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
 - a statement of financial position
 - an operating statement, and
 - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
 - trustees, directors of the corporate trustee or members of the fund
 - fund name
 - details of the contact person, contact phone and facsimile numbers, and
 - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

DECLARATION

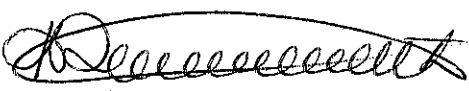
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- 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, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee's or director's name

KAREN SMITH

Trustee's or director's signature



Date

Day: 28 / Month: 11 / Year: 2008

Witness' name (witness must be over the age of 18 years)

ALLAN C SMITH

Witness' signature



Date

Day: 28 / Month: 11 / Year: 2008

INDIVIDUALS

SMSF TRUSTEES

INSTRUCTIONS AND FORM

NAT 71089-06.2007

SEGMENT

AUDIENCE

FORMAT

PRODUCT ID



Australian Government

Australian Taxation Office

Trustee declaration

to be completed by trustees and directors of corporate trustees of self managed super funds.



Read this declaration in conjunction with *Self managed super funds – Key messages for trustees* (NAT 71128).

WHO SHOULD COMPLETE THIS DECLARATION?

You must complete this declaration if you became, on or after 1 July 2007, a **new** trustee (or director of a corporate trustee) of:

- a **new** self managed super fund (SMSF), or
- an **existing** SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of a SMSF.

! You do not have to complete this declaration if you were appointed as a trustee or director before 1 July 2007.

INFORMATION YOU NEED TO READ

Make sure you read *Self managed super funds – Key messages for trustees* (NAT 71128). It highlights some of the key points from the declaration and some important messages for you.

BEFORE COMPLETING THIS DECLARATION

Before you complete and sign this declaration, make sure you:

- read each section of it, and
- 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 our website at www.ato.gov.au, or
- phone us on **13 10 20**.

If you're not familiar with some of the terms used in this declaration or you need more information, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (NAT 11032).

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, and
- ensure it is signed and dated by a witness (anyone over the age of 18 years).

WHAT SHOULD I 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.

We recommend that you keep a copy of your completed declaration and *Self managed super funds – Key messages for trustees* (NAT 71128) and refer to them when making important decisions, such as those relating to investments, making contributions and paying a pension or lump sum.

! Do not send your completed declaration to us.



Self managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

KAN INVEST PTY LTD AS TRUSTEE FOR
WE CAN DO BETTER SUPERANNUATION FUND

I am responsible for ensuring that the fund complies 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 the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- 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 resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

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.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- 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
- 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)
- not enter 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
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is 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, and
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- 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, and
 - the members' benefit entitlements.

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 the following:

- lending money of the fund to, or providing financial assistance 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 listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

Accepting contributions and paying a benefit

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund's governing rules (including its trust deed) have been met.

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)
 - 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, and
 - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
 - a statement of financial position
 - an operating statement, and
 - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
 - trustees, directors of the corporate trustee or members of the fund
 - fund name
 - details of the contact person, contact phone and facsimile numbers, and
 - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

DECLARATION

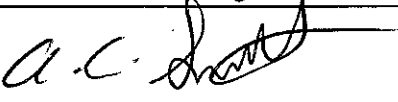
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- 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, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee's or director's name

ALLAN C SMITH

Trustee's or director's signature



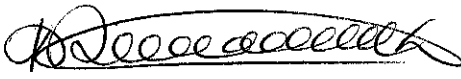
Date

Day: 28 / Month: 11 / Year: 2008

Witness' name (witness must be over the age of 18 years)

KAREN E SMITH

Witness' signature



Date

Day: 28 / Month: 11 / Year: 2008



ALKAZ INVESTMENT TRUST

Drawn by:

redchip lawyers

Level 1 The Portal 1 Breakfast Creek Road
NEWSTEAD QLD 4006
Ph: (07) 3852 5055
Fax: (07) 3852 2559
Email: redchip@redchip.com.au

Solicitors for:-

Australian Company Incorporation Services Pty. Ltd.

Level 1 The Portal 1 Breakfast Creek Road
NEWSTEAD QLD 4006
FREECALL: 1800 773 477
FREEFAX: 1800 655 556
Email: acis@acis.net.au

TABLE OF CONTENTS

1. DEFINITIONS & INTERPRETATION	1
1.1 DEFINITIONS	1
1.2 INTERPRETATION.....	2
2. DECLARATION OF TRUST	3
3. CAPITAL PROVISIONS	3
4. AUTHORISATION	3
5. EXERCISE OF RIGHTS	3
5.1 BENEFICIARY'S INSTRUCTIONS	3
5.2 TRUSTEE NOT TO SELL ETC.....	3
6. INDEMNITY	4
7. JURISDICTION	4
8. SEVERANCE	4

This Deed is made on the Deed Date.

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

RECITALS:

- A The Trustee has agreed to hold the Asset or has acquired or agreed to acquire the Asset on behalf of the Beneficiary.
- B The Trustee has at all relevant times agreed to act as a bare trustee for the Beneficiary on the terms set out in this Deed.
- C The Trust created by this Deed will be known by the name in Item 5 in the Schedule.
- D The parties wish to enter into this Deed to record the arrangements between them.

OPERATIVE PART:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed, unless the context or subject matter requires otherwise:

Act means the Superannuation Industry (Supervision) Act 1993;

Applicable Law means the law of that country, state, territory or place which is specified in Item 4 in the Schedule or of any other place which the Trustee and the Beneficiary determine;

Asset means the property or assets described in Item 3 in the Schedule and all additions and appurtenances to it and/or any Replacement Asset;

Deed means this Deed;

Deed Date means the date specified in Item 1 in the Schedule;

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

Schedule means the Schedule included in this Deed;

Sell or **Sold** include sell, agree to sell, transfer, lease, assign, grant options and/or any other form of disposing of, or creating an interest in, the thing being considered whether or not consideration passes or is given, and **Buy** or **Purchase** will be interpreted correspondingly;

Trust means the Trust established by this Deed.

1.2 Interpretation

- (a) Each party to this Deed will be referred to in this Deed by the description against their name in Item 2 in the Schedule.
- (b) In the interpretation of this Deed, unless the context or subject matter requires 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, charities, 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** means 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 refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (ix) an **agreement** or **document** (including this Deed) means 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 references to the clauses or schedules of this Deed.
- (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 Deed;
 - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
 - (iii) where a person is entitled to **vote** or holds the **right to vote** on any matter under this Deed, the person may vote by proxy or attorney or representative. A reference to a person being present means present in person or by proxy.

2. DECLARATION OF TRUST

The Trustee covenants with the Beneficiary and declares and acknowledges that:

- (a) the Trust created by this Deed will arise upon the execution by the Trustee of an agreement for the acquisition of the Asset;
- (b) the Trustee will hold the Asset as bare trustee for the Beneficiary (who has provided all of the purchase moneys) upon the trust contained in this Deed;
- (c) the Trustee has not and will not provide any of the purchase moneys and the real purchaser of the Asset is the Beneficiary;
- (d) no part of the Asset will ever revert to or be held in trust for any person other than the Beneficiary;
- (e) the Beneficiary is absolutely entitled to the Asset as against the Trustee;
- (f) the Beneficiary is absolutely entitled to the benefit of the Asset together with all earnings, profits or gains accrued or to accrue in respect of the Asset; and
- (g) nothing in this Deed entitles the Trustee to beneficial ownership of the Asset or deprives the Beneficiary of the rights of beneficial ownership (including the right of possession) of the Asset.

3. CAPITAL PROVISIONS

The Beneficiary may at any time after the Deed Date, by notice to the Trustee, require the Trustee to transfer the legal title and estate in the Asset to the Beneficiary and the Trustee must transfer, for no consideration, the legal title and estate to the Beneficiary but only as allowed under Section 67A of the Act.

4. AUTHORISATION

The Trustee is authorised by the Beneficiary to complete any agreement for the acquisition of the Asset and the registration of a transfer of the legal title of the Asset as instructed by the Beneficiary including the granting of any charge or security in relation to the Asset but only to the extent permitted under Section 67A of the Act.

5. EXERCISE OF RIGHTS

5.1 Beneficiary's instructions

- (a) The Trustee must comply with the instructions or directions of the Beneficiary in relation to the Asset.
- (b) The Trustee must not deal with the Asset without the prior written direction of the Beneficiary.

5.2 Trustee not to Sell etc

The Trustee must not Sell, encumber or otherwise use the Asset or any part of it as security for any obligation except at the direction of the Beneficiary.

6. INDEMNITY

- (a) The Trustee will be entitled to be indemnified out of the property of the Trust against all liabilities incurred in the execution of any powers or obligations in relation to this Trust, and/or all actions, proceedings, costs, claims and demands relating to any matter or thing done, or omitted to be done, concerning this Trust or the Asset.
- (b) The indemnity in (a) applies only to the Asset and, for the avoidance of doubt, the Trustee has no right to claim in respect of that indemnity against the Beneficiary except in respect of the Asset.

7. JURISDICTION

This Deed is governed in accordance with the Act and the Applicable Law. The rights and obligations of the Trustee and the Beneficiary, and every question arising in relation to this Deed and the Trust, will be regulated by the Act and the Applicable Law.

8. SEVERANCE

If any provision in this Deed is by law unenforceable, invalid or made inapplicable, it will be severed or read down, but only so as to maintain as far as possible all other provisions in this Deed.

SCHEDULE

ITEM 1 **Deed Date:** 2 / 4 / 14

ITEM 2 **Parties:**

Beneficiary:

 Name: KAN INVEST PTY LTD ACN 134 400 481
 AS TRUSTEE FOR WE CAN DO BETTER SUPERANNUATION FUND

 Address: 14 EBONY CLOSE
 CALLIOPE QLD 4680

Trustee:

 Name: ALKAZ INVESTMENT PTY LTD ACN 168 898 897

 Address: 14 EBONY CLOSE
 CALLIOPE QLD 4680

ITEM 3: **Asset:** Real Property situated at:

 Described as:

 County:

 Parish:

 Title reference:

ITEM 4: **Applicable Law:**

ITEM 5: **Trust Name:** ALKAZ INVESTMENT TRUST

Executed as a Deed.

EXECUTED AS A DEED by KAN INVEST PTY)
LTD ACN 134 400 481 AS TRUSTEE FOR WE)
CAN DO BETTER SUPERANNUATION FUND)
as the Beneficiary.)



KAREN ELIZABETH SMITH
Director



ALLAN CHARLES SMITH
Director

EXECUTED AS A DEED by ALKAZ)
INVESTMENT PTY LTD ACN 168 898 897 as)
the Trustee.)



KAREN ELIZABETH SMITH
Director



ALLAN CHARLES SMITH
Director

WE CAN DO BETTER SUPERANNUATION FUND

FINANCIAL STATEMENTS

AND REPORTS

FOR THE PERIOD 1 JULY 2018 TO 30 JUNE 2019

WE CAN DO BETTER SUPERANNUATION FUND
FINANCIAL STATEMENTS INDEX

Statement of Financial Position
Operating Statement
Detailed Operating Statement
Statement of Taxable Income
Notes to the Financial Statements
Trustees Declaration
Audit Report
Investment Summary Report
Trustee Minute/Resolution
Members Statements
Member Contribution Caps Report

WE CAN DO BETTER SUPERANNUATION FUND
STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2019

	2019	2018
	\$	\$
Investments		
Plant and Equipment (at written down value)	-	4,106
Real Estate Properties (Australian)	409,984	409,984
	409,984	414,090
Other Assets		
Westpac Business Flexi	4	4
Westpac DIY Super Working Account	2,417	2,242
Westpac DIY Super Savings Account	7,925	9,595
Plant & Equipment - Kingston Court	5,695	-
Borrowing Expenses	2,202	2,651
Income Tax Refundable (Note 7)	1	1,033
	18,244	15,525
Total Assets	428,228	429,615
Less:		
Liabilities		
Loan - Westpac	221,623	232,443
	221,623	232,443
Net Assets Available to Pay Benefits	206,605	197,172
Represented by:		
Liability for Accrued Benefits (Notes 2, 3, 4)		
Smith, Karen Elizabeth	105,246	98,186
Smith, Allan Charles	101,359	98,986
	206,605	197,172

The accompanying notes form part of these financial statements

**WE CAN DO BETTER SUPERANNUATION FUND
OPERATING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2019**

	2019	2018
	\$	\$
Income		
Employer Contributions - Concessional	19,852	16,890
Interest Received	93	449
Rent Received	20,559	20,514
	<u>40,504</u>	<u>37,853</u>
Expenses		
Administration Costs	106	96
ATO Supervisory Levy	259	259
Depreciation	935	-
Life Insurance Premiums - Preserved	6,083	5,164
Rental Property Expenses	22,023	23,027
	<u>29,406</u>	<u>28,546</u>
Benefits Accrued as a Result of Operations before Income Tax	<u>11,098</u>	<u>9,307</u>
Income Tax (Note 7)		
Income Tax Expense	1,665	1,396
	<u>1,665</u>	<u>1,396</u>
Benefits Accrued as a Result of Operations	<u>9,433</u>	<u>7,911</u>

The accompanying notes form part of these financial statements

**WE CAN DO BETTER SUPERANNUATION FUND
DETAILED OPERATING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2019**

	2019	2018
	\$	\$
Income		
Employer Contributions - Concessional		
Smith, Allan Charles	7,242	5,328
Smith, Karen Elizabeth	12,610	11,563
	<u>19,852</u>	<u>16,890</u>
Interest Received		
ATO Tax Account	-	2
Westpac DIY Super Savings Account	88	439
Westpac DIY Super Working Account	5	8
	<u>93</u>	<u>449</u>
Rent Received		
12 Kingston Court North Lakes	20,559	20,514
	<u>20,559</u>	<u>20,514</u>
	<u>40,504</u>	<u>37,854</u>
Expenses		
Administration Costs	106	96
ATO Supervisory Levy	259	259
Depreciation		
Plant & Equipment - Kingston Court	935	-
	<u>935</u>	<u>-</u>
Life Insurance Premiums - Preserved		
Smith, Allan Charles	3,118	2,645
Smith, Karen Elizabeth	2,965	2,519
	<u>6,083</u>	<u>5,164</u>
Rental Property Expenses		
Borrowing Costs	449	1,303
Council Rates	1,938	1,887
Insurance	711	682
Interest - Loan Westpac	13,396	15,291
Maintenance Annual Inspections	364	-
Management Fees	1,775	1,775
Repairs & Maintenance	2,143	508
Water Charges	1,248	1,582
	<u>22,023</u>	<u>23,027</u>
	<u>29,407</u>	<u>28,547</u>

The accompanying notes form part of these financial statements

**WE CAN DO BETTER SUPERANNUATION FUND
DETAILED OPERATING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2019**

	2019	2018
	\$	\$
Benefits Accrued as a Result of Operations before Income Tax	<u>11,097</u>	<u>9,307</u>
Income Tax (Note 7)		
Income Tax Expense	1,665	1,396
	<u>1,665</u>	<u>1,396</u>
Benefits Accrued as a Result of Operations	<u><u>9,432</u></u>	<u><u>7,911</u></u>

The accompanying notes form part of these financial statements

**WE CAN DO BETTER SUPERANNUATION FUND
STATEMENT OF TAXABLE INCOME
FOR THE YEAR ENDED 30 JUNE 2019**

	2019
	\$
Benefits Accrued as a Result of Operations before Income Tax	11,099.00
Less:	
Other Non Taxable Items	(1.00)
	<hr/>
	(1.00)
	<hr/>
	11,098.00
	<hr/>
Taxable Income	11,098.00
	<hr/>
Tax Payable on Taxable Income	1,664.70
Less:	
Instalments Paid	1,628.00
	<hr/>
	1,628.00
	<hr/>
Income Tax Payable/(Refund)	36.70
Add:	
Supervisory levy	259.00
Total Amount Due or Refundable	295.70
	<hr/>

WE CAN DO BETTER SUPERANNUATION FUND
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

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 associated Regulations, the trust deed of the fund and the needs of members.

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

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 trustees/ directors of the trustee company.

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 market values, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions are 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 value has 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.
-

WE CAN DO BETTER SUPERANNUATION FUND
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

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 value of the fund's financial liabilities is 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 to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. 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 as it accrues.

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-distributions and, if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at net market value.

Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and 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 acquired during the period).

Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

d. Liability for Accrued Benefits

WE CAN DO BETTER SUPERANNUATION FUND
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

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. Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or other payables in the statement of financial position.

f. 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.

2. Liability for Accrued Benefits

Changes in the Liability for Accrued Benefits are as follows:

	2019	2018
	\$	\$
Liability for Accrued Benefits at beginning of period	197,172	189,261
Add:		
Benefits Accrued as a Result of Operations	9,434	7,911
- Adjustment of Deferred Tax Liability /Deferred Tax Asset	-	-
	<hr/>	<hr/>
Liability for Accrued Benefits at end of period	<u>206,606</u>	<u>197,172</u>

3. Vested Benefits

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

	2019	2018
	\$	\$
Vested Benefits	<u>206,606</u>	<u>197,172</u>

WE CAN DO BETTER SUPERANNUATION FUND
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

4. Guaranteed Benefits

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

5. Changes in Market Values

Investments and other assets of the fund are valued at the end of the reporting period as described in Note 1 - Summary of Significant Accounting Policies. A detailed schedule of investments is attached to these financial statements. A summary of the change in Market Values is as follows:

	2019	2018
	\$	\$
Change in Market Value		

6. Funding Arrangements

The employer and members contributed to the fund a percentage of the gross salaries of the employees who were members of the fund as follows:

	2019	2018
	\$	\$
Employer		
Members		

7. Income Tax

Income Tax is payable by the superannuation fund at the rate of 15% on the contributions received and the income of the fund. There has been no change in the Income Tax rate during the year.

The Income Tax payable by the superannuation fund has been calculated as follows:

	2019	2018
	\$	\$
Benefits accrued as a result of operations before income tax	11,099	9,307
Prima facie income tax on accrued benefits	1,665	1,396
Add/(Less) Tax Effect of:		
Income Tax Expense	1,665	1,396

WE CAN DO BETTER SUPERANNUATION FUND
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

Income tax expense comprises:

Income Tax Payable/(Refundable)	444	(179)
Tax Instalments Paid	1,221	1,575
	1,665	1,396

8. Reconciliation of Net Cash provided by Operating Activities to Benefits Accrued from Operations after Income Tax

	2019	2018
	\$	\$
Benefits accrued from operations after income tax	9,434	7,911
Add/(Less) non cash amounts included in benefits accrued from operations		
Depreciation	935	-
Income Tax Expense	1,665	1,396
Other non cash items	(633)	(1,184)
	1,967	212
Net cash provided by operating activities	11,401	8,123

9. Reconciliation of Cash

For the purpose of the statement of cash flows, cash includes cash on hand and in banks. Cash at the end of the reporting period as shown in the statement of cash flows is reconciled to the related item in the Statement of Financial Position or Statement of Net Assets as follows:

	2019	2018
	\$	\$
Cash	(211,277)	(220,602)

WE CAN DO BETTER SUPERANNUATION FUND

TRUSTEE: KAN INVEST PTY LTD

ACN: 134 400 481

TRUSTEES DECLARATION

The directors of the trustee company have determined that the fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The directors of the trustee company declare that:

- i. the financial statements and notes to the financial statements for the year ended 30 June 2019 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2019 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- ii. the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- iii. the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2019.

Specifically, the trustees declare that

- in accordance with s 120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s 50 of the Superannuation (Supervision) Act 1993 and reg 13.14 of the Superannuation Industry (Supervision) Act 1994; and
- to the knowledge of the trustees, there have been no events or transactions subsequent to the balance date which could have a material impact on the fund. Where such events have occurred, the effect of such events has been accounted and noted in the fund's financial statements

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

Karen Elizabeth Smith
Kan Invest Pty Ltd
Director

Allan Charles Smith
Kan Invest Pty Ltd
Director

WE CAN DO BETTER SUPERANNUATION FUND

TRUSTEE: KAN INVEST PTY LTD

ACN: 134 400 481

TRUSTEES DECLARATION

DATED: 29/06/2020

**WE CAN DO BETTER SUPERANNUATION FUND
SELF-MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT**

Approved SMSF auditor details

Name	Craig F Denholder
Business name	
Business postal address	P O Box 1084
	North Lakes QLD 4509
SMSF auditor number (SAN)	100224833

Self-managed superannuation fund details

Self-managed superannuation fund (SMSF) name	We Can Do Better Superannuation Fund
Australian business number (ABN) or tax file number (TFN)	79896654277
Address	8-12 Salote Court
	Caboolture QLD 4510
Year of income being audited	2019

To the SMSF trustee

To the SMSF trustee of	We Can Do Better Superannuation Fund
------------------------	--------------------------------------

WE CAN DO BETTER SUPERANNUATION FUND
SELF-MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT

PART A - FINANCIAL REPORT

Approved SMSF auditor's Opinion

I have audited the special purpose financial report comprising the Statement of Financial Position as at 30 June 2019, and the Operating Statement for the year then ended, a summary of significant accounting policies and other explanatory notes of the We Can Do Better Superannuation Fund for the year ended 30 June 2019.

In my opinion, the financial report presents fairly, in all material respects, in accordance with the accounting policies described in the notes to the financial statements, the financial position of the fund at 30 June 2019 and the results of its operations for the year then ended.

Basis for Opinion

My audit has been conducted in accordance with Australian Auditing Standards¹. My responsibilities under those standards are further described in the Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report section of this report. I am independent of the self-managed superannuation fund in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) as required by the Superannuation Industry (Supervision) Regulations 1994 (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Emphasis of Matter - Basis of accounting

Without modifying my opinion, I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist We Can Do Better Superannuation Fund meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes.

Responsibility of SMSF trustees for the financial report

Each SMSF trustee (individual trustee or director of corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund. The going concern basis of accounting is appropriate when it is reasonably foreseeable that the fund will be able to meet its liabilities as they fall due.

¹The Australian Auditing Standards issued by the Auditing and Assurance Standards Board.

WE CAN DO BETTER SUPERANNUATION FUND
SELF-MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT

The trustees are responsible for overseeing the fund's financial reporting process.

Approved SMSF auditor's responsibility for the audit of the financial report

My responsibility is to express an opinion on the financial report based on my audit. I have conducted an independent audit of the financial report in order to express an opinion on it to the trustees.

My objective is to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

I have complied with the competency standards set by Australian Securities & Investments Commission (ASIC). My audit has been conducted in accordance with Australian Auditing Standards. These standards require that I 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.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with the trustees regarding, among other matters, the planned scope and timing of the

WE CAN DO BETTER SUPERANNUATION FUND
SELF-MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT

audit and significant audit findings, including any significant deficiencies in internal control that I identify during the audit.

PART B - COMPLIANCE REPORT

Approved SMSF Auditor's Opinion

I have performed a reasonable assurance engagement on the We Can Do Better Superannuation Fund to provide an opinion in relation to its compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below in the Approved SMSF auditor's Responsibility section of this report.

In my opinion, each trustee of We Can Do Better Superannuation Fund has complied, in all material respects, with the applicable provisions of the SISA and the SISR specified below, for the year ended 30 June 2019.

Basis for Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 Compliance Engagements issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Independence and quality control

I have complied with the independence requirements in accordance with the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) as required by the SISR.

I apply Australian Standard on Quality Control 1 ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements in undertaking this assurance engagement.

I have complied with the competency standards set by ASIC.

SMSF trustee's responsibility for compliance

Each SMSF trustee is responsible for complying with the requirements of the SISA and the SISR and for identifying, designing and implementing internal controls as they determine necessary to meet compliance requirements and monitor ongoing compliance.

Approved SMSF auditor's responsibility for the compliance report

My responsibility is to express an opinion on the trustees' compliance with the applicable requirements of the SISA and the SISR, based on the compliance engagement. My procedures included testing that the fund has an investment strategy that complies with the SISA and that the trustees make investments in line with that strategy, however, no opinion is made on its appropriateness to the fund members.

My reasonable assurance engagement has been conducted in accordance with applicable Standards on Assurance Engagements issued by the Auditing and Assurance Standards Board, to provide reasonable assurance that the trustees of the fund have complied, in all material respects, with the relevant requirements of the following provisions (to the extent applicable) of the SISA and the SISR.

**WE CAN DO BETTER SUPERANNUATION FUND
SELF-MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT**

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

An assurance engagement to report on the fund's compliance with the applicable requirements of the SISA and the SISR involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance. My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the SISA and the SISR for the year ended 30 June 2019.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

Inherent limitations

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected. A reasonable assurance engagement does not provide assurance on whether compliance with the listed provisions will continue in the future.

Signature of approved SMSF auditor :

Craig F Denholder

Date : 29/06/2020

**WE CAN DO BETTER SUPERANNUATION FUND
 SELF-MANAGED SUPERANNUATION FUND
 INDEPENDENT AUDITOR'S REPORT**

Appendix 1- Explanation of listed sections and regulations in compliance engagement

This appendix is included to assist with the meaning of the legislation and regulations listed above

Section or Regulation	Explanation
S17A	The fund must meet the definition of an SMSF
S35AE	The trustees must keep and maintain accounting records for a minimum of five years
S35B	The trustees must prepare, sign and retain accounts and statements
S35C(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	<p>The fund must be maintained for the sole purpose of providing benefits to any or all of the following:</p> <ul style="list-style-type: none"> • fund members upon their retirement • fund members upon reaching a prescribed age • the dependants of a fund member in the case of the member's death before retirement
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)
S82-85	The trustees must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years

**WE CAN DO BETTER SUPERANNUATION FUND
 SELF-MANAGED SUPERANNUATION FUND
 INDEPENDENT AUDITOR'S REPORT**

Appendix 1 (Continued)

S104	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
S104A	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration
S105	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms- length – that is, purchase, sale price and income from an asset reflects a true market value/rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06 (9A)	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor
Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited
Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules

**WE CAN DO BETTER SUPERANNUATION FUND
INVESTMENT SUMMARY REPORT AT 30 JUNE 2019**

Investment	Units	Ave Cost	Mkt Price	Cost	Market	Unrealised Gain/(Loss)	Percent Gain/(Loss)	Percent Total
Cash/Bank Accounts								
Westpac Business Flexi		4.00	4.00	4	4			0.00%
Westpac DIY Super Savings Account		7,925.00	7,925.00	7,925	7,925			1.89%
Westpac DIY Super Working Account		2,417.00	2,417.00	2,417	2,417			0.58%
				10,346	10,346			2.46%
Real Estate Properties (Australian)								
12 Kingston Court North Lakes	1	409,984.00	409,984.00	409,984	409,984			97.54%
				409,984	409,984			97.54%
				420,330	420,330			100.00%

KAN INVEST PTY LTD
ACN: 134 400 481
ATF WE CAN DO BETTER SUPERANNUATION FUND
MINUTES OF A MEETING OF THE DIRECTOR(S) HELD ON 29/06/2020
AT 8-12 SALOTE COURT, CABOOLTURE QLD 4510

PRESENT:

Karen Elizabeth Smith
Allan Charles Smith

MINUTES:

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

**FINANCIAL STATEMENTS
OF SUPERANNUATION
FUND:**

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

The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2019 and it was resolved that such statements be and are hereby adopted as tabled.

**TRUSTEE'S
DECLARATION:**

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

ANNUAL RETURN:

Being satisfied that the fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2019, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

TRUST DEED:

The Chair tabled advice received from the fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.

INVESTMENT STRATEGY:

The allocation of the fund's assets and the fund's investment performance over the financial year were reviewed and found to be within 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 2019.

AUDITORS

It was resolved that

Craig F Denholder

of

P O Box 1084
North Lakes QLD 4509

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

TAX AGENTS

It was resolved that

Cabrera Partners

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.

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.

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 –

.....
Karen Elizabeth Smith
Chairperson

**WE CAN DO BETTER SUPERANNUATION FUND
SCHEDULE OF PURCHASES AND SALES OF FUND ASSETS
FOR THE REPORTING PERIOD ENDED 30 JUNE 2019**

Details	No of Units
<hr/>	
Purchases of Fund Assets	
<u>Plant and Equipment (at written down value)</u>	
Depreciation	1
Dishwasher	1
Sales of Fund Assets	
<u>Plant and Equipment (at written down value)</u>	
Depreciation	1
Dishwasher	1
Hot Water System	1

Member's Statement
WE CAN DO BETTER SUPERANNUATION FUND

MRS KAREN ELIZABETH SMITH
8-12 SALOTE COURT
CABOOLTURE QLD 4510

The Trustee of the above named fund wishes to advise you of the circumstances of your entitlement in the Fund at 30 June 2019 and for the reporting period 1 July 2018 to 30 June 2019.

Your Details		Your Balance	
Date of Birth	11 August 1967	Total Benefits	\$105,248
Tax File Number	Provided	Comprising:	
Date Joined Fund	28 November 2008	- Preserved	\$105,248
Service Period Start Date		- Restricted Non Preserved	
Date Left Fund		- Unrestricted Non Preserved	
Member Mode	Accumulation	Including:	
Account Description		- Tax Free Component	\$1,043
Current Salary		- Taxable Component	\$104,205
Vested Amount	\$105,248		
Insured Death Benefit	\$550,000		
Total Death Benefit	\$655,248		
Disability Benefit	\$350,000		
Nominated Beneficiaries	Allan Charles Smith		

Your Detailed Account	Preserved	Restricted Non Preserved	Unrestricted Non Preserved	Total
Opening Balance at 1 July 2018	98,186			98,186
<u>Add: Increases to Member's Account During the Period</u>				
Concessional Contributions	12,610			12,610
Non-Concessional Contributions				
Other Contributions				
Govt Co-Contributions				
Employer Contributions - No TFN				
Proceeds of Insurance Policies				
Share of Net Income/(Loss) for period	(1,338)			(1,338)
Transfers in and transfers from reserves				
	11,273			11,273
	109,459			109,459
<u>Less: Decreases to Member's Account During the Period</u>				
Benefits/Pensions Paid				
Contributions Tax	1,892			1,892
Income Tax	(645)			(645)
No TFN Excess Contributions Tax				
Division 293 Tax				
Excess Contributions Tax				
Refund Excess Contributions				
Insurance Policy Premiums Paid	2,965			2,965
Management Fees				
Share of fund expenses				
Transfers out and transfers to reserves				
	4,212			4,212
Member's Account Balance at 30/06/2019	105,247			105,247

Reference: SMITKA / 501

Availability of Other Fund Information

Other information about the Fund is available at your request from the Trustee. If you would like any further information, please contact the Trustee.

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

Karen Elizabeth Smith
Director

Allan Charles Smith
Director

Statement Date: 29 June 2020

Member's Statement
WE CAN DO BETTER SUPERANNUATION FUND

MR ALLAN CHARLES SMITH
8-12 SALOTE COURT
CABOOLTURE QLD 4510

The Trustee of the above named fund wishes to advise you of the circumstances of your entitlement in the Fund at 30 June 2019 and for the reporting period 1 July 2018 to 30 June 2019.

Your Details		Your Balance	
Date of Birth	14 September 1969	Total Benefits	\$101,359
Tax File Number	Provided	Comprising:	
Date Joined Fund	28 November 2008	- Preserved	\$101,359
Service Period Start Date		- Restricted Non Preserved	
Date Left Fund		- Unrestricted Non Preserved	
Member Mode	Accumulation	Including:	
Account Description		- Tax Free Component	\$11,312
Current Salary		- Taxable Component	\$90,046
Vested Amount	\$101,359		
Insured Death Benefit	\$550,000		
Total Death Benefit	\$651,359		
Disability Benefit	\$350,000		
Nominated Beneficiaries	Karen Elizabeth Smith		

Your Detailed Account	Preserved	Restricted Non Preserved	Unrestricted Non Preserved	Total
Opening Balance at 1 July 2018	98,986			98,986
<u>Add: Increases to Member's Account During the Period</u>				
Concessional Contributions	7,242			7,242
Non-Concessional Contributions				
Other Contributions				
Govt Co-Contributions				
Employer Contributions - No TFN				
Proceeds of Insurance Policies				
Share of Net Income/(Loss) for period	(1,333)			(1,333)
Transfers in and transfers from reserves				
	5,909			5,909
	104,895			104,895
<u>Less: Decreases to Member's Account During the Period</u>				
Benefits/Pensions Paid				
Contributions Tax	1,086			1,086
Income Tax	(668)			(668)
No TFN Excess Contributions Tax				
Division 293 Tax				
Excess Contributions Tax				
Refund Excess Contributions				
Insurance Policy Premiums Paid	3,118			3,118
Management Fees				
Share of fund expenses				
Transfers out and transfers to reserves				
	3,536			3,536
Member's Account Balance at 30/06/2019	101,359			101,359

Availability of Other Fund Information

Other information about the Fund is available at your request from the Trustee. If you would like any further information, please contact the Trustee.

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

Karen Elizabeth Smith
Director

Allan Charles Smith
Director

Statement Date: 29 June 2020

We Can Do Better Superannuation Fund
Member Contribution Caps Report
ALLAN CHARLES SMITH at 30/06/2019

	2019	2018	2017	2016	2015	2014
Age	49	48	47	46	45	44
<i>Total Super Balance as at 30/06/2019* Based on previous financial year balance</i>	98,985.70	97,757.91	N/A	N/A	N/A	N/A
Concessional Cap	25,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00
Unused Concessional contribution brought forward	0.00	0.00	0.00	0.00	0.00	0.00
Maximum Cap Available	25,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00
YTD Concessional Contributions	7,242.10	5,327.81	7,591.30	6,209.56	10,912.65	11,216.19
<i>Yearly Concessional Cap minus YTD Concessional Contributions</i>	<i>17,757.90</i>	<i>19,672.19</i>	<i>22,408.70</i>	<i>23,790.44</i>	<i>19,087.35</i>	<i>13,783.81</i>
Excess Concessional Contributions	0.00	0.00	0.00	0.00	0.00	0.00
Amount of Concessional Cap remaining	17,757.90	19,672.19	22,408.70	23,790.44	19,087.35	13,783.81
<u><i>Carry-forward Unused Concessional Contributions</i></u>						
<i>Unused amount expired after 5 years</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Cumulative Carry-forward amount at end of FY</i>	<i>17,757.90</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Unused 'Carry-forward' available to be brought forward	17,757.90					

	2019	2018	2017	2016	2015
<i>Total Super Balance as at 30/06/201X* Based on previous financial year balance</i>	98,985.70	97,757.91	N/A	N/A	N/A
General Transfer Cap Limit	1,600,000.00	1,600,000.00	N/A	N/A	N/A
Non-Concessional Cap	100,000.00	100,000.00	180,000.00	180,000.00	180,000.00
YTD Non-Concessional Contributions including Excess Concessional Contributions	0.00	0.00	0.00	0.00	0.00
Excess Non-Concessional Contributions	0.00	0.00	0.00	0.00	0.00
Amount of Non-Concessional Cap remaining	100,000.00	100,000.00	180,000.00	180,000.00	180,000.00

We Can Do Better Superannuation Fund
Member Contribution Caps Report
KAREN ELIZABETH SMITH at 30/06/2019

	2019	2018	2017	2016	2015	2014
Age	51	50	49	48	47	46
<i>Total Super Balance as at 30/06/2019* Based on previous financial year balance</i>	98,186.38	91,502.73	N/A	N/A	N/A	N/A
Concessional Cap	25,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00
Unused Concessional contribution brought forward	0.00	0.00	0.00	0.00	0.00	0.00
Maximum Cap Available	25,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00
YTD Concessional Contributions	12,610.31	11,562.59	10,041.74	8,155.28	7,826.12	7,887.84
<i>Yearly Concessional Cap minus YTD Concessional Contributions</i>	<i>12,389.69</i>	<i>13,437.41</i>	<i>19,958.26</i>	<i>21,844.72</i>	<i>22,173.88</i>	<i>17,112.16</i>
Excess Concessional Contributions	0.00	0.00	0.00	0.00	0.00	0.00
Amount of Concessional Cap remaining	12,389.69	13,437.41	19,958.26	21,844.72	22,173.88	17,112.16
<u><i>Carry-forward Unused Concessional Contributions</i></u>						
<i>Unused amount expired after 5 years</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Cumulative Carry-forward amount at end of FY</i>	<i>12,389.69</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Unused 'Carry-forward' available to be brought forward	12,389.69					

	2019	2018	2017	2016	2015
<i>Total Super Balance as at 30/06/201X* Based on previous financial year balance</i>	98,186.38	91,502.73	N/A	N/A	N/A
General Transfer Cap Limit	1,600,000.00	1,600,000.00	N/A	N/A	N/A
Non-Concessional Cap	100,000.00	100,000.00	180,000.00	180,000.00	180,000.00
YTD Non-Concessional Contributions including Excess Concessional Contributions	0.00	0.00	500.00	0.00	0.00
Excess Non-Concessional Contributions	0.00	0.00	0.00	0.00	0.00
Amount of Non-Concessional Cap remaining	100,000.00	100,000.00	179,500.00	180,000.00	180,000.00

WE CAN DO BETTER SUPERANNUATION FUND

Trial Balance at 30/06/2019

Printed: Tuesday 11 August, 2020 @ 12:30:08

Last Year	Account	Account Name	Units	Debits \$	Credits \$
	242	Employer Contributions - Concessional			
(11,562.59)	242/001	Smith, Karen Elizabeth			12,610.31
(5,327.81)	242/002	Smith, Allan Charles			7,242.10
	250	Interest Received			
(8.18)	250/002	Westpac DIY Super Working Account			4.90
(439.30)	250/003	Westpac DIY Super Savings Account			88.01
(1.75)	250/004	ATO Tax Account			
	280	Rent Received			
(20,513.92)	280/001	12 Kingston Court North Lakes			20,559.40
96.00	302	Administration Costs		106.00	
259.00	304	ATO Supervisory Levy		259.00	
	334	Depreciation			
	334/002	Plant & Equipment - Kingston Court		935.00	
	390	Life Insurance Premiums - Preserved			
2,518.83	390/001	Smith, Karen Elizabeth		2,965.43	
2,645.09	390/002	Smith, Allan Charles		3,117.91	
	425	Rental Property Expenses			
1,302.78	425/001	Borrowing Costs		448.66	
1,887.16	425/002	Council Rates		1,937.60	
1,581.69	425/003	Water Charges		1,248.27	
682.47	425/004	Insurance		711.08	
15,290.67	425/005	Interest - Loan Westpac		13,395.66	
1,774.52	425/006	Management Fees		1,774.52	
	425/007	Maintenance Annual Inspections		364.00	
508.00	425/008	Repairs & Maintenance		2,142.72	
1,395.90	485	Income Tax Expense		1,664.70	
7,911.44	490	Profit/Loss Allocation Account		9,434.17	
	501	Smith, Karen Elizabeth (Accumulation)			
(90,459.73)	501/001	Opening Balance - Preserved/Taxable			97,143.38
(1,043.00)	501/002	Opening Balance - Preserved/Tax Free			1,043.00
(11,562.59)	501/011	Employer Contributions - Concessional			12,610.31
1,180.73	501/031	Share of Profit/(Loss) - Preserved/Taxable		1,337.59	
1,734.40	501/051	Contributions Tax - Preserved		1,891.54	
(555.02)	501/053	Income Tax - Preserved/Taxable			645.46
2,518.83	501/130	Life Insurance Premiums - Preserved/Taxable		2,965.43	
	502	Smith, Allan Charles (Accumulation)			
(86,445.42)	502/001	Opening Balance - Preserved/Taxable			87,673.21
(11,312.49)	502/002	Opening Balance - Preserved/Tax Free			11,312.49
(5,327.81)	502/011	Employer Contributions - Concessional			7,242.10
1,238.41	502/031	Share of Profit/(Loss) - Preserved/Taxable		1,332.61	
799.15	502/051	Contributions Tax - Preserved		1,086.22	
(582.63)	502/053	Income Tax - Preserved/Taxable			667.60
2,645.09	502/130	Life Insurance Premiums -		3,117.91	

WE CAN DO BETTER SUPERANNUATION FUND

Trial Balance at 30/06/2019

Printed: Tuesday 11 August, 2020 @ 12:30:08

Last Year	Account	Account Name	Units	Debits \$	Credits \$
		Preserved/Taxable			
4.44	604	Westpac Business Flexi		4.44	
2,241.66	605	Westpac DIY Super Working Account		2,416.89	
9,594.68	606	Westpac DIY Super Savings Account		7,924.79	
	630	Plant & Equipment - Kingston Court		5,695.00	
2,651.16	641	Borrowing Expenses		2,202.50	
	765	Plant and Equipment (at written down value)			
1,740.00	765/002	Depreciation			
816.00	765/003	Dishwasher			
1,550.00	765/004	Hot Water System			
	772	Real Estate Properties (Australian)			
409,984.00	772/001	12 Kingston Court North Lakes	1.0000	409,984.00	
	850	Income Tax Payable			
(541.75)	850/001	Income Tax Payable			1,219.60
1,575.00	850/004	Tax Instalments Paid		1,221.00	
(232,443.11)	881	Loan - Westpac			221,622.77
0.00				<u>481,684.64</u>	<u>481,684.64</u>

Current Year Profit/(Loss): \$11,098.87

Self-managed superannuation fund annual return **2019**

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 2019* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2019* (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 (NAT 3036).

To complete this annual return

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

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--
- Place in ALL applicable boxes.

- Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

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

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

Suburb/town

State/territory

Postcode

5 Annual return status

- | | | |
|--|-------------|-----|
| Is this an amendment to the SMSF's 2019 return? | A No | Yes |
| Is this the first required return for a newly registered SMSF? | B No | Yes |

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** Day / Month / YearWas Part A of the audit report qualified? **B** No YesWas Part B of the audit report qualified? **C** No YesIf the audit report was qualified, have the reported issues been rectified? **D** No Yes**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account. **Go to C.****B Financial institution account details for tax refunds**

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

BSB number

Account number

Account name

C Electronic service address alias

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

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No **▶** Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes **▶** Go to Section B: Income.

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

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

Section B: Income

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

11 Income

Did you have a capital gains tax (CGT) event during the year?

G No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2019*.

Have you applied an exemption or rollover?

M No Yes

Code

Net capital gain **A** \$

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

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income		Loss
D1 \$	Net foreign income	D \$

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

Transfers from foreign funds **F** \$

Gross payments where ABN not quoted **H** \$

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

Calculation of assessable contributions	
Assessable employer contributions	
R1 \$	
plus Assessable personal contributions	
R2 \$	
plus [#] No-TFN-quoted contributions	
R3 \$	
<i>(an amount must be included even if it is zero)</i>	
less Transfer of liability to life insurance company or PST	
R6 \$	

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

Calculation of non-arm's length income	
*Net non-arm's length private company dividends	
U1 \$	
plus *Net non-arm's length trust distributions	
U2 \$	
plus *Net other non-arm's length income	
U3 \$	

*Other income **S** \$

*Assessable income due to changed tax status of fund **T** \$

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

#This is a mandatory label.

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

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

Exempt current pension income **Y** \$

TOTAL ASSESSABLE INCOME **V** \$
(**W** less **Y**)

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 \$		A2 \$
Interest expenses overseas	B1 \$		B2 \$
Capital works expenditure	D1 \$		D2 \$
Decline in value of depreciating assets	E1 \$		E2 \$
Insurance premiums – members	F1 \$		F2 \$
Death benefit increase	G1 \$		
SMSF auditor fee	H1 \$		H2 \$
Investment expenses	I1 \$		I2 \$
Management and administration expenses	J1 \$		J2 \$
Forestry managed investment scheme expense	U1 \$		U2 \$
Other amounts	L1 \$	Code	L2 \$
Tax losses deducted	M1 \$		
	TOTAL DEDUCTIONS N \$ (Total A1 to M1)		TOTAL NON-DEDUCTIBLE EXPENSES Y \$ (Total A2 to L2)
	#TAXABLE INCOME OR LOSS O \$ (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	Loss	TOTAL SMSF EXPENSES Z \$ (N plus Y)

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2019* on how to complete the calculation statement.

#Taxable income	A \$	<i>(an amount must be included even if it is zero)</i>
#Tax on taxable income	T1 \$	<i>(an amount must be included even if it is zero)</i>
#Tax on no-TFN-quoted contributions	J \$	<i>(an amount must be included even if it is zero)</i>

Gross tax **B \$**

(T1 plus J)

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

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	
D1 \$	
Early stage venture capital limited partnership tax offset carried forward from previous year	Non-refundable carry forward tax offsets
D2 \$	D \$
Early stage investor tax offset	<i>(D1 plus D2 plus D3 plus D4)</i>
D3 \$	
Early stage investor tax offset carried forward from previous year	SUBTOTAL 2
D4 \$	T3 \$
	<i>(T2 less D – cannot be less than zero)</i>

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

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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 (Remainder of refundable tax offsets)	I \$	(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 \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$	(T5 plus G less H less I less K plus L less M plus N)
--	-------------	---

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2019*.

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

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth / /

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

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 \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

MEMBER 2

Title: Mr Mrs Miss Ms Other
Family name

First given name Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth Day / Month / Year

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

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 \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

TRIS Count

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

CLOSING ACCOUNT BALANCE S \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Sensitive (when completed)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$

Limited recourse borrowing arrangements

Australian residential real property

J1 \$

Australian non-residential real property

J2 \$

Overseas real property

J3 \$

Australian shares

J4 \$

Overseas shares

J5 \$

Other

J6 \$Debt securities **F** \$Loans **G** \$Listed shares **H** \$Unlisted shares **I** \$Limited recourse borrowing arrangements **J** \$Non-residential real property **K** \$Residential real property **L** \$Collectables and personal use assets **M** \$Other assets **O** \$

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

Overseas non-residential real property **Q** \$Overseas residential real property **R** \$Overseas managed investments **S** \$Other overseas assets **T** \$

TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$ (Sum of labels A to T)
--

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

A No Yes **\$**

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution?

A No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA?

B No Yes

16 LIABILITIES

Borrowings for limited recourse
borrowing arrangements

V1 \$

Permissible temporary borrowings

V2 \$

Other borrowings

V3 \$Borrowings **V \$**

Total member closing account balances
(total of all **CLOSING ACCOUNT BALANCES** from Sections F and G) **W \$**

Reserve accounts **X \$**Other liabilities **Y \$****TOTAL LIABILITIES Z \$****Section I: Taxation of financial arrangements****17 Taxation of financial arrangements (TOFA)**Total TOFA gains **H \$**Total TOFA losses **I \$****Section J: Other information****Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year** **A**
specified of the election (for example, for the 2018–19 income year, write **2019**).

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, **B**
and complete and attach the *Family trust election, revocation or variation 2019*.

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust **C**
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 2019* for each election.

If revoking an interposed entity election, print **R**, and complete **D**
and attach the *Interposed entity election or revocation 2019*.

Section K: Declarations

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

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

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 (if required) and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

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. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2019* 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 Day / Month / Year

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number