

INVESTMENT OBJECTIVES AND INVESTMENT STRATEGY  
FOR  
THE DALY FAMILY SUPERANNUATION FUND  
INVESTMENT POLICY STATEMENT

The DALY FAMILY SUPERANNUATION FUND ("The Fund") is a regulated Superannuation Fund established on 1<sup>st</sup> July 2007 to provide benefits for Member(s) as well as death/disablement protection for Member(s). Membership of the Fund is voluntary, and upon joining, Member(s) are required to provide certain minimum information to the Trustees.

The current intention is to pay benefits upon retirement of the Member(s). The Trustee shall invest fund assets having regard to the need to realise the investments at the Member(s) dates of retirement (or such later date as the Member(s) nominates in accordance with the rules of the Trust Deed).

The Fund has two members, Mr Paul Daly, aged 77, and Mrs Rhonda Daly, aged 76 at the time of this Statement. It is not intended that other member(s) will be admitted to the fund. The current intention is to pay lump sum/allocated pension benefits upon retirement of the member(s). The Trustee shall invest Fund assets having regard to the needs of the member(s).

## INVESTMENT OBJECTIVES

The aim of the investment strategy of the THE DALY FAMILY SUPERANNUATION FUND ("the Fund") is to accumulate funds for the payment of superannuation benefits as set out in the trust deed governing the Funds operations.

The Trustees have considered the following investment objectives in formulating the investment strategy for the Fund:

The Trustee will:

- At all times act prudently to pursue the maximum rate of return possible, subject to acceptable risk parameters, and the maintenance of whatever diversification that can be achieved with modest assets.
- Ensure that all investments are authorised under the trust deed and are made for the sole purpose of providing benefits to Member(s).
- Establish within the Fund a tolerance to short term fluctuations in income and capital values given the profile of the ages of the Member(s).
- Invest to ensure sufficient liquidity is retained -within the fund to meet benefit payments due, and will adjust its specific objectives where the trustee' believe the risk profile of the Fund has changed. The liquidity of the fund must also be given in light of the cashflow requirements of the Fund.
- Have proper regard to the risks associated with the investments given the Fund 's objectives and cashflow requirements.
- Have proper regard to the composition of the fund's investment portfolio, including diversification of the Investments.
- Have proper regard to the ability of the fund to meet its current and prospective liabilities.
- Make investments in conjunction -with Member(s) or the Principal Employer, Provided they are under taken on an arms length basis.
- Consider suggestions from Member(s)for specific investment in relation to Member(s) generally for an individual Member(s), and may make investments in accordance with those suggestions provided that they fall within the investment strategy of the Fund.
- Having considered the liability profile of the Fund, the Trustee has adopted the

following objectives for the investment of the assets of the Fund:

(a) to achieve an investment return (net of tax and charges) that exceeds CPI by at least 2% per annum when measured over a rolling 5 year period;

(b) to have a low expectation of negative returns in any 12 month period.

- The investment objectives of the Fund will be reviewed annually and at such other times as a significant event occurs -which affects the Fund.

### **INVESTMENT STRATEGY**

In order to achieve the investment objectives of the Fund, the Trustee - wishes to adopt and pursue the strategy set out hereunder. The Trustee reserves the right to implement more than one strategy as it sees fit, and to offer separate strategies to Member(s). The Trustee also reserves the right to implement separate and different Action plans in the acquisition and disposal of assets pursuant to this strategy.

Diversification:

The Trustee wishes to implement as much diversification as it is able given the assets Of the Fund and elects to diversify amongst a number of investments. In considering the degree of diversification appropriate to the Fund, the Trustee has determined to take into account:

- the existing assets of the fund;
- the existing assets of the family of the Member(s) of the fund;
- the existing assets of the Member(s) of the fund in complying superannuation funds; and
- the Funds access to expert investment advice.

With regard to the investment objectives the Trustees have adopted an investment strategy of seeking in the long term a diversified portfolio mix of investment classes as follows:

- Real property including both direct and indirect investment by the acquisition of units in a property holding unit trust.
- Shares, options, and other rights to shares including both direct investment and indirect investment through equity trusts or other pooled investment vehicles.
- Cash including fixed interest term deposits, bonds, cash management trusts and appropriate derivative products.

- Other assets including fine art, collectable items, antiques and paintings. If these are invested in the Trustee "will obtain a valuation from an appropriate qualified valuer prior to the investment being made. Only 5% of the assets funds should be invested in this category.

The Trustees consider that no specific percentage range for each of the above asset classes should be adopted (with the exception of the last category). Each other asset class should be considered on its own merits at the particular time the investment is proposed having regard to always maintaining an appropriate degree of diversification.

A single asset strategy may be adopted for the Fund if the asset - which is proposed meets the investment criteria of the Fund. If a single asset strategy is adopted then the Trustee will look to diversify the Fund at a later date - when further contributions are made to the Fund and income is derived by the Fund. If a single asset strategy is adopted then the Trustees need to ensure there is a method of liquidity maintained in the Fund to ensure benefits can be paid to members in accordance with the terms of the trust Deed.

All investments will be made on an arm 's length basis and will be acquired, maintained or disposed of on commercial terms at market rates of return. The Trustees consider that this investment strategy fulfils the principal strategy of the fund which is to maximising returns to members having regard to risk and investment objectives of the Fund.

### **Monitoring**

To monitor the success of the investment policy in achieving the investment objectives, the Trustee will take the following action:

- (a) compare investment returns against investment objectives on an annual basis;
- (b) compare investment returns against cash rates available over a 12 month period and review this strategy on an annual basis or on such other basis as it believes appropriate.

The Trustee will measure its success criteria against certain benchmarks and indices. The nominated benchmarks for performance -will be as follows:

- (a) Australian shares - all ordinaries (ASX200)
- (b) Liquid assets - average cash management trusts
- (c) Australian fixed trusts - commonwealth all series all maturities and accumulation index

(d) Property trusts - average of composite property accumulation index

## **ASSET MANAGEMENT STRATEGY**

The Trustee will have regard to the following principles in the implementation of its investment strategy and the actual making of its investments:

### **Unit Trusts**

Prior to acquiring or disposing of any units in an unlisted unit trust the Trustee will obtain and consider valuations of all assets held by the unit trust. The Trustee will do so to satisfy itself that the price of the units reflect true market values and constitute a prudent investment/disposal on an arm 's length basis.

The Trustee will also ascertain the intentions of the trustee of the unit trust in relation to borrowing 's (if any) and the use of the assets as security.

### **Direct Property**

Prior to acquiring or disposing of any property to be held directly by the Fund the Trustee -will obtain and consider property and rental valuations to satisfy itself that The price of the property reflects true market value and constitutes a prudent investment/disposal on an arm 's length basis.

In obtaining a tenant (if any) for any property held by the Fund the Trustee may enter into a lease with an employer sponsor or an associate provided that a written lease agreement is made and the transaction is entered into on an arm 's length basis with regular rental reviews.

In determining the proportion of Fund assets to be invested directly in property, the Trustee shall take into account the liability profile and liquidity requirements of the Fund.

### **Shares in Private Companies**

The Trustee will ascertain the intentions of the Directors of the company in relation to borrowing's if any) and the use of the property as security taking into account the security and dividend return from the shares.

### **Shares in Public Company**

Prior to acquiring (or disposing) of any shares in public companies, the Trustee shall consider the portfolio of the Fund and the diversification of shareholding across different market sectors (industrial, retail, banking, etc) -with a view to attempting to obtain a reasonable diversification with modest assets. The Trustee shall also take into account advice in relation to expected capital growth and dividend income.

### **Debentures/First Mortgages**

Prior to investing in any debenture/first mortgage the Trustee shall consider the period of investment, the security offered, the accessibility of funds, the return, and likely rate movements.

### **Cash Management**

Prior to investing or realising any cash management funds the Trustee shall consider the rate of return and security of such investment against the expected rate of return offered by alternative investments to cash.

### **Artwork/Antiques/Collectibles**

Prior to acquiring any collectibles as an investment of the fund the Trustee -will obtain an independent professional valuation from a qualified valuer and will ensure the asset represents a minor part of Fund assets. It -will investigate future saleability of the asset and the likely price movements in future.

Prior to leasing any collectibles held by the fund to any party the Trustee shall determine the commercial rental rate having regard to advice which the Trustee shall obtain from a qualified source. Any such lease shall only be entered into under a written lease agreement made on an arm 's length basis with an obligation for full maintenance and insurance.

Prior to disposing of any collectibles held by the fund, the Trustee will obtain an independent professional valuation from a qualified valuer. The Trustee shall also determine whether the proposed timing of the disposal is in the best interest of Member(s) having regard to the fluctuations in the value of the type of collectible of which the Trustee wishes to dispose.

### **Members Suggestions**

The Trustee may consider and accept suggestions from Member(s) regarding the investment of Fund assets for Member(s) generally or for an individual Member(s), and make investments in accordance with these suggestions.

The Trustee shall only adopt investment suggestions from member(s) if the resulting investment meets the Fund investment objectives as reflected through the investment strategy and the Trustee determines that the investment is prudent.

## Insurance

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that: [select relevant options from below]

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

Growth Assets	Long term range	Current target
• Australian listed equities	15% - 30%	21.14%
• International listed equities	___% - ___%	___%
• Australian listed property	___% - ___%	___%
• Direct Property	___% - ___%	___%
• Collectables	___% - ___%	___%
• Digital Currency (Crypto-Currency)	___% - ___%	___%
Defensive assets		
• Cash and term deposits	65% - 85%	78.86%
• Australian cash and bond funds	___% - ___%	___%
• International cash and bond funds	___% - ___%	___%
• Bullion	___% - ___%	___%
		100%

All Trustees/Directors of the Trustee Company to sign

Signed & dated



Paul Daly

Dated: 5 September 2022



Rhonda Daly

Dated: 5<sup>th</sup> September 2022

**DECLARATION AND CONSENT BY TRUSTEE OF THE FUND  
UNDER SECTION 118 OF THE  
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

We, Paul Daly and Rhonda Daly of 27 Allenby Park Parade, ALLAMBIE HEIGHTS, NSW 2100

**HEREBY DECLARE** that I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as a trustee or director of a trustee company of a superannuation fund under the SIS Act or related legislation,

**HEREBY DECLARE** that I am aware of my responsibilities under the trust deed of the Fund referred to below having read and fully understood its contents, and also my responsibilities under the SIS Act and related legislation,

**AND HEREBY CONSENT** to act as a trustee of the **DALY FAMILY SUPERANNUATION FUND** (or as a director of a trustee company of the Fund from time to time),

**AND I AGREE** to execute the trust deed of the Fund and to administer the Fund in accordance with the terms and conditions set out in the trust deed and other legislative requirements,

**I UNDERTAKE** to notify any other individual trustee(s) or director(s) of a trustee company of the Fund in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of the Fund.

**The Trustee**

Signed, Sealed and Delivered by Paul Daly and Rhonda Daly in the presence of:

Paul Daly  
Trustee



Witness Name / Signature

Rhonda Daly  
Trustee



Witness Name / Signature

\* Note re Disqualified Person (SIS Act, section 120):



The following are defined by the SIS Act as being disqualified persons:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. a civil penalty order was made against the person; or
3. a person is an insolvent under administration.

A body corporate trustee is a disqualified person where:

1. a receiver and manager has been appointed in respect of property beneficially owned by the body;
2. an official manager or deputy official manager has been appointed in respect of the body;
3. a provisional liquidator has been appointed in respect of the body; or
4. the body has begun to be wound up.

N.B. A director of a trustee company must not be a disqualified person as described above.

## APPLICATION FOR MEMBERSHIP OF DALY FAMILY SUPERANNUATION FUND

**Full Name:** Paul Daly

**Address:** 27 Allenby Park Parade, ALLAMBIE HEIGHTS, NSW 2100

**Date of Birth** 28<sup>th</sup> September 1944

**Sex:** Male

I apply for membership of the **DALY FAMILY SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

1 I am not bankrupt.

2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.

3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.

4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.

5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.

6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.

7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.

8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number(**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:

- a providing information to the Australian Taxation Office;
- b paying employment termination payments;
- c amalgamating superannuation benefits; and
- d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).

9 My Tax File Number is: 117 008 455

10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

**NOMINATION OF BENEFICIARIES**

(If you wish to make a Binding Death Benefit Nomination please submit separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

**The Member**

Signed by Paul Daly:



Paul Daly  
Member

Dated: 05/09/2022

## APPLICATION FOR MEMBERSHIP OF DALY FAMILY SUPERANNUATION FUND

**Full Name:** Rhonda Daly

**Address:** 27 Allenby Park Parade, ALLAMBIE HEIGHTS, NSW 2100

**Date of Birth** 16<sup>th</sup> June 1946

**Sex:** Female

I apply for membership of the **DALY FAMILY SUPERANNUATION FUND (Fund)** and state or warrant as follows as a condition of my application:

1 I am not bankrupt.

2 I have had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.

3 I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.

4 I understand that I may only contribute to the Fund if I am eligible under the superannuation laws to do so, and this includes any contributions made by other parties on my behalf.

5 I understand that membership in a self managed superannuation fund (**SMSF**) carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risks, and such other risks which follow the nature of a SMSF arrangement and I am comfortable becoming a member, notwithstanding those risks.

6 I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.

7 I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.

8 I acknowledge the Trustee may collect my personal identification documents and Tax File Number (**TFN**), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (**Privacy Legislation**) and will only be used for legal purposes, including:

- a providing information to the Australian Taxation Office;
- b paying employment termination payments;
- c amalgamating superannuation benefits; and
- d providing information to other superannuation funds receiving any benefits I may select (unless I ask in writing for it to be withheld).

9 My Tax File Number is: 144 729 850

10 I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any privacy legislation.

11 I agree to all of the terms and conditions set out in the trust deed for the Fund, as amended from time to time.

12 I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I hereby authorise my current employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

I hereby apply to make contributions to the Fund and agree to be bound by the trust deed and rules governing the Fund.

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(If you wish to make a Binding Death Benefit Nomination please submit separately)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
_____	_____	%
_____	_____	%
_____	_____	%


**The Member**

Signed by Rhonda Daly:

*Rhonda Daly*  
 Rhonda Daly  
 Member  
 Dated: 5<sup>th</sup> September, 2022

# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

🗣️ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on **13 10 20**.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

🗋️ Do not send your completed declaration to us unless we request this from you.

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You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

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June 2021

DE-35147



# Self-managed super fund trustee declaration

## I understand that as an individual trustee or director of the corporate trustee of

Fund name

--

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)



- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

PAUL HUBERT DALY

Trustee's or director's signature

*Paul Daly*

Date

Day: 05 / Month: 09 / Year: 2022

Witness' name (witness must be 18 years old or over)


Witness' signature

Date

Day: / / Month: / / Year: / /

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- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

 Do not send your completed declaration to us unless we request this from you.

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Canberra  
June 2021

DE-35147



# Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name


I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

## Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

## Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

## Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

## Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
  - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**DECLARATION**

*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

RHONDA ANN DALY

Trustee's or director's signature

Rhonda Ann Daly

Date

Day                      Month                      Year  
05 / 09 / 2022

Witness' name (witness must be 18 years old or over)

Witness' signature

Date

Day                      Month                      Year  
   /    /

# THE DALY FAMILY SUPERANNUATION FUND

Start On Acceptance



Pacific Ridge Capital



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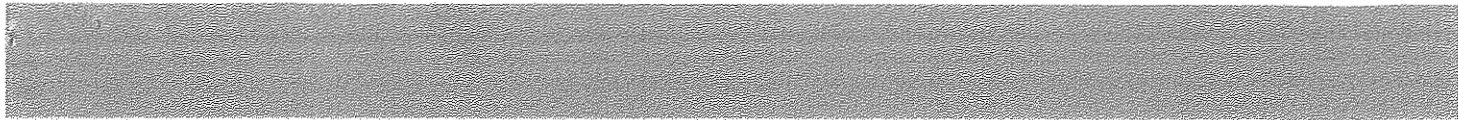
Service Summary

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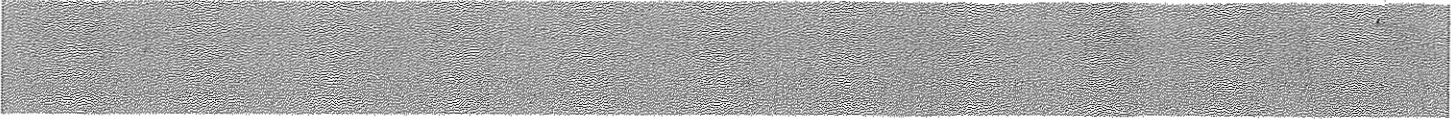


Introduction

Please find our engagement attached. If you could please review, enter your payment details, and sign when ready. Your SMSF return will be lodged once we receive the signed copy of your tax return and this signed engagement.

Pacific Ridge Capital





## Service Summary

### Accounting services - SMSF - Annual accounts and Tax Return

Self Managed Superannuation Funds Annual Compliance Annual financial statements and Tax Return for Self Managed Super Funds.

Based on the information being entered and reconciled in an accounting software package.

This includes:

- Completion of the annual financial statements and associated documents for the fund
- Preparation & lodgement of the annual tax return for the fund
- Calculation of updated pension amount
- Disbursement for completion of the actuarial certificate for the fund (if required)
- Arranging for completion of the fund audit
- Other taxation advice provided throughout the period

### Auditing services - SMSF Audit Services

To assist you with an audit of your Self Managed Super Fund financial statements.

## Payment Schedule

**\$1,915.00** excluding \$191.50 GST

Accounting services - SMSF - Annual accounts and Tax Return

Auditing services - SMSF Audit Services

Billed on completion



## General Terms and Conditions

Paul Daly  
THE DALY FAMILY SUPERANNUATION FUND  
27 Allenby Park Parade  
Allambie Heights, NSW, 2100  
Australia

Dear Paul Daly,

### **ENGAGEMENT LETTER – Pacific Ridge Capital and THE DALY FAMILY SUPERANNUATION FUND**

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

“Client” or “you” means the entity, acquiring goods or services from us in the Engagement Letter.

“Engagement Letter” means this document including the Terms and Conditions, schedules and annexures set out herein.

“Services” means the scope of the services specified in the Proposal, Engagement Letter, or as varied in accordance with these Terms and Conditions.

#### **Purpose, Scope and Output of the Engagement**

Pacific Ridge Capital will provide professional services at your request. We will provide the Services to you in accordance with the relevant professional and ethical standards. The details of the services provided in this agreement are detailed herein.

Unless otherwise stated herein, the Services covered by this engagement do not include audit or review services, therefore, no assurance will be provided. Unless agreed with you, the Services will not include specific identification of fraud or other illegal acts. If we do identify such acts or omissions, we will inform you. Before doing so, we will notify you as soon as practicable that we have identified any instances of fraud or illegal acts / omissions.

#### **Unanticipated Services**

Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, any additional work will be quoted to you before the commencement of said additional work. Once the scope of the additional work is agreed upon, we will issue an additional or updated letter of engagement via our online proposal system, and will ask you to sign the new agreement before we commence the new work.

Furthermore, THE DALY FAMILY SUPERANNUATION FUND will agree that if an unanticipated need arises (such as an audit, an amended tax return or a personal financial statement required as part of a loan agreement), this additional work will be performed only after arriving at a mutually agreed-upon price and a Change of Service Request is accepted with a digital signature.

## **Period of Engagement**

This engagement starts on On Acceptance and is valid until it's ended by mutual agreement or superseded by a newer engagement. We will not deal with earlier periods unless you specifically ask us to do so and we agree. You or we may agree to vary or terminate this agreement at any time without penalty. Notice of variation or termination must be given in writing.

## **Service and Price Guarantee**

Pacific Ridge Capital will always stand behind the quality and professional nature of the services that we offer. If at any point you are not completely satisfied with the services we have performed, we encourage you to bring this to our attention immediately. We'd love the opportunity to correctly address your concerns and allow us a chance to win your trust back and prevent similar problems from happening in the future.

If you are still not satisfied with the outcome of our services, we will work towards a mutual agreement regarding the payment for services completed. As an example, we may agree to either forgive the related payment or accept a portion of the originally agreed price that reflects your level of satisfaction.

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

## **Ownership of Documents**

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

## **Client Responsibilities and Warranties**

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required to provide the Services; as allowed for by law; or with your express written consent.

The Client is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Clients are also responsible for providing us with such materials and relevant information in a timely manner so that we may provide our Services to you in a timely manner. Clients 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. Any advice given to the Client is only an opinion which is based on our knowledge of the Client's particular circumstances and is informed by the information, materials account records and particulars provided to us by the Client.

You agree that we are entitled to rely on the accuracy and completeness of any information you provide us under this agreement and in order to provide our services to you. Pacific Ridge Capital accepts no liability or responsibility for any loss, damage, claim or expense that you may suffer as a result of you providing us with inaccurate, incomplete, incorrect out of date or untimely accounting records, particulars or information, and you waive and release us from any and all such liability.

You agree to pay Pacific Ridge Capital the Fees in accordance with the Billing Schedule set out in this agreement.

You warrant that you have not relied on any representations or warranties made by Pacific Ridge Capital in respect of the Services which have not been expressly set out in this agreement.

## **Outsourced Services**

We may involve third party contractors or outsourced service providers in providing various aspects of your accounting work. These services may include:

- Accounting file preparation and/ or Data entry into our accounting systems
- Auditing of accounts (including Self-Managed Super Funds)
- Hosting of data on cloud-based servers

A full list of our third-party contractors or outsourced service providers can be found here;

<https://moneytax1->

[my.sharepoint.com/:b:g/personal/rob\\_prcapital\\_com\\_au/EZJUXCzzHI1LkEQ3SHIH9MsB2iFSQJINSYDkNNIggUsavQ?e=PVRcnr](https://my.sharepoint.com/:b:g/personal/rob_prcapital_com_au/EZJUXCzzHI1LkEQ3SHIH9MsB2iFSQJINSYDkNNIggUsavQ?e=PVRcnr)

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above. Where the outsourced service requires the disclosure of personal information to an overseas recipient, a consequence of your consent is that Pacific Ridge Capital will be required to take reasonable steps to ensure that Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Pacific Ridge Capital has taken all available measures to ensure the security and privacy of your data is protected and follows the notifiable data breaches scheme as outlined in the Privacy Act 1988.

## **Limitation of Liability**

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

## **Termination of this engagement**

Subject to any statutory provisions that apply to the Services, and unless otherwise outlined in this Terms document, either party may terminate this engagement at any time by giving 28 days written notice to the other. Either party may terminate this engagement immediately if the other commits any material or persistent breach of its obligations under this agreement, in particular the Terms and Conditions set out in the Engagement Letter (which, in the case of a breach capable of remedy, has not been remedied within 7 days of discovery by the party in breach), or if the other becomes insolvent.

In addition, we may terminate this engagement on reasonable notice if any of the following circumstances occur:

- you fail to pay our accounts on time;
- You fail to provide us with requested information
- you fail to provide us with adequate instructions;
- your instructions involve acting contrary to the interests of another client;
- a conflict of interest has arisen or it is not appropriate for us to continue to act on your behalf;
- we are no longer be able to provide all or part of the Services to you because of applicable auditor independence rules or legislation without ceasing to be independent in relation to an audit client; or
- for any other reasonable and just cause.

In addition to our other rights, upon termination you will be required to pay our charges for work done, and for any expenses incurred up to the date of termination together with our reasonable costs and expenses incurred in connection with the early termination of this engagement.

Termination of this engagement is without prejudice to any rights that may have accrued before termination. The Terms and Conditions of this agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

### **Force majeure**

Neither party will be liable to the other for any delay or failure to fulfil their obligations under this agreement if that delay and/or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any government or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

### **Electronic Communications**

You agree that we will communicate with each other by electronic means such as e-mail, SMS etc. We and you each recognise that e-mail and the internet are inherently insecure and that emails and data can become corrupted, are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. We and you each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of you nor we will be responsible to the other on any basis for any loss or damage in any way arising from the use of electronic communication.

### **Billing**

Services may be billed on a fixed rate or hourly billing rate, as indicated herein. Where we cannot provide a fixed rate quote, we will quote an hourly rate in cases of project work where it is difficult to define the scope of the service required. In the case where you have been quoted an estimate based on an hourly rate, Pacific Ridge Capital will inform THE DALY FAMILY SUPERANNUATION FUND of the amount of time used before we issue the final bill and collect payment. Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST, and are due when rendered. Fees for additional services will be established separately.

### **Invoicing and Payment**

We will submit our bill(s) as indicated herein. If an extension of our services is requested, we will discuss our fee arrangements at that time. Plan implementation as well as plan monitoring and updating, if needed, are separate engagements. If you choose one of these additional services, a separate engagement letter will be provided. These services will be billed separately.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

### **Privacy Act**

We may collect Personal Information about your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

### **Confirmation of Terms**

Please review and digitally sign this letter below to indicate that it is in accordance with your understanding of the arrangements. This letter will be effective for future years unless we advise you of any change.

Yours sincerely,

**Pacific Ridge Capital**

### **Acknowledgment of Terms of Engagement**

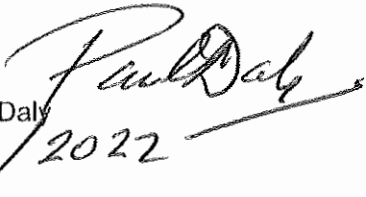
By signing below, I confirm I have the authority to contract on behalf of THE DALY FAMILY SUPERANNUATION FUND I hereby agree to the terms of engagement dated On Acceptance of Xero Accounting PRC as set out above in this letter of engagement.

I, Paul Daly, of THE DALY FAMILY SUPERANNUATION FUND confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Paul Daly

Date: 05/09/2022

A handwritten signature in black ink that reads "Paul Daly". The signature is written in a cursive style with a long horizontal stroke extending to the right.